

European Institute of Innovation and Technology (EIT) Community New European Bauhaus (NEB)



Call for Expression of Interest: **NEB** **Mentors**

Call Opens: Monday, 23rd February 2026

Deadline: Monday, 11th May 2026, 17:00 CEST

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History of changes

Version	Publication Date	Change
1.0	23.02.2026	Initial version

Disclaimers

- This Call Manual may be subject to corrections, modifications and clarifications. Applicants are encouraged to regularly check the call pages of the website for any updates.
- This Call Manual follows the main rules and principles of openness, transparency, equal treatment, non-discrimination, proportionality and efficacy established by the EU and EIT. All proposals submitted to this call are evaluated based on these principles.
- This Open Call falls under the Business Plan 2026-2028, which remains subject to formal approval by the EIT. Please be advised that the conditions and funding allocation for this Call may be subject to change.

1. Call Summary

This is a call for expression of interest to be part of the 2026-28 pool of the EIT Community New European Bauhaus (NEB)'s mentors, as an independent external expert to provide evaluation and mentoring services for the EIT Community NEB programmes and beneficiaries, respectively. In this document, all relevant information is detailed pertaining to the [strategic focus of the call](#), [who can apply](#), [how to apply](#), [the evaluation and selection process](#), [what services are expected](#), and [the call timeline](#). Additionally, the [EIT Community's mission, programmes](#), and further [conditions](#) can be found in the annexes.

Candidates from culture and creative sectors and industries are encouraged to apply to the expression of interest. Candidates that have participated in other activities implemented in the framework of the EIT Community NEB are encouraged to apply to the expression of interest. The NEB Mentors pool is aiming for a total of 400 experts. **This call is subject to confirmation of EIT funding. Mentorship assignments are not guaranteed and are at the discretion of the EIT Community NEB and the EIT Community NEB beneficiaries.**

Call for Expression of Interest Main Features	
Key dates	<ul style="list-style-type: none"> • Call opening: 23rd February 2026 • Call closing: 11th May 2026, 17:00 CEST • First evaluation period: 16th March 2026 • Second evaluation period: 13th April 2026 • Final evaluations completed: 25th May 2026 • Tentative Mentorship Assignments: <ul style="list-style-type: none"> ○ Catalyse NEB: June – November 2026/27/28 ○ Enhance NEB: December – September 2026/27/28 ○ Grow NEB: February – September 2027/28
Total estimated EIT Funding allocated to this Call	<p>EUR 85,000 p.a.</p> <p>56 mentorship assignments per year with EUR 1,250 of EIT Community NEB funding per assignment not including VAT.</p>
Link to the application portal	All applications and associated documents must be submitted via the Award Force platform .
List of documents to be submitted	<ul style="list-style-type: none"> • Completed Application Form on Award Force platform. • Curriculum Vitae (CV). • Supplier setup form (and accompanying banking evidence).
Eligibility requirements	<ul style="list-style-type: none"> • Residing in an eligible country, either in an EU member state or third country associated to Horizon Europe. • Minimum 10 years of relevant professional experience, including mentoring experience. • Guarantee the ability to support at least 1 mentee per year. • Fully completed application, including all required documents, submitted in English prior to the deadline. • Accept to sign Climate KIC One-Off Supply of Services Agreement upon assignment to a mentee and adhere to the terms enclosed.

2. Strategic Focus

The aim of this call for expression of interest is to identify independent experts to provide evaluation and mentoring support for EIT Community NEB programmes and beneficiaries, respectively, to be included in the NEB Mentors pool. These experts, NEB Mentors, uphold the core values and working principles of the NEB throughout EIT Community NEB activities. Hence, it is expected that these NEB Mentors are well integrated into the wider NEB ecosystem, and have hands-on expertise in designing and implementing solutions aligned with the NEB movement, the various [EIT Community NEB programmes](#), the [strategic focus areas of the KICs](#), and [relevant industries](#).

NEB Mentors play a crucial role in ensuring that participants make the most of the funding and other support services received throughout their participation in EIT Community NEB programmes. Additionally, NEB Mentors forge deep relationships with both the EIT Community NEB and their mentees, fostering a sense of community beyond completion of mentorship assignments, and strengthening the position of the community within the wider NEB movement. NEB Mentors utilise both their knowledge and network to connect their mentees to broader initiatives and ensure long-lasting impact. As evaluators, NEB Mentors provide independent external expertise to ensure transparent, fair, and rigorous assessment of applicants to EIT Community NEB programmes,

The NEB Mentors pool aims to both business and design support to [early-stage concepts](#), [start-ups](#), and [scale-up citizen engagement projects](#). The EIT guarantees, subject to confirmation, a total funding of EUR 85,000 per year for mentorship assignments. These funds will be used to support 40 mentorship assignments for Catalyse NEB, 8 mentorship assignments for Enhance NEB, and 8 mentorship assignments for Grow NEB.

With the aim of **fostering the NEB transformation** of Europe, the EIT Community is looking for motivated experts in the fields of climate, food, mobility, wellbeing, and overall quality of life in order to support design and business elements of their mentees and help them become international gamechangers.

3. Who Can Apply

All professionals adhering to the eligibility criteria and with experience in the sectors of climate, food, or mobility, as well as cultural and creative industries are invited to apply. NEB Mentors are expected to have a strong grasp of design-led strategy and development process, with expertise in the fields of citizen sciences, coaching, design, or entrepreneurship.

It is important to note, that selected mentors must comply with the following eligibility criteria to be considered:

Eligibility Criteria	
Location	Residing in an eligible country, either in an EU member state or third country associated to Horizon Europe .
Experience	Minimum 10 years of relevant professional experience, including mentoring experience.
Participation	Guarantee the ability to support at least 1 mentee per year in the programme(s) selected (i.e., Catalyse NEB, Enhance NEB, and/or Grow NEB).
Application	Fully completed application, including all required documents, submitted in English prior to the deadline on May 11 th , 2026, at 5pm CET

Contracting	Accept to sign Climate KIC One-Off Supply of Services Agreement upon assignment to a mentee and adhere to the terms enclosed, including EUR 1,250 + VAT of remuneration per fully completed mentorship assignment and a maximum of 3 mentorship assignments per year.
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NEB Mentors should be able to demonstrate the following to be selected:

- **Systems Thinking:** communicate complexity in simple ways;
- **Life-Centredness:** articulate a human- and planet-centric approach to NEB;
- **Design-Led Approach:** understand when and how to apply (service) design to solve complex challenges;
- **Savviness:** think strategically and identify a compelling path forward for NEB;
- **Enablement:** be(come) part of social change.

Additionally, **NEB Business Mentors** must have:

- demonstrable experience taking an idea from (design) research into a market launch as a core member of a start-up, an entrepreneur, and/or a venture capitalist;
- ability to generate new opportunities by thinking creatively about financial impact, risk analysis, and data;
- essential tools for developing environmentally and socially responsible business models that drive positive impact;
- ability to inspire the EIT Community NEB through business and entrepreneurial thinking while recognizing the complementary nature of design and entrepreneurial capacity.

NEB Design Mentors must have:

- experience in designing products, services, systems and/or experiences that prioritise the principles of (social) sustainability;
- comprehensive approach to design thinking with the ability to address large-scale environmental and climate challenges through design;
- creativity and openness to social engagement, arts and culture;
- a vision of how NEB could help build a fairer and more inclusive society at a time of economic, political, and ecological instability.

At any time, NEB Mentors will be required to present a [declaration of interests](#) and comply with the principles of transparency, non-discrimination, equal treatment, and the terms of the Climate KIC [One-Off Supply of Services Agreement](#). Any change(s) in relation to the applicants' declared interests that might be of relevance for determining the existence of a conflict of interests should be notified to the call managing entity.

4. How to Apply

All applicants to the call for the NEB Mentors programme are required to complete the [Application Form](#). **All applications must be fully complete and submitted in English prior to the deadline on May 11th, 2026 at 5pm CET.**

The [Application Form](#) is built to assess how the applying candidate adheres to the NEB core values and principles, their fit for EIT Community NEB programmes, and if they are qualified to deliver mentorship support to EIT Community NEB beneficiaries.

In addition to the questions in the [Application Form](#), applicants will be required to provide a completed [Supplier Setup Form](#), including the appropriate accompanying evidence to enable payments.



Applications will be reviewed through a competitive evaluation process. First, applications will be assessed against the [admissibility and eligibility criteria](#), and then reviewed by the EIT Community NEB and against the [evaluation criteria](#).

4.1 Confidentiality and Data Protection

The sole purpose of the collection of data is to verify the eligibility of the candidates and to identify those best suited for delivering EIT Community NEB mentorship assignments. Only for the purposes of the execution of the competition will candidates provide their name, postal address, email address and telephone number ("personal data"). The EIT Community NEB will process the submitted material according to the European General Data Protection Regulation (GDPR). Candidates have the possibility to indicate that the EIT Community NEB may grant access to parts of the submission to potential mentees part of the EIT Community NEB programmes.

The submission of applications will be done within the [Award Force](#) platform.

YOUR CONSENT TO THE USE OF AWARD FORCE AS SUBMISSION TOOL: By submitting your application within this call you implicitly state your consent to the [Award Force privacy policy and terms of service](#).

YOUR CONSENT TO THE USE OF PERSONAL DATA: By submitting your application within this competition you consent that either, [Climate-KIC](#), [EIT Food](#), and/or [EIT Urban Mobility](#) will collect, transfer, process, store and delete your data under above-mentioned conditions.

5. Evaluation and Selection Process

The evaluation process consists of 2 stages to determine whether the applicant is included in the NEB Mentors pool. Inclusion in the NEB Mentors pool does not guarantee a mentorship assignment. The process to assign mentorships is detailed in [section 7](#).

5.1 Stage 1 – Admissibility and Eligibility

Applications will be eligible if they pass the admissibility and [eligibility](#) criteria. Applications will only be deemed admissible if **all fields are completed, including all the required supporting evidence, and in English**.

In case of missing or incorrect information, applicants will be notified via email to the contact listed in the application and awarded **3 business days from this notice to return the completed/corrected information**. The EIT Community NEB will evaluate the completed/corrected information within five business days. If the applicants respond positively to this requirement and within the time limit, the application will proceed to the next step of the evaluation phase. If the applicants fail to respond or respond after the deadline, the application will remain ineligible and will not be further processed. The applicant will be informed accordingly via email.

The applicant of any proposal deemed inadmissible/ineligible who disputes the ineligibility decision, may appeal. This appeal must be made within three business days of the official notification of ineligibility. The appeal will be reviewed within five business days and the applicant will be notified of the outcome via email.

All admissible and eligible applicants will pass to the next stage.

5.2 Stage 2 – Quality Evaluations



Applications that pass the eligibility and admissibility criteria, will be evaluated based on their alignment with NEB, experience, and mentoring aptitude. The assessment criteria for this call are set out below. Each criterion is scored, on a pass/fail basis, by the EIT Community NEB. Applicants must pass all assessment criteria to be included in the NEB Mentors pool.

Pass/fail scores are assigned based on the following scoring criteria:

Score	Description
Fail	Candidate fails to address the criterion or demonstrates serious inherent weaknesses.
Pass	Candidate successfully adheres all relevant aspects of the criterion, any shortcomings are minor.

The EIT Community NEB will evaluate the proposals against the following evaluation criteria:

Evaluation Criteria	Pass/Fail
Alignment with NEB: the candidate demonstrates understanding of the core values and working principles of the NEB, with experience in at least one previous NEB project or event.	Pass
Experience: the candidate has subject matter expertise related to either NEB Business Mentor or NEB Design Mentor skillsets, as well as relevant experience in the industry selected.	Pass
Mentoring aptitude: the candidate has a track-record of tangible outcomes with previous mentees, is able and eager to commit time to mentoring, and demonstrates open, supportive, and clear communication abilities.	Pass

These evaluations will be conducted alongside the [admissibility and eligibility checks](#) on an ongoing basis, as specified in the [call timeline](#).

5.3 Successful Applicants

Successful candidates will be notified on a rolling basis, and at the latest on May 25th, 2026. These candidates will be expected to provide the [services outlined in this call](#) upon [assignment to a mentorship](#). The EIT Community NEB will provide support, monitoring and evaluation for the duration of the mentorship assignments.

All activities funded by the EIT Community NEB **must follow branding guidelines** and obligations. Communication activities, infrastructure, and equipment of major results funded by the grant must display the special logo of the EIT Community NEB with the following text:

- “EIT Community New European Bauhaus [project name] is funded by the European Institute of Innovation and Technology (EIT), a body of the European Union”,

Related communication materials must include the official logo of both: New European Bauhaus and EIT Community New European Bauhaus.

All candidates funded by the EIT Community NEB must respect the following conditions:

- [Declare interests](#) and alert the relevant EIT KIC of any situations that may lead to a conflict of interest, and comply with the principles of transparency, non-discrimination and sound financial management.
- Comply with the rules on [Intellectual Property Rights \(IPR\)](#) and the [communication, dissemination, and visibility](#) rules.
- Agree to systematic monitoring and review of supported activities by the KICs.

5.4 Appeals and Complaints

Applicants who submit an application who are deemed inadmissible/ineligible who disputes the ineligibility decision, may appeal the decision by writing to neb@eitcommunity.eu. In addition, upon receipt of the evaluation results, if an application is rejected, an applicant who discerns a failure in following the procedures described in this call document or an evaluation comment clearly contradicting the information provided in the project application may lodge an appeal. The appeal procedure is not intended to call into question the judgement made by the experts evaluating the application.

The appeal may be lodged against the outcomes of the admissibility and eligibility check or the evaluation on the following grounds **only**:

- Process errors by the EIT Community NEB,
- Technical problems beyond the applicant's control,
- Obvious human/mechanical errors by the EIT Community NEB,
- Factual errors during the evaluation process.

Appeals cannot be made based on other grounds than those indicated above.

Requests for redress against the outcomes of the admissibility and eligibility check or the evaluation should be raised **within three business days of the official notification** of ineligibility by the EIT Community NEB or after receipt of the evaluation results by the EIT Community NEB and should be sent via email. The EIT Community NEB will respond to the applicant within five business days with the outcome of the appeal.

Requests must:

- Be related to the admissibility and eligibility check and/or to the evaluation process,
- Be lodged exclusively in relation to the grounds indicated above, including a clear description of the grounds for the complaint,
- Be received within the time limit specified above. Late appeals will not be considered,
- An initial reply will be sent to complainants no later than five business days after the deadline for redress requests. This initial reply will indicate when a definitive reply will be provided,
- If there is clear evidence of a shortcoming that could have affected the decision, all or part of the application may be re-evaluated,
- If there is no clear evidence of a shortcoming, the application will not be re-evaluated, and the applicants will be notified that their appeal has been rejected via email without justification.

6. Services Expected

The successful candidates will be welcomed in the EIT Community NEB Mentors pool. NEB Mentors will be categorized by EIT Community NEB programme, as well as either NEB Design Mentors or NEB Business Mentors.

The EIT Community NEB programmes to be supported are:

- [Catalyse](#) the objective of which is to refine the value proposition, go-to-market strategy, and investor pitch of altogether 20 start-ups addressing societal challenges with the wider aim of improving the well-being of people and the Planet;
- [Grow](#) the objective of which is to support 8 teams in prototyping, validating and testing their early-stage social impact solutions with end-users;
- [Enhance](#) the objective of which is to support 4 initiatives with the potential to scale up (inter)nationally and increase citizens' involvement in the (urban) planning and design of cities and the communities.



For each beneficiary (in any of the above programmes), NEB Mentors will be expected to participate in the following mandatory activities:

- Chemistry matchmaking call – 30-minute call with potential mentee and EIT Community NEB to determine whether the mentorship assignment is a right-fit. Participation in this meeting does not guarantee a mentorship assignment as it is ultimately the mentee's decision to proceed.
- Midterm review – short call halfway through the mentorship assignment, with the mentor, mentee and EIT Community NEB, to identify any challenges with the ongoing mentorship and ensure the assignment is on-track to achieve its predefined outcomes.
- Final assessment and feedback – survey to be completed by the NEB Mentor, as well as a collective call with all NEB Mentors part of the same EIT Community NEB programme to reflect on the assignments, capture learnings, and structure future mentorships.

It is important to note that mentees will evaluate mentors during the final assessment and this information will be recorded in the NEB Mentors pool to score mentor performances. In the event of low scores, the EIT Community NEB will notify the mentor and consider their perspective when assigning a final mentorship score. These scores will be taken into account in subsequent programmes [when pre-assigning mentorships](#).

Mentorship fees are set at EUR 1,250 per assignment (VAT excluded).

Climate KIC reserves the right to update mentorship assignments and fees at the time of signing the [One-Off Supply of Services Agreement](#). All fees payable to NEB Mentors will be subject to the completion of the mentorship assignment and its approval by Climate KIC as the Contracting Authority.

6.1 NEB Business Mentors

NEB Business Mentors are expected to provide some of the following support to EIT Community NEB beneficiaries when assigned a mentorship:

- Attract investment, budget plan, business model support, elevator pitch, focus on end-user, go-to-market strategy, initiate partnerships, manage supply chain and distribution, safeguard IP, sales plan, SWOT analysis, team building and leadership.

As part of their application, NEB Business Mentors can select between 3 and 5 areas of expertise.

6.2 NEB Design Mentors

NEB Design Mentors are expected to provide some of the following support to EIT Community NEB beneficiaries when assigned a mentorship:

- Co-design, communication and outreach, design for social change, differentiate a brand, extend design thinking to business viability, focus on user experience, frame and re-frame challenges, future visioning, ideation, iterate and de-risk development, lifecycle assessment, prototype a product, service, or system, validate with end-users.

As part of their application, NEB Design Mentors can select between 3 and 5 areas of expertise.

6.3 Industry of Expertise

NEB Mentors are expected to provide support to EIT Community NEB beneficiaries that address the fields of climate, food, and mobility. This includes expertise in the strategic focus areas listed in [Annex 2](#). As part of their application, NEB Mentors can identify a primary and secondary industry of expertise from the following:

- Agriculture, Food Systems
- Architecture, Urban Planning

- Arts, Design
- Automation, Industry 4.0, Manufacturing
- Circular Economy, Environment, Sustainability
- Climate Technology, Energy
- Digital Solutions, ICT, Software
- Education, Knowledge Transfer, Research
- Engineering, Infrastructure
- Health, Social Care, Wellbeing
- Logistics, Mobility, Transport

7. Assignment of Mentorships

Only candidates passing the [evaluation and selection process](#) that are included in the NEB Mentors pool can be allocated mentorships assignments. The process for assigning NEB Mentors to mentees may differ according to the EIT Community NEB programme, but in general will follow a similar process.

For each mentee, the EIT Community NEB preselects 2 NEB Business Mentors and 2 NEB Design Mentors. The pre-selected NEB Mentors are expected to make their agendas available to their potential mentee to schedule a mandatory 30-minute chemistry call. These chemistry calls occur in May and June. Following the completion of all 4 chemistry calls, the mentee will select 1 NEB Business Mentor and 1 NEB Design Mentor for the duration of the programme. At this stage, the NEB Mentor will receive a [One-Off Supply of Services Agreement](#) to sign with Climate KIC.

A single NEB Mentor will be eligible to be assigned a maximum of 3 mentorships per year.

8. Call Timeline

Opening call: 23rd February 2026

First evaluation period: 16th March 2026

Second evaluation period: 13th April 2026

Call closing: 11th May 2026 (17:00 CET)

Final evaluations completed: 25th May 2026

First Catalyse NEB mentorship assignments: June 2026

First Enhance NEB mentorship assignments: June 2026

First Grow NEB mentorship assignments: February 2027



Annex 1 – EIT Community NEB and Programmes

The [New European Bauhaus \(NEB\) initiative](#), initially announced by President Von der Leyen in her [State of the Union address](#) and launched by the Commission in early 2021, is an environmental, social and cultural initiative that is guided by three core values:

1. **Sustainability:** from climate goals, to circularity, zero pollution, and biodiversity;
2. **Aesthetics:** from design beyond functionality, to quality of experience, lifestyle and well-being;
3. **Inclusion:** valorising diversity, equality for all, accessibility, and affordability.

In addition, the following three key **principles** guide and integrate the development of the NEB dimensions:

1. **Multilevel** engagement (from global to local);
2. **Participatory** process;
3. **Transdisciplinary** approach.

Based on the analysis of the inputs received during the co-design phase of the NEB, the Commission identified the following four **thematic axes** that would follow during the implementation of the NEB:

- **Reconnecting with nature,**
- **Regaining a sense of belonging,**
- **Prioritising the places and people that need it the most,**
- **The need for long-term, life-cycle thinking in the industrial ecosystem.**

The EIT is ideally placed to support implementation of the NEB as it has created Europe's largest innovation ecosystem with over 2,000 partners (business, research, education, cities) cooperating in over 60 hubs across Europe, and is represented in all European Union (EU) Member States and beyond. The EIT Knowledge and Innovation Communities (KICs) cover climate, sustainable energy, digital, healthcare, food supply, urban mobility, manufacturing, raw materials, and more recently, culture and creative sectors and industries. All these are critical fields of engagement for the blending of social inclusion, quality of experience, and sustainability, envisioned by the NEB movement, as a means of making the Green Deal a human-centred experience that reaches hearts, minds, and homes.

The [EIT Community New European Bauhaus](#), hereafter referred to as EIT Community NEB, is led by EIT Climate-KIC with participation of EIT Food, EIT Manufacturing and EIT Urban Mobility. The mission aims to bridge the gap between science and technology on the one hand, and arts and culture on the other, promoting business through start-ups, ideation and education, as well as citizen education and engagement. With that purpose, EIT Community NEB engages with European innovators to overcome fragmentations in the European innovation landscape, works together with universities and stakeholders in the identification of problems and solutions, and ensures civil society engagement in the NEB movement.

Annex 1.1 – Innovation and Business Creation Cluster

The EIT Strategic Innovation Agenda (SIA) 2021-2027 sets the strategic direction, priorities and objectives of the European Institute of Innovation and Technology (EIT) and its Knowledge and Innovation Communities (EIT KICs).

One specific objective in the new EIT SIA 2021-2027 is to establish and foster appropriate synergies and complementarities between EIT activities and other relevant Union, national and regional initiatives, instruments, and programmes. This will help ensure consistency with Union priorities and commitments, including the European Green Deal, the Recovery Plan for Europe, the European Strategy for data, the SME

Strategy for a sustainable and digital Europe, and the New Industrial Strategy for Europe¹.

To realise such ambitions, the EIT and the EIT KICs have established the Strategic Synergies Cluster of activities, to strengthen EU's innovation and entrepreneurial capacity and integrate into and engage with innovation ecosystems. By doing so, the EIT KICs aim at becoming real engines of impact and support the realisation of a carbon-neutral, digital, circular, and inclusive European society.

The EIT Strategic Synergies Cluster includes three key initiatives co-designed and co-created by the EIT KICs with their innovation ecosystems: [EIT Community Artificial Intelligence for Europe](#), [EIT Community New European Bauhaus](#), and [EIT Community Women Entrepreneurship](#).

Annex 1.2 – Catalyse NEB

Catalyse NEB identifies and empowers businesses that embed social innovation into their products, services, and operations. By integrating the core values of the New European Bauhaus – sustainability, inclusion, and beauty – these ventures drive systems change and propose new ways of living and working together.

The programme offers tailored entrepreneurship training, mentoring, and access to a growing ecosystem of investors, experts, and peers. Selected startups receive support to strengthen their business models, refine their purpose-driven strategies, and scale their impact across Europe and beyond. Through Catalyse NEB, NEB-minded innovators are equipped to become international game-changers in fields that matter.

Annex 1.3 – Enhance NEB

Enhance NEB supports the scaling and replication of the most promising initiatives developed through Connect NEB and Co-CreatE NEB. By deepening alignment with New European Bauhaus values, the programme helps extend the reach and impact of community-rooted solutions, fostering systemic change through long-term collaboration.

Through targeted funding, knowledge exchange, and strategic partnerships with cities, regions, and affiliated entities, Enhance NEB enables the continuation and adaptation of successful projects. This process strengthens implementation pathways, supports cross-regional learning, and ensures that tested ideas can grow into sustainable, high-impact solutions across Europe.

Annex 1.4 – Grow NEB

Grow NEB supports the transition from idea to implementation by helping teams refine, prototype, and test sustainable solutions aligned with the New European Bauhaus values. The programme focuses on strengthening both the social and business dimensions of each project, preparing them for real-world impact. Depending on their focus, the most promising initiatives are invited to continue in Catalyse NEB (business-driven) or Connect / Co-CreatE NEB (community-driven).

Teams selected from Ignite NEB gain access to tailored mentoring, workspace facilities, and tools for hands-on experimentation. After assessing their business and social needs, participants engage in one-on-one mentorship and matchmaking sessions with experts from the NEB community. These sessions focus on design-led development, business model reinforcement, and user testing. Teams also prototype their solutions and gather real feedback to iterate effectively.

¹ Decision (EU) No 2021/820 of the European Parliament and of the Council of 20 May 2021 on the Strategic Agenda of the European Institute of Innovation and Technology (EIT) 2021-2027: Boosting the Innovation Talent and Capacity of Europe and repealing Decision No 1312/2013/EU, OJ L 189/3 of 28 May 2021, <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0820&from=EN>



Annex 2 – Strategic Focus Areas of EIT Community NEB

Annex 2.1 – Climate-KIC

- Circular Economy: Packaging, Waste management, Fashion, Textiles, Sustainable materials, Waste to resource technologies, Biomass & waste valorization.
- Built-Environment: Carbon neutral materials, Decarbonized steel, cement etc., Energy Efficient Buildings, Novel Materials, Electrification of heating and cooling, Engineered carbon sinks.
- Food and Agriculture: Regenerative agriculture/farming solutions, Precision Agriculture, Sustainable supply chains, Climate-Smart Crop Breeding, Water Management, Soil health enhancement, Renewable energy integration.
- Decarbonization of industrial processes and manufacturing: Carbon neutral chemistry, Energy distribution systems, New Energy vectors, Carbon capture and utilization.
- Blue Economy: Decarbonization of the maritime industry, Aquaculture, Natural carbon capture, Ocean/Tidal energy, Smart ports & Logistics, Coastal & Habitat protection, Ocean Plastics Reduction and Recycling, Blue Carbon Initiatives, Water treatment.

Annex 2.2 – EIT Food

- Net Zero Food System: Advances regenerative agriculture, reduces food loss, and fosters a circular economy through better packaging and labelling.
- Healthier Lives through Food: Diversifies protein sources, increases choices for a balanced diet, and optimizes food nutrient density.
- Fair and Resilient Food System: Invests in fair business models, strengthens shorter supply chains, and promotes sustainable food production.
- Regenerative Agriculture: Reduces risks for farmers transitioning to regenerative practices, including carbon farming and pricing.

Annex 2.3 – EIT Urban Mobility

- Active Mobility: Integrated mobility, Fostering Walkability, Safety, Route Planning
- Sustainable City Logistics: Delivery, Waste Management, Circular Freight, Logistics Infrastructure, Shared-vehicle Service for Logistics
- Transport Infrastructure: Inter-modality, Mobility infrastructure, Autonomous Public Transport, On-demand Public Transport, Parking (cars)
- Future Mobility: Traffic management, Waterbone Mobility, Shared Mobility (cars), Urban Air Mobility
- Mobility and Energy: Electrification Cars, Electrification Other, Hydrogen for Mobility, Battery tech

Annex 3 – Declaration of Interests

Beneficiaries must provide a Declaration of Interests accompanying their application. In addition, they must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

They must formally notify the responsible call managing entity and the relevant KIC Legal by sending an email to neb@eitcommunity.eu without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The granting authority may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

Annex 3.1 – Consequences of non-compliance

If an awardee breaches any of its obligations under this Annex, the grant may be reduced.



Annex 4 – Intellectual Property Rights (IPR) – Background and Results – Access Rights and Rights of Use

Annex 4.1 – Background and access rights to background

‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is:

- held by the beneficiaries before they acceded to the Agreement and
- needed to implement the action or exploit the results.

If background is subject to rights of a third party, the beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement.

Annex 4.2 – Ownership of results

The granting authority does not obtain ownership of the results produced under the action. ‘Results’ means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

Annex 4.3 – Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes

The granting authority has the right to use non-sensitive information relating to the action and materials and documents received from the beneficiaries (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy information, communication, dissemination and publicity purposes — during the action or afterwards.

The right to use the beneficiaries’ materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

(i) **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)

(ii) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)



(iii) **editing or redrafting** (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)

(iv) **translation:**

(v) **storage** in paper, electronic or other form

(vi) **archiving**, in line with applicable document-management rules

(vii) **processing**, analysing, aggregating the materials, documents and information received and **producing derivative works**.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned. If materials or documents are subject to moral rights or third-party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Where applicable, the granting authority will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions.”

Annex 4.4 – Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Annex, the grant may be reduced.



Annex 5 – Communication, Dissemination and Visibility

Annex 5.1 – Communication, Dissemination, and Promoting the action

Unless otherwise agreed with the granting authority, the beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public).

Before engaging in a communication or dissemination activity expected to have a major media impact, the beneficiaries must inform the granting authority.

Annex 5.2 – European flag and funding statement

Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge the EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

Annex 5.3 – Quality of information disclaimer

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them.”

Annex 5.4 – Specific communication, dissemination and visibility rules

If a beneficiary breaches any of its obligations under this Annex, the grant may be reduced.



Annex 6 – Supplier Setup Form

SUPPLIER REGISTRATION FORM (Independent Experts)

All fields are obligatory – in case no information can be provided please indicate N/A.

SUPPLIER DETAILS:

*Full Name of Supplier:	
Description of Goods/Services to be provided: Official independent external expert in the EIT Community NEB's NEB Mentors pool, to provide up to 3x 10-hour mentorship assignments for Catalyse NEB/Enhance NEB/Grow NEB beneficiaries per year depending on EIT Community NEB matchmaking and mentee selection.	
Company Reg. No if applicable:	VAT Reg. No if applicable:
*(Head) Office Address:	
*Telephone:	*Currency code:
*E-mail Address for Orders:	

BANK & CONTACT DETAILS ***Must be supported by bank details on company letterhead or a scanned copy of the account details section of bank statement.**

*Bank Name:	*Bank Address:
Bank Sort Code (if UK account):	*Bank Account Number:
*Bank Account Name:	
*IBAN No.: (mandatory for all EC country payments to be made to a foreign bank)	Swift Code/BIC: (mandatory for ALL payments to be made to a foreign bank)
Bank Clearing Code/ABA (optional):	*Currency code:

*mandatory fields to fill in

REQUESTER DECLARATION (all boxes are mandatory):

NOT FOR SUPPLIER, FOR CLIMATE-KIC EMPLOYEE PLEASE IGNORE

Is this a one-off purchase or are further purchases anticipated? One-off <input type="checkbox"/> More <input type="checkbox"/>
Have bank details been attached on suppliers' headed notepaper? Yes <input type="checkbox"/> No <input type="checkbox"/>
Form submitted by (First & Surname):

Along with the submission of this Form please provide us with a pdf document which CLEARLY provides proof of supplier BANK DETAILS.

Accepted PDF's:

- HEADED LETTER from supplier, INCLUDING Bank Details



- A blank/redacted copy of the Suppliers INVOICE, INCLUDING Bank Details

- PDF SCREENSHOT of Suppliers Bank Statement, redacted as necessary, CLEARLY showing the Bank Details



Annex 7 – One-Off Supply of Services Agreement

ONE-OFF SUPPLY OF SERVICES AGREEMENT COMMERCIAL TERMS Purchase Order (PO)

Between:

- **Stichting Climate-KIC International Foundation**, a company (no. 77373154, RSIN number 860987541) duly incorporated under the laws of Netherlands, with its registered office at Plantage Middenlaan 45, 1018 DC Amsterdam, the Netherlands, (**Foundation**).

and

- **[COMPANY NAME]** a company (number **[REGISTERED NUMBER]**) duly incorporated under the laws of **[COUNTRY]**, having its registered office at **[REGISTERED ADDRESS]**, (**Supplier**)

Whereas Foundation is recognised as a public benefit organisation by the Dutch tax authorities ("*Algemeen Nut Beogende Instelling*", ANBI) and all its activities are geared to ensure a greater protection of the environment and, by virtue of that, generate tangible benefits for the whole society.

Whereas the Supplier has agreed to provide the Services (as defined below) to Foundation and the parties would like to establish the terms and conditions applicable to such provision in an agreement (**Contract**), it is agreed that:

1 COMMERCIAL SPECIFICATION

1.1 Service Definition and Levels

Foundation engages the Supplier to provide the following services (**Services**):

- 10 hours of mentoring session with mentee. These can be in the form of online or in-person meetings. It is expected that all mentoring hours are completed prior to the **[EIT Community NEB programme] [end date]**. Mentoring sessions should be no longer than 2 hours per installment. The frequency and duration of the sessions are to be agreed upon with the mentee.
- Co-creation of individual mentorship plan with the mentee. This plan must include at least 2 tangible outcomes to be achieved by the end of the mentorship and should be reported when achieved.
- Participation in 30-minute mid-term review meeting to evaluate and enhance the mentoring experience with the EIT Community NEB and the mentee.
- Completion of the final mentorship assignment survey and participation in the collective **[EIT Community NEB programme]** mentorship feedback session hosted by the EIT Community NEB upon completion of the programme.

1.2 Term

The Contract is effective on **[START DATE]** and shall, unless terminated earlier in accordance with its terms, continue until **[END DATE]** (**Term**). In addition to any other termination rates set out elsewhere in the Contract, Foundation may terminate the Contract at any time during the term by giving **14 days'** written notice in advance.

1.3 Fees

In exchange for satisfactory delivery of the Services and subject to the other terms and conditions of the Contract, Foundation will pay fees (**Fees**) to the Supplier as follows:



- After completion of the final mentorship survey, and upon confirmation that all services listed in 1.1 were completed, including the delivery of 10 hours of mentoring sessions with the mentee – EUR 1,250.00 – OR –
- If it is found during the midterm review that the mentorship should be discontinued, Supplier will be remunerated for the hours until this point as confirmed by the mentee and the EIT Community NEB team based on an hourly rate – EUR 125 per hour

All amounts above exclusive of VAT.

2. INCORPORATION OF ADDITIONAL TERMS AND CONDITIONS

The Contract is constituted by this Commercial Terms document and the additional terms and conditions identified below which are hereby incorporated by reference in their entirety and form part of the Contract:

- [The Commercial Terms as set out herein](#)
- [The Ethical Standards for Climate-KIC Contractual Counterparties,](#)
- [The FPA/SGA Pass Through Terms for EIT Funded Suppliers to Climate-KIC.](#)

All such additional terms and conditions as available at: <https://www.climate-kic.org/policies>

If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document higher in the list above shall have priority over one contained in a document lower in the list.

IN WITNESS WHEREOF, the parties hereto, through their duly authorised officers, have executed the Contract

On behalf of Supplier

On behalf of Foundation

Signature

Signature

Printed Name _____

Printed Name _____

Position _____

Position _____

Date _____

Date _____



**STANDARD TERMS AND CONDITIONS FOR SUPPLY
OF GOODS OR SERVICES TO CLIMATE-KIC
(STANDARD TERMS & CONDITIONS)**

1 INTERPRETATION

In these Standard Terms & Conditions the following words have the following meanings:

Background IPR means any and all Intellectual Property Rights which were already in possession of a party before the starting date of the agreement and/or which were generated by a party outside the scope of the Services.

Foundation means Stichting Climate-KIC International Foundation (or organisation controlled by Foundation) purchasing the Goods or acquiring Services from the Supplier.

Contract means the agreement between Foundation and the Supplier comprising: (i) the Commercial Terms, (ii) these Standard Terms & Conditions, (iii) the Ethical Standards for Foundation Contractual Counterparties and (iv) other Foundation policies as made available upon request.

Employment Liabilities means all claims, demands, losses, liabilities, actions, proceedings, damages, compensation, awards, judgements, fines, costs (including legal and professional costs) and expenses.

Fees means the fees specified in the Contract as payable in exchange for the Services.

Foreground IPR means any invention or discovery (whether patentable or not), copyright, trademark, design right or confidential know-how conceived, produced or reduced to practice by the Supplier in carrying out its Services under the Contract.

Goods means any goods (or any part or parts thereof) agreed in the Contract to be purchased by Foundation from the Supplier.

Services means the services agreed to be provided by the Supplier to Foundation under the terms of the Contract.

Supplier means the individual or organisation who accepts or agrees the Contract.

TUPE means the transfer of undertakings as per Council Directive 2001/23/EC, any local legislation implementing such Directive or any local legislation to a similar effect or covering the same topic as the Directive, and in each case, as such law may be amended, supplemented or replaced from time to time.

In these Standard Terms & Conditions, references to any statute or statutory provision shall be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced, and references to the singular include the plural and vice versa as the context admits or requires.

2 APPLICATION OF TERMS & CONDITIONS

These Standard Terms & Conditions shall govern the Contract to the entire exclusion of the Supplier's terms or conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, proposal, acknowledgement or acceptance of a purchase order, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

Foundation's rights under these Standard Terms & Conditions are in addition to the statutory terms implied by other applicable laws in relation to the sale of goods and supply of goods and services.

3 ACCEPTANCE & PRECEDENCE

These Standard Terms & Conditions are an offer by Foundation to buy from the Supplier and become part of the binding Contract on the terms set forth herein when accepted by the Supplier by the commencement of performance or such earlier act evidencing agreement such as execution of the Commercial Terms.

Notwithstanding the foregoing, in the event of a conflict between these Standard Terms & Conditions and the Commercial Terms or any other documents specified in the Commercial Terms, these Standard Terms & Conditions shall prevail.

4 INDEPENDENCE & EMPLOYMENT LIABILITIES

The Supplier shall perform the Services independently, at its discretion and without supervision or guidance of Foundation. Foundation is however entitled to provide the Supplier with directions and instructions concerning the outcome of the Services.

Nothing in the Contract shall prevent the Supplier from entering into other agreements for services during the term of the Contract provided always that such other agreements do not impose restrictions on the Supplier's ability to perform the Services properly and effectively and in accordance with the Contract, nor place the Supplier in a position of conflict of interest with Foundation.

The Supplier shall indemnify Foundation against all Employment Liabilities relating to claims that the Supplier, or any individual associated with the Supplier's provision of the Services, has become an employee or worker of the Company by operation of TUPE as a result, of any of the events contemplated by this Contract.

5 SUPPLY OF SERVICES/PROVISION OF GOODS

The Supplier will provide the Goods or Services to Foundation from the specified date in accordance with the Contract.

The Supplier will meet any performance dates for the Goods or Services specified by Foundation and time is of the essence in relation to all specified performance dates.

The Supplier will:

- cooperate with Foundation in all matters relating to the Goods or Services and comply with all instructions of Foundation,
- perform the Services or provide the Goods with reasonable skill and care and in accordance with industry best practice prevailing in the relevant sector from time to time and the laws and regulations in the relevant jurisdiction(s) applicable to the Services,
- use suitably skilled and experienced personnel to deliver the Services or provide the Goods,
- ensure that all the Supplier's personnel who access Foundation's physical premises or virtual environment comply with those of the Foundation's policies that apply to persons who are allowed such access,



- use the best quality goods, materials, standards and techniques in providing the Goods or Services and ensure that all goods and materials supplied and used in the Services or transferred to Foundation will be free from defects in workmanship, installation and design,
- ensure that the Goods or Services conform with all descriptions and specifications provided by Foundation and are fit for any purpose that Foundation explicitly or implicitly makes known to the Supplier,
- obtain and maintain all licences and consents which may be required for provision of the Goods or Services, and
- not do or omit to do anything which may cause Foundation to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business comply with all applicable laws, regulations, policies, guidelines or industry codes, and with the specific requirements applicable to this relationship as specified in the Contract.

6 FEES, PAYMENT TERMS & TAX

In consideration for satisfactory delivery of the Services, the Customer agrees to pay the Supplier the Fees in accordance with the Contract.

Unless otherwise specified in the Commercial Terms, the Supplier shall invoice Foundation for the Fees monthly in arrears with payment of undisputed amounts due no later than 45 days after the date of receipt of invoice by Foundation. Fees are exclusive of any value added tax or any other locally applicable equivalent transaction taxes (including sales tax, excise tax, goods and services tax, consumption tax, business tax or similar taxes) (VAT), all of which is payable by the Customer at the rate and in the manner from time to time prescribed by law.

7 WARRANTIES & REPRESENTATIONS

The Supplier represents, warrants and undertakes that any Goods and Services comply with applicable laws and regulations of the country/ies of origin and destination, including those relating to manufacture, labelling, transportation, importation, exportation and licensing.

The Supplier warrants and undertakes that they will observe all health and safety rules and regulations and any other security requirements that apply at any place where the Goods or Services are delivered.

The Supplier represents, warrants and undertakes that they:

- will accept this Contract and operate their business in compliance with all applicable laws and regulations,
- have read and will comply with the Ethical Standards for Climate-KIC Contractual Counterparties available at <https://www.climate-kic.org/policies> and if applicable and listed in the Commercial Terms, the FPA/SGA Pass Through Terms for EIT Funded Suppliers to Climate-KIC available at <https://www.climate-kic.org/policies>
- will not take any action that will cause Foundation to be in breach of any applicable laws or its own policies as made available upon request including those for the prevention of fraud, bribery and corruption, racketeering,

money laundering or terrorism and in relation to conflicts of interests and gifts,

- have taken reasonable steps to ensure that there is no modern slavery or human trafficking in their supply chain or in any other part of their business and have implemented due diligence procedures to that effect,
- have not nor have nor any of their officers, employees or other persons associated with the Supplier:
 - been convicted of any offence involving slavery and human trafficking, or
 - been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking,
- will not offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and will not make or cause another to make any offer or payment to any individual or entity for the purpose of influencing a decision for the benefit of Foundation, and
- will ensure that they and their affiliated companies, suppliers and subcontractors performing Services with Foundation operate their business in compliance with all applicable laws and in a manner consistent with the principles above.

The Supplier represents, warrants and undertakes that it is not on any applicable official national or international sanctioned party lists and that performance of this Contract will not violate applicable embargo regulations. Foundation has the right to conduct screening checks of the Supplier, including verification of the Supplier's identity, including full name, country location and address, against official national and international sanctioned party lists and embargo regulations. If the screening indicates that the Supplier is an international sanctioned party or is in violation of embargo regulations, Foundation may immediately terminate this Contract for material breach as below.

8 CONFIDENTIALITY

Confidential Information means any information relating to a party's services, operations, plans or intentions, service information, design rights, trade secrets, market opportunities and business affairs or those of its clients or affiliates, whether or not marked or indicated as confidential and howsoever disclosed to the receiving party, for as long as that information is not in the public domain (except where in the public domain by reason of a breach by the receiving party), except where the receiving party receives it independently of the disclosing party either from a third party or where it was in the receiving party's possession prior to the date of the Contract.

Each party agrees that it will only use the Confidential Information for the purposes of delivering or receiving the Goods or Services and will exercise no lesser security measures and degree of care in relation to the Confidential Information than it would apply to its own Confidential Information. Each party agrees not at any time during the term of these Conditions nor for 5 years after termination of the Contract to disclose Confidential Information except to

its employees, officers, third party funders, representatives, subcontractors or agents (who it shall ensure are bound by obligations of confidentiality on terms no less onerous than those under the Contract), or as required by law.

9 DATA PROTECTION

The parties shall comply with applicable data protection legislation including but not limited to the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national implementing laws, regulations and secondary legislation, in each case as amended, supplemented or replaced from time to time.

The Supplier warrants that it has obtained the informed, clear and explicit consent of any data subject whose personal data (within the meaning of applicable legislation) it transfers to Foundation, including but not limited to onward processing and transfer by Foundation in line with Foundation's Privacy Policy made available upon request.

The terms data controller, data processor, data subject and personal data shall have the same meaning as in Regulation (EU) 2016/679 as amended, supplemented or replaced from time to time. For the purposes of the Contract, both parties can be data controllers and processors.

The data processor shall process personal data only to the extent, and in such a manner, as is necessary for the performance of these Contract and shall not process the personal data for any other purpose nor beyond the term of the Contract.

The data processor shall promptly comply with any request from the data controller requiring the data processor to amend, transfer or delete the personal data and shall provide the data controller with full co-operation and assistance in relation to any request made by a data subject to have access to that person's personal data.

The data processor shall provide the data controller with full cooperation and assistance in meeting its obligations under the GDPR or any other data protection legislation, including but not limited to ensuring the security of processing and the conduct of data protection impact assessments.

The Supplier (or any subcontractor) must not transfer or otherwise process personal data outside the European Economic Area (EEA) unless the following conditions are met: (a) The Supplier is processing personal data in a territory which is subject to a current finding by the European Commission under the data protection legislation that the territory provides adequate protection for the privacy rights of individuals (EC Adequacy decisions at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en; as amended or replaced from time to time). Specifically, there can be only an adequate level of data protection for an organisation in the USA if that organisation participates in the Privacy Shield Program; or (b) they can ensure that appropriate technical, organisational and security measures have been implemented in a way that the processing will meet the requirements of the data protection legislation and ensure an adequate level of protection with respect to the privacy rights of individuals as required by the General Data Protection Regulation ((EU) 2016/679); or (c) the data subject has explicitly consented to the transfer after having been informed of the possible risks of such a transfer.

The data processor shall promptly inform the data controller if any personal data is lost or destroyed or becomes damaged, corrupted, or unusable or if it becomes aware of

any unauthorised or unlawful processing, or if it receives any request to act in a way which is incompatible with the GDPR and any other local data protection legislation.

The data processor warrants that:

- it will process the personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments,
- it will ensure that employees and other workers are subject to a duty of confidentiality in relation to personal data processed under these Conditions,
- it will not permit sub-processing of personal data under the Contract except as permitted herein, other than with the prior written consent of the data controller,
- it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data including, but not limited to, appropriate security measures, and
- on termination of the Contract, if requested by the data controller, it will delete or return all personal data in accordance with the data controller's instructions.

10. INTELLECTUAL PROPERTY

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Any and all Intellectual Property Rights which were already in possession of a party before the starting date of the Contract and/or which were generated by a party outside the scope of the services, hereinafter referred to as Background IPR, remain with that party. The Supplier acknowledges and agrees that (i) Foundation shall retain exclusive rights to all Foundation Background IPR; and (ii) Supplier has no right to use or license the Foundation Background IPR, except as expressly set forth in this Contract.

Foundation shall have ownership of the Foreground IPR and the Supplier grants a non-exclusive, royalty free, transferable, and perpetual license to Foundation to use the Background IPR of Supplier for the purposes of the execution of the Contract, which may be sub-licensed to group companies, affiliates and donors of Foundation for the same purpose. No royalty or other payment will be due from Foundation in respect of such IPR and the Supplier will at Foundation's request and expense, assign to Foundation its title to any such IPR and to any patent applications made thereon, and will execute all instruments necessary for the filing and prosecution of patent applications in any country or any division, continuation or partial continuation thereof

or for any reissue of any patent issued on any such application.

If any work is commissioned or ordered for Foundation from any third party, the Supplier will ensure that all IPR in that work is assigned or transferred to Foundation in accordance with this clause. The Supplier will obtain or procure the obtaining for Foundation of all necessary permissions, consents and releases including waiver of moral rights from authors, artists, photographers, models and any other persons and IPR holders as may be required in connection with the Contract. The Supplier represents, warrants and undertakes that Foundation's use and possession of any materials generated by or obtained from the Supplier under the Contract, shall not infringe any third party's IPR.

The Supplier will indemnify Foundation in respect of all claims and liabilities, damages and expenses incurred by Foundation as a result of or in connection with any actual or alleged infringement of the intellectual property or other rights of any third party, in connection with the use or supply of the Services or provision of Goods.

11 LIABILITY AND INSURANCE

To the extent permitted by law, the Supplier will be liable for all liabilities, costs, expenses, damages or losses suffered or incurred by Foundation (or any of its affiliates) to the extent that they are directly or indirectly caused by the Supplier.

The Supplier shall maintain in force insurance policies, against all risks that would normally be insured against by a prudent person in connection with this Contract and produce to Foundation on request of that insurance.

12 TERMINATION

Unless a different termination by notice right is specified in the Commercial Terms, Foundation may terminate the Contract at any time by giving 7 days' written notice in advance.

Either party may terminate the Contract by giving written notice to the other party if:

- the other party fails to pay any amount due under the Contract and remains in default for 60 days after being notified in writing to make such payment,
- the other party commits a material breach of the Contract, this includes but is not limited to the warranties and representations as mentioned under Article 7 of these Standard Terms and Conditions,
- the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or (being a company or limited liability partnership) is deemed unable to pay its debts or has been declared insolvent or similar steps have been taken under any applicable law.

Termination of the Contract, however arising, will be without prejudice to the rights of Foundation accrued prior to termination.

Notwithstanding expiry or termination of the Contract in accordance with its terms, the obligations in Sections 7 to 11 inclusive and Section 18 shall remain in full force and effect.

13 ASSIGNMENT, SUBCONTRACTING AND THIRD-PARTY RIGHTS

The Supplier shall not assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without Foundation's prior written consent. Notwithstanding the appointment of any subcontractor, the Supplier shall remain liable for all acts or omissions of its subcontractors, as if the Supplier had performed (or, as the case may be, failed to perform) them itself.

Foundation shall have the right, without such written consent of the Supplier, to assign, delegate, contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract to any organisation controlled by Foundation.

The Contract will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns. Any attempted assignment in violation of this clause shall be void and of no effect.

Subject to this clause, under no other circumstances shall a term of the Contract be enforceable by a person who is not a party to this Contract.

14 RECORD KEEPING

The Supplier shall in accordance with professional audit and accountancy practices, maintain an audit trail of the Services provided and the financial and non-financial transactions resulting from the Contract.

15 FORCE MAJEURE

Foundation reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Foundation including, without limitation, acts of god, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

16 VARIATION

The Contract may not be varied except by a written document signed by or on behalf of each of the parties.

17 MISCELLANEOUS

The Contract comprises the whole agreement between the parties concerning the Goods and/or Services and superseding all prior written and oral exchanges.

This Contract may be executed via PDF or other electronic means in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

No provision of the Contract creates a partnership between the parties. Except to the extent expressly provided herein (and subject always to the limitations on the authority stated in the Contract, as applicable), neither party may act as the agent of the other party.

The invalidity or unenforceability of any provision in the Contract shall not affect the validity of the remaining provisions.

18 GOVERNING LAW AND DISPUTE RESOLUTION



These Contract will be governed by the laws of the Netherlands. The Parties submit to the exclusive jurisdiction of the District Court of Amsterdam without prejudice to Foundation's right to have the dispute settled before the competent court in the district where the Supplier is based.



