



Co-funded by the
European Union



Service Agreement

ICT Development and Technical Implementation Services

- (1) **EIT RawMaterials GmbH**,
Europaplatz 2,
D-10557 Berlin, Germany,
(hereinafter referred to as: “**EIT RawMaterials**”),

and

- (2) **[•]**,
(hereinafter referred to as: the ‘**Contractor**’)

- both hereinafter the “**Parties**” and each a “**Party**”-

0. Preliminary Remarks

- 0.1. The European Institute of Innovation and Technology (EIT) is an EU body created by the European Union in 2008 to strengthen Europe's ability to innovate. The EIT is an integral part of [Horizon Europe](#), the EU's key funding programme for research and innovation.
- 0.2. The EIT supports the development of dynamic, long-term European partnerships among leading companies, research labs and higher education. These partnerships are called [Knowledge and Innovation Communities](#) (KICs) and each is dedicated to finding solutions to a specific global challenges, from climate change and sustainable energy to healthy living and food.
- 0.3. Under the Digital Education Action Plan (2021-2027), which outlines the European Commission's vision for high-quality, inclusive and accessible digital education in Europe, especially under Action 13 "Encourage women's participation in STEM" (science, technology, engineering, and mathematics), and under the Union of Skills, the European Commission expects Girls Go STEM to equip 100,000 girls aged 14-19 with digital skills through a learning model that engages girls in an EIT-branded digital learning platform by 2028.
- 0.4. The [Girls Go STEM Project](#) will achieve this ambition and involve secondary school students in the selected countries who will participate in a 5 to 7-hour training on technology, digital skills and the circular economy.
- 0.5. [EIT RawMaterials](#), being the largest consortium in the raw materials sector worldwide and represented by its umbrella organization, EIT RawMaterials GmbH, is coordinating all EIT activities within the Girls Go STEM Project.
- 0.6. The services under this contract have been subject to a public procurement procedure run by EIT RawMaterials GmbH, in which contractor's tender was chosen as the most economically advantageous tender according to the contract award criteria set out in the procurement documents.

With this Agreement the performance of the services shall be defined.

1. Constituent Parts

1.1. Constituent Parts of the Service Agreement (as well as of the Statements of Work issued on its basis) are – in case of conflict or discrepancy in the following order – exclusively:

1.1.1. this Service Agreement

1.1.2. the Statement of Work

1.1.3. the contractor's tender

1.1.4. General Terms of Contract for the Execution of Services Part B of the Contracting Rules for Services (VOL/B)

1.1.5. Articles 28 and 29 FPA (EIT – EIT RawMaterials)

1.2. Terms and conditions of the contractor, documents not listed in paragraph 1.1 or any other correspondence, provision, expression or acknowledgement shall not constitute a part of this agreement, unless specifically agreed otherwise in text form.

2. Performance of the services

2.1. Contractor shall perform and deliver the services as set forth in this Agreement and its Constituent Parts as set out in section 1. The exact specification of the services will be set out in detailed Statements of Work to be issued by EIT RawMaterials and agreed between the parties, based on this Agreement.

2.2. Contractor agrees that the Services will be provided in a manner consistent with the ambitious goals and focused to achieve the goals and vision of the Girls Go STEM Project as set out in the preamble. Those goals, visions and KPI's may be subject to adjustments by EIT RawMaterials during the term of the Agreement.

2.3. Contractor performs the services from its own premises or – as need may be – from EIT RawMaterials' premises or other venues. Contractor shall use its own tools and materials and work forces.

Contractor shall employ those persons for the performance of the Agreement indicated in its tender in the procurement procedure.

Substitution of these persons and/or their positions in the project is subject to prior written consent of EIT RawMaterials which need only be given in case the contractor proves serious objective grounds for the substitution, e. g. long-term illness, dismissal, or the like. Besides, substitutes for own personnel or freelance or other subcontractors are admissible only as far as the contractor can prove their equivalent level of qualifications and experience as shown by the evaluation results achieved by the persons to be replaced in the procurement procedure.

On the other hand, EIT RawMaterials is entitled to demand the substitution of personnel on substantial objective grounds, e.g. repeated malperformance.

- 2.4. Subcontracting by the contractor beyond the scope or functions specified in the tender must be notified to EIT RawMaterials in writing two weeks in advance comprising the planned content, scope and name of the subcontractors. EIT RawMaterials may reject subcontracting for objectively justifiable reasons within a period of 10 days after receipt of the notice. The contractor shall be responsible for the services provided by its subcontractors and for their acts and omissions, failures and negligence to the same extent as for its own.
- 2.5. Contractor shall notify EIT RawMaterials of any arising hindrances to the services to be performed without undue delay and in text form and shall take any reasonable measure to mitigate the consequences of such situation, in agreement with EIT RawMaterials.

3. Cooperation

- 3.1. The Parties will trustfully work together to achieve the best achievable success. Thus, both Parties shall contribute their whole experience, network and know-how. In addition, the contractor shall work closely and trustfully together with further stakeholders of the Girls Go STEM Project, i.e. representatives of the participating KICs of the EIT and other assigned contractors, in particular the platform service provider where the online learning platform which is subject of this agreement is hosted and technically operated as well as the translation contractor and the outreach contractor.
- 3.2. Contractor commits itself to the principles of EIT RawMaterials as laid out in the statutes of EIT RawMaterials and the Statement of Work.
- 3.3. Key contact on the side of EIT RawMaterials is Marta Lorusso, on the side of the contractor is [●].

4. Terms of Payment

4.1. The services will be performed on a fixed price basis for the term of this Agreement. Any additional or unscheduled service or deliverable items to be provided by the contractor outside of the agreed scope of services must be mutually agreed upon in text form (both parties acting reasonably and in good faith) prior to execution of the respective item.

4.2. The fees daily rates (min 8 hrs/ day) are set down in the price sheet. Hourly rates are one eighth of the daily rate.

The fees include all services as indicated in the constituent parts, over the whole duration of the assignment, including extra hours/night/weekend/holiday work, communication and all other incidental and additional costs, charges and expenses, as well as all taxes (exclusive of VAT), as far as cost and expenses are not subject to reimbursement according to the EIT RawMaterials External Travel & Expense Reimbursement Policy.

4.3. Contractor will issue invoices matching all legal requirements, in particular according to sections 14 and 14a of the German VAT-Code (Umsatzsteuergesetz) with the elements set forth below, for properly delivered services based. Invoices are due and payable within 30 working days of receipt of the invoice by EIT RawMaterials. Invoices must include a verifiable, detailed time sheet containing the descriptions of services rendered with the respective dates and name of the involved personnel. Invoices shall contain the following:

4.3.1. the date of issue,

4.3.2. the sequential number which uniquely identifies the invoice,

4.3.3. the VAT identification number of the contractor and EIT RawMaterials,

4.3.4. the full name and address of the contractor and EIT RawMaterials,

4.3.5. the extent and nature of the services rendered,

4.3.6. the date on which the supply services were made or completed,

4.3.7. the taxable amount per rate or exemption, the unit price exclusive of VAT and any discounts or rebates if they are not included in the unit price,

- 4.3.8. the VAT rate applied and the VAT amount payable, or – in the case of an exemption or where EIT RawMaterials is liable for payment of VAT – reference to the applicable provision or any other reference indicating that the supply of services is exempt or subject to the reverse charge procedure.
- 4.4. All remuneration for services under this Agreement is limited by an annual budget ceiling as follows:
- 4.4.1. 2026: 180,700 EUR
 - 4.4.2. 2027: 310,930 EUR
 - 4.4.3. 2028: 310,930 EUR

VAT is excluded in the aforementioned annual budgets.

5. Intellectual Property Rights

- 5.1. All items created or achieved by EIT RawMaterials and provided by or on behalf of EIT RawMaterials for the performance of the Services and/or embedded in the Services delivered shall at all times remain the exclusive property of EIT RawMaterials to the extent permitted by law. Contractor shall have no right, title or interest in or to such items.
- 5.2. Subject to clause 5.3 below and to payment of the contractor's fees owed, the contractor hereby transfers to EIT RawMaterials all of the rights in the results of its services under this Agreement including the right to apply for registration of intellectual property rights, or, to the extent that such transfer is not permitted by law, the exclusive or, if such exclusive right to use is not permitted by law, the non-exclusive right to use all of those results; EIT RawMaterials hereby accepts each of such transfers. Such right to use shall cover all forms of exploitation and use, whether known or unknown, and shall be unlimited in scope, territory and time. EIT RawMaterials shall be entitled to transfer such rights to third parties and/or grant transferable or non-transferable, exclusive or non-exclusive rights to use the results and to amend or alter the results and to use those amended results in the same scope. Contractor hereby expressly waives all rights he may have as creator with regard to the services results set forth above, in particular without limitation the right of being named as creator and the right of access to the services results; EIT RawMaterials hereby accepts each of such waivers.

- 5.3. All rights to reuse processes created or utilised by the contractor to generate work product hereunder are reserved to the contractor for the creation of derivative works for the contractor and its other clients, but only if such derivative works or the reuse of such processes does not disclose any of EIT RawMaterials confidential or propriety information. Contractor shall retain ownership of works, materials, programs, processes, etc. proprietary to the contractor which have been developed or created by the contractor: (i) prior to this Agreement; (ii) outside the scope of the delivered services; or (iii) for use in the contractor's business or provision of services generally. Notwithstanding any provision to the contrary, nothing in this Agreement grants EIT RawMaterials any right, title or interest in any Intellectual Property Rights owned, licensed or developed by the contractor prior to the date of this Agreement, outside the scope of the services, or for use in its business or provision of services generally."
- 5.4. This section 5 shall be applicable – where appropriate mutatis mutandis – to results of the services which may be the subject-matter of patents and patent applications and copyrights as well as utility models, know-how and other industrial or intellectual property rights and applications, and to rights attached to databases. This section 5 shall also apply accordingly to the parts of service results created or achieved by the contractor working with third parties (in particular subcontractors) for the execution of this Agreement.
- 5.5. The rights of EIT RawMaterials in the service results pursuant to this section 5 shall remain unaffected by the termination of this Agreement.
- 5.6. Contractor shall not, without EIT RawMaterials prior written consent, publicly make any reference to EIT RawMaterials, whether in press releases, advertisements, sales literature or otherwise.
- 5.7. The Girls Go STEM and EIT Community brands appear on products, e.g., by stating "powered by Girls Go STEM". EIT Community's branding guidelines will be observed.
- 5.8. For the term of this Agreement, EIT RawMaterials grants (on a non-exclusive basis) all rights of use and intellectual property rights (e.g. to the use of trademarks, logos etc.) necessary for the implementation of the Services as agreed between the Parties.
- 5.9. Further details and specifics of these IP assignments and licenses are to be set out in the applicable Statement of Work.

6. Confidentiality

6.1. EIT RawMaterials and the contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the Agreement and identified as confidential and/or proprietary.

6.2. Each Party shall:

- 6.2.1. not use confidential information and documents for any purpose other than fulfilling its obligations under this Agreement;
- 6.2.2. ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
- 6.2.3. not disclose directly or indirectly confidential information and documents to third parties without prior written consent of EIT RawMaterials other than to those approved subcontractors appointed pursuant to clause 2.4 above or to its affiliated companies as far as those require access to this information for the performance of the contract.

6.3. The term "Confidential Information" does not include such information which:

- 6.3.1. is available in the public domain or generally at the time the respective Party was provided with such information (except by reason of any breach of this agreement by the respective Party or its representatives);
- 6.3.2. was already legitimately in the possession of the respective Party and not subject to a duty of confidentiality, before the respective Party received the information from the other Party; or
- 6.3.3. the respective Party had received from a third party who was entitled to disclose this information without restriction.

7. Absence of Restrictions; Conflict of interest

7.1. Contractor declares that it is presently under no contractual or other restriction or obligation which is inconsistent with the contractor's execution of this Agreement or the

performance of the Services, and during the term of this Agreement, the contractor will not enter into any agreement, either written or oral, which conflicts with this Agreement.

- 7.2. Contractor shall report to EIT RawMaterials in written form on any conflict of interest arising during the term of Agreement and shall take any reasonable measure to avoid those conflicts, as mutually agreed between the parties acting always reasonably and in good faith.

8. Contract duration, Option

- 8.1. The Agreement shall become legally binding and effective as from the contract award in the procurement procedure and shall end on 31 December 2026.

- 8.2. EIT RawMaterials has the unilateral right to extend the contract twice for 12 months each (extension option). The extension option must be exercised in writing two months prior to the end of the current term. Periods and dates remain unaffected by exercising the extension option. The contractor shall not be entitled to an extension of this contract. Contract extensions are depending on the continuation of the Girls Go STEM Project beyond the end of the contract term and available funding. In case of a contract extension the budget shall be specified without any obligation for EIT RawMaterials according to the available funding and payment schedules shall be agreed upon by the parties accordingly.

- 8.3. This contract may be terminated for a compelling reason without notice. Compelling reasons shall be deemed to exist if the terminating party, taking into account all the circumstances of the specific case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed end or until the expiry of a notice period. For the client there is a compelling reason for extraordinary termination, in particular if

- a) execution is levied on the assets of the contractor, unless there is no danger of a deterioration of assets;
- b) the contractor suffers a deterioration of assets;
- c) the contractor ceases his business operations;
- d) the contractor's eligibility is impaired in such a way that there is no longer any confidence in the ability to provide his services to the client in accordance with the contract;

- e) the contractor breaches its obligations of confidentiality under section 6;
 - f) if, after the conclusion of this contract, circumstances become known on the basis of which the contractor would have had to be excluded as a tenderer in the procurement procedure; the same applies if the contracting authority would have been entitled to exclude the contractor;
 - g) the contractor breaches an obligation otherwise incumbent on him under this contract as a result of intent or gross negligence or notwithstanding a warning by EIT RawMaterials or if it becomes impossible for him to fulfil such an obligation or if he seriously refuses to do so.
- 8.4. If the compelling reason consists of the breach of a contractual obligation, the termination is only permissible after the unsuccessful expiry of a period of time set for remedy or after an unsuccessful warning. For the dispensability of the determination of a deadline for remedy and for the dispensability of a warning notice, section 323 paragraph (2) nos. 1 and 2 BGB applies accordingly. The determination of a period of time for remedy and a warning notice are also dispensable if special circumstances exist which, after weighing the interests of both parties, justify immediate termination.
- 8.5. The other rights of withdrawal and termination as well as claims for damages according to BGB and VOL/B remain unaffected.
- 8.6. A cancellation or withdrawal from the contract must be in writing.
- 8.7. In case of termination of the Agreement the contractor receives fees for services provided until the effective date of the termination. Further compensation or reimbursement is excluded.

9. Liability

- 9.1. Unless otherwise stipulated in this Agreement, the parties shall be liable in accordance with the statutory provisions.
- 9.2. The total liability of a party for damages due to simple negligence in connection with this Agreement (all claims combined) shall be limited to the amount of the order volume under this Agreement.

9.3. The limitations of liability shall also apply in favour of the parties' employees and for companies affiliated with the party.

9.4. The limitations of liability do not apply to (a) damages caused by the breach of a warranty given at the time of the conclusion of the Agreement and (b) the obligation to compensate damages resulting from injury to life, body or health.

10. Data protection

10.1. The contractor agrees that the personal data provided by him can be processed and stored for the purpose of providing the contractual services. The consent of the persons employed in each case must be obtained by the contractor and proven on request.

10.2. The provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR) and the Federal Data Protection Act (BDSG) in the currently valid version shall apply.

10.3. If the processing of personal data will become necessary while rendering the contractual services, the parties shall conclude a contract processing agreement in accordance with Article 28 paragraph (3) GDPR (Auftragsverarbeitungsvertrag - AVV) in good time before the start of the services.

10.4. If the parties process personal data as joint controllers within the meaning of Article 26 of the GDPR, the parties will conclude a joint controller agreement in accordance with Article 26 paragraph (1) sentence 2 GDPR.

11. Status

EIT RawMaterials and contractor agree that the contractor acts as an independent contractor for all purposes, including but not limited to payroll and tax purposes. Nothing in this Agreement is intended to create or prove any employment or joint employment or associated relationship or partnership between EIT RawMaterials and the contractor.

12. Auditing of ECA and OLAF

Contractor acknowledges that the EIT, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) are entitled to exercise auditing and related rights under the FPA (Framework Partnership Agreement), concluded between EIT RawMaterials and EIT, also with regard to this Agreement, and agrees to comply with these rights. Such rights are described in Articles 28 and 29 of the FPA.

13. Assignment

This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by either Party without the prior written consent of the other Party.

14. Entire Agreement

This Agreement including its constituent parts constitute the entire agreement of the Parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements, and understandings between the Parties. This Agreement may be amended or extended only by a writing signed by both Parties. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, will constitute a single instrument.

15. Applicable Law, Place of Jurisdiction

15.1. This Agreement shall be governed by, and construed in accordance with, German law without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

15.2. Place of jurisdiction is Berlin.

16. Severability; Waiver

If any clause, term, or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other clause, term or provision hereof. Failure of either Party at any time to enforce any of the



provisions of this Agreement shall not be deemed to be a waiver of such or any other provision hereof.

Signature page

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date set forth below.

Place, Date: _____

Place, Date: _____

EIT RawMaterials

Name: Bernd Schäfer, CEO

[•]

Name: [•]

Place, Date: _____

Place, Date: _____

EIT RawMaterials

Name: Dr Andreas Klossek, COO

[•]

Name: [•]