



TERMS OF CONTRACT

FOR

**OUTREACH AND LEARNING SUPPORT FOR SECONDARY SCHOOLS FOR
THE GIRLS GO STEM PROJECT**

between

EIT RawMaterials GmbH, represented by the Management, Europa Center,
Knesebeckstr. 62, D-10719 Berlin

- hereinafter referred to as the “client”, “EIT RawMaterials” or “contracting entity” -

and [...]

- hereinafter referred to as the “contractor” -

- Client and contractor together also “contracting parties” -

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Preamble

(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.

(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.

(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, and under Action 13 "Encourage women's participation in STEM" (science, technology, engineering, and mathematics), 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.

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 digital skills and the circular economy.

(4) [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.

(5) 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.

NOW THEREFORE, in consideration and inclusion of the above, the Parties hereby agree as follows:

1. Subject matter of the contract and objectives

(1) This contract shall apply to the performance of outreach and learning support services in secondary schools for the Girls Go STEM Project.

(2) With this contract, only services are exchanged between the client and the contractor. This does not constitute the foundation of a company under corporate law.

(3) The objective of this contract is to make a significant contribution to high-quality, inclusive and accessible digital education in Europe, while increasing women's participation in STEM, by equipping 100,000 girls aged 14-19 in 37 different countries with digital, green and entrepreneurial skills by the end of 2028.

This objective may be subject to adjustments by the client during the term of this contract.

(4) The Girls Go STEM Project, which is the subject of the services to be provided under this contract, involves, in addition to EIT RawMaterials, six other Knowledge and Innovation Communities, namely

- EIT Food
- EIT Urban Mobility
- EIT Health
- EIT Culture and Creativity
- Climate-KIC
- 28 Digital

Only the client is entitled and legally bound under this contract. The other KICs mentioned in this paragraph shall participate in project-specific coordination meetings, and the contractor shall be obliged to cooperate with their representatives or representatives of their umbrella organisations in the same trustworthy manner as with representatives of the client.

2. Constituent parts of the contract

(1) The following documents shall be constituent parts of the contract:

- a) this contract,

- b) the statement of work,
- c) the contractor's tender dated [...]
- d) the General Terms and Conditions of Contract for Services (VOL/B), 2003 version,
- e) Articles 28 and 29 FPA (EIT – EIT RawMaterials)

(2) In the event of contradictions between the contractual components listed in paragraph (1), the order of precedence shall be determined in accordance with the above list. A contradiction in the aforementioned sense does not exist if a subordinate contractual component supplements or specifies a previous one. General terms and conditions of the contractor shall not become part of the contract.

3. Provision of services

(1) The contractor shall provide the services set down in the specifications.

(2) The contractor shall provide all services under this contract in accordance with its objectives and its constituent parts as well as the applicable statutory and official regulations at the place of performance. The contractor shall perform all services with due care and in accordance with the principle of economic efficiency. The contractor shall independently inform himself about all legal provisions and regulations concerning the services and shall be responsible for complying with them.

(3) The contractor shall regularly inform the client about the status of his services. If not agreed upon otherwise information must be given by electronic means at least once per week.

(4) The contractor undertakes to deploy only carefully selected personnel for the services under this contract, who are unrestrictedly suitable for the services both professionally and personally and who have the required qualifications to be able to perform the services at all times on schedule and in due quality. The contractor shall ensure that all statutory provisions and regulations of the country of deployment, in particular the labour law including applicable collective bargaining agreements are complied with. The contractor shall only employ foreign workers - in relation to his own country of domicile - if all applicable legal requirements are met, in particular any valid work and/or residence permits that may be required. Upon request, the contractor shall provide the client with copies of the relevant evidence free of charge. The contractor shall oblige its employees designated and used for the services to maintain secrecy

about all events and information of which they become aware in connection with the services under this contract. This obligation must continue after the end of the respective employment relationship.

(5) The contractor shall provide all services under this contract independently and shall control the necessary processes on his own responsibility. Neither the contractor nor the personnel employed by him to render the contractual services are subject to the instructions of the client in the performance of their contractual obligations. The operational interests of the client must be taken into account.

(6) The personnel designated for the services are not bound by any time or place constraints when providing the contractual services. The person can determine his or her own working hours and place of work. However, project-related specifications of the client regarding the time and place of performance are to be taken into account as well as technical specifications, insofar as these are necessary for the proper rendering of the contractual services.

(7) Changes in services may be requested by the client in accordance with section 2 VOL/B and otherwise agreed by mutual consent between the contracting parties.

4. Contact person

(1) Contact person on the client side is Marta Lorusso. The contact data will be communicated after the conclusion of the contract. The client can change the contact person during the contract term.

(2) The contractor has named the person indicated in his tender as contact person. The named person is responsible for queries and is authorised to make and receive legally binding declarations in connection with the implementation of this contract.

5. Communication, cooperation

(1) The contracting parties commit themselves mutually to trustful and constructive cooperation and to promoting the objectives of this contract. They agree that successful cooperation requires close and regular coordination between the parties. At the request of the client, meetings are to be held in person at the venue chosen by the client for this purpose. At

least the designated contact person (section 4) on the contractor's side must attend meetings in person.

(2) All services shall be provided on the basis of the contractor's tender and in close coordination with the client. Notwithstanding section 8, services shall only be implemented after express approval of the concepts and plans by the client. The contractor is not entitled to an implementation of his proposals.

(3) The contractor will also work in a trustworthy and constructive manner with third parties named by the client. These will be, in particular, representatives from EIT HQ in Budapest and all other seven Knowledge Innovation Communities and their umbrella organisations.

(4) The client attaches the highest importance to continuity in the cooperation with the contractor. The contractor shall ensure that his services are not affected by illness, vacation or other absences. A substitution of the contact person (section 4) and the persons indicated in the tender is only permitted with the consent of the client. The client shall not refuse his consent if the exchange is unavoidable for reasons which could not be foreseen by the contractor (e.g., long-term illness, dismissal or the like) and under the condition that the contractor offers a suitably qualified replacement. Any necessary training shall be at the expense of the contractor.

(5) The client is entitled to demand the substitution of personnel on substantial objective grounds, e.g. repeated malperformance, lack of sufficient engagement or experience or the like.

(6) Working language between the contracting parties shall be English.

6. Cooperation of the client, documents provided

(1) The client shall provide the contractor with all information and documents required for the performance of the services, including the necessary image, video and audio material, unless this information is generally accessible or the contractor is required to create or procure them himself as part of his obligations under this contract. If the contractor considers the information and documents provided to be insufficient, the contractor shall inform the client thereof without delay.

(2) Unless the cooperation of the client has been expressly agreed, the contractor shall inform the client in good time of the cooperation required from his point of view so that performance of the services in due time is not at risk. If, in the opinion of the contractor, the client does not cooperate or does not cooperate on time or properly and this is essential for the performance of his services, the contractor shall immediately inform the client of this matter in text form (e.g., e-mail).

(3) All information, documents, materials, including the necessary image, video and audio material, software programmes, programme modules, systems, files or data carriers and other work and operating resources made available to the contractor by the client remain the property of the client at all times. They may only be used to fulfil contractual obligations. The documents made available are to be returned to the client immediately after the contractually owed services have been processed. Any copies made must be deleted. The same applies to documents sent electronically. There is no right of retention. This does not apply to documents which the contractor is legally obliged to keep.

7. Default, failure to meet contractual targets, contractual penalty

(1) If the contractor fails to meet an agreed date or deadline, he shall be in default without reminder. This does not apply if the service is not rendered due to circumstances for which the contractor is not responsible. In the event of default, the contractor shall forfeit an appropriate contractual penalty to be determined by the client in each individual case. The same applies if the target number of participants in the learning programme subject to the contract falls short by more than 10%. Contractual penalties are limited to 5 % of the total remuneration of this contract.

(2) As soon as it becomes apparent to the contractor that there will be considerable delays with regard to contractual deadlines or dates or problems reaching out to the target number of participants in the learning programme subject to this contract, he shall inform the client without delay, stating the reasons and the expected duration of the delay at least in text form (e.g., e-mail). Neither this notification nor silence on the part of the client shall constitute recognition of new deadlines.

8. Acceptance of services

(1) If the contractor is to deliver concrete work results, these work results are subject to acceptance by the client. For this purpose, the client shall determine an appropriate inspection period, which shall be calculated according to the scope of services and the associated expenditure of the client for the inspection. The inspection period begins with the delivery of the completed work results to the client.

(2) If the examination of the service reveals that the service to be accepted does not meet the specified contractual requirements, the client shall notify the contractor of this in writing. The contractor shall ensure that the work is performed in accordance with the contract without delay, at the latest within a reasonable period to be determined by the client in each individual case and shall then make the work results available to the client again for acceptance.

(3) Partial acceptances of services do not take place.

9. Rights of Use, Indemnification

(1) For the term of this contract, the customer grants a worldwide, non-exclusive right of use to trademarks, logos, content etc. in connection with the Girls Go STEM Project exclusively for the purpose of providing the contractually agreed services.

(2) The contractor shall in no case use trademarks, logos, content etc. in connection with the Girls Go STEM Project or parts thereof in any other ways than those explicitly set out in this contract or amendments to this contract. Without limiting the generality of the foregoing, the contractor shall in particular not (i) use trademarks, logos, content etc. in connection with the Girls Go STEM Project or parts thereof for any other purposes than for the fulfilment of this contract; (ii) distribute, sell, resell, lease, rent, loan or otherwise transfer, sublicense or assign trademarks, logos, content etc. in connection with the Girls Go STEM Project or parts thereof to any third party without the prior written approval (e-mail or text form is not sufficient) of the client; (iii) make copies of trademarks, logos, content etc. in connection with the Girls Go STEM Project or parts thereof except for those necessary for the implementation of the Girls Go STEM Project in accordance with this contract; (iv) use trademarks, logos, content etc. in connection with Girls Go STEM Project or products, services or other work results arising from the project for the purpose of developing competitive programmes, products or services; (v) remove, modify or conceal any proprietary or copyright notices, legends or trademarks of EIT RawMaterials, the EIT and other KICs involved.

(3) The client retains ownership in all intellectual property rights in and to the Girls Go STEM Project as they presently exist, as well as with regards to future developments, additions, and modifications and any documentation thereof. Third party software remains in the ownership of the respective third party.

(4) The right to register any intellectual property right or trademarks in connection with the Girls Go STEM Project or any modifications thereof shall remain exclusively with the client.

(5) The contractor shall be liable for any breach of this contract by the contractor or its employees and shall indemnify and hold harmless the client from any claims brought against the client by third parties due to an infringement of this section 9.

10. Transfer of work results, transfer of rights

(1) Insofar as the work results are embodied in reports, data carriers, samples and other documents, they must be handed over to the client and become the property of the client upon delivery.

(2) The contractor shall grant the client in each case the exclusive, irrevocable right, unlimited in time, place and content, to use the copyrightable work results owed under this contract for all known types of use itself or to have them used by third parties, in particular by all other KICs. The client hereby accepts the transfer of rights according to sentence 1. The contractor will not use the services rendered for the client, in particular all ideas, drafts and designs, in the same or modified form for other clients. Rights of use and exploitation for preliminary stages or final products rejected or not executed by the client shall remain with the contractor, insofar as the client has not remunerated the rejected preliminary stages or final products. In the event of remuneration, sentence 1 shall apply accordingly.

(3) The right of use according to paragraph (2) includes in particular the right of reproduction, distribution, exhibition, public lecture, inclusion in information and documentation systems, the right to perform and demonstrate, the right to broadcast, the right of communication by means of audio-visual media and radio transmissions in analogue and/or digital form, as well as online rights. It therefore applies to any type of use in the areas of print, offline, online, broadcasting, performance.

(4) The client also acquires the right to make changes of any kind to the provided services, in person or by a third party, (editing right) and to publish, exploit or use them in any other manner specified above without the consent of the contractor.

(5) If third parties are involved who act on behalf of the contractor in the course of providing the services (cf. section 13), the contractor shall ensure that the rights arising from their cooperation are transferred to the client in accordance with the above paragraphs. If this is not possible, the legal framework must be clarified in close consultation with the client.

(6) The contractor guarantees that all services under this contract are not encumbered with ancillary copyrights and/or other rights of third parties. The contractor shall indemnify the client from all claims of third parties against the client arising from the infringement of intellectual property rights, unless the contractor has expressly informed the client in writing of any concerns that may exist on the part of the client from the point of view of an advertising merchant with regard to the content or legal admissibility of a communication measure and the client has subsequently confirmed this measure in writing in the knowledge of these concerns and then carries out or implements it.

(7) The transfer of rights in accordance with this section 9 shall be settled with the agreed remuneration.

(8) The above paragraphs (2) to (7) shall apply accordingly to related rights.

(9) All rights possibly transferred to the contractor by the client shall revert to the client upon termination of this contract.

(10) If the contract is terminated before the service has been provided, paragraphs (2) to (9) shall apply mutatis mutandis to the part already completed.

(11) The rights of the author according to section 40a (1) UrhG remain unaffected.

11. Confidentiality

(1) The contractor undertakes to keep confidential information secret in accordance with the following provisions:

(2) "Confidential information" means any information, which is disclosed by of EIT RawMaterials or an entity affiliated with EIT RawMaterials ("affiliate") or the other KICs

conducting the Girls Go STEM project which the contractor receives directly or indirectly, in a written, spoken, or any other manner, or obtains knowledge thereof in any other way and which

(i) have commercial value, and

(ii) is either marked as confidential by EIT RawMaterials, an affiliate or another KIC in its reasonable discretion or where a legitimate interest of EIT RawMaterials, an affiliate or another KIC in keeping it confidential arises either from the nature of the information or the disclosure.

(3) In particular, the following shall be deemed to be confidential information

- business secrets, know-how, products and product ideas, product composition, pricing structures and strategies, business connections, business strategies, business plans, financial information and financial planning, personnel matters, digitally embodied information,
- technical information, inventions, drawings, drafts, sketches, plans, descriptions, specifications, results of measurements, experience, procedures, patterns, source code, program code,
- the existence and content of this contract.

(4) Confidential information shall not, however, include any information, of which the contractor can prove that it

(i) is or becomes generally known or readily available to persons in the circles that ordinarily handle that type of information;

(ii) the information was already known to the Partner at the time of disclosure by EIT RawMaterials, an affiliate or another KIC without breach of an obligation of secrecy;

(iii) EIT RawMaterials has waived the protection of the information in writing;

(iv) is obtained by the contractor from a third party without a breach of the third party's obligations of confidentiality;

(v) was obtained by an observation, examination, disassembly, or testing of a product or article that has been made publicly available; or

(vi) is independently developed by the contractor without use of or reference to the confidential information of EIT RawMaterials, an affiliate or another KIC.

(5) In the event that confidential information must be disclosed as a result of a regulatory or court order or a statutory obligation the contractor may only disclose confidential information necessary to fulfill the obligation and shall inform EIT RawMaterials thereof without undue delay, as soon and as far as permitted by law. The contractor shall support EIT RawMaterials, an affiliate or another KIC in order to obtain a protective order, to avoid the disclosure or to enforce other protective measures, as far as legally possible.

(6) The contractor shall keep all confidential information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and not disclose any confidential information received by it to any third party (except as otherwise provided herein). The contractor shall be responsible for any breach of this contract by any of its directors, officers, employees, agents or representatives ("representatives"), irrespective of whether the respective representatives were entitled to obtain such information under this contract.

(7) The contractor shall

- (i) keep all documents and material that contains confidential information separated from other documents, materials and recordings in a way that ensures that confidential information is recognizable as trade secret of EIT RawMaterials, an affiliate or another KIC and that they are protected against theft and unauthorized access;

- (ii) not make any copies of confidential information;

- (iii) inform EIT RawMaterials immediately after gaining knowledge of an actual or an imminent unauthorized use or an actual or imminent unauthorized disclosure of confidential information and to take all necessary actions in order to avoid or stop such misuse or disclosure, if necessary with the support of EIT RawMaterials.

(8) The contractor may provide confidential information to representatives, provided however, that the contractor shall

- (i) limit the disclosure to those who need to know such confidential information for the purpose of fulfilling this contract and only for that purpose;

- (ii) advise them of the proprietary nature of the confidential information and of the obligations set forth in this contract;

(iii) ensure that such Representatives are bound by confidentiality obligation not less stringent than those set out in this contract.

(9) The disclosure of confidential information to subcontractors is subject to

(i) the written approval (e-mail or text form is not sufficient) of the disclosing party and

(ii) the requirements set forth in this section 10 in respect of the disclosure to representatives of the contractor.

(10) All rights to confidential information remain with EIT RawMaterials, an affiliate or another KIC and nothing in this contract shall be construed to constitute an

(i) explicit or implied transfer of a right to use or grant of a license in respect to confidential information; or

(ii) an obligation to disclose any specific information.

Given the nature and importance of the confidential information the contractor acknowledges that the EIT RawMaterials, an affiliate or another KIC may be irreparably damaged by any unauthorized disclosure of any confidential information. Without prejudice to the rights and remedies otherwise available EIT RawMaterials, an affiliate or another KIC shall be entitled to obtain equitable relief, including an injunction or specific performance without the necessity of showing actual monetary damages.

After termination of this contract or and at any time upon request of EIT RawMaterials the contractor shall

(i) promptly redeliver or destroy all written confidential information and any other written material containing or reflecting any of the confidential information in its possession or its representatives' possession,

(ii) not retain any copies, extracts or other reproductions in whole or in part, mechanical or electronic, of such written material, and

(iii) destroy all computer records, documents, memoranda, notes and other writings prepared by EIT RawMaterials, an affiliate or another KIC or representative based on the confidential information and to provide written certification of same to the EIT RawMaterials. Statutory retention obligations remain unaffected.

(11) The confidentiality obligations survive termination of this Contract for five (5) years.

12. Data protection

(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.

(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.

(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.

(4) If the contractor processes personal data outside the European Union and European Economic Area, the parties shall, in good time before the start of the services, conclude the standard contractual clauses ("SCC") for the transfer of personal data to processors in third countries in accordance with the Commission Implementing Decision 2021/914/EU on standard contractual clauses for the transfer of personal data to third countries pursuant Regulation (EU) 679/2016.

(5) 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 and, if necessary, the standard contractual clauses for the transfer of personal data to third countries in accordance with Commission Implementing Decision 2021/914/EU on standard contractual clauses for the transfer of personal data to third countries pursuant Regulation (EU) 679/2016 in good time before the start of the services.

13. Remuneration, payments

(1) All services under this contract will be provided and remunerated on the basis of an annual budget. A billing/payment schedule will be mutually agreed on the basis of the contractor's tender. An annual budget ceiling (VAT excluded) shall apply as follows:

- Lot 1.1 Western Balkans: 137.880 EUR
- Lot 1.2 Central-Eastern Europe: 137.880 EUR
- Lot. 1.3 Baltic & Nordic: 78.888 EUR
- Lot 1.4 Western Europe: 91.997 EUR
- Lot 1.5 Southern Europe / Mediterranean: 131.325 EUR
- Lot 1.6 Eastern Partnership: 78.888 EUR

The specific budget in the event of an extension of the contract depends on the availability of corresponding funding and might be higher or lower than indicated in sentence 3.

(2) Fees include all services under this contract over the whole duration of the contract, including all costs for experts, administration, research, extra hours/night/weekend/holiday work, travel, communication and all other incidental and additional costs, charges and expenses, as well as all necessary taxes (except VAT) and the transfer of rights according to section 9 of this contract. Subsequent claims are excluded, unless the contracting parties agree on a change in services. If the contractor is not domiciled in Germany, the reverse charge procedure shall apply (c.f. section 13b paragraph (2) no. 1 and paragraph (5) of the German Value Added Tax Act – Umsatzsteuergesetz).

(3) 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 (e.g., e-mail) prior to execution of the respective item.

(4) The contractor will issue invoices matching all legal requirements, in particular according to sections 14, 14a of the German VAT-Act (Umsatzsteuergesetz), for properly delivered services based upon the agreed billing/payment schedule (c.f. paragraph (1)). Invoices are due and payable within 30 days of receipt of the invoice by the client. Invoices must include a

verifiable, detailed description of services rendered with the respective dates and name of the involved personnel. Advance payments are excluded.

14. Liability and third party insurance

(1) The contractor is liable for all damages caused by him, his employees, in particular the persons employed and vicarious agents. In the case of slightly negligent breaches of duty, liability is limited to a total of one million euros. Limitations of liability shall not apply to claims based on intent and gross negligence, in the event of injury to life, body or health, in the event of fraudulent intent, insofar as the Product Liability Act applies, and in the event of guarantee promises. The contractor shall be liable for defects in his services in accordance with the statutory regulations and VOL/B.

(2) The contracting parties shall not be liable to each other for damages and/or the breach, non-performance, late performance or poor performance of obligations under this contract caused by force majeure or other circumstances beyond the control of the contracting parties (e.g. strike, storm, etc.).

(3) The contractor shall indemnify the client against all claims of third parties which are based on a violation of statutory/collective bargaining or other regulations which the contractor is obliged to observe in connection with the provision of his services under this contract, including the obligation to pay taxes and social security contributions. Should the client be held liable accordingly, he shall be entitled to reduce remuneration under this contract accordingly to the extent of the claims. This shall apply until any claims of the client for repayment have been settled and the contractor proves that it has settled the claims of third parties and is also able to do so in the future.

(4) During the term of this contract, the contractor shall be obliged to insure his liability risks, which may affect him in connection with the performance of services, with a public liability insurance policy for property damage, personal injury and financial losses under the conditions of a normal company liability insurance policy. The public liability insurance must cover the following amounts any one event and two in the aggregate per year:

- Personal injury:
min. EUR 1,000,000.00

- Property damage:
min. EUR 1,000,000.00
- Financial loss:
min. EUR 100,000.00.

The contractor must ensure that the insurance company's obligation will remain for the term of this contract. This shall also apply in the event that the contractor changes insurers. Proof of the existence of insurance cover must be provided at the beginning of this contract and at the beginning of each calendar year at the request of the client by presenting a copy of a current confirmation from the insurer.

15. Subcontracting

- (1) Subcontracting by the contractor is only permitted with the prior written consent of the client. In the case of subcontractors named in the contractor's tender, approval shall be deemed to have been given upon conclusion of this contract.
- (2) If the contractor uses subcontractors for the provision of services, he shall be obliged to agree with the subcontractor, by contract in favour of the client, the client's rights existing under this contract and, at the expense of the subcontractor, the obligations existing under this contract vis-à-vis the client, insofar as the subcontractor in question is intended to fulfil his contractual obligations. At the request of the client, the contractor is obliged to provide the client with evidence of the corresponding contractual agreements with the subcontractor.
- (3) Subcontractors shall be instructed at the expense of the contractor.
- (4) Even in the event of subcontracting, the contractor shall be responsible for the contractual performance of the services. He is therefore liable to the client in any case for the proper overall execution of this contract.

16. Contract term, extraordinary termination of the contract

- (1) This contract shall come into force when the contractor is awarded the contract in the course of the procurement procedure. The signing of the contract after the award of the

contract is for declaratory purposes only. The contractor shall commence its services immediately after the conclusion of the contract. The contract ends on 31 December 2026.

(2) The client 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.

(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 10;
- 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 the client or if it becomes impossible for him to fulfil such an obligation or if he seriously refuses to do so.

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.

(4) The other rights of withdrawal and termination as well as claims for damages according to BGB and VOL/B remain unaffected.

(5) A cancellation or withdrawal from the contract must be in writing.

17. Set-off and right of retention

Rights of retention and rights to refuse performance on the part of the contractor are excluded, unless the client does not dispute the underlying counterclaims, or these have been legally established. The client is entitled to rights of retention and rights to refuse performance to the statutory extent.

18. Auditing of ECA and OLAF

The Partner acknowledges and agrees that the EIT, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise certain auditing towards it under the FPA (Framework Partnership Agreement) that EIT RawMaterials has concluded with the EIT. Such rights are described in Articles 28 and 29 of the FPA attached in Exhibit 6 to this Agreement.

19. Final provisions

(1) Amendments and supplements to this contract must be made in writing to be effective. This also applies to the waiver of this written form requirement itself. E-mails do not comply with the requirement of written form within the meaning of this contract and its components.

- (2) The place of performance is Berlin, unless otherwise specified in this contract.
- (3) Exclusive place of jurisdiction for all disputes arising from this contract or in connection with this contract is Berlin.
- (4) This contract including all legal questions and/or disputes arising from it shall be governed by German law to the exclusion of the UN Sales Convention.
- (5) The client has the right, with the consent of the contractor, to extend the contract to regions that are not covered by this contract at the time of conclusion of the contract. These regions correspond to the other regional lots listed in the service description that are not the subject of this contract. The extension of the contract requires that contracts for outreach services in the aforementioned regions have been terminated by the client and that the client has a corresponding need to re-commission outreach services in relation to the aforementioned regions. At the request of the client, the contractor is obliged in this case to submit an offer to the client that at least meets the requirements of the offer that the contractor prepared at the conclusion of this contract. The client shall grant the contractor a reasonable period of time to prepare the offer. The contractor is aware that there is no entitlement to commission services for the aforementioned regions. In the event of a need as described in sentence 3, the client shall conduct a competition among the contractors for the regions covered by the remaining lots. The contracts for these remaining lots shall contain a provision corresponding to this paragraph. The competition shall be decided according to the best value for money principle. The client reserves the right to cover the services in the event of need described in sentence 3 by means of an EU-wide tendering procedure.
- (6) Should any provision of this contract be or become invalid, the validity of the remaining provisions shall not be affected thereby. The contracting parties shall replace the invalid provision with a valid provision that comes as close as possible to the purpose of the invalid provision. The same applies to the filling of gaps.

Signature page

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

Place, Date

[Contractor, Signatory]

Place, Date

[Client, Signatory]