

**FRAMEWORK AGREEMENT  
SUBJECT MATTER EXPERT POOL**

**- EUROPEAN RAW MATERIALS ACADEMY &  
ADVANCED MATERIALS ACADEMY –**

By and between

**EIT RawMaterials GmbH,**

with business address at Knesebeckstr. 62/63, 10719 Berlin, Germany,  
registered with the Local Court (*Amtsgericht*) of Berlin-Charlottenburg HRB 168389,  
VAT# DE301692026,

- “EIT RawMaterials” or “EIT RM”

and

**<Name>**

address: **<>**

identified by identity card/passport: **<pls specify country and number>**

- “Expert”

- EIT RM and the Expert each a “Party” and together the “Parties”

**WHEREAS:**

- (A) EIT RawMaterials GmbH is the acting legal entity of the Knowledge and Innovation Community EIT RawMaterials (“KIC”) comprising some 300 members from industry, universities and research institutions across Europe. The **European Raw Materials Academy (ERM Academy)** is a flagship initiative funded by the European Commission to support the upskilling and reskilling of Europe’s raw materials workforce. The **European Advanced Materials Academy (EAM Academy)** is a flagship initiative funded by the European Commission to strengthen Europe’s leadership in advanced materials through targeted upskilling and reskilling. The ERM Academy and the EAM Academy have been both implemented EIT RawMaterials in close collaboration with industry, academia, and public institutions;
- (B) EIT RawMaterials launched a Call for Admission Requests on 28 October 2025 (“Call”) for independent external experts for different potential assignments by EIT RawMaterials, in response to and in compliance with which Call the Expert submitted his/her Request (“**Expert Request**”);
- (C) As a result of the admission process set out in the Call and based on the information submitted by the Expert in his/her Request, EIT RawMaterials has admitted the Expert to the SUBJECT MATTER EXPERT POOL (“Pool” or “Expert Pool”);

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

## I. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context requires otherwise, capitalised terms and expressions in this Agreement shall have the meaning ascribed to them herein.
- 1.2 Whenever used in this Agreement, the words 'include', 'includes' and 'including' shall be deemed to be followed by the phrase 'without limitation'.

## II. ADMISSION TO SUBJECT MATTER EXPERT POOL

- 2.1 The Expert is hereby admitted to the SUBJECT MATTER EXPERT POOL subject to the terms and conditions as set out hereunder (“**Admission**”, the membership in the Expert Pool resulting therefrom also the “**Expert Pool Membership**”).
- 2.2 The Expert acknowledges and agrees that (a) while Expert Pool Membership implies certain obligations including obligations of conduct on the part of the Expert as further set out hereunder, (b) Expert Pool Membership does not imply a claim of the Expert to the assignment of specific tasks or services and programmes or other work to be carried out by the Expert under this Framework Agreement (collectively “**Work**” or “**Assignment**”), neither in relation to a specific Assignment nor a specific scope of Work at all.

## III. SUBJECT MATTER EXPERT POOL MEMBERSHIP – RULES OF CONDUCT

- 3.1 The Expert acknowledges and agrees that Expert Pool Membership requires the Expert to observe (a) applicable international, EU and national law, (b) ethical principles, anti-fraud, non-corruption, diversity and gender mainstreaming, non-discrimination, avoidance of conflicts of interest and confidentiality.
- 3.2 Without prejudice to the generality of section 3.1, the Expert undertakes to observe
- (a) the EIT RawMaterials Code of Conduct<sup>2</sup>,
  - (b) the EU Expert Code of Conduct<sup>3</sup>,
  - (c) the EU Expert Terms of Reference<sup>4</sup>,
  - (d) if the Project or other Work the Expert is assigned to involves research, the highest standards of research integrity – as set out, for instance, in the European Code of Conduct for Research Integrity<sup>5</sup>.
  - (e) Commission Decision 2015/444<sup>6</sup>, i.e. security-sensitive information must be EU-classified, if its unauthorized disclosure could adversely impact the interests of the EU or of one (or more) of its member countries,
- in each case as amended from time to time.

## IV. SPECIFIC CONFLICT OF INTEREST PROVISIONS:

- 4.1 The Expert acknowledges and agrees that the avoidance of conflicts of interest is one of the cornerstones of the EU and therefore of all actions undertaken, financed, contracted by or otherwise related to EIT RawMaterials including the Expert’s Admission, Expert Pool Membership and any Work performed by the Expert hereunder.

<sup>2</sup> <[https://eitrawmaterials.eu/sites/default/files/2025-09/EITRM\\_Code\\_of\\_Conduct.pdf](https://eitrawmaterials.eu/sites/default/files/2025-09/EITRM_Code_of_Conduct.pdf)>

<sup>3</sup> [expert\\_code\\_of\\_conduct.pdf](#)

<sup>4</sup> [terms-of-reference\\_en.pdf](#)

<sup>5</sup> European Code of Conduct for Research Integrity of ALLEA (All European Academies) and ESF (European Science Foundation) of March 2017 <https://www.allea.org/wp-content/uploads/2017/05/ALLEA-European-Code-of-Conduct-for-Research-Integrity-2017.pdf>.

<sup>6</sup> [COMMISSION DECISION \(EU, Euratom\) 2015/ 444 - of 13 March 2015 - on the security rules for protecting EU classified information \(europa.eu\)](#)

#### 4.2 As a result, the Expert

- (a) undertakes to observe the EIT RM Conflict of Interest provisions as set out in Annex 1 as may be amended by EIT RM from time to time,
- (b) confirms that neither the Expert nor any member of the Expert's close family is in a conflict of interest situation as at the date hereof,
- (c) undertakes to inform EIT RM of the occurrence of a conflict-of-interest situation without delay and in any case upon the assignment and during the performance of a Work using the Conflict of Interest Declaration Form attached hereto as Annex 2;
- (d) understands he/she will be required to confirm the absence of a conflict-of-interest situation upon an Assignment (as defined below) and/or otherwise from time to time upon request of EIT RM.

### V. CONFIDENTIALITY

5.1 The Expert acknowledges and agrees that confidentiality and non-disclosure of Confidential Information (as defined in **Annex 3** hereto) is of crucial importance for the functioning of EIT RawMaterials, its network and the EIT RM calls and programmes system, including in relation to both the Expert Pool Membership and any specific Assignment to be carried out by the Expert hereunder.

5.2 As a result, the Expert undertakes to observe at all times the EIT RM Rules of Confidentiality and Non-Disclosure as attached in **Annex 3** hereto as may be amended by EIT RM from time to time.

### VI. ASSIGNMENT OF WORK, INDEPENDENCE OF EXPERT/NO EMPLOYMENT RELATIONSHIP

6.1 The Expert is aware, acknowledges and agrees that the standard types of calls and programmes which are envisaged to be the subject matter of the Assignments are as set out in **Annex 4** hereto.

6.2 The award of a specific Assignment to the Expert shall require a specific Service Agreement ("**Service Agreement**") substantially in the template as attached hereto in **Annex 5**. The Expert shall inform EIT RM in writing (email to suffice) and within one (1) week or other period established by EIT RM whether the Expert accepts or declines the specific Assignment, failing which the Assignment shall be deemed declined by the Expert. In the event the Expert declines a specific Assignment, the Expert shall specify the reasons thereof in reasonable detail. Neither shall EIT RM be obligated to assign Works to the Expert nor shall the Expert be entitled to being assigned specific Work. The assignment of specific Work to Experts from the SUBJECT MATTER EXPERT POOL including the Expert shall rest with EIT RM in its sole discretion. The Expert acknowledges and agrees that repeated declining of Assignments without reasonable justification may entail a termination of this Framework Agreement vis-a-vis the Expert by EIT RM.

6.3 Unless agreed otherwise in the Service Agreement or otherwise in writing between the Parties, the provisions of this Framework Agreement shall apply to Assignments of Work and be deemed incorporated by reference into the Service Agreement.

6.4 The Expert has been admitted to the SUBJECT MATTER EXPERT POOL, and performs any Work hereunder, as an independent contractor of EIT RM. Neither

this Framework Agreement nor any Work assigned to the Expert hereunder shall constitute an employment by or similar relationship of the Expert with EIT RM. The Expert shall perform the Work autonomously, self-employed, in his/her own name and for his/her own account. The Expert declares not to seek employment by EIT RM hereunder, to have other source(s) of income and to expect to generate more than 50% of his/her income from sources other than from Assignments under this Framework Agreement. The Expert undertakes to inform EIT RawMaterials without delay and in any case upon Assignment and during the performance of a Work, should this situation change in which case EIT RM shall be free to cancel any Assignment awarded, and/or terminate this Framework Agreement as a whole, with immediate effect.

## **VII. PERFORMANCE OF WORK, ASSESSMENT OF WORK**

7.1 The Expert shall perform the Work in compliance with the law, this Framework Agreement, the Service Agreement and according to the best practices in the field of the Assignment.

7.2 The Expert shall be free in the organisation of his/her performance of the Assignment. The Expert shall be free to choose his/her place and time of performance of the Assignment and not be subject to instructions by EIT RM in the performance of his/her Assignment as such. For the avoidance of doubt: agreed delivery dates for and agreed deliverables or other results of the Assignment must be complied with.

7.3 The Expert is obligated to perform the Assignment in person. The Expert must not sub-contract or delegate otherwise the Assignment to any other person or entity in whole or in part or retain any other person to carry out the Assignment without the prior written agreement of EIT RawMaterials.

7.4 The Expert shall inform EIT RM without delay in the event the Expert is unable to perform any Assignment due to illness or other reason, and the expected duration of such inability.

7.5 Where information is made available electronically by or on behalf of EIT RM to the Expert, the Expert shall be obligated to ensure the safety of the Expert's IT system and access to the information via the IT system to be restricted to the Expert exclusively. Where the Expert uses artificial intelligence, search or other Internet tools, the Expert must make sure the tools and the data fed to the tools comply with applicable confidentiality, safety and General Data Protection Regulation (EU) 2016/679 (GDPR) rules, as amended from time to time, and do not enable unauthorised third persons to get access to, reconstruct or otherwise gain knowledge of Confidential Information including personal data. Without prejudice to the generality of the foregoing, the Expert is strictly prohibited from uploading or submitting Confidential Information to public or commercial artificial intelligence tools or platforms (e.g., ChatGPT, or similar services). The Expert shall fully comply with all applicable data protection regulations, including GDPR and relevant national data protection laws including ensuring the secure handling, processing, storage, and deletion of any personal data obtained during the performance of the Assignment.

7.6 The Expert acknowledges and agrees that EIT RM may and will conduct an internal assessment system of Assignments performed by the Expert and/or other Expert

Pool members assessing the Expert's performance based on criteria such as (without limitation) quality, timelines, compliance with guidelines, and contribution to consensus or reporting duties (if applicable).

## VIII. RESULTS OF THE WORK

- 8.1 All rights to all results of the Assignment including intellectual property rights (“**Results**”) shall be the exclusive and unrestricted property of EIT RM. EIT RM shall be entitled to own and exploit all Results, including the associated documents, such as reports, drawings, expert opinions, and procedures, for its purposes without restriction including in terms of space, time and content, and without any remuneration other than the one agreed for the Assignment.
- 8.2 The Expert hereby assigns EIT RM, and EIT RM hereby accepts such assignment, any and all Results. Where a full-title assignment as per sentence 1 is not possible, EIT RM shall have any and all exploitation rights in the Results including the rights of modification, commercialization, sub-licensing, transfer and other disposition. The Expert hereby waives, as far as legally possible, any legal positions which the Expert may be entitled to under personal rights provisions including the right to be named as the author and the right to make a work accessible. In the event the Expert intends to use Results for purposes other than the Assignment, the Expert shall obtain the prior written consent of EIT RM.

## IX. REMUNERATION

- 9.1 The remuneration for the Work (“**Remuneration**”) and the payment arrangements for the Remuneration shall be as set out in **Annex 6** hereto. Expert Pool Membership as such does not entail a claim for remuneration.
- 9.2 Unless agreed otherwise, reimbursement of travel expenses and/or other costs incurred by the Expert due to or in relation to the performance of assigned Work shall require the prior written consent of EIT RM.
- 9.3 Payments to the Expert will be made by bank transfer exclusively. Any request for payment must be substantiated by a proper invoice accompanied by a timesheet describing in reasonable detail the Work performed so as to allow EIT RM to check the payment request. Unless the nature of the Work requires otherwise, the description shall include a breakdown of the specific activities performed, the date and time (duration) thereof.
- 9.4 The maximum total amount of all Remunerations paid under this Agreement shall not exceed EUR 14,999.00.
- 9.5 EIT RawMaterials reserves the right to refuse to make a payment in case of non-performance or poor performance of the Assignment and/or breach of any substantial obligation, including the obligation of confidentiality, and the no-conflict-of-interest declaration. ‘Poor performance’ includes the late submission of the Work or deliverables thereunder.
- 9.6 For the avoidance of doubt: The Expert shall not be entitled to (a) Remuneration during any times in which the Expert is unable to perform any Work assigned, and (b) to any paid vacation.

## **X. TERM OF FRAMEWORK AGREEMENT AND/OR ASSIGNMENT**

- 10.1 The regular term of this Framework Agreement shall be until 31<sup>st</sup> December 2029.
- 10.2 Either Party shall have the right to terminate this Framework Agreement effective as at the last day of a month by giving one (1) months written notice thereof to the other Party including during the regular term as per section 10.1.
- 10.3 The termination of the Framework Agreement shall leave unaffected and continue to apply to any Assignment in place at the time of termination until termination of the Assignment in its own right.
- 10.4 The right of either Party to terminate this Framework Agreement and/or any Assignment for cause attributable to the other Party with immediate effect shall remain unaffected.
- 10.5 Any notice of termination hereunder shall require the written form with email signed digitally or by email with scanned signed termination letter to suffice.

## **XI. FINAL PROVISIONS**

- 11.1 ENTIRE AGREEMENT: This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matters contemplated herein and supersedes any and all prior or contemporaneous oral or written communications and understandings with respect to the subject matter hereof.
- 11.2 AMENDMENTS AND MODIFICATIONS: The terms of this Agreement and, unless agreed otherwise in writing, of any Assignment may only be amended, waived or modified with the written consent of the Parties hereto.
- 11.3 SEVERABILITY: If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired. The Parties shall make all reasonable efforts and take all necessary actions to replace any illegal, invalid or unenforceable provision of this Agreement with a valid, legal and enforceable provision having the same economic effect for the Parties and reflecting to the fullest extent admitted by law the provision so replaced.
- 11.4 COSTS AND EXPENSES: Each Party shall bear its own fees and expenses incurred in connection with the preparation of and implementation of this Agreement and any Assignment hereunder.
- 11.5 GOVERNING LAW AND JURISDICTION
- 11.5.1 The Parties shall endeavour to settle their disputes amicably.
- 11.5.2 This Agreement and, unless agreed otherwise in writing, of any Assignment shall be governed and construed in accordance with the laws of Germany excluding its conflict of law provisions.
- 11.5.3 Any dispute, controversy or claim arising under, out of or relating to this Agreement and, unless agreed otherwise in writing, of any Assignment and any subsequent amendments thereto including, without limitation, its

formation, validity, binding effect, interpretation, performance, breach or termination, and/or this clause as well as non-contractual claims, which cannot be solved amicably, shall be submitted to the exclusive jurisdiction of the courts of Berlin/Germany.

**11.6 NOTICES AND OTHER COMMUNICATION:** Unless provided otherwise in this Agreement, any notice to be given under this Agreement shall be to the address of the respective Party specified in the heading hereof. Each Party shall have the right and be obliged to notify the other Party, in writing, on any change contact details. Until such notification is received, any communication shall be deemed properly made and received if made to the above address (or, in case of any change notified, to the most recent address notified. The preceding provisions shall apply to any Assignment unless agreed otherwise.

**11.7 ASSIGNMENT:** Except as provided in this Agreement (or any Assignment hereunder), no rights or obligations of the Parties arising from this Agreement and/or any Assignment may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior written approval, provided that EIT RM shall have the right to assign or transfer any and all rights conferred upon EIT RM under this Agreement (and, unless agreed otherwise, any Assignment), in whole or in part, to any entity RM is controlling, controlled by or under common control with.

IN WITNESS WHEREOF, the Parties have caused this Framework Agreement to be duly signed – either handwritten or electronically – by the undersigned authorised representatives as follows:

[Place, Date]  <b>EIT RawMaterials GmbH</b> Signature(s) Name(s)            Bernd Schäfer Title(s)            CEO, <i>Geschäftsführer</i>	[Place and Date]  <b>Expert [INSERT NAME]</b> Signature(s) Name(s) Title(s)
Place, Date]  <b>EIT RawMaterials GmbH</b> Signature(s) Name(s)            Dr. Andreas Klossek Title(s)            COO, <i>Geschäftsführer</i>	

List of Annexes:

<b>Annex 1</b>	Specific EIT RM Conflict of Interest provisions
<b>Annex 2</b>	Conflict of Interest Declaration Form
<b>Annex 3</b>	EIT RM Rules of Confidentiality and Non-Disclosure
<b>Annex 4</b>	Standard Types of Assignments
<b>Annex 5</b>	Service Agreement template
<b>Annex 6</b>	Regular Remuneration Rates





FRAMEWORK AGREEMENT  
SUBJECT MATTER EXPERT POOL**ANNEX 1****SPECIFIC EIT RM CONFLICT OF INTEREST PROVISIONS**

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In the following circumstances a conflict of interest does or may exist and must be reported to EIT RawMaterials. Such disclosure must be made using the Conflict-of-Interest Declaration Form provided in Annex 2 to this Agreement:

**A. DISQUALIFYING CONFLICT OF INTEREST**

A disqualifying conflict of interest exists (without limitation) if the Expert:

- Was involved in the subject matter of the Assignment.
- or his/her organisation could stand to benefit, or be disadvantaged, or is in direct competition with any entity involved in the subject matter of the Assignment;
- Has a close family relationship<sup>7</sup> with any person representing a participating organisation in the subject matter of the Assignment;
- Is a director, trustee or partner of any beneficiary, participating in the subject matter of the Assignment, or is a subcontractor/third party carrying out work for any beneficiary of the Assignment;
- Is employed by one of the beneficiaries of the Assignment, or by a subcontractor/third party carrying out work for any beneficiary of the Assignment;
- Is in any other situation that compromises the Expert's ability to perform the Work impartially, including where the Expert or his/her organisation is in commercial, strategic, or technological competition with one or more of the parties involved in the Assignment

**B. POTENTIAL CONFLICT OF INTEREST**

A potential conflict of interest may exist, in addition to the disqualifying conflicts indicated above, if (without limitation)

B.1 any member of a close family relationship of the Expert

- has a conflict of interest as defined under A above;

B.2 the Expert or any member of a close family relationship:

- Was employed by one of the participating organisations in the subject matter of the Assignment;
- Is involved in a contract or research collaboration with a participating organisation, or has been so in the previous three years;
- Is in any other situation that could cast doubts on the Expert's ability to perform the Work impartially, or that could reasonably appear to do so in the eyes of an external third party.

**C. COURSE OF ACTION**

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<sup>7</sup> A "close family relationship" refers to a spouse or registered partner, parent, child, sibling, grandparent, grandchild, or any individual residing in the same household or having a close personal relationship with the Expert that may reasonably be perceived as compromising impartiality.



If an Expert becomes concerned about a potential conflict of interest, the Expert should contact the Contact Point specified in the Service Agreement, if any, and/or notify his/her concerns to [compliance@eitrawmaterials.eu](mailto:compliance@eitrawmaterials.eu).

FRAMEWORK AGREEMENT  
SUBJECT MATTER EXPERT POOL**ANNEX 2****CONFLICT OF INTEREST DECLARATION FORM**

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**1. Expert information**

Name:

Email:

Work Title or Reference:

Date:

**2. Declaration of NO CONFLICT OF INTEREST<sup>8</sup>**☐

I, the undersigned, hereby declare that **I DO NOT HAVE** a disqualifying or potential conflict of interest including under clauses Incompatibility of Roles or Other as referred to under section 3 below with respect to the SUBJECT MATTER EXPERT POOL, Work or other activity(ies) assigned or intended to be assigned to me.

**3. Declaration of DISQUALIFYING OR POTENTIAL CONFLICT OF INTEREST<sup>10</sup>**☐

I, the undersigned, hereby declare that **I DO OR MAY HAVE** a disqualifying or potential conflict of interest with respect to the Expert Pool Membership, Work or other activity(ies) assigned or intended to be assigned to me.

*Please tick all applicable boxes below and provide details as appropriate:*

**A. DISQUALIFYING CONFLICT OF INTEREST**

- ☐ I was involved in the subject matter of the Assignment.
- ☐ My organisation could stand to benefit, or be disadvantaged, or is in direct competition with any entity involved in the subject matter of the in the Assignment.
- ☐ I have a close family relationship<sup>12</sup> with any person representing a participating organisation in the subject matter of the Assignment.
- ☐ I am a director, trustee or partner of any beneficiary, participating in the subject matter of the Assignment.
- ☐ I am a subcontractor/third party carrying out work for any beneficiary of the Assignment.

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<sup>8</sup> Pls. tick as appropriate

<sup>10</sup> Pls. tick as appropriate and specify

<sup>12</sup> A "close family relationship" refers to a spouse or registered partner, parent, child, sibling, grandparent, grandchild, or any individual residing in the same household or having a close personal relationship with the Expert that may reasonably be perceived as compromising impartiality.



- ☐ I was employed by one of the beneficiaries of the Assignment, or by a subcontractor/third party carrying out work for any beneficiary of the Assignment.
- ☐ I am in any other situation that compromises my ability to perform the Work impartially, including where I or my organisation is in commercial, strategic, or technological competition with one or more of the parties involved in the Assignment.

## **B. POTENTIAL CONFLICT OF INTEREST**

- ☐ any member of a close family relationship of mine, the Expert, has a conflict of interest as referred to under A above;
- ☐ I or any member of a close family relationship of mine:
- ☐ have/has been or are/is employed by one of the participating organisations in the subject matter of the Assignment;
  - ☐ have/has been or are/is involved in a contract or research collaboration with a participating organisation, or has been so in the previous three years;
  - ☐ have/has been or are/is in any other situation that could cast doubts on my ability to perform the Work impartially, or that could reasonably appear to do so in the eyes of an external third party.

## **C. OTHER**

- ☐ Other (please specify): \_\_\_\_\_

## **D. DETAILS OF THE DISQUALIFYING OR POTENTIAL CONFLICT OF INTEREST** (mandatory if any box is ticked):

*(Please describe the nature of the relationship, role, or affiliation that may constitute a conflict.)*

#### 4. DECLARATION, ACKNOWLEDGEMENT AND SIGNATURE

**I declare that I have provided the information in full and to the best of my knowledge and belief after reasonable checks and inquiries.**

**I understand, acknowledge and agree that I am required to disclose any situation that could affect—or could be perceived to affect—my ability to perform my duties impartially and independently, both at the time of signing this CONFLICT OF INTEREST DECLARATION FORM or at any date thereafter during a specific Assignment or my SUBJECT MATTER EXPERT POOL Membership.**

I understand that the existence of a conflict of interest does not automatically disqualify me from all Work and/or Pool Membership, but that it may lead to my exclusion from specific assignments to ensure the integrity of the Work. I understand that failure to disclose a conflict of interest may result in termination of my Pool Membership and/or of any Work assigned.

Place and Date]

**Expert [INSERT NAME]**

Signature(s)

Name(s)

Title(s)



2.2 Recipient shall immediately upon the request of Discloser or upon fulfillment of the Purpose or upon termination of the Framework Agreement for whichever reason,

(a) return to Discloser (or upon instruction of Discloser to any other source of information) all Confidential Information received, including all copies thereof made by Recipient (or any officer, employee, advisor or other third party by instruction or with the knowledge of the Recipient, collectively "**Representatives**") without retaining any copy thereof or any computer or other electronic record,

(b) destroy all materials incorporating or based on such Confidential Information,

(c) certify to Discloser in writing that it has complied with the provisions of this Section 2 and

(d) ensure that any Representative to which it has disclosed the Confidential Information does the same provided that Recipient may retain any Confidential Information as may be required by law, or as is contained or referred to in board minutes or in documents referred to therein (in which case the provisions of these Rules shall survive the Term as per section 8 below in relation to such Confidential Information until being destroyed)

3. PERMITTED DISCLOSURE: Notwithstanding any other provision to the contrary, Recipient shall restrict disclosure of Confidential Information to only those of its directors, officers, employees, advisors and/or auditors (collectively hereinafter as "**Personnel**"), its Affiliates and Personnel of those Affiliates :

(a) who have a need to know such information to carry out the Purpose;

(b) who have been informed of the confidential nature of the Confidential Information and of the obligations of Recipient in respect thereof; and

(c) who are obligated to maintain Confidential Information under conditions of confidentiality and nonuse at least as restrictive as set forth herein.

#### 4. SPECIFIC NON-DISCLOSURE AND COMPLIANCE OBLIGATIONS

Without prejudice to the generality of the foregoing and for the avoidance of doubt, Recipient shall

(a) strictly comply with any and all applicable laws and regulations including the EU General Data Protection Regulation and its respective transposition into national law,

(b) use at least the same procedures and degree of care which it uses to prevent the disclosure of its own information of like importance to prevent the disclosure of Confidential Information, but in no event less than best practice care as required in the Raw Materials business giving due regard to the research and development characteristics and confidentiality requirements of Discloser 's activities,

(c) not copy, migrate, illegally use, manipulate, interfere with or otherwise violate any other IT programme or other intellectual property rights owned or used by Discloser ,

(d) not make use of the Confidential Information for its own business or other purposes of itself.

5. EXCEPTIONS TO NON-DISCLOSURE OBLIGATIONS: The obligations of non-disclosure and restrictions on use shall not apply to information which:

(a) Recipient can show, by a writing in existence at the time of disclosure by Discloser hereunder, was in the public domain or literature, or

(b) Recipient can show by a dated and written record was already in its rightful possession, without obligation of confidentiality, at the time of disclosure by Discloser hereunder;

and such provisions shall cease to apply to information which, subsequent to its disclosure hereunder:

(c) becomes part of the public domain through no act or omission of Recipient, or

(d) is disclosed to Recipient without obligation of confidentiality by a third party having legal right to do so,

(e) Recipient is obligated to disclose under any provision of applicable national or international law including court rulings, in which event Recipient shall immediately – if permissible under applicable law and reasonably practicable, in advance – notify Discloser of any such obligatory disclosure.

Specific disclosures made hereunder shall not be deemed to be within the above exceptions merely because they are embraced by general disclosures in the public knowledge or literature or in the possession of Recipient. Confidential Information shall only be within the foregoing exceptions to the extent that Recipient can prove the facts.

6. PERMITTED DISCLOSURE TO AND FROM AFFILIATES: To accomplish the Purpose, each Party may involve one or more of its Affiliates in the supply, receipt, and use of information. Recipient shall be responsible for its Affiliates' compliance, if any, with the terms of these Rules. Confidential Information received from a Discloser Affiliate must be treated the same as Confidential Information received from t Discloser.

7. DISCLAIMERS/LIMITATION OF LIABILITIES: Recipient must take all reasonable precautions in handling and evaluating information received under the Framework Agreement and/or these Rules. Discloser disclaims all express and implied warranties for its information, including implied warranties of fitness for a

particular purpose. Discloser shall not be liable to Recipient for any consequential, punitive, incidental, exemplary, or special damages (including loss of business opportunity or loss of profit) arising out of activities relating to the Framework Agreement and/or these Rules. Notwithstanding the foregoing, no provision contained herein shall exclude any liability for, or remedy in respect of, fraudulent misrepresentations.

8. TERM: These Rules shall become effective as of the Effective Date and shall remain in effect until the Purpose has been fulfilled. Upon such fulfilment (or other termination, if any), Recipient's obligations hereunder with respect to Confidential Information received prior to such fulfilment or termination shall continue for a period of five (5) years from the date of such fulfilment or termination.

9. ANNOUNCEMENTS: Recipient shall not issue any announcement or communication to the public or any third party concerning the discussions between the Parties in relation to the Framework Agreement and/or these Rules and/or the Purpose in any promotional, advertising or other materials, without the prior express written consent of Discloser.

10. GENERAL

10.1 NO LICENSE GRANTED: These Rules, including the provisions hereinabove, shall not be construed to grant Recipient any rights or license at any time under trade secret, copyrights or trademarks, or other intellectual property rights.

10.2 NO COMMITMENT: Discloser does not have to disclose any Confidential Information to Recipient. Neither the Framework Agreement and/or these Rules, nor the disclosure of Confidential Information hereunder, shall constitute or imply any promise or intention of Discloser to enter into any other agreement or transaction other than this Agreement and/or the Framework Agreement referred to under PURPOSE above, or to continue discussions relating thereto.

10.3 MODIFICATIONS: EIT RM reserves the right to vary the provisions of these Rules of Confidentiality and Non-Disclosure at any time in its sole discretion.

10.4 GOVERNING LAW AND FORUM: These Rules shall be construed in accordance with the laws of Germany excluding its conflict of law provisions. The exclusive jurisdiction of and venue in the courts of Berlin, Germany, including - without limitation - in relation to the validity of these Rules and/or this clause.

10.5 SEVERABILITY: If any provision of these Rules is determined to be invalid or unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect. Any invalid or unenforceable provision shall be deemed replaced by such valid and enforceable provision as most closely reflects the intent and purpose of the original provision.

Berlin, October 2025



FRAMEWORK AGREEMENT  
SUBJECT MATTER EXPERT POOL**ANNEX 4****STANDARD TYPES OF EXPERT POOL ASSIGNMENTS**

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**Category 1: Subject Matter Experts for Course Development and/or Training Delivery**

Experts in this category will provide technical and thematic expertise to guide the development and delivery of courses across the ERM and EAM Academies' portfolios. They will collaborate closely with pedagogical designers, eLearning developers, and project managers to ensure that training content is accurate, engaging, and aligned with industry and policy priorities.

**Typical tasks may include:**

- Advising on course design, structure, and learning objectives for both online and blended training formats.
- Providing or validating technical source content (reports, data, case studies, industrial practices).
- Collaborating with instructional designers to translate complex technical knowledge into accessible and interactive learning materials.
- Reviewing draft course materials for technical accuracy, relevance, and consistency with EU frameworks (e.g., ESCO, EQF, CRM Act).
- Supporting the delivery of training through lectures, workshops, or other formats, as appropriate.
- Participating in the periodic review and updating of training modules to ensure ongoing relevance to labour market needs.
- Optionally, validating translated versions of training content in EU languages other than English.
- Optionally, collaborating with complementary experts (e.g., pedagogy specialists, social scientists, or industry trainers) to co-develop training content.

**Category 2: Technical Experts for Evaluation of Third-Party Training Programs**

Experts in this category will contribute to the **review, assessment, and endorsement of external training programs** submitted for collaboration or co-branding under the Academies.

Their role is to ensure that external courses meet the required standards of quality, accuracy, and strategic alignment with EU priorities.

**Typical tasks may include:**

- Evaluating third-party training materials and programs for content quality, technical accuracy, and alignment with the Academies' objectives.
- Providing written feedback and formal recommendations on whether specific programs should be supported, endorsed, or invested in by the Academies.
- Reviewing course outlines, learning outcomes, pedagogical approaches, and relevance to industry

skill needs.

- Participating in evaluation panels or expert review committees as required.

### Category 3: Industry Experts for Course Development Roadmapping and Prioritization

Experts in this category will provide **strategic guidance** on identifying and prioritizing the most critical topics for future course development within the Academies.

They will help ensure that new learning offerings address real and urgent industry needs and support Europe's green and digital transitions.

**Typical tasks may include:**

- Reviewing and interpreting outcomes of needs assessments and labour market analyses.
- Identifying priority topics, job roles, and learning pathways for new course development.
- Advising on optimal delivery formats, target audiences, and credentialing approaches.
- Participating in structured workshops or consultations to refine the Academies' long-term course development roadmap.
- Providing expert insight on emerging trends and skills gaps within the raw and advanced materials ecosystem.

FRAMEWORK AGREEMENT  
SUBJECT MATTER EXPERT POOL

## ANNEX 5

## SERVICE AGREEMENT

Under the Framework Agreement EIT RawMaterials EXTERNAL EXPERT POOL - - EVALUATION OF APPLICATIONS IN EIT RM CALLS AND PROGRAMMES ("Framework Agreement")

dated: <>

by and between

**EIT RawMaterials GmbH**, with business address at Knesebeckstr. 62/63, 10719 Berlin, Germany, registered with the Local Court (*Amtsgericht*) of Berlin-Charlottenburg HRB 168389, VAT# DE301692026 ("EIT RawMaterials" or "EIT RM")

and

**<Name>**, address: **<>**, identified by identity card/passport: *<pls specify country and number>* ("Expert")

- EIT RM and the Expert each a "Party" and together the "Parties"

**Article 1 - Performance of the Services, subcontracting**

- 1.1. The Expert shall perform the services and provide the deliverables that are specified below. The Expert must do so within the time schedule specified below.

Services	Deliverables	Deadline
[...]		[...]

- 1.2. The Expert accepts this assignment to perform the services. In doing so, the Expert shall be fully responsible for the correct performance of the services. The Expert must perform the services by exercising due skill, speed and care, at a level generally required of well reputed service providers that perform the same or similar services.
- 1.3. The Expert shall plan its work independently. The Expert shall perform the services at its own discretion, without being supervised or managed by EIT RM. EIT RM reserves the right to give directions and instructions with regard to the deliverables of the services. The Expert is free to organise how to provide the services as long as the services meet the requirements as set in this Agreement.
- 1.4. The Expert must deploy personnel who possess the qualifications and experience necessary for the proper performance of the services. It is mandatory to perform the services by the

- personnel specified in the Expert's offer. If the Expert wishes to involve other personnel, the Expert must require permission to do so beforehand.
- 1.5. Regardless of specific work results or deliverables as laid out in this Agreement and its Annexes, the Expert shall report on the services upon request by EIT RM. EIT RM may request reports in a specific format.
  - 1.6. Insofar as the Expert is to deliver concrete work results, these work results are subject to acceptance by EIT RM. For this purpose, EIT RM shall determine an appropriate review period, which shall be calculated according to the scope of services and the associated expenditure for the review. The review period begins with the delivery of the completed work results to EIT RM. If and insofar as the review reveals that services do not meet contractual requirements, EIT RM shall notify the Expert of this in text form. The Expert shall ensure that the work is re-delivered in accordance with the contract without delay, at the latest within a reasonable period to be determined by EIT RM and shall then make the work results available to EIT RM again for acceptance.
  - 1.7. Subcontracting by the Expert is only possible with the prior written consent by EIT RM and with no additional costs incurring for EIT RM. Subcontracting is only admissible if the respective subcontractor has fully assumed the obligations arising from this contract for the parts of the service assigned to it, in particular but not limited to the obligation of confidentiality (cf. Article 5). The Expert shall remain fully responsible for subcontracted parts of the services.

## **Article 2 - Remuneration, invoices and payment**

- 2.1. Services under this Agreement shall be remunerated as specified in Annex 6. Fees include all services under this Agreement, 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 Article 4 of this Agreement. Subsequent claims are excluded, unless the contracting parties agree on a change in services. If the Expert is not based 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).
- 2.2. The Expert will issue invoices meeting all legal requirements, in particular sections 14, 14a of the German VAT-Act (Umsatzsteuergesetz), for properly delivered services. Invoices are due and payable within 30 days of receipt of the invoice by EIT RM. Invoices must include a verifiable, detailed description of services rendered with the respective dates and name of the involved personnel. Advance payments are excluded.
- 2.4. If and insofar as the Expert does not (properly) fulfil its obligations under this Agreement, EIT RM may suspend payment. EIT RM may offset its own claims against the Expert's remuneration claims.

## **Article 3 - Taxes & indemnification**

- 3.1. The fees mentioned in Article 2.1 are exclusive of value added tax (VAT) or similar taxes.
- 3.2. The Expert performs the services as an independent Expert. This Agreement does not create a partnership, joint venture or employment relationship between the parties of this Agreement.
- 3.3. The Expert guarantees fulfilling its statutory obligations of (a) filing correct tax returns; (b) timely and fully paying the taxes, premiums etc. owed to the competent Tax and Customs Administration; and, (c) if applicable, timely and fully paying pension premiums to the appropriate pension fund or other pension scheme (insofar as this is relevant), in connection with services.
- 3.4. For the term of this Agreement, the Expert will keep EIT RM informed (in writing, or otherwise) of any (changes to the) actual circumstances that result, or may result, in the contractual relationship between the parties, as a result of which this Agreement should no longer be classified as a Service Agreement from a tax and/or employment-law point of view, but instead it should be classified as a (fictitious) agreement of employment.
- 3.5. In the event that EIT RM is assessed for or held (jointly) accountable for wage tax and national insurance contributions and/or any associated costs, increases, interest and/or fines in connection with the execution of the services under this Agreement, the Expert will indemnify EIT RM in full in respect thereof and EIT RM will be entitled to implead the Expert in respect thereof. The provision set out in the preceding sentence also applies to any pension premiums and associated costs, increases, interest and/or fines. The Expert undertakes to cooperate and – where necessary – provide the information required to prevent claims from the competent Tax and Customs Administration and/or other third parties (including pension funds), or to limit these to a minimum. The Expert undertakes to indemnify EIT RM against any loss incurred in connection with the above. In addition to any amounts paid by EIT RM, this includes (but is not limited to) expenses incurred, (including the costs of legal support) and any interest missed in the meantime (on the total loss).
- 3.6. If EIT RM has complied with the financial obligations in relation to this Article 3 directly towards the competent Tax and Customs Administration and/or the (sectoral) pension fund or scheme (if any) itself, EIT RM will be authorised to recover from the Expert the amounts involved, either by setting them off against any amounts EIT RM is obliged to pay under this Agreement or by other means. This applies likewise to other financial obligations complied with by EIT RM arising out of and/or in connection with the reclassification of the employment relationship between the parties insofar as this is not barred by any provisions of mandatory law.

#### **Article 4 - Intellectual property**

- 4.1. For the purpose of this Agreement “IP” means patents, utility certificates, utility models, (industrial) design rights, copyrights, database rights, trademarks, trade names and trade secrets, including moral rights and any applications, renewals, extensions combinations, divisions, discontinuations or re-issues of the foregoing.

- 4.2. EIT RM becomes the owner of any newly created IP in the deliverables (as mentioned in Article 1.1).
- 4.3. EIT RM remains the owner of any items EIT RM provided the Expert with.
- 4.4. The Expert remains the owner of any IP that the Expert already owned or controlled before the start of the performance of the services ("**Background IP**"). The Expert grants a non-exclusive, royalty-free and fully paid-up, worldwide, irrevocable and perpetual license to EIT RM under such Background IP, if and to the extent EIT RM needs it for its free use (including the sale) of the deliverables under this Agreement, with the right to sublicense.
- 4.5. The Expert may not make any public reference to EIT RM, whether in press releases, advertisements, or otherwise, without EIT RM's prior written consent. The same applies for to EIT RM.
- 4.6. If EIT RM incurs costs (including reasonable attorney's fees) and/or suffer damages as a result of claims by third parties that the services infringe their IP, the Expert must fully compensate such costs and/or damages to EIT RM.
- 4.7. If EIT RM's use of the services is frustrated (for instance because they infringe the rights of a third party) the Expert must either, at its own cost: (i) procure for EIT RM or EIT RM's users the right to continue using the services; or (ii) replace or modify the services with functional, non-infringing equivalents. If the Expert cannot ensure continuation of the services through either of the above options within a reasonable time frame, EIT RM may terminate the Agreement. If EIT RM terminates this Agreement, the Expert must reimburse the price EIT RM paid for the relevant services. Such reimbursement is in addition to the Expert's compensation obligation under Article 4.6.

## Article 5 - Personal Data

- 5.1. For the purpose of this Agreement:
  - "**Personal Data**" means data which relate to a living individual who can be identified (a) from those data, or (b) from those data in connection with other information which is easily obtainable; and
  - "**Process**" or "**Processing**" means obtaining, recording or holding information or data or carrying out any operation or set of operations on the information or data, including:
    - (a) organisation, adaptation or alteration of the information or data, (b) retrieval, consultation or use of the information or data, (c) disclosure of the information or data by transmission, dissemination or otherwise making available, or (d) alignment, combination, blocking, erasure or destruction of the information or data.
- 5.2. If the Expert processes Personal Data in performing the services, the Expert must:
  - a. comply with all applicable privacy and data protection laws;
  - b. Process the Personal Data only (i) for or on EIT RM's behalf (ii) in accordance with EIT RM's instructions and this Agreement (iii) as far as needed for the services;
  - c. maintain the security, confidentiality, integrity and availability of the Personal Data;

- d. implement and maintain appropriate technical, physical, organizational and administrative security measures to protect the Personal Data against loss and/or unauthorized access;
  - e. promptly inform EIT RM of any actual or suspected security incident involving such Personal Data; and
  - f. securely erase or destroy the Personal Data upon termination of the Agreement or at EIT RM's request.
- 5.3. If EIT RM incurs costs (including reasonable attorney's fees) and/or suffer damages as a result of a breach of this Article 6 by the Expert, the Expert must fully compensate such costs and/or damages to EIT RM.

## Article 6 - Liability

- 6.1. The Expert must take out and maintain sufficient insurance to cover liability arising out of or in connection with this Agreement. The Expert must provide EIT RM with insurance certificates evidencing such coverage if EIT RM asks for it during the term of the Agreement.
- 6.2. The liability of the Expert for claims for damages of any kind, with the exception of damages resulting from injury to life, body, or health as well as damages that give rise to manufacturer liability under Section 1 of the German Product Liability Act (ProdHaftG), is limited to the total value of this contract per individual case of damage caused by (slight and gross) negligence in connection with the services to be provided by the Expert.

## Article 7 - Termination

- 7.1. This Agreement shall enter into force with receipt of the award notice. This Agreement ends with receipt of written notice of termination submitted by one of the parties, but not earlier than after two years. Contract termination must be exercised and received by the other party at least three months prior to the end of the running term.
- 7.2. This Agreement cannot be terminated before the first two-year-term as mentioned in Article 8.1 by the parties, save for the specific termination events specified in Article 8.3 and/or Article 8.4.
- 7.3. EIT RM may fully or partially terminate this Agreement with immediate effect by giving the Expert notice at any time, if:
  - a. the Expert breaches an obligation under this Agreement and, if the breach is capable of remedy, the Expert fails to remedy the breach within 14 days after EIT RM requests remedy;
  - b. the Expert breaches an obligation under this Agreement which is incapable of remedy;
  - c. the Expert does not provide EIT RM with adequate assurance that the Expert can fulfill its obligations under this Agreement in a timely fashion after EIT RM's requests remedy; or
  - d. [intentionally left blank].
  - e. any change, event, circumstance, condition or effect occurs which EIT RawMaterials GmbH in its sole discretion believes or is reasonably likely to materially adversely impact either (i)

the industries or fields in which EIT RawMaterials GmbH operates or (ii) either Party's possibilities to perform its material obligations under this Agreement, or otherwise materially impedes or delays such performance.

- 7.4. The Expert may fully or partially terminate this Agreement with immediate effect by giving EIT RM notice at any time, if:
  - a. EIT RM breaches an obligation under this Agreement, and, if the breach is capable of remedy, EIT RM fails to remedy the breach within 14 days after the Expert requests remedy or
  - b. EIT RM breaches an obligation under this Agreement which is incapable of remedy.
- 7.5. Following a termination all rights and obligations intended to survive the termination (such as Articles 4 up to and including 10) will survive the termination.



## Article 8 - Safeguarding of EU's financial interest and conflict of interest

- 8.1. The Experts understands and agrees that EIT RM may provide the EIT, the European Court of Auditors, the European Anti-Fraud Office and/or other EU bodies with information regarding the services (including this Agreement, tender materials as well as unaltered and unmodified work results) in order to meet its obligations towards such bodies. EIT RM may do so during the term of this Agreement and 4 years thereafter. Article 5.2 of this Agreement does not apply in such a situation. Sentences 1 to 3 shall apply to the extent that they do not conflict with the Expert's statutory and professional obligations of independence and confidentiality.
- 8.2. The Expert must take all necessary measures to prevent a situation where the impartial or objective implementation of this Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other conflicting interest. The Expert must inform EIT RM immediately if there is a change in circumstances which leads or may lead to a conflict of interest.

## Article 9 - Various

- 9.1. Notices in relation to this Agreement must be given in writing unless agreed otherwise in this Agreement.
- 9.2. If the Expert cannot perform an obligation under this Agreement because of *force majeure* (meaning: reasons beyond the Expert's reasonable control), the Expert must notify EIT RM. Following notification, only the performance of such obligation(s) is suspended during the force majeure. EIT RM may terminate this Agreement if the force majeure lasts more than 30 days. Shortage of personnel, shortage of production materials or shortage of resources, strikes, breach of contract by third parties contracted by the Expert or force majeure events at third parties contracted by the Expert, financial problems, and/or lack of the necessary licenses, permits or authorisations needed for the Services do not qualify as force majeure.
- 9.3. If the services cannot be performed, or potentially cannot be performed, because of reasons beyond EIT RM's reasonable control (such as the effects of the COVID-19 pandemic), EIT RM will do the utmost to notify the Expert as soon as possible, at least 30 days in advance. Following notification, the performance of the services is suspended for as long as the force majeure continues. EIT RM shall use the best endeavours to find a suitable new date for the performance of the Services. EIT RM may determine in its sole discretion, acting reasonably, to terminate this Agreement instead.
- 9.4. Oral agreements or additional general terms and conditions do not apply. The constituent parts of the contract are, in the following subsequent order:
- this contract,
  - [...]
  - the General Terms and Conditions of Contract for Services (VOL/B), 2003 version,
  - Articles 28 and 29 FPA (EIT – EIT RawMaterials).



- 9.5. The Expert may not transfer or pledge (part of) this Agreement without EIT RM's prior written consent. EIT RM shall not withhold such consent unreasonably.
- 9.6. Neither the failure nor the delay to enforce a right under this Agreement shall constitute a waiver of such right or remedy or of any other available rights or remedies.
- 9.7. The Laws of Germany apply to this Agreement. Conflicts relating to this Agreement will be decided upon in the first instance by the competent court in Berlin, Germany.
- 9.8. The United Nations Convention on the International Sale of Goods does not apply.

FRAMEWORK AGREEMENT  
SUBJECT MATTER EXPERT POOL  
**ANNEX 6**

**REGULAR REMUNERATION AND PAYMENT TERMS**

**SUBJECT MATTER EXPERT POOL**

For the remuneration of the Work assigned to the Experts, the following shall apply depending on the scope and duration of the Work as well as seniority of the Expert::

Type of Engagement	Description of Work	Indicative Rate / Fee Structure
<b>A. Subject Matter Expert – Course Design and Development</b>	Contribution to course content creation, definition of learning objectives, provision of source materials, technical validation of scripts, or review of draft eLearning modules.	<b>Standard €3k per course</b> (depending on expertise level and depth of contribution). Short, well-defined advising may alternatively be remunerated per day or per hour, at a rate of <b>€40-60 per hour or €400 per day</b> .
<b>B. Course Delivery / Trainer Role</b>	Delivery of live or recorded sessions, workshops, webinars, or practical training components (in-person or online).	<b>€400 per day</b> for live delivery; <b>€100 per hour</b> for shorter online sessions or guest lectures.
<b>C. Technical Expert – Evaluation of Third-Party Training Programs</b>	Evaluation and written assessment of training proposals or existing materials to determine alignment with quality, technical accuracy, and strategic objectives.	<b>€650 per reviewed training program</b> , depending on scope.
<b>D. Industry Expert – Roadmapping and</b>	Participation in working groups, advisory meetings, or strategic sessions to help identify and rank	<b>€1.25k per year (honorarium)</b> for experts sitting on working groups or

Type of Engagement	Description of Work	Indicative Rate / Fee Structure
<b>Strategic Prioritization</b>	priority topics for new training development.	certain advisory roles; in some cases, expenses may be covered as well
<b>E. Translation Review or Linguistic Validation</b>	Review of translated training materials in additional EU languages for accuracy and terminology validation.	<b>€40–€60 per hour, or €400 per module reviewed.</b>

*All rates quoted above excluding V.A.T.*

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