

# Cooperation Agreement

*European Raw Materials Academy &  
Advanced Materials Academy*

03 February 2026

## TABLE OF CONTENTS

1. SUBJECT MATTER OF THE AGREEMENT .....	4
2. RIGHTS & OBLIGATIONS OF EIT RAWMATERIALS.....	4
3. RIGHTS & OBLIGATIONS OF THE PROVIDER .....	5
4. REPORTING OBLIGATION.....	7
5. FINANCIAL ARRANGEMENTS .....	7
6. BRANDING & CO-MARKETING.....	7
7. RIGHTS TO OBJECTS PROVIDED BY EIT RAWMATERIALS & PLATFORM .....	8
8. RIGHTS OF USE TO LEARNING CONTENT.....	9
9. COMPLIANCE .....	10
10. SECRECY .....	11
11. LIABILITY OF THE PROVIDER .....	11
12. LIABILITY OF EITRAWMATERIALS .....	11
13. FORCE MAJEURE .....	12
14. SUSPENSION / BLOCKING OF PROVIDER'S ACCESS TO ACADEMIES DIGITAL PLATFORM / LEARNING MATERIALS.....	13
15. TERM OF THE AGREEMENT .....	14
16. COLLECTION & PROCESSING OF NON-PERSONAL DATA.....	16
17. CHOICE OF LAW & PLACE OF JURISDICTION .....	16
18. FINAL PROVISIONS.....	17

## COOPERATION AGREEMENT

**THIS AGREEMENT** is entered into between:

(1) **EIT RawMaterials GmbH**, Knesebeckstr. 62, 10719 Berlin, Germany  
(hereinafter "**EIT RawMaterials**") and

(2) *[Name of the Provider], [Address]*, a **Learning Content Provider**,  
(hereinafter referred to as "**Provider**" or "**Learning Content Provider (LCP)**")

The parties to (1) to (2) are hereinafter also referred to collectively as the "**Parties**" and individually as a "**Party**".

### RECITALS

EIT RawMaterials is a leading European company aimed at ensuring a sustainable supply of raw materials crucial to the EU's economy. It fosters innovation, education, and entrepreneurship by connecting over 300 partners from industry, academia, research, and investment. Its mission focuses on boosting the competitiveness and growth of the raw materials sector, promoting sustainability, and supporting the green and digital transition.

EIT RawMaterials operates an online catalogue and microsite as part of its Academies initiative (the 'Platform'), which presents and promotes learning offers and routes users to learning environments operated by third-party providers, where the Learning Content is hosted and delivered.

The Provider intends to offer its own learning content (hereinafter: "**Learning Content**") to customers on the Platform as part of the Raw & Advanced Materials Academies. In this regard, the Parties wish to cooperate based on this Agreement.

This Cooperation Agreement establishes a non-exclusive framework for potential collaboration between EIT RawMaterials and the Provider as a Learning Content Provider within the Academies ecosystem. Admission to the Learning Content Provider Pool and execution of this Agreement do not create any right, entitlement, guarantee or any other form of commitment to specific assignments, funding, or remuneration whatsoever.

Any concrete assignment, services, activities, deliverables, hosting arrangements, remuneration or financial support whatsoever shall be subject to separate written agreements, such as Statements of Work, specifying the applicable scope, timelines, and commercial conditions. However, the terms and conditions set out in this Agreement shall apply to such separate agreements, unless explicitly agreed otherwise therein, and the separate agreements shall contain a reference to this Agreement.

With this in mind, the following is agreed:

## 1. SUBJECT MATTER OF THE AGREEMENT

- 1.1 EIT RawMaterials grants the Provider the non-exclusive, non-transferable right to list and promote its Learning Content on the Platform and to route customers via hyperlinks and/or technical integrations to the Provider's environment where the Learning Content is delivered.
- 1.2 The Provider may upload the Learning Content elsewhere and link it to the Platform (hereinafter referred to as the "Linking Model"). Alternatively, the Provider may upload the Learning Content directly to the Platform (hereinafter referred to as the "Upload Model") if agreed with EIT RawMaterials.
- 1.3 EIT RawMaterials does not provide any services other than those expressly specified in this Agreement. Any additional services will be made available to the Provider by EIT RawMaterials only on the basis of a separate written agreement and subject to remuneration.
- 1.4 Customers are all potential or actual users of the Platform. This includes natural and legal persons.
- 1.5 EIT RawMaterials will conclude usage agreements with customers regarding the use of the Platform. However, the contracts regarding the Learning Content (hereinafter referred to as "Customer Contracts") are concluded directly and exclusively between the Provider and the customers. EIT RawMaterials is not a party to the Customer Contracts, does not act as agent, reseller, or intermediary for the Learning Content, and does not take any responsibility or liability in connection with the Customer Contracts. The Provider will expressly clarify this in the Customer Contracts.

## 2. RIGHTS & OBLIGATIONS OF EIT RAWMATERIALS

- 2.1 EIT RawMaterials operates the Platform as an online catalogue and discovery interface for learning offers made available by third-party providers. The Platform enables the presentation of Learning Content and the routing of users to learning environments operated by the Provider or third parties, where the Learning Content is hosted and delivered.
- 2.2 EIT RawMaterials and its affiliates (affiliates in the meaning of Sections 15 et seq. German Stock Corporation Act (Aktiengesetz – AktG) are hereinafter referred to as "**Affiliates**") are entitled to use the Provider's trademarks and other signs for the purpose of presenting the Learning Content on the Platform and to conduct platform-related marketing of the Learning Content across EIT RawMaterials' regular channels (including Academy webpages, newsletters, social media and event listings). The Provider shall communicate and provide any brand guidelines in advance.

- 2.3 EIT RawMaterials is free to distribute other learning content or other offers and products without restriction. This also applies to learning content or other offers or products that compete with the Learning Content of the Provider. EIT RawMaterials is also free to work for other providers of learning content without restriction. EIT RawMaterials is therefore not subject to any non-competition clause.
- 2.4 EIT RawMaterials aims to ensure a monthly average availability of the Platform (catalogue/microsite) of 98.5%, including regular maintenance; planned interruptions exceeding 48 hours will be pre-notified. This does not cover availability of Provider systems or third-party platforms where Learning Content is delivered.
- 2.5 EIT RawMaterials maintains a notice-and-action procedure for third-party notices alleging illegality or rights infringements of Provider Materials. Upon receipt of a sufficiently precise and adequately substantiated notice, EIT RawMaterials may temporarily restrict access to or remove the affected Provider Materials and inform the Provider on a durable medium, including reasons where legally required. Section 14 (Suspension / Blocking of Provider's Access) applies. The Provider shall cooperate without undue delay to assess and, where applicable, remedy the issue.

### **3. RIGHTS & OBLIGATIONS OF THE PROVIDER**

- 3.1 The Provider distributes the Learning Content in its own name and on its own account.
- 3.2 The Provider is not authorised to represent EIT RawMaterials and/or its Affiliates in any binding or any other legal way.
- 3.3 The Provider may only list or link the respective Learning Content on the Platform after obtaining the prior consent of EIT RawMaterials in text form. EIT RawMaterials may agree to several Learning Contents at once. EIT RawMaterials is entitled to determine technical and qualitative minimum standards for Learning Content and may deny or revoke consent if regulatory, legal, reputational or technical reasons so require. Provider shall ensure compliance with platform technical standards, API specifications, security and content rules as set out in Annex 1 (Terms of Use).
- 3.4 The Provider must ensure that the information on the Learning Content on the Platform is always complete, accurate, up to date and does not infringe any applicable statutory or regulatory requirements or third-party rights, including but not limited to intellectual property, copyright, trademark, youth protection, competition and consumer protection laws. The Provider is solely responsible for the information about the Learning Content on the Platform. If the Learning

Content changes, the Provider must update the information on the Platform without delay.

- 3.5 The Provider will observe and comply with the terms of use of the Platform for Providers (applicable to the listing and linking of Learning Content on the Platform) in accordance with Annex 1 (Terms of Use).
- 3.6 The Provider must expressly state in its description and in the presentation and description of the Learning Content on the Platform that it, and not EIT RawMaterials, is responsible for the offer and provision of the Learning Content. The Provider shall not suggest, in any manner, that EIT RawMaterials endorses, guarantees or is a party to the Customer Contracts; any co-branding must comply with Section 6.
- 3.7 The Provider is solely responsible for the administration and implementation of Learning Content (e.g. learning courses).
- 3.8 The Provider shall support EIT RawMaterials in the accurate and up-to-date presentation of the Learning Content on the Platform, in accordance with the applicable service parameters set out in Annex 2 (Service Level Agreement).
- 3.9 The Provider will inform EIT RawMaterials immediately, but at least two (2) months in advance, of any changes to the Learning Content or the termination of the provision of Learning Content.
- 3.10 The Provider will process customer enquiries promptly and fulfil Customer Contracts in accordance with the terms of the Customer Contract. The Provider is responsible for the timely and proper fulfilment of Customer Contracts. The Provider will also comply with the Deadlines stipulated in Annex 2 (Service Level Agreement), insofar as they relate to the Provider's obligations under this Agreement. Where incidents relate to illegal content or third-party IP claims, the Provider shall promptly implement corrective actions, submit counterstatements / evidence and support EIT RawMaterials' notice-and-action process.
- 3.11 The Provider is responsible for any complaints from customers in connection with the Learning Content. The Provider will process complaints immediately.
- 3.12 If the Provider no longer offers Learning Content, it must ensure that the corresponding listing or link is removed from the Platform immediately.
- 3.13 The Provider must designate a direct contact person for EIT RawMaterials for queries and coordination.
- 3.14 At the request of EIT RawMaterials, the Provider will provide EIT RawMaterials with information about the Learning Content.
- 3.15 The Provider ensures that the Learning Content and all related data are free from viruses, malware or harmful code and comply with the Platform's technical requirements, APIs and data security standards applicable to linking, tracking, and presentation on the Platform. Provider shall not introduce mechanisms that circumvent or impair the Platform's technical protection measures or

consent/notice banners.

3.16 The Provider must set up and maintain appropriate backup and data recovery procedures to ensure the ongoing availability and integrity of their Learning Content on the Provider's own systems or third-party platforms used for delivery.

## 4. REPORTING OBLIGATION

4.1 In the Linking Model, the Provider will notify EIT RawMaterials by the 15th calendar day of each calendar month of the number of users of the Learning Content via the Platform in the respective previous month. This applies regardless of whether the Learning Content (i.e. the respective course) is offered or conducted online, in person, or both online and in person. The report shall specify, in anonymised or aggregated form and in line with applicable data protection laws, the user numbers for each Learning Content offering, distinguishing between new and returning users (if technically possible), as well as the total number of sessions and any further relevant usage parameters agreed from time to time.

4.2 The Provider must implement and maintain appropriate technical and organisational measures and tracking mechanisms to ensure that it can fully record the number of customers using the Learning Content by the Linking Model via the Platform. The Provider must ensure that the counting and reporting of users is consistent with the requirements of this Agreement and with the technical specifications or interface requirements provided by EIT RawMaterials.

## 5. FINANCIAL ARRANGEMENTS

5.1 The Parties may agree, acting in good faith, on a case-by-case basis, on specific financial arrangements for EIT RawMaterials in relation to concluded Customer Contracts or other services. Any such arrangements, including any fees, commissions, revenue-sharing mechanisms and/or other service-related costs, shall be agreed by a separate agreement between the Parties in writing with reference to this Agreement.

## 6. BRANDING & CO-MARKETING

6.1 Subject to this Agreement, each Party grants to the other Party a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use its name, trademarks, service marks and logos ("Marks") solely for co-marketing of the Learning Content and the Raw & Advanced Materials Academies across agreed channels (including the Platform, newsletters, social media, presentations, event

materials) during the Term. Each use shall:

- 6.1.1 comply with the Mark owner's then-current brand guidelines (to be provided in text form);
- 6.1.2 not imply sponsorship, partnership, or endorsement beyond the scope of this Agreement. For the avoidance of doubt, inclusion of the Provider or its Learning Content on the Platform, and any related visibility, co-branding, or promotional activities whatsoever carried out under this Agreement, only indicate participation in the European Raw Materials Academy and/or the European Advanced Materials Academy ecosystem in accordance with the applicable quality and eligibility processes, and do not constitute a guarantee, warranty or any other form of reliance or commitment of course outcomes, regulatory approval, or an endorsement beyond the scope expressly defined in this Agreement.
- 6.1.3 not be used in a disparaging, misleading or unlawful manner; and
- 6.1.4 be subject to prior text form approval by the Mark owner for any use outside standard, pre-approved templates.

- 6.2 The Mark owner may at any time require corrective measures or withdrawal of specific uses in case of quality, legal or reputational concerns. The user shall implement such measures without undue delay.
- 6.3 All goodwill arising from use of the Marks shall inure to the benefit of the Mark owner. No rights are granted beyond the foregoing.
- 6.4 Provider represents and warrants to EIT RawMaterials that it owns or is otherwise duly authorised to grant, all necessary rights, titles and interests in and to its Marks (including trademarks, logos and trade dress) for the purposes of this Agreement, and that the use of such Marks by EIT RawMaterials and/or its Affiliates in accordance with this Agreement will not infringe any third party rights or violate any applicable law.

## 7. RIGHTS TO OBJECTS PROVIDED BY EIT RAWMATERIALS & PLATFORM

- 7.1 EIT RawMaterials reserves all property rights, copyrights and any other intellectual property rights to its information, presentations, templates, drafts, illustrations, calculations, files and documents. The Provider may not make them accessible to third parties without the prior consent of EIT RawMaterials in text form, whether they are labelled as confidential or not.
- 7.2 EIT RawMaterials reserves all property rights and industrial property rights to any other items used by EIT RawMaterials or made available to the Provider by EIT RawMaterials. EIT RawMaterials is not obliged to transfer or surrender items to the Provider.

- 7.3 After the end of the contractual relationship, or upon request by EIT RawMaterials, the Provider shall – without undue delay and at its own expense – return all physical items, originals and copies of documents, files or other proprietary materials received from EIT RawMaterials, and delete or destroy all digital copies (unless a longer retention is required by law). Upon request, the Provider shall confirm such deletion or destruction in writing.
- 7.4 Except as otherwise agreed in this Agreement, no intellectual property rights, usage rights or other rights to the Platform or its components (including the platform software, design, structure, data models, functionalities or user interfaces) are granted to the Provider. The Provider is granted, for the duration and scope of this Agreement, a simple (non-exclusive), non-transferable, non-sublicensable right to technically use the functionalities of the online learning platform via browser access or, where applicable, via the API, solely for the purpose of offering, managing, and maintaining the Learning Content in accordance with the terms of this Agreement.
- 7.5 The Provider is not permitted to reproduce, decompile, modify, further develop, transfer, sublicense or otherwise use the Platform, its components or underlying technology beyond the scope necessary for the contractual use as described above. Any further use, especially for providing own or third-party platform services, is expressly excluded.
- 7.6 All intellectual property rights and technical know-how, software, documentation, designs and trademarks connected with the Platform remain the exclusive property of EIT RawMaterials or its licensors. The Provider acquires no additional rights except those expressly set out in this Agreement.
- 7.7 If the Provider provides suggestions, comments, ideas or other feedback relating to the Platform or its improvement ("Feedback"), EIT RawMaterials may freely use, reproduce, further develop and implement such Feedback without restriction. The Provider waives any right to compensation or remuneration for such Feedback, unless the Parties have expressly agreed otherwise in writing. Such Feedback shall not be deemed confidential or proprietary information of the Provider. This does not apply to information clearly marked or notified by the Provider as confidential or constituting a trade secret at the time of disclosure.

## 8. RIGHTS OF USE TO LEARNING CONTENT

- 8.1 The Provider grants EIT RawMaterials and its Affiliates, for the term of this Agreement, the non-exclusive, worldwide and royalty-free right to use, publicly display, reproduce, store, technically process, transmit, publish and make accessible to customers on the Platform all content, materials, data, files, images,

texts, logos, product descriptions, brochures, company names and trademarks (“Provider Materials”) submitted, uploaded or linked by the Provider, to the extent necessary for the operation, presentation, marketing and technical optimization of the Provider’s Learning Content on the Platform.

- 8.2 EIT RawMaterials is entitled to technically edit, format, translate or adapt the Provider Materials as required for the operation and presentation on the online learning platform, provided that the original meaning and character of the content is preserved.
- 8.3 EIT RawMaterials is entitled to grant sublicenses to the extent necessary to enable third-party service providers such as hosting partners, IT service providers, software vendors, technical support or other subcontractors engaged for the operation, maintenance, security, support or further development of the Platform to technically process, store, transmit or make accessible the Provider Materials, provided such third parties are bound by appropriate confidentiality and data protection obligations. Any such sublicense is limited to what is required for proper operation and platform performance and does not entitle third parties to use the Provider Materials for their own or third-party business purposes.
- 8.4 The Provider remains the sole owner of all intellectual property and other rights in the Provider Materials; no rights are granted to EIT RawMaterials beyond those necessary for operation, presentation, marketing and lawful use of the Learning Content on the Platform in accordance with this Agreement and applicable law.
- 8.5 The Provider assures that it is entitled to grant the above rights of use, that the Provider Materials are free from third-party rights or that all necessary third-party consents have been obtained, and that their use on the Platform does not infringe any statutory provisions or rights of third parties (in particular copyright, design, trademark and personality rights).
- 8.6 Upon termination of this Agreement, EIT RawMaterials will remove the Provider’s Learning Content from the Platform within a reasonable period, unless legal retention obligations or ongoing customer rights to access previously purchased content require otherwise.
- 8.7 Apart from the grant of rights set out above, the provisions of this Agreement do not affect the ownership or control of the Provider’s intellectual property rights.

## 9. COMPLIANCE

- 9.1 The Provider must always comply with and act in accordance with all applicable laws, regulations and industry standards. This applies, in particular, with respect to the development, distribution and use of the Learning Content. It includes, but is not limited to, laws and regulations relating to data protection law (the EU

General Data Protection Regulation as well as the respective domestic data protection laws), consumer protection law, youth protection law, copyright and intellectual property law, competition law, export control regulations and other sector-specific requirements.

## 10. SECRECY

- 10.1 The provisions of the non-disclosure agreement in Annex 3 (Confidentiality Agreement) apply.

## 11. LIABILITY OF THE PROVIDER

- 11.1 The Provider is liable for any damages, losses, costs and expenses suffered by EIT RawMaterials and its Affiliates as a result of or in connection with a breach of any obligation or duty by the Provider. The Provider shall indemnify and hold harmless EIT RawMaterials and its Affiliates against any claim by a third party against EIT RawMaterials and/or its Affiliates as a result of or in connection with a breach of any obligation or duty by the Provider.
- 11.2 Claims and rights of EIT RawMaterials and its Affiliates in accordance with the statutory provisions remain unaffected.

## 12. LIABILITY OF EITRAWMATERIALS

- 12.1 EIT RawMaterials is liable without limitation in the event of culpable injury to life, limb and health.
- 12.2 EIT RawMaterials is liable without limitation for wilful misconduct and gross negligence. Insofar as EIT RawMaterials did not act with wilful misconduct and there is no case of Section 12.1, liability is, however, limited to the foreseeable damage typical for this type of agreement.
- 12.3 EIT RawMaterials is liable for the culpable breach of such obligations, the fulfilment of which is essential for the performance of this Agreement and on the fulfilment of which the Provider regularly relies on and may rely. Insofar as EIT RawMaterials did not act with wilful misconduct and there is no case pursuant to Section 12.1, EIT RawMaterials' liability is, however, limited to the foreseeable damage typical for this type of agreement.
- 12.4 EIT RawMaterials' liability pursuant to mandatory statutory liability remains unaffected.
- 12.5 Apart from the liability in the cases according to Section 12.1 to Section 12.4, liability of EIT RawMaterials arising from or in connection with this Agreement –

irrespective of the legal grounds – is excluded, unless otherwise stipulated in this Agreement. For the avoidance of doubt, EIT RawMaterials does not assume any form of guarantee in the legal meaning.

- 12.6 EIT RawMaterials assumes no liability for any faults or disruptions within its network for which it is not responsible for.
- 12.7 EIT RawMaterials shall only bear liability for losses of data in line with the subsections above where such a loss would have been unavoidable even if appropriate backup measures had been taken by the Provider.
- 12.8 Insofar as the liability of EIT RawMaterials is excluded or limited in accordance with the above provisions, this will also apply to the personal liability of the corporate bodies, legal representatives, employees and staff of EIT RawMaterials.
- 12.9 The Provider will inform and consult EIT RawMaterials immediately and comprehensively if the Provider intends to make a claim against EIT RawMaterials in accordance with the above provisions. The Provider will immediately give EIT RawMaterials the opportunity to investigate a claim.

### 13. FORCE MAJEURE

- 13.1 External events that have no operational connection and cannot be averted even with the utmost reasonable care (hereinafter "Force Majeure"), in particular floods, earthquakes and other natural disasters, lightning, epidemics, pandemics, war, cyber-attacks, riots, insurrections, acts of terrorism, strikes, embargoes and other official measures or restrictions, will release the Parties from their performance obligations for the duration of the disruption and to the extent of its effect. EIT RawMaterials will also be released from its own obligation to perform if one of the suppliers or subcontractors of EIT RawMaterials is hindered in its performance towards EIT RawMaterials due to Force Majeure and EIT RawMaterials is therefore unable to perform towards the Provider with reasonable effort.
- 13.2 The Party hindered in its performance by Force Majeure is obliged (i) to inform the other Party without undue delay of the occurrence and regularly of the expected effects of Force Majeure, (ii) to take all reasonable measures to avert and end the impediment to performance and (iii) to take all reasonable measures to mitigate the consequences of the Force Majeure for the other Party.
- 13.3 If the events discharging the obligation to perform continue for longer than 60 days or if it is foreseeable that the events will continue for longer than 60 days, each Party will be entitled to terminate the Agreement.
- 13.4 In the event that EIT RawMaterials' costs for the performance of this Agreement increase significantly as a result of Force Majeure and EIT RawMaterials is unable to compensate for these increased costs by increasing the costs invoiced to the

Provider accordingly, EIT RawMaterials will be entitled to terminate this Agreement with immediate effect by giving notice in text form or to reduce or to suspend the performance.

## **14. SUSPENSION / BLOCKING OF PROVIDER'S ACCESS TO ACADEMIES DIGITAL PLATFORM / LEARNING MATERIALS**

14.1 Restriction, suspension and/or blocking of the Provider's access to the Platform or Learning Content shall only be applied based on legitimate grounds. Legitimate grounds include where the Provider:

- 14.1.1 materially breaches this Agreement;
- 14.1.2 non-compliance with legal or regulatory requirements regarding Learning Content (including withdrawal or loss of mandatory certifications);
- 14.1.3 repeatedly fails to remedy breaches after notice;
- 14.1.4 provides unlawful content;
- 14.1.5 infringes third-party intellectual property rights;
- 14.1.6 creates security or technical risks for the Platform;
- 14.1.7 misuses the Platform or circumvents safeguards; or
- 14.1.8 causes serious reputational harm to EIT RawMaterials or the Academies.

14.2 In this event, EIT RawMaterials shall be entitled to apply proportionate measures, which may include:

- 14.2.1 to issue a formal warning to the Provider;
- 14.2.2 to temporarily block or suspend the Provider's access data to and/or Provider's account on the Platform; and/or
- 14.2.3 to block or remove specific Learning Content temporarily or permanently.

14.3 Legitimate grounds within the meaning of Section 14.1, entitling EIT RawMaterials to take proportionate measures in accordance with Section 14.2, also include circumstances such as:

- 14.3.1 if the Provider knowingly provides false or misleading information in violation of this Agreement, particularly with regard to their company name, business address, certifications or approvals (e.g. ZFU), customer data or other essential contractual information;
- 14.3.2 if the Provider unlawfully grants unauthorized third parties access to their Academies Digital Platform account or discloses their access credentials contrary to the Agreement;
- 14.3.3 if the Provider is more than six (6) weeks in default with any payments owed to EIT RawMaterials under this Agreement or a separate agreement with

reference to this Agreement.

- 14.4 EIT RawMaterials shall also be entitled to apply measures in accordance with Section 14.2 in the event of a reasonable suspicion of any events or circumstances which may constitute legitimate grounds within the meaning of Section 14.1 and/or Section 14.3.
- 14.5 The Provider may avert these measures by dispelling the suspicion at its own expense by providing appropriate evidence.
- 14.6 A reasonable suspicion shall exist, for instance, if courts, authorities and/or other third parties inform EIT RawMaterials of a potential or actual violation.
- 14.7 EIT RawMaterials will notify the Provider of the reasons for the suspension and/or respective measures, prior to or at the time such measures become effective by providing the notification on a durable medium (in writing, by fax, or by email).

## 15. TERM OF THE AGREEMENT

- 15.1 This Agreement enters into force on [*date*] and is valid for a period of [*please insert*] years (hereinafter referred to as the "Minimum Contract Term"). The Agreement will be extended for successive periods of one year, unless terminated by either Party with six (6) months' notice to the end of the respective agreement term. The Agreement may therefore be terminated for the first time at the end of the Minimum Contract Term by giving notice of termination in accordance with the notice period.
- 15.2 The following circumstances constitute legitimate grounds for termination for good cause within the meaning of Regulation (EU) 2019/1150 (P2B Regulation). The right of either Party to terminate the Agreement for good cause remains unaffected. Good cause for termination by EIT RawMaterials includes, in particular:
  - 15.2.1 if the Provider violates compliance obligations in accordance with Section 9 (Compliance), through bribery, any other form of corruption or violations of competition law;
  - 15.2.2 if the Provider is more than six (6) weeks in default with any payments owed to EIT RawMaterials under this Agreement or a separate agreement with reference to this Agreement;
  - 15.2.3 any other significant breach of an obligation under this Agreement or a separate agreement with reference to this Agreement by the Provider and, if the breach can be remedied, the breach is not remedied within 30 calendar days of receipt of a request to remedy the breach. A material breach of an essential obligation under this Agreement by the Provider will also constitute good cause for termination.

- 15.3 The notice of termination must be given in writing. The notice of termination will also be deemed to have been received if an attempt to deliver it has been unsuccessful and a delivery notice has been left with the recipient.
- 15.4 If EIT RawMaterials terminates this Agreement, it will provide the Provider with the reason(s) for the termination at least thirty (30) days prior to the termination taking effect, on a durable medium (e.g. letter, email or another durable medium). This period may be shortened or waived if:
  - 15.4.1 EIT RawMaterials is subject to a legal or regulatory obligation which requires full termination of the service provision without the observance of such notice period,
  - 15.4.2 EIT RawMaterials exercises a right of immediate termination for a compelling reason under applicable national or EU law,
  - 15.4.3 EIT RawMaterials can demonstrate that the Provider has repeatedly infringed the Agreement or applicable policies.
 In such cases, EIT RawMaterials will provide the Provider without delay with a justification for the termination decision on a durable medium (e.g. by letter, email or another durable medium).
- 15.5 The Provider will remain obliged to perform its services in accordance with the Customer Contracts even after termination of this Agreement.
- 15.6 Provider's obligations pursuant to Section 8 (Rights of Use to Learning Content), Section 9 (Compliance), Section 10 (Secrecy), and Section 11 (Liability of Power), and any obligation to finalise ongoing customer contracts, remain in force after termination of this Agreement.
- 15.7 Termination or expiration of this Agreement shall not affect Customer Contracts concluded between the Provider and End Users. The Provider shall remain solely responsible for the performance of such Customer Contracts, including learner access to Learning Content, completion, certification, and any refunds or reimbursement claims.
- 15.8 EIT RawMaterials shall not be responsible for refunds, reimbursements, or other financial claims arising from Customer Contracts, nor for the Provider's continued performance thereof, including in cases where Learning Content is removed from or no longer accessible via the Platform.
- 15.9 Upon termination of this Agreement, the Provider shall retain access to its Provider account and to data generated by or relating to its Learning Content to the extent required to comply with statutory retention obligations and to enable the orderly wind-down of contractual obligations, unless such access is restricted or suspended in accordance with this Agreement or applicable law. Further details regarding data access and retention are governed by applicable data protection laws.

## 16. COLLECTION & PROCESSING OF NON-PERSONAL DATA

- 16.1 EIT RawMaterials is entitled to store information and non-personal data relating to the offering and use of Learning Content by the Provider on the Platform, including technical operational data, usage statistics (e.g., access numbers, session duration, completion rates, error statistics), and quality indicators (KPIs), and to use such data exclusively in anonymized or aggregated form for platform analysis, quality control, market observation, product optimization, and further development of the Platform.
- 16.2 During the term of the Agreement, EIT RawMaterials is further entitled to store and process non-personal company, offer, and billing data provided by the Provider on the Platform, as well as any relevant updates, for contract management, invoicing, documentation, and compliance purposes.
- 16.3 Where EIT RawMaterials prepares analyses, reports, or statistics, or conducts internal/external audit and quality assurance measures for the above purposes, it is ensured that no legitimate interests of the Provider in maintaining the confidentiality of trade secrets or sensitive business and operational data are unduly affected.
- 16.4 In connection with data processing under this Section 16, no personal data or any data that is subject to trade secret protection or intellectual property rights for the benefit of the Provider will be processed.
- 16.5 Data processing under this Section 16 is otherwise carried out in compliance with all applicable statutory provisions, particularly the requirements of data protection law. The rights of the Provider to use or access data provided or generated by them in a reasonable manner remain unaffected. Where the provision of Learning Content or the operation of the Platform involves the processing of personal data within the meaning of Regulation (EU) 2016/679 (GDPR), such processing shall be subject to a separate data protection agreement to be concluded between the Parties (Annex 5), defining the respective roles of the Parties as controller, joint controller and/or processor, as applicable. No processing of personal data requiring such role allocation shall commence until Annex 5 has been duly executed.

## 17. CHOICE OF LAW & PLACE OF JURISDICTION

- 17.1 This Agreement is governed by German law, excluding any conflict of law principles. The applicability of the United Nations Convention on Agreements for the International Sale of Goods (CISG) is excluded.

17.2 The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement, including disputes about its validity, is the registered office of EIT RawMaterials. EIT RawMaterials is entitled, at its own discretion, to bring legal action against the Provider at its general place of jurisdiction. For the avoidance of doubt, prior mediation as set out in Annex 4 applies without prejudice to the foregoing jurisdiction.

## 18. FINAL PROVISIONS

- 18.1 The Provider may only exercise a right of retention or a right of set-off on the basis of undisputed or legally established claims.
- 18.2 The Provider will only be entitled to assign claims arising from this Agreement with the prior consent of EIT RawMaterials in text form.
- 18.3 Should individual provisions of this Agreement be or become invalid, the remaining provisions will remain unaffected. In the event of the invalidity of individual provisions of this Agreement, the Parties undertake to jointly agree on a replacement provision that corresponds as closely as possible to the economic purpose of the invalid provision. This will apply mutatis mutandis in the event of a loophole.
- 18.4 Provider's general terms and conditions do not apply to this Agreement and its Annexes. This also applies if such terms and conditions of the Provider have not been expressly objected to by EIT RawMaterials.
- 18.5 There are no written or verbal additions to this Agreement. Amendments to this Agreement must be made in text form. This also applies to any deviation from this text form requirement.
- 18.6 The Annexes referred to in this Agreement form an integral part thereof. An Annex that is listed but not completed or not attached at the Effective Date shall apply only when expressly agreed in writing by the Parties. The absence of such an Annex shall not affect the validity or enforceability of this Agreement.
- 18.7 Text form within the meaning of this Agreement means text that corresponds to the text form (e.g. letter, email, fax) pursuant to Section 126b of the German Civil Code ("Bürgerliches Gesetzbuch").

## ANNEXES

The following annexes form an integral part of this Agreement:

- Annex 1: Terms of Use for the Platform
- Annex 2: Service Level Agreement (SLA)

- Annex 3: Confidentiality Agreement
- Annex 4: Supplementary information pursuant to Regulation (EU) No. 2019/1150 (P2B-Regulation)
- Annex 5: Data Protection (Art. 28 DPA and/or Art. 26 Joint Controller Arrangement)

## SIGNATURES

EIT RawMaterials GmbH represented by:

Name: [Firstname LASTNAME]  
Function: [Function / Job Title]

Signature:

Name: [Firstname LASTNAME]  
Function: [Function / Job Title]

Signature:

Provider represented by:

Name: [Firstname LASTNAME]  
Position: [Function / Job Title]

Signature:

## ANNEX 1

### Terms of Use of the Platform for LCPs

#### 1. Scope and Applicability

- Applies only when the Provider accesses or uses the Platform
- Applies irrespective of Linking vs Uploading model (if relevant)

#### 2. Access and Credentials

- Provider is responsible for:
  - safeguarding login credentials
  - ensuring access is limited to authorised users
- No sharing of credentials with third parties

#### 3. Permitted Use

- Platform may be used solely for:
  - providing Learning Content under this Agreement
  - related reporting, quality, and operational purposes
- No reverse engineering, scraping, or misuse

#### 4. Technical and Security Requirements

- Compliance with:
  - reasonable technical standards
  - security requirements communicated by EIT RawMaterials
- No introduction of malware or circumvention mechanisms (this aligns with Section 3.6 and avoids duplication)

#### 5. Suspension or Restriction

- Access may be suspended in accordance with:
  - Section 14 of the Agreement
  - applicable law

#### 6. Updates

- EIT RawMaterials may update these Terms of Use
- Providers will be informed of material changes
- Continued use constitutes acceptance

## ANNEX 2

### Service Level Agreement (SLA)

#### 1. SCOPE, TERM & DEFINITIONS

This Service Level Agreement sets out indicative minimum service levels and quality standards reflecting reasonable expectations for providers contributing Learning Content to the Platform. The service levels described herein do not constitute guaranteed performance metrics, nor do they give rise to automatic penalties or service credits, unless expressly agreed otherwise in writing between the Parties.

- a. This Service Level Agreement (the “SLA”) defines minimum service levels, support requirements and quality standards that the Provider must fulfil in relation to the Learning Content made available via the Platform (the “Platform”).
- b. The SLA is integral to, and subsidiary of, the Cooperation Agreement (the “Agreement”). In the event of conflicting provisions, this SLA shall prevail for all service, quality and support standards of the Provider, unless otherwise stipulated in this SLA.
- c. Unless otherwise agreed in the Agreement, the Provider shall not receive any separate remuneration from EIT RawMaterials for the services provided under this SLA. Any remuneration claims of the Provider shall be settled by the Agreement.
- d. The term of the SLA depends on the term of the Agreement. The SLA shall survive the termination of the Agreement for as long as the Provider's Learning Content is made available to End Users on the Platform. The right of both parties to terminate the SLA for good cause remains unaffected.
- e. Where Learning Content remains accessible to End Users following termination or expiration of the Agreement due to existing Customer Contracts or legal obligations, the Provider's obligations under this Service Level Agreement, including availability and learner support obligations, shall continue to apply for the duration of such access.
- f. “Learning Content” means all digital content, courses, modules, materials (including but not limited to SCORM packages, quizzes, assignments, gradebooks, attendance records, etc.) made available or administered by the Provider on the Platform.
- g. “End Users” refers to any natural persons or legal entities who are registered on the Platform and access or use the Learning Content for educational, informational, or professional purposes, including but not limited to learners, corporate customers, and their employees.
- h. “Business Days” for the purposes of this SLA are all calendar days from Monday to Friday, excluding public holidays at the registered office of EIT RawMaterials.

- i. "Business Hours" refer to the period from 08:00 to 18:00 Central European Time (CET) on Business Days.

## 2. AVAILABILITY & RELIABILITY

- a. Provider will ensure that all Learning Content is permanently available (calculated 24/7, excluding defined maintenance and force majeure) to End Users via the Platform within the availability of the Platform as stipulated in the Agreement.
- b. Downtimes and incidents that are not attributable to the Provider shall not be considered an impairment of availability and do not constitute a breach of the Provider's obligations under this SLA. This applies to availability interruptions or impairments caused by:
  - i. failures and/or malfunctions of technical systems and/or network components outside the Provider's sphere of responsibility, especially infrastructure or network outages beyond the Provider's control;
  - ii. downtime or disruptions caused by incoming IT-attacks, provided the Provider was not obliged to maintain up-to-date technical and organizational measures in accordance with industry standards at the time of the attack;
  - iii. planned, agreed or otherwise necessary, maintenance work non-attributable to the Provider, provided these are communicated to EIT RawMaterials in advance and in accordance with the provisions of this SLA.
- c. Scheduled maintenance (including content updates affecting availability) must:
  - i. be minimized and planned outside Business Days and/or on Business Days outside the Business Hours, if possible,
  - ii. be notified to EIT RawMaterials and impacted End Users at least five (5) business days in advance,
  - iii. not exceed eight (8) hours per month, except with prior written consent of EIT RawMaterials.
- d. Unscheduled outages and material performance problems must be reported to EIT RawMaterials immediately, detailing the impact, cause and expected restoration time.
- e. The Provider will regularly monitor its content and content delivery, using suitable tools, to detect faults proactively.

## 3. SUPPORT & INCIDENT HANDLING

- a. Provider must set up and maintain:
  - i. clear single point of contact (SPOC) for support and incident management;
  - ii. support/helpdesk system (e.g. ticketing or email) for End Users' queries and incidents related to the Learning Content.
- b. Provider is responsible for first-level support regarding:
  - i. access issues to its content/courses,
  - ii. completion status (e.g. SCORM, xAPI),

- iii. grading, assessment, attendance records,
- iv. all course- and content-related queries, corrections and administration, unless the issue demonstrably lies within the Platform's technical core.

c. The Provider undertakes to resolve and in accordance with the following provisions any incidents, disruptions or performance impairments affecting the Learning Content or its accessibility ("Incidents") that occur during the term of the Agreement. Incidents that occur shall be classified by EIT RawMaterials at its reasonable discretion, considering the interests of the Provider, into the following categories ranked by severity:

- i. Category/Priority 1: "Critical": Content/course inaccessible for all End Users, major error preventing usage or mass error in grading/completion for a group of three (3) or more End Users.
- ii. Category/Priority 2: "Major": Significant functionality degraded for a group of three (3) or more End Users (e.g. quiz not launching, gradebook errors for a course). Several parallel category 2 Incidents may constitute a category 1 Incident.
- iii. Category/Priority 2: "Minor": Isolated or cosmetic defects, errors affecting single End Users or questions. Several parallel category 3 Incidents may constitute a category 2 or category 1 Incident.

d. The following response time targets, workaround timeframes and resolution timelines are indicative only and serve as non-binding guidance for typical incident handling scenarios. They do not constitute guaranteed service levels or legally binding obligations.

Priority	Response Deadline	Workaround Deadline	Final Fix Deadline
Critical	one (1) hour	four (4) hours	one (1) business day
Major	four (4) hours	one (1) business day	two (2) business days
Minor	one (1) business day	five (5) business days	ten (10) business days

- i. "Response Deadline" is the time from receipt of Incident report until Provider responds and starts remediation. The Provider shall be deemed to have complied with this deadline if it informs EIT RawMaterials and the End Users of its initial assessment of the solution to the Incident within the respective time specified above.
- ii. "Workaround Deadline" means the time within which the Provider must provide and implement an effective solution to restore at least basic functionality or enable continued use of the core features of the affected Learning Content for End Users, should the final resolution of the Incident not already be possible within the Workaround Deadline. The workaround must be suitable to enable users to reasonably use the Learning Content for its intended core purpose (e.g. course access, completion, grading) during the period until full rectification. The workaround must be documented towards EIT RawMaterials, and users must be informed about temporary limitations and interim measures implemented.
- iii. "Final Fix Deadline" means the time by which the Provider is required to fully and effectively resolve the Incident and its underlying cause so that the Learning Content is restored to proper and contractually compliant functioning; the Provider owes a successful and permanent rectification of the disruption within this period.

- e. It is at the Provider's discretion to decide which means to use to successfully resolve the Incident. In any case, Provider's solution must correspond to the state of the art and must not violate the provisions of the Agreement regarding quality and compliance.
- f. Provider documents each Incident, each ticket, logs actions and tracks resolution status. A monthly incident and support report must be provided to EIT RawMaterials. EIT RawMaterials is also entitled to request such a report at any time.
- g. For Incidents not attributable to Provider content/admin (e.g. core platform outages), Provider will promptly escalate to EIT RawMaterials' platform support and keep End Users and EIT RawMaterials informed.

## 4. CONTENT QUALITY & MAINTENANCE

- a. Provider warrants that all Learning Content is, throughout the term:
  - i. accurate, complete, up to date and pedagogically sound,
  - ii. technically functional and standards-compliant (at least SCORM/xAPI),
  - iii. free from malware and unauthorised content,
  - iv. compliant with all applicable legal/regulatory requirements (e.g. proper certification, ZFU approval, third party rights).
- b. Content updates, removals or major alterations must be notified to EIT RawMaterials and affected End Users at least five (5) business days in advance, unless urgent issues require immediate action.
- c. Provider is responsible for ongoing administration of courses (posting, updates, grades, attendance, etc.) in a timely, reliable and professional manner.
- d. EIT RawMaterials may conduct random reviews or audits of content and support processes; Provider will co-operate and supply relevant evidence or documentation on request.

## 5. CONSEQUENCES OF BREACH

- a. Persistent or repeated breaches of this Agreement, or a failure to remedy defects or non-compliance within a reasonable period after notification, may constitute good cause for extraordinary termination of the Agreement in accordance with its terms and applicable law.
- b. The statutory rights and remedies of EIT RawMaterials, including claims for damages where applicable, remain unaffected.

## 6. DOCUMENTATION & AUDIT

- a. Provider must maintain a full record of:

- i. all incidents and responses,
- ii. End User complaints and remedy actions,
- iii. all service level reports and evidence of compliance.

- b. This documentation must be made accessible to EIT RawMaterials within five (5) business days upon request and retained for at least twelve (12) months.
- c. EIT RawMaterials may on reasonable notice audit Provider's incident, support and content administration processes.

## 7. COMMUNICATION, POINTS OF CONTACT & ESCALATION

- a. Provider designates SPOC(s) for day-to-day operations and escalation:
  - *[Firstname LASTNAME] / [email address] / [phone number] / [availability hours]*
  - *[Firstname LASTNAME] / [email address] / [phone number] / [availability hours]*
  - *[Firstname LASTNAME] / [email address] / [phone number] / [availability hours]*
- b. Persistent or unresolved issues within agreed escalation timelines will be raised directly to Provider's management.

## 8. AMENDMENTS & FINAL PROVISIONS

- a. This SLA may only be amended in writing signed by both parties.
- b. If any part of this SLA is found invalid, the remainder remains unaffected.

## ANNEX 3

### Confidentiality Agreement

By and between on the one part:

1. EIT RawMaterials GmbH, a company limited by shares and organised under the laws of Germany, with registered office address at Europaplatz 2, 10557 Berlin, registered with the Commercial Register of the Local Court (Amtsgericht) Berlin-Charlottenburg number HRB 168389 B, VAT ID DE301692026.

**“EIT RM”**

and on the other part,

2. *[Name of the Provider]*, a legal entity incorporated and registered under the laws of *[Country of Registration]*, having its registered office at *[Address]*, registered with *[Registration Entity]*, VAT ID *[VAT Number]*.

**“Proposer”**

EIT RM and the Proposer each a “**Party**” and collectively “**the Parties**”

**EFFECTIVE DATE:** *[DDMMYYYY]*

#### **PURPOSE**

The Purpose of this Agreement ("Purpose") is to allow the Parties to discuss, explore, and potentially effectuate a business relationship relating to *[a potential cooperation relating to education and training activities within the EIT RawMaterials Academies]*.

The Parties agree that either Party ("Discloser") may provide or make available to the other Party ("Recipient"), for the above-defined Purpose, technical, business, research, development or other information or know-how which Discloser considers confidential, proprietary and valuable.

Discloser is willing to disclose such information as Discloser deems appropriate, and Recipient is willing to receive such information, for the Purpose, under the following

## TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1. **CONFIDENTIAL INFORMATION:** "Confidential Information" shall mean any and all information disclosed to Recipient by Discloser or any Affiliate of Discloser, either directly or indirectly, orally or by electronic means or in writing or by drawings or samples or otherwise, and includes (without limitation) general knowledge of Discloser's business or other structure, operations, assets, members, staff, contacts, customers, suppliers, financial data, reports, analyses, and projections, intellectual property, research, development, cooperation and other plans, results and activities. Confidential Information shall include information falling within the above definition (a) disclosed to the other Party, for the Purpose, by third parties upon the instruction of Discloser and/or (b) provided or made available by either Party to the other, for the Purpose, prior to the date of this Agreement.
- 1.2. **AFFILIATES:** "Affiliates" of a Party mean any legal entities controlling or controlled by, directly or indirectly, that Party, or under common control with that Party through stock ownership, voting rights or otherwise by operation of law, contract or fact. Control shall be deemed to exist (without limitation) in case of stock ownership interest or voting rights of more than 50% (fifty percent).
- 1.3. **INCLUDING:** Whenever used in this Agreement, the words "include", "includes" and/or "including" shall be deemed to be followed by the phrase "without limitation".

### 2. NON-DISCLOSURE OBLIGATIONS

- 2.1. Recipient agrees not to, without Discloser's prior written consent,
  - 2.1.1. disclose Confidential Information received hereunder to any third party;
  - 2.1.2. use Confidential information for any reason or purpose except for the Purpose specified above;
  - 2.1.3. make copies of Confidential Information without the prior written consent of Discloser except to the extent necessary to carry out the Purpose of this Agreement;
  - 2.1.4. make known or cause to be made known to any third party any correlation or identity which may exist between Confidential Information and information or know-how made available to Recipient from any other source;
- 2.2. Recipient shall immediately upon the request of Discloser or upon fulfillment of the Purpose or upon termination of this Agreement for whichever reason,
  - 2.2.1. return to Discloser (or upon instruction of Discloser to any other source of information), if capable of return, or otherwise destroy 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 Recipient,

collectively “Representatives”) including Confidential Information stored electronically and/or on record-bearing media, without retaining any copy thereof or any computer or other electronic record,

- 2.2.2. destroy all materials incorporating or based on such Confidential Information,
- 2.2.3. certify to Discloser in writing that it has complied with the provisions of this Section 2 and
- 2.2.4. ensure that any Representative to which it has disclosed the Confidential Information does the same;
- 2.2.5. provided that Recipient may retain:
  - 2.2.5.1. any Confidential Information as may be required by law,
  - 2.2.5.2. copies of electronically exchanged Confidential Information made as a matter of routine information technology backup or
  - 2.2.5.3. as is contained or referred to in board minutes or in documents referred to therein, (in which cases the provisions of this Agreement shall survive the Term as per section 8 below in relation to such Confidential Information until being destroyed).

### 3. PERMITTED DISCLOSURE

- 3.1. 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 “Personnel”), its Affiliates and Personnel of those Affiliates :
- 3.2. who have a need to know such information to carry out the Purpose;
- 3.3. who have been informed of the confidential nature of the Confidential Information and of the obligations of Recipient in respect thereof; and
- 3.4. 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

- 4.1. strictly comply with any and all applicable laws and regulations including the EU General Data Protection Regulation and its respective transposition into national law,
- 4.2. 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,

- 4.3. 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 ,
- 4.4. not to reverse engineer, disassemble, or design around Discloser's proprietary products, services, or intellectually property,
- 4.5. not make use of the Confidential Information for its own business or other purposes of itself or for the detriment of Discloser.

## 5. EXCEPTIONS TO NON-DISCLOSURE OBLIGATIONS

- 5.1. The obligations of non-disclosure and restrictions on use shall not apply to information which:
- 5.2. Recipient can show, by a writing in existence at the time of disclosure by Discloser hereunder, was in the public domain or literature, or
- 5.3. 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, after its disclosure hereunder:
- 5.4. becomes part of the public domain through no act or omission of Recipient, or
- 5.5. is disclosed to Recipient without obligation of confidentiality by a third party having legal right to do so.
- 5.6. Recipient is obligated to disclose under any provision of applicable national or international law including governmental regulation or 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. Each Party shall be responsible for its Affiliates' (and, for the avoidance of doubt, its Representatives' and Personnel's) compliance with the terms of this Agreement. Confidential Information received from a Party's Affiliates must be treated the same as Confidential Information received from that Party.

## 7. DISCLAIMERS/LIMITATION OF LIABILITIES

Recipient must take all reasonable precautions in handling and evaluating information received

under this Agreement. Each 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 this Agreement. Notwithstanding the foregoing, no provision contained herein shall exclude any liability for, or remedy in respect of, fraudulent misrepresentations.

## 8. TERM

This Agreement shall become effective as of the Effective Date and shall remain in effect until the Purpose has been fulfilled or this Agreement been terminated by either side effective as at the end of a month by giving three months' written notice (facsimile or e-mail to suffice). Upon such fulfilment or termination, 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 this Agreement 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:** This Agreement, 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 this Agreement, 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, or to continue discussions relating thereto.
- 10.3. **MODIFICATIONS:** Any modification, amendment, supplement, or other change to this Agreement must be in writing and signed by both Parties. As used herein, the term "Agreement" shall include any future amendments or supplements hereto.
- 10.4. **GOVERNING LAW AND FORUM:** This Agreement shall be construed in accordance with the laws of Germany excluding its conflict of law provisions. The Parties consent to the exclusive jurisdiction of and venue in the courts of Berlin, Germany, including - without limitation - in relation to the validity of this Agreement and/or this clause.

- 10.5. **SEVERABILITY:** If any provision of this Agreement 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 replaced by the Parties in good faith by such valid and enforceable provision as most closely reflects the intent and purpose of the original provision. In case of an omitted provision, the Parties shall insert into the Agreement a provision which, given the intent and purpose of the Agreement as a whole, they would have agreed upon, had they considered the matter at the time this Agreement was executed
- 10.6. **ASSIGNMENT:** Neither Party may assign any rights or obligations pursuant to this Agreement without the prior written consent of the other Party

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly signed by the undersigned authorised representatives as follows:

EIT RM	PROPOSER
_____	_____
Name:	Name:
Title:	Title:
Date:	Date:
Name:	Name:
Title:	Title:
Date:	Date:

## ANNEX 4

### Supplementary Information Pursuant to Regulation (EU) No. 2019/1150 (P2B Regulation)

Unless expressly set out in the Cooperation Agreement or the General Terms of Use for Academies Digital Platform (see Annex 1), EIT RawMaterials hereby provides the following information to Providers on the Academies Digital Platform (“Platform”) in accordance with Regulation (EU) No. 2019/1150 (“P2B Regulation”):

#### **1. Additional Distribution Channels (Art. 3 (1) lit. (d) P2B Regulation)**

EIT RawMaterials will distribute information about Learning Content offerings from Providers – subject to the rights granted – via additional channels such as marketing newsletters, social media, trade fairs, partner companies or EIT RawMaterials’ own topic-specific websites. Providers will be informed in advance and in writing of any significant additional distribution channels.

#### **2. Impact on Intellectual Property Rights (Art. 3 (1) lit. (e) P2B Regulation)**

Providers remain the holders of all rights to their uploaded or linked Learning Content (e.g. materials, trademarks, logos). EIT RawMaterials is granted the necessary, non-exclusive, time- and geographically-limited rights of use for the presentation, marketing and technical provision of the Learning Content on the Platform (see Agreement, Section 8). Any further use outside the Platform requires the Provider’s express consent.

#### **3. Restriction, Suspension, Termination (Art. 4 P2B Regulation)**

The relevant provisions on restriction, suspension, blocking or removal of Learning Content, as well as on the termination of cooperation, are set out in the Agreement (see Sections 14 and 15). Providers will be informed of such measures including the reasons for them in advance or at the latest at the same time, unless compelling legal requirements dictate otherwise.

#### **4. Ranking Criteria (Art. 5 P2B Regulation)**

The ranking and visibility of Learning Content offerings on the Academies Digital Platform are determined using technical and operational criteria designed to ensure relevance, quality, and usability for users.

The main parameters influencing ranking may include:

- Relevance to user search queries or selected thematic areas
- Content characteristics, such as topic alignment, level, format, language, and duration
- Quality-related indicators, including learner feedback, completion rates, and engagement metrics
- Content freshness and availability, including recency of publication or updates
- Technical compatibility and performance, including standards compliance (e.g. SCORM/xAPI)

Ranking may be generated automatically through technical systems and may, in limited cases, be influenced by manual curation (e.g. thematic collections, editorial highlights, or Academy-specific showcases).

The ranking of Learning Content is not influenced by direct or indirect payments, fees, or other forms of remuneration made by Providers to EIT RawMaterials.

Ranking may be contextual (e.g. depending on search terms or Academy focus areas) but is not individually personalized based on profiling of specific business users.

The relative importance of the above parameters may evolve over time to reflect platform development, user needs, or regulatory requirements. EIT RawMaterials does not disclose detailed algorithms, weighting formulas, or proprietary ranking logic.

Providers are treated in a fair, transparent, and non-discriminatory manner in accordance with the P2B Regulation.

## **5. Ancillary Services on THE PLATFORM (Art. 6 P2B Regulation)**

In addition to Provider Learning Content, the Platform may offer certain ancillary services that support the access, delivery, administration, or quality assurance of learning activities.

Such ancillary services may include, for example:

- technical platform functionalities (e.g. user management, access control, reporting dashboards),
- certification or completion documentation issued by EIT RawMaterials where applicable,
- communication, dissemination, or promotional services related to learning activities,
- administrative or coordination services linked to Academy programmes.

Ancillary services are optional for Providers and End Users unless explicitly stated otherwise in

the Cooperation Agreement, an Annex, or applicable programme documentation.

Ancillary services may be provided directly by EIT RawMaterials or, where applicable, by third-party service providers engaged by EIT RawMaterials. Where third parties are involved, their role is clearly identified and does not affect the Provider's rights or obligations under the Agreement.

The availability or use of ancillary services does not influence the ranking, visibility, or treatment of Provider Learning Content on the Platform.

Where ancillary services are offered, relevant information is made available to End Users and Providers in a transparent manner (e.g. via the Platform interface, programme documentation, or contractual annexes).

## **6. No Preferential Treatment for EIT RawMaterials (Art. 7 P2B Regulation)**

EIT RawMaterials does not give preferential treatment to its own Learning Content or that of affiliated companies.

All providers generally have equal access to platform features; any differences (e.g. as part of pilot or funding programs) will be disclosed transparently.

## **7. Access to and Handling of Data (Art. 9 P2B Regulation)**

EIT RawMaterials processes and accesses all data provided by Providers and users, or generated by the Platform (e.g. contact, contractual, billing data, usage statistics, support data), exclusively for the purposes of contractual performance, further development, and operation of the platform.

Providers can access their own offer and usage data, including user statistics and transaction history, via their platform account.

Access to third-party data, to aggregated or anonymised aggregate data or to platform analytics is only granted if:

- The data is anonymised / aggregated;
- Applicable data protection law is complied with (GDPR);
- The Provider has no ability to re-identify individuals / no access to raw data.

Additional information is provided in the latest version of the Platform Data Privacy Statement at the following address: [\[URL\]](#).

Further details on categories of data processed, purposes of processing, access rights, data sharing with third parties, and applicable safeguards are set out in the Platform Privacy Statement, as updated from time to time and made available to Providers and users.

## **8. No Restriction of External Offering Possibilities (Art. 10 P2B Regulation)**

Providers are permitted to offer Learning Content and comparable services outside of Academies Digital Platform (on their own websites, third-party platforms, etc.) under any terms and conditions. There is no exclusivity requirement.

## **9. Complaint Management (Art. 11 P2B Regulation)**

Academies Digital Platform provides an internal complaint management system.

Complaints may be submitted via:

- email: *[contact email address]*;
- telephone: *[telephone number]*;
- online form in the Provider area.

Complaints are reviewed by the relevant internal teams in accordance with internal procedures. Where appropriate, additional information may be requested from the Provider. Complaints are handled in a timely, objective, and proportionate manner.

All submissions will receive confirmation within 48 hours and will be initially processed. Providers will be kept informed about the progress and outcome of the complaint. Summary information on complaints and their processing may be published from time to time.

In accordance with Article 12 of Regulation (EU) 2019/1150, EIT RawMaterials is willing to engage in good faith with at least two mediators to attempt to reach an out-of-court settlement of disputes with Providers arising from the provision of the Platform. The identity and contact details of such mediators will be made available upon request.

## **10. Mediation (Art. 12 P2B Regulation)**

In accordance with Article 12 of Regulation (EU) 2019/1150, EIT RawMaterials is willing to engage in good faith with at least two mediators to attempt to reach an out-of-court settlement of disputes with Providers arising from the provision of the Platform.

EIT RawMaterials proposes the following mediation bodies for this purpose:

- German Institution of Arbitration (DIS) – Centre for Mediation

- Website: <https://www.disarb.org>
- Centre for Effective Dispute Resolution (CEDR)
  - Website: <https://www.cedr.com>

These mediation bodies meet the requirements of Article 12(2) of the P2B Regulation, regarding independence, impartiality, affordability, accessibility (including remote mediation), and the ability to conduct mediation in the language of this Agreement.

The engagement in mediation does not affect the rights of either party to initiate judicial proceedings at any time.

## DATE OF THIS INFORMATION

13/08/2025

## NOTE

To the extent that any of the above points or further information obligations under the P2B Regulation are already expressly addressed in the Cooperation Agreement, Terms of Use, or other public platform documents, reference is made to such provisions.

Supplements and updates will be communicated to Provider in writing or published in the protected area of the platform.

## ANNEX 5

### Data Subject Information (Art. 13/14 GDPR) for Learning Content Providers (LCPs)

#### 1. Controller & Data Protection Officer

**Controller:**

EIT RawMaterials GmbH  
Knesebeckstr. 62  
10719 Berlin  
Germany  
Email: [contact.edu@eitrawmaterials.eu](mailto:contact.edu@eitrawmaterials.eu)

**Data Protection Officer:**

Wiemer Arndt UG (haftungsbeschränkt)  
Marienstrasse 25  
10117 Berlin  
Christian Arndt  
Email: [christian.arndt@wiemer-arndt.de](mailto:christian.arndt@wiemer-arndt.de)

#### 2. Categories of Personal Data

- Identification and contact details (name, business email, phone number)
- Professional information (role, organisational affiliation)
- Learner/instructor data (course participation, progress, assessments)
- Technical metadata (IP address, logs, authentication records)

#### 3. Purposes of Processing

- Execution and administration of the Open Call
- Contract initiation, performance and management
- Delivery, monitoring and quality assurance of training activities
- Compliance with legal and regulatory requirements
- Security, auditing and incident response

#### 4. Legal Basis

Processing is carried out pursuant to:

- Art. 6(1)(b) GDPR (performance of a contract or precontractual steps)
- Art. 6(1)(c) GDPR (legal obligations)

- Art. 6(1)(f) GDPR (legitimate interests, e.g., platform security, quality assurance)

## 5. Recipients

- EIT RawMaterials Education Department and authorised personnel
- Cornerstone platform provider acting as processor under SCCs
- Internal stakeholders involved in programme delivery

## 6. International Transfers

Data may be transferred to third countries under Standard Contractual Clauses (SCCs). Appropriate safeguards under Art. 46 GDPR are implemented.

## 7. Storage Period

Personal data of natural persons is retained for one (1) year after course completion unless statutory retention obligations require otherwise.

## 8. Technical and Organisational Measures (TOMs)

- Encryption in transit and at rest
- Multi-Factor Authentication (MFA)
- Role-based access control and logging
- Backup and disaster recovery
- Regular security audits and compliance reviews

## 9. Data Subject Rights

- Data subjects have the right to:
- Access (Art. 15)
- Rectification (Art. 16)
- Erasure (Art. 17)
- Restriction (Art. 18)
- Data portability (Art. 20)
- Objection (Art. 21)

They also have the right to lodge a complaint with a supervisory authority.

## 10. Source of Data

Data is obtained from communications, submissions during the Open Call, and use of the learning platform.

## 11. Obligation to Provide Personal Data

The provision of personal data is necessary for participation in the Open Call, administration of learning activities, and contract management. Without the required data, participation and platform usage may not be possible.

## **12. Automated Decision-Making**

No automated decision-making or profiling pursuant to Art. 22 GDPR takes place.

## **13. Provision of the DPA**

The Data Processing Agreement (DPA) will be provided as an annex to the Cooperation Agreement and made available prior to signature.

## **14. Additional GDPR-Compliant Clauses**

Processing will at all times comply with the principles of lawfulness, fairness and transparency (Art. 5 GDPR).

The controller ensures data minimisation, accuracy, storage limitation, integrity and confidentiality.

All processors act only on documented instructions of the controller (Art. 28 GDPR).