

Request for proposal:  
**Organisation of the “Startup Builder”**  
**Phase II of the EIT Jumpstarter Programme (2026–2027)**

EIT RawMaterials – Developing raw materials into a major strength for Europe

EIT RawMaterials GmbH (“Contracting Authority” or “CA”)  
Knesebeckstr. 62  
10719 Berlin  
Germany

[www.eitrawmaterials.eu](http://www.eitrawmaterials.eu)

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## 1. Overview

[EIT RawMaterials](#) is a ‘Knowledge and Innovation Communities’ (KICs) created by the [European Institute of Innovation and Technology \(EIT\)](#), aimed at promoting innovation in the raw materials sector across Europe. Established in 2015, EIT RawMaterials works to secure the sustainable supply of raw materials to the European industry by driving innovation, education, and entrepreneurship along the entire raw materials value chain.

EIT Jumpstarter is the [European Institute of Innovation and Technology’s](#) flagship pre-acceleration programme supporting early-stage innovators in transforming ideas into scalable businesses. Delivered through multiple EIT Knowledge and Innovation Communities, it combines training, mentoring, market validation and pitching opportunities across strategic sectors such as health, food, energy, manufacturing, mobility and raw materials. The programme is linked to the [EIT Regional Innovation Scheme \(RIS\)](#), which aims to strengthen innovation capacity in widening regions of Europe by increasing participation from emerging ecosystems. Since its launch in 2017, Jumpstarter has trained more than 1,500 innovators, supported over 150 start-ups and generated substantial follow-on investment, making it a strong model for entrepreneurship development and innovation-led regional growth.

In 2026, applicants can submit their ideas in one of six categories, powered and mentored by different EIT Knowledge and Innovation Communities – EIT KICs:

- Healthcare powered by [EIT Health](#)
- Food & Agritech powered by [EIT Food](#)
- Raw Materials: metals, minerals and industrial side streams powered by [EIT RawMaterials](#)
- Energy and Renewables powered by [InnoEnergy](#)
- Smart Cities and Mobility powered by [EIT Urban Mobility](#)
- additional thematic category Supporting Maltese startups and innovations powered by EIT Communities together with [Xjenza Malta](#) and dedicated for applicants from Malta.

According to the [Terms & Conditions](#), the 2026 edition of the EIT Jumpstarter programme is structured into three main phases:

- Online Bootcamps, which focus on initial training and idea validation;
- Startup Builder phase, where startups further develop their business concepts with mentoring support;
- Online Grand Demo Day, where selected startups pitch their ventures to a jury and compete for final awards.

In this context, on behalf of the EIT Community and the EIT Cross-KIC Regional Innovation & Internationalisation Cluster (RI&I), EIT RawMaterials GmbH aims to conclude a single contract for the organisation of the “Startup Builder” phase of the EIT Jumpstarter programme for the period 2026-2027, with the possibility of a one-year extension. The specifications of this RfP will form an integral part of the contract. Non-compliance during the implementation phase may lead to early termination by EIT RawMaterials.

## 2. Objective & Scope of work

### 2.1. General Objectives

The contractor shall design, organize and deliver the EIT Jumpstarter Phase II “Startup Builder Training”

during the Q3 of the 2026–2027 implementation period<sup>1</sup>. The activity shall support up to eighty-two (82) <sup>2</sup>selected early-stage startups from the RIS countries in further developing and validating their business assumptions, strengthening entrepreneurial and startup-building competencies, and preparing for startup incorporation. The main objective of Phase II (“Startup Builder”) is to help selected startups validate their business assumptions, strengthen entrepreneurial and presentation skills, receive expert mentoring, and at the end to develop investor-ready Business Plans. By the end of the phase, startups are expected to have already prepared business plans and committed to formally incorporate their startup and progress to the Grand Demo Day.

The Contractor shall ensure that every startup will receive equal training opportunities regardless their sector: healthcare, food & agritech, raw materials: metals, minerals and industrial side streams, energy and renewables, smart cities and mobility, Maltese startups.

## 2.2. Detailed Scope of Work

### TASK 1. ORGANIZATION AND DELIVERING IN-PERSON WORKSHOP (2026-2027)

#### Minimum requirements:

- Total duration: 16 hours (2 consecutive days);
- Format: deep-dive expert sessions and peer-to-peer workshops;
- Participation: mandatory attendance of at least one startup representative;
- Coverage: all 6 cohorts – up to 82 startups (the final number of participating startups can be different – subject to the outcomes of the Phase I “Online Bootcamps”)
- Attendance is monitored and recorded for each online session, with participation tracked per startup.

**Timeframe:** July – September 2026/2027. The exact dates will be agreed with EIT RawMaterials.

#### The contractor shall ensure:

- In cases where the Contractor does not rely on its own internal pool of trainers or experts, the Contractor shall be fully responsible for establishing and managing an appropriate recruitment, selection and quality-assurance process for engaging external experts, trainers or facilitators.
- Agenda design<sup>3</sup> supports cross-cohort learning while remaining relevant to sectorial differences;
- Adequate session formats for interaction across cohorts;
- Attendance tracking per startup.
- Well equipped venues and technical materials, as well as catering services available for all participants (up to 82 startups);
- Social media promotion following EIT Community recommendations.

**Location:** Proposals that foresee the organisation of the in-person workshop in a European Union

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<sup>1</sup> The implementation of the Startup Builder in 2028 is subject to the availability of funds. EIT RawMaterials will inform the Contractor whether the contract can be extended to 2028.

<sup>2</sup> The number of startups participating in the Startup Builder Phase in 2027 and 2028 may vary from year to year. EIT RawMaterials shall inform the Contractor of the final number of startups participating in the Startup Builder Phase no later than July of each implementation year.

<sup>3</sup> EIT RawMaterials GmbH may provide the contractor with results from Phase I (“Online Bootcamps”) to enable the contractor to create equal opportunities for all participating start-ups and to design a more effective agenda for the onsite workshop.

Member State that is eligible under the [EIT Regional Innovation Scheme \(RIS\)](#) will be considered an advantage during the evaluation process.

## TASK 2. CROSS-COHORT ONLINE LIVE WEBINARS (2026-2027)

The contractor shall design and deliver a structured series of cross-cohort live webinars addressing entrepreneurial and startup-building topics relevant to all participating startups, regardless of thematic area.

### Minimum requirements

- Total duration: minimum 18 hours of live online webinars
- Target group: all 82 startups (5 cohorts × 14 startups plus startups from Maltese cohort)
- Format: live, interactive sessions (e.g. Q&A, practical exercises, discussion)
- Group composition: mixed cohorts, enabling cross-sector learning and exchange

**Timeframe:** July – September 2026/2027. The exact dates will be agreed with EIT RawMaterials.

### The contractor shall ensure:

- All experts involved in the delivery of online trainings — whether internal or externally contracted — possess relevant and proven expertise in early-stage startup development and entrepreneurship training, and demonstrate adequate facilitation and teaching capacity.
- Attendance is monitored and recorded for each online session, with participation tracked per startup.
- All training materials used during the online sessions (e.g. presentations, templates, tools) are made available in digital format (PowerPoint, PDF etc.).
- The scheduling of online sessions enables effective participation across all cohorts and is aligned with the overall Startup Builder Training timeline described in the [Terms & Conditions](#) (Section 11).

## 2.3. Data Protection and Consent Management

In the context of the organisation and delivery of online and on-site trainings under this contract, the Contractor shall process personal data of participants in accordance with Regulation (EU) 2016/679 (GDPR).

For the purposes of training delivery activities, including online and on-site sessions, attendance monitoring, and the recording of live sessions, **the Contractor shall act as Data Controller.**

The Contractor shall be fully responsible for:

- Ensuring GDPR compliance in relation to all personal data processed during the organisation and delivery of trainings;
- Providing participants with all required information pursuant to Articles 13 and 14 GDPR;
- Obtaining and documenting valid consent from all participating startups and their representatives for the recording of online and on-site sessions, where such recordings take place;
- Ensuring that recordings are made only where the necessary consent has been duly obtained;
- Implementing appropriate technical and organisational measures to safeguard personal data.

The Contractor shall ensure that consent is obtained prior to the start of any recorded session and that

participants are clearly informed at the beginning of each session that recording is taking place.

EIT RawMaterials shall not be responsible for GDPR compliance in relation to the Contractor's training delivery activities.

## 2.4. Expected results

Upon successful implementation of Phase II – the EIT Jumpstarter Startup Builder Training – all six participating cohorts, comprising up to 82 start-ups in total, will have completed a coherent, high-quality training programme combining mandatory in-person sessions, live online trainings, and practical assignments. The programme shall cover the following indicative topic areas:

- Validation of problem–solution fit and product–market fit
- Business modelling and value proposition development
- Customer discovery and go-to-market fundamentals
- Financial fundamentals for early-stage start-ups
- Presentation and pitching skills
- Start-up setup and incorporation basics

As a result, participating startups will have tested and validated the key business assumptions established during the Online Bootcamps, strengthened their entrepreneurial, business modelling, and start-up building capabilities, and significantly improved their presentation and pitching skills. Through expert-led sessions, peer-to-peer learning, and hands-on assignments, start-ups will have applied their learning in practice and advanced toward a market-oriented venture concept.

By the end of the trainings, all startups must prepare a concise Business Plan using the provided template<sup>4</sup>, reflecting the outcomes of the training and analyses and supported by KIC-organised mentoring.

Overall, participating start-ups will demonstrate readiness and commitment to progress to the next stage of the EIT Jumpstarter programme and move towards formal company incorporation, thereby contributing to the strategic objectives and quality standards of the EIT Jumpstarter initiative.

Through its contractual services, the contractor makes a significant contribution to the startups successful completion of Phase II of the programme by end of September each year.

## 2.5. Reporting & Payments

### Reporting

#### Performance Report for Task 1 – In-Person Workshop

Upon completion of Task 1, the Contractor shall submit Performance Report including, at a minimum:

- Overview of the in-person workshop implemented, including dates and location;
- Confirmation of compliance with the minimum requirements (duration, format, cohort coverage);
- Detailed description of the training sessions delivered, including topics covered and methodologies used;
- Summary of participation and attendance, including number of participating startups and

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<sup>4</sup> Business Plan template will be provided to the Contractor before September 2026-2027

- cohorts;
- Qualitative description of learning outcomes, including knowledge and skills acquired by startups;
- Description of cross-cohort interaction and peer-to-peer learning;
- Overview of practical exercises and assignments conducted;
- Training materials, including agendas, presentations, and tools used;
- Visual documentation (photos).

### Performance Report for Task 2 – Online Live Webinars

Upon completion of Task 2, the Contractor shall submit Performance Report including, at a minimum:

- Overview of the online training programme implemented, including schedule and total duration;
- List and description of the webinars delivered, including topics and formats;
- Summary of participation and attendance per session;
- Description of interactive elements, such as Q&A sessions, discussions, and exercises;
- Overview of assignments and home works and their contribution to startup learning;
- Qualitative assessment of knowledge gained and progress made by startups;
- Training materials provided in digital format (presentations, templates, tools);
- Screenshots or recordings extracts illustrating delivery and participation.

To be eligible for payment, the Contractor is obliged to submit the corresponding Performance Reports for Task 1 and Task 2 to EIT RawMaterials GmbH following the completion of each Task but no later than September of each implementation year.

### Payment terms

Available maximum budget for the requested services is 182,840.34 EUR € (VAT excluded).

For years 2026-2027 = 121,893.56 € (VAT excluded).

Contract extension option:

For the year 2028 = 60,946.78 € (VAT excluded): *The extension, if exercised, shall cover the organisation and delivery of additional Startup Builder training activities corresponding to Task 1 (In-Person Workshop) and/or Task 2 (Cross-Cohort Online Live Webinars), as described in Section 2.2 of this RfP. Any services provided under the extension shall be delivered in accordance with the same scope, structure, and minimum requirements set out for Tasks 1 and 2, unless otherwise explicitly agreed in writing between the Parties. EIT RawMaterials GmbH shall inform the Contractor in due time of the availability of funds and of its intention to exercise the extension option. Any extension of the contract shall be subject to a formal written agreement between the Parties and shall not create any automatic entitlement for the Contractor.*

All prices and budget amounts submitted under this Request for Proposal shall be exclusive of Value Added Tax (VAT). Where the Contractor is established or has its registered office outside Germany, EIT RawMaterials GmbH intends to apply the VAT reverse charge procedure in accordance with Section 13b, paragraph (2) no. 1 and paragraph (5) of the German Value Added Tax Act (Umsatzsteuergesetz). In such cases:

- the Contractor shall issue invoices without charging VAT (with the reference to the reverse charge mechanism); and
- EIT RawMaterials GmbH shall account for and pay the applicable VAT in Germany, currently at

a rate of 19%.

The Contractor shall remain responsible for ensuring full compliance with all applicable tax and invoicing requirements.

### Payment schedule

For the <b>year 2026</b> , the fixed compensation amount is <b>60,946.78 € (VAT excluded)</b> and it will be paid as follows: <b>Advance Payment 2026:</b> 60% of the amount for 2026. <b>Final payment 2026:</b> 40%
For the <b>year 2027</b> , the fixed compensation amount is <b>60,946.78 € (VAT excluded)</b> and it will be paid as follows: <b>Advance Payment 2027:</b> 60% of the amount for 2027. <b>Final payment 2027:</b> 40%
<i>For the year 2028, the fixed compensation amount is 60,946.78 € (VAT excluded) and it will be paid as follows: Advance Payment 2028: 60% of the amount for 2028. Final payment 2028: 40%</i>

Final payments shall be made only after the successful completion of the annual activities and the approval of all Performance Reports, in accordance with Section 2.4 and the Tasks described in Section 2.2.

EIT RawMaterials GmbH shall make the payment within 30 days upon receipt of a verifiable invoice that meets the contractual requirements, including those set out in this RfP.

The payment of all related taxes and other costs (social contributions, and similar obligatory costs) is the responsibility of the applicant. Delayed or missing payments of the above obligations cannot be accepted by EIT RawMaterials GmbH and will lead to the termination of the contract.

## 3. Eligibility criteria & Proposal Process

### 3.1. Eligibility criteria

To be assessed technically and financially, applicants must meet the eligibility criteria set out in the **Tenderer's Declaration Form (Annex 1)**.

All applicants are required to submit a signed Tenderer's Declaration Form together with the following documents:

- Registration document(s) of the legal entity / extract from the state registry;
- CVs of at least three (3) core experts who will form the contractor's core project team.

Please note that the tenderer may not modify the text, it must be submitted signed as provided by EIT RawMaterials attached to this request for proposal document.

### 3.2. Submission of proposal

EVENT	DATE (Calendar dates) <sup>5</sup>
Publishing the RFP on EIT RawMaterials website	May 15th, 2026
Deadline for requesting clarification from EIT RawMaterials	May 22nd, 2026
Deadline for submitting proposals	June 7th, 2026
Interviews with potential suppliers	June 15th – 18th, 2026
Intended date of notification of award	June 22nd – 26th, 2026
Intended date of contract signature	July 06th -10th, 2026
Intended start date of the contract implementation	July 13th, 2026

The proposal shall contain:

- **Annex 1 - Tenderers' Declaration Form** (signed in DPF format);
- **Registration document(s)** of the legal entity / extract from the state registry (PDF Format);
- **CVs of at least three (3) core experts** who will form the contractor's core project team (PDF format);
- **Technical Response** to the Scope of Work described in Section 2 and Expected Results described in Section 2.3, submitted in the form of detailed agendas (PDF format) for each Task, clearly specifying for each Task and sub-activity: topics, timeline, duration (number of hours), delivery format (in-person or online), training location(s) and venue address(es) (for onsite activities), planned breaks (including coffee breaks and lunches), displaying organisation of cross-cohort participation, demonstrating how the proposed expert-led sessions, peer-to-peer learning formats and practical assignments enable startups from different cohorts to acquire practical startup-building knowledge and to develop a high-quality final Business Plan, ensuring the successful completion of Phase II of the EIT Jumpstarter 2026-2027.
- **Financial Offer:**
  - The Financial Offer may be submitted within the same document as the Technical Offer, provided it is clearly separated from the technical proposal;
  - Pricing type: tenderers shall submit their Financial Offer exclusively in the form of fixed TOTAL price offers per Task, as defined in Section 2.2 of this RfP:
    - Task 1: Organisation and Delivery of the In-Person Workshop;
    - Task 2: Cross-Cohort Online Live Webinars
  - Financial offers based on hourly rates, daily rates, retainer-based remuneration models, or other variable pricing mechanisms shall not be accepted as a basis for evaluation.
  - Prices must be presented in EUR;
  - Prices must be indicated as net amounts (VAT excluded);

<sup>5</sup> Information on the proposed schedule for the year 2027 shall be provided by the Contractor at Q1 2027, as part of the planning and coordination of the services.

- The Financial Offer must include a clear and detailed cost breakdown by the following categories:
  - Personnel costs for each core team member;
  - Other goods and services, including venue rental, catering, promotional materials, and training/work materials; services of external experts and trainers etc.

Please see the example below:

Task 1: Organisation and Delivery of the In-Person Workshop		
Cost Category	Description (incl. role or item details)	Cost (EUR, VAT excl.)
Personnel	Project Manager	€
Personnel	Trainer / Facilitator	€
Personnel	Other team members (specify)	€
Other goods & services	Venue rental	€
Other goods & services	Catering	€
Other goods & services	Training / workshop materials	€
Other goods & services	External experts / trainers	€
Other goods & services	Other (specify)	€
<b>Task 1 Total (fixed)</b>		€
Task 2: Cross Cohort Online Live Webinars		
Personnel	Project Manager	€
Personnel	Trainer / Facilitator	€
Personnel	Other team members (specify)	€
Other goods & services	Webinar platform / tools	€
Other goods & services	Training materials	€
Other goods & services	Support services	€
Other goods & services	External experts	€
Other goods & services	Other (specify)	€
<b>Task 2 Total (fixed)</b>		€
<b>TOTAL OFFER (Tasks 1 + 2)</b>		

- An indication of supplier's insurance coverage. The proposal must specify whether the supplier has taken out a company liability insurance and/or professional liability insurance including the maximum amount of coverage in Euro per event per insurance.

Proposals must be submitted via email in **English** until **June 7<sup>th</sup> 2026, 16 p.m. CET** to the following address:

**Contact name:** Ms. Tina Benda & Mr. Yevhen Kurulenko

**Email:** [tina.benda@eitrawmaterials.eu](mailto:tina.benda@eitrawmaterials.eu) ; [yevhen.kurulenko@eitrawmaterials.eu](mailto:yevhen.kurulenko@eitrawmaterials.eu)

**Subject:** Proposal EIT Jumpstarter Startup Builder

Proposals must be concise and clear. The tenderer's proposal will be incorporated into any contract that results from this procedure. Tenderers are, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counterproposals shall, if applicable, also become an integral part of any resulting contract.

The tenderer represents that the individual submitting the natural or legal entity's proposal is duly authorized to bind its entity to the proposal as submitted. The tenderer also affirms that it has read the instructions to tenderers in this rfp document and that it has the experience, skills and resources to perform, according to conditions set forth in this proposal and the tenderers' proposal.

Proposal must be submitted in proper (legibly) scanned and non-editable PDF, which is accessible without entering a password.

### 3.3. Requests for additional information or clarification

In case the tenderers need additional information or clarification, please address it to the contact below. All information requested or answered may only be made through written communication – email only. All questions should be sent prior to the deadline for requesting clarification as specified in section 3.2.

**Contact name:** Ms. Tina Benda & Mr. Yevhen Kurulenko

**Email:** [tina.benda@eitrawmaterials.eu](mailto:tina.benda@eitrawmaterials.eu) ; [yevhen.kurulenko@eitrawmaterials.eu](mailto:yevhen.kurulenko@eitrawmaterials.eu)

**Subject:** *Additional information \_ Proposal EIT Jumpstarter Startup Builder 2026-2027*

### 3.4. Validity of the proposals

Tenderers are bound by their proposals 90 days after the deadline for submitting proposals.

### 3.5. Costs for preparing proposals

No costs incurred by the tenderer in preparing and submitting the proposal are reimbursable. All such costs must be borne by the tenderer.

### 3.6. Ownership of the proposals

EIT RawMaterials retains ownership of all proposals received in this procedure. Proprietary information identified as such, which is submitted by tenderers in connection with this procurement, will be kept confidential.

The potential or actual supplier should accept that during the implementation of the contract and for four years after the completion of the contract, for the purposes of safeguarding the EU's financial interests, EIT RawMaterials may transfer the proposal and the contract of the supplier to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

### 3.7. Clarification related to the submitted proposals

After submission, proposals shall be reviewed for compliance with formal requirements as set forth in this RfP document. Where information or documentation submitted by the tenderers are or appears to be incomplete or erroneous or where specific documents are missing, EIT RawMaterials may request the tenderer concerned to submit, supplement, clarify or complete the relevant information or

documentation within an appropriate time limit. All information requested or answered may only be done through written communication – email only.

### 3.8. Negotiation about the submitted proposal

After reviewing the formal compliance of the tenders, EIT RawMaterials may negotiate the contract terms with the tenderers. In this negotiation EIT RawMaterials will request all tenderers to adjust the proposal or specific sections of the proposal within an appropriate time limit. In case of negotiations, EIT RawMaterials shall provide further information about the proceedings and timing.

### 3.9. Evaluation of proposals

Each proposal will be evaluated in accordance with the below mentioned award criteria. The award criteria will be applied in accordance with the requested services indicated in section 2 of this RfP document.

The maximum total score is 100 points, allocated between technical and financial criteria as outlined below.

#### Technical evaluation

The technical quality of the proposals shall be evaluated based on the tenderer's understanding of the assignment, the relevance and feasibility of the proposed methodology, and the capacity to deliver all required activities in line with the objectives of Phase II – "Startup Builder" (as described in Section 1.2.5 of the EIT Jumpstarter Terms and Conditions 2026).

The technical evaluation shall assess the extent to which the proposals demonstrate a coherent, well-structured, and feasible approach to the organisation and delivery of the required training activities, ensuring a high-quality learning experience for all participating start-ups across the six EIT Jumpstarter cohorts.

The **maximum score for the technical evaluation is 70 points.**

The evaluation shall be conducted separately for **Task 1 (in-person trainings)** and **Task 2 (online trainings)**. Each Task shall be awarded a maximum of **35 points** and shall be assessed based on the same evaluation criteria.

The assessment shall take into account, in particular:

- the relevance of the proposed agendas to the Phase II objectives and expected results;
- the quality, structure, and coherence of the proposed training content;
- the appropriateness and effectiveness of the proposed methodology, including the balance between expert-led sessions, peer-to-peer learning, and practical exercises;
- the effectiveness of participant engagement and interactivity methods, including suitability for cross-cohort delivery;
- the feasibility of the proposed approach, including organisational setup, scheduling, logistics, attendance management, and the tenderer's capacity to deliver the activities within the implementation period;

- the contribution of the proposed approach to the expected results of Phase II, including the development of high-quality Business Plans and the successful completion of the programme.

For Task 1, particular attention shall be given to the organisation and delivery of the mandatory two-day in-person workshop, including the feasibility of the proposed agenda, the quality of on-site delivery arrangements, and the handling of cross-cohort participation.

For Task 2, particular attention shall be given to the design and delivery of the live online training sessions, including the level of interactivity, participant engagement, scheduling feasibility within the July–September implementation period, and the provision of appropriate digital training materials supporting home assignments and Business Plan preparation.

Criteria	Description	Points
Relevance to Phase II Objectives	Alignment with Phase II objectives and role within the EIT Jumpstarter venture-building pathway, ensuring continuity from Online Bootcamps Phase and focus on validation and Business Plan development. <ul style="list-style-type: none"> <li>• 0 – Not addressed: No alignment with objectives.</li> <li>• 1 – Very poor: Very limited understanding.</li> <li>• 2 – Poor: Partial understanding with gaps.</li> <li>• 3 – Satisfactory: Adequate alignment.</li> <li>• 4 – Good: Strong alignment with minor gaps.</li> <li>• 5 – Excellent: Full alignment and integration.</li> </ul>	0 – 5
Quality, Structure and Coherence	Clear, well-structured agenda with logical progression from validation to venture development, including balanced expert input, peer learning, and realistic timing. <ul style="list-style-type: none"> <li>• 0 – No structure.</li> <li>• 1 – Very poor structure.</li> <li>• 2 – Weak coherence.</li> <li>• 3 – Acceptable structure.</li> <li>• 4 – Well structured.</li> <li>• 5 – Excellent structure and flow.</li> </ul>	0 – 5
Methodological Approach & Practical Learning	Use of relevant startup methodologies (e.g. business modelling, customer discovery, validation) with strong focus on practical application and Business Plan preparation. <ul style="list-style-type: none"> <li>• 0 – No methodology.</li> <li>• 1 – Inappropriate.</li> <li>• 2 – Weak and generic.</li> <li>• 3 – Adequate.</li> <li>• 4 – Strong.</li> <li>• 5 – Excellent and highly practical.</li> </ul>	0 – 5
Engagement and Cross-Cohort Learning	Effective interactive formats enabling active participation and structured peer learning across all six cohorts. <ul style="list-style-type: none"> <li>• 0 – No engagement.</li> <li>• 1 – Very weak.</li> <li>• 2 – Limited interaction.</li> <li>• 3 – Acceptable.</li> <li>• 4 – Strong engagement.</li> </ul>	0 – 5

	<ul style="list-style-type: none"> <li>• 5 – Excellent engagement.</li> </ul>	
Feasibility and Operational Planning	<p>Realistic planning and organisation, including cross-cohort coordination, attendance management and capacity to deliver within the implementation period.</p> <ul style="list-style-type: none"> <li>• 0 – No planning.</li> <li>• 1 – Unrealistic.</li> <li>• 2 – Weak.</li> <li>• 3 – Feasible.</li> <li>• 4 – Strong planning.</li> <li>• 5 – Excellent planning. Task 1 only: in-person workshop in RIS-eligible EU Member State considered particularly strong.</li> </ul>	0 – 5
Contribution to Expected Results	<p>Clear contribution to validated assumptions, strengthened startup capabilities, and delivery of high-quality Business Plans demonstrating readiness for next programme stage.</p> <ul style="list-style-type: none"> <li>• 0 – No contribution.</li> <li>• 1 – Minimal.</li> <li>• 2 – Weak.</li> <li>• 3 – Adequate.</li> <li>• 4 – Strong.</li> <li>• 5 – Excellent contribution.</li> </ul>	0 – 5
Expertise and Relevance of Proposed Trainers	<p>Relevance and level of expertise of the proposed trainers in key startup development areas (e.g. business modelling, customer discovery, internationalisation, legal and financial fundamentals), and their alignment with the topics and activities proposed under both Tasks.</p> <ul style="list-style-type: none"> <li>• 0 – No expertise.</li> <li>• 1 – Very limited.</li> <li>• 2 – Limited.</li> <li>• 3 – Adequate.</li> <li>• 4 – Strong.</li> <li>• 5 – Excellent expertise.</li> </ul>	0 - 5

### Financial evaluation

The financial evaluation shall assess the **fixed prices offered per Task** for the services described in Section 2.2 of this Request for Proposal.

Only fixed-price offers per Task, submitted in accordance with Section 3.2 of this RfP, shall be taken into account for the financial evaluation. Financial offers based on hourly rates, daily rates, retainer-based remuneration models, or other variable pricing mechanisms shall not be accepted as a basis for evaluation.

The **maximum financial score is 30 points** and shall be allocated as follows:

- Task 1 – Organisation and Delivery of the In-Person Workshop: 15 points (50% of the financial score)
- Task 2 – Organisation and Delivery of the Online Live Webinars: 15 points (50% of the financial score)

The financial score of each tenderer will be calculated using a linear proportional formula, ensuring full

transparency and equal treatment:

$$\text{Financial score of tenderer X per Task} = \left( \frac{\text{Lowest offered price}}{\text{Price of tenderer X}} \right) \times 15$$

Where:

- the lowest offered price receives the maximum financial score of 15 points for each Task, and
- other offers receive a proportionally lower score depending on their price.

Please see the example below:

Task 1 – Organisation and Delivery of the In-Person Workshop (max. 15 points)

Tenderer	Fixed price offered for Task 1 (EUR)	Score
Tenderer A (lowest price)	40,000 EUR	15 points
Tenderer B (second-lowest price)	50,000 EUR	$(40,000 \div 50,000) \times 15 = 12$ points
Tenderer C	60,000 EUR	$(40,000 \div 60,000) \times 15 = 10$ points

Task 2 – Cross-Cohort Online Live Webinars (max. 15 points)

Tenderer	Fixed price offered for Task 2 (EUR)	Score
Tenderer A (lowest price)	30,000 EUR	15 points
Tenderer B (second-lowest price)	37,500 EUR	$(30,000 \div 37,500) \times 15 = 12$ points
Tenderer C	50,000 EUR	$(30,000 \div 50,000) \times 15 = 9$ points

**Note:** *The prices used in the above financial evaluation examples are provided for illustrative purposes only, in order to clarify the application of the scoring methodology. They are not indicative of, nor related to, the maximum budget available for the services described in Section 2.2 of this RfP.*

Cost breakdowns provided within the Financial Offer are required for transparency and verification purposes only and shall not influence the financial scoring, which is based solely on the fixed prices offered per Task.

### 3.10. Signature of contract

The successful and unsuccessful tenderers will be informed in writing (via email) about the result of the procedure.

For the contract the Service Agreement (Annex 2) shall apply. Any substantial change desired by the tenderer in the provisions of this Service Agreement must be communicated to EIT RawMaterials before the end of the submission deadline. Significant changes are likely to lengthen the tender procedure, making it less likely that the Service Agreement can be signed in time.

The signing of the Service Agreement after the award of the contract is for declaratory and documentation purposes only.

### 3.11. Appeals/complaints

Tenderers believing that they have been harmed by an error or irregularity during the tender procedure may file a complaint. Appeals should be addressed to EIT RawMaterials. EIT RawMaterials is only able to address complaints before the contract is awarded to the successful tenderer.

### 3.12. Cancellation of the procedure

EIT RawMaterials reserves the right to suspend or cancel the procedure, where the procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the contract, EIT RawMaterials may refrain from concluding the contract.

In the event of cancellation of the procedure, EIT RawMaterials will notify the tenderers of the cancellation. In no event shall EIT RawMaterials be liable for whatsoever, including, without limitation, damages for loss of profits, in any way connected to the cancellation of the procedure.

### 3.13. Ethics clauses / Corruptive practices

The supplier shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). He should inform EIT RawMaterials immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

Furthermore, the supplier acknowledges and accepts the Code of Conduct of EIT RawMaterials which can be downloaded via [www.eitrawmaterials.eu](http://www.eitrawmaterials.eu)

## Annex 1: Tenderers' Declaration form

EIT RawMaterials GmbH, Knesebeckstr. 62, 10719 Berlin, Germany

Day Month Year

### ANNEX 3: TENDERERS' DECLARATION FORM

Subject: Organisation of "Startup Builder" Phase II of the EIT Jumpstarter 2026-2027

Dear Sir/Madam,

In response to your letter of invitation for the above contract we,

[Name(s) of legal entity or entities] \_\_\_\_\_,

hereby declare that we:

- are submitting this tender for this contract. We confirm that we are not participating in any other tender for the same contract in any form (as a member / leader in a consortium or as an individual candidate);
- we confirm that we are **not** / are in any of the situations listed below and we acknowledge that we should be excluded from participation from this procedure if our firm:
  - a) is bankrupt, subject to insolvency or winding-up procedures, where our assets are being administered by a liquidator or by a court, where we are in an arrangement with creditors, where our business activities are suspended, or where we are in any analogous situation arising from a similar procedure provided for under national laws or regulations;
  - b) has been established by a final judgment that the economic operator is guilty of any of the following: fraud; corruption; participation in a criminal organisation; money laundering or terrorist financing; terrorist-related offences or offences linked to terrorist activities; child labour or other forms of trafficking in human beings;
- we also confirm that we shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). We will inform EIT RawMaterials immediately if there is any change in the above circumstances at any stage during the implementation of the tasks;
- we accept that during the implementation of the contract and for four years after the completion of the contract, the supplier must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ('confidential information').
- we accept that during the implementation of the contract and for four years after the completion of the contract, EIT RawMaterials has the right for the purposes of safeguarding the EU's financial interests, to transfer the proposal and the contract of the supplier to internal audit services, EIT, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office ('safeguarding the EU's financial interests').

We understand that if the information provided is proved false, the award may be considered null and void.

Date of signing: \_\_\_\_\_

Name and position of authorised representative: \_\_\_\_\_

Signature of authorised representative: \_\_\_\_\_

EIT RawMaterials GmbH  
Knesebeckstr. 62  
10719 Berlin  
Germany

Contact  
info@eitrawmaterials.eu  
www.eitrawmaterials.eu

Bank details  
Commerzbank Berlin  
IBAN:  
DE1100400000193505500  
BIC: COBADEFFXXX

Commercial Register  
AG Charlottenburg  
HRB 168389 B  
Finanzamt für Körperschaften  
II  
VAT: DE301692026

Managing Directors  
Bernd Schäfer  
Andreas Klossek

Annex 2: Service Agreement template

# Service Agreement

Organisation of the “Startup Builder” Phase II of the EIT  
Jumpstarter Programme (2026–2027)

This Service Agreement (“Agreement”) is made between:

1. EIT RawMaterials GmbH having its registered place of business at Knesebeckstr. 62, 10719 Berlin, Germany (“the client” or “contracting entity”);

and

2. [Full name service provider], a [legal form] under [country] law, having its registered place of business at [address, zipcode, country], [VAT number service provider] (“contractor”);

“The client” and “the contractor” hereinafter referred to each a “Party” and collectively the “Parties”.

## PREAMBULE

- A. The client’s funding originates, amongst others, from the European Institute of Innovation & Technology (“EIT”), which is a body of the European Union (“EU”). With this funding the client promotes innovation, entrepreneurship and education in the raw [and advanced] materials sector.
- B. As the client uses public money, certain (additional) obligations towards the EIT and other EU bodies need to be complied with. The client also has to impose some of these obligations on external partners, such as the contractor.
- C. As the client uses public money, the services as specified in Article 2.1 of this Agreement (“the services”) have been subject of a tender procedure to select the contractor. The contractor participated and submitted an offer, on the basis of which the client selected the contractor to provide the services.
- D. The client wishes to enter into this Agreement with the contractor as contractual basis for the provision of services as described herein.
- E. The contractor wishes to provide the services as described in this Agreement to the client and confirms to have all capabilities to do so.
- F. This Agreement describes the terms and conditions that apply to the provision of the services.

## Article 1 - General

- 1.1. The parties agree on a cooperative and agile work approach. The parties have therefore agreed on the appointment of specific contact persons (‘Contact Person’) and its substitutes who are knowledgeable about the project. These are the following:
  - 1.1.1. EIT RawMaterials contact:  
Contact Person: [name, phone, e-mail]  
Substitute: [name, phone, e-mail]
  - 1.1.2. Contractor’s contact:  
Contact Person: [name, phone, e-mail]  
Substitute: [name, phone, e-mail]
- 1.2. The contractor is not entitled to a specific volume of services under this Agreement.

## Article 2 - Performance of Services, Subcontracting

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

Services	Deliverables	Deadline

- 2.2. The contractor accepts this assignment to perform the services. In doing so, the contractor shall be fully responsible for the correct performance of the services. The contractor 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.
- 2.3. The contractor shall provide all services under this Agreement independently and shall control the necessary processes under its own responsibility. Neither the contractor nor its personnel are subject to the instructions of the client in the performance of their contractual obligations. The operational interests of the client must be taken into account. The personnel designated for the services are not bound by any time or place constraints when providing the contractual services. The person can determine his or her own working hours and place of work. However, project-related specifications of the client regarding the time and place of performance are to be taken into account as well as technical specifications, insofar as these are necessary for the proper performance of the contractual services and specified in the regular planning meetings.
- 2.4. The contractor 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 proposal. If the contractor wishes to involve other personnel, the contractor must request permission to do so beforehand.
- 2.5. Regardless of specific work results or deliverables as laid out in this Agreement and its Annexes, the contractor shall report on the services upon request by the client. The client may request additional documentation as we reasonably seem fit to evaluate the completion of the contractual obligations.
- 2.6. Insofar as the contractor is to deliver concrete work results, these work results are subject to acceptance by the client. For this purpose, the client shall determine an appropriate 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 the client. If and insofar as the review reveals that services do not meet contractual requirements, the client shall notify the contractor of this in text form. The contractor shall ensure that the work is re-delivered in accordance with the Agreement without delay, at the latest within a reasonable period to be determined by the client and shall then make the work results available to the client again for acceptance.
- 2.7. Subcontracting by the contractor is only possible with the prior written consent by the client and with no additional costs incurring for the client. In the case of subcontractors named in the contractor's offer, approval shall be deemed to have been given upon conclusion of this contract. Subcontracting is only admissible if the respective subcontractor has fully assumed the obligations arising from this Agreement for the parts of the service assigned to it. The contractor shall remain fully responsible for subcontracted parts of the services.

### Article 3 - Remuneration, invoices and payment

- 3.1. Services under this Agreement shall be remunerated as follows:

<b>Fee</b>
------------

[fees]
--------

<b>Company bank details</b> (EIT RawMaterials GmbH should be informed when the bank details provided below have changed)
--

[bank details]
----------------

The beforementioned fee includes 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.

The beforementioned fee does / does not include costs incurred with suppliers and other third parties' services in relation to [the project] ('third-party costs'). These costs are specified in Annex [...]. It is the contractor's responsibility to close necessary contracts with suppliers and manage costs related thereto as integral part of its services under this Agreement.

3.2. The parties agree on a payment schedule as follows:

- [not applicable]

3.3. If the contractor has its registered office outside of Germany, the reverse charge procedure shall apply (c.f. section 13b paragraph (2) no. 1 and paragraph (5) of the German Value Added Tax Act – Umsatzsteuergesetz).

3.4. The contractor will issue invoices meeting all legal requirements, in particular sections 14, 14a of the German VAT-Act (Umsatzsteuergesetz), for properly delivered services including services provided by suppliers and other third-parties. Invoices are payable within 30 days of receipt of the invoice by the client. Invoices must include a verifiable, detailed description of services rendered with the respective dates, names of the involved personnel as well as invoices issued by suppliers and other third-parties.

3.5. If and insofar as the contractor does not (properly) fulfil its obligations under this Agreement, the client may suspend payment. The client may offset its own claims against the contractor's remuneration claims.

#### Article 4 - Taxes & indemnification

4.1. The fees mentioned in Article 3.1 are exclusive of value added tax (VAT) or similar taxes.

4.2. The contractor performs the services as an independent contractor. This Agreement does not create a partnership, joint venture or employment relationship between the parties of this Agreement.

4.3. The contractor 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.

4.4. For the term of this Agreement, the contractor will keep the client 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.
- 4.5 In the event that the client 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 contractor will indemnify the client in full in respect thereof and the client will be entitled to implead the contractor 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 contractor 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 contractor undertakes to indemnify the client against any loss incurred in connection with the above. In addition to any amounts paid by the client, 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).
- 4.6 If the client has complied with the financial obligations in relation to this Article 4 directly towards the competent Tax and Customs Administration and/or the (sectoral) pension fund or scheme (if any) itself, the client will be authorised to recover from the contractor the amounts involved, either by setting them off against any amounts the client is obliged to pay under this Agreement or by other means. This applies likewise to other financial obligations complied with by the client 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 5 - Intellectual property

- 5.1. 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.
- 5.2. The client becomes the owner of any newly created IP in the services, work results and deliverables under this Agreement. The contractor hereby assigns to the client, and the client hereby accepts such assignment, all right, title, and interest in the services, work results and deliverables under this Agreement, to the maximum extent permitted by applicable law.
- 5.3. The client remains the owner of any items the client provided the contractor with, and the clients grants the contractor a limited license to use such items solely to perform the services under this Agreement.
- 5.4. The contractor remains the owner of any IP that the contractor already owned or controlled before the start of the performance of the services (“**Background IP**”). The contractor grants a non-exclusive, royalty-free and fully paid-up, worldwide, irrevocable and perpetual license to the client under such Background IP, if and to the extent the client needs it for its free use (including the sale or any other activities for our business purposes) of the deliverables under this Agreement, with the right to sublicense.
- 5.5. The contractor may not make any public reference to the client, whether in press releases, advertisements, or otherwise, without the client’s prior written consent. The same applies for to the client.
- 5.6. The client shall indemnify and hold the client harmless from any third-party claim alleging that the services, work results and/or deliverables under this Agreement, as provided by the contractor and used by the client, infringe or misappropriate such third party’s intellectual property rights. If the client 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 contractor must fully compensate such costs and/or damages to the client.

- 5.7. If the client's use of the services, work results and/or deliverables is frustrated (for instance because they infringe the rights of a third party) the contractor must either, at its own cost: (i) procure for the client or the client's users the right to continue using the services; or (ii) replace or modify the services with functional, non-infringing equivalents. If the contractor cannot ensure continuation of the services through either of the above options within a reasonable time frame, the client may terminate the Agreement. If the client terminates this Agreement, the contractor must reimburse the price the client paid for the relevant services. Such reimbursement is in addition to the contractor's compensation obligation under Article 5.6.

## Article 6 - Confidentiality

- 6.1. For the purpose of this Agreement "**Confidential Information**" means information, such as but not limited to commercial and/or technical information, which is disclosed to the contractor by the client (either directly or indirectly) in connection with the performance of this Agreement, which can reasonably be deemed to be of a confidential or proprietary nature (including, but not limited to, any information specifically marked as such).
- 6.2. The contractor may not:
- (i) use the Confidential Information for other purposes than in connection with (its performance and the client's use) of the services; and
  - (ii) disclose the Confidential Information to any third party, except to employees, external advisers and subcontractors who (A) have a legitimate "need to know", and (B) are under the same, or stricter confidentiality obligations as apply under this Agreement.
- 6.3. The obligation as mentioned in Article 6.2 does not apply to information which is or becomes public knowledge without a violation of confidentiality obligations.
- 6.4. The contractor must immediately return to the client all property that the client has made available to the contractor if the client requests the contractors to do so.
- 6.5. If the client incurs costs (including reasonable attorney's fees) and/or suffer damages as a result of a violation of the confidentiality obligations by the contractor, the contractor must fully compensate such costs and/or damages to the client.
- 6.6 Any breach of the provisions of this Article 6 will result in the contractor being liable to pay to the client an immediately due and payable penalty of € 25,000 per breach, plus € 500 for every day (or part of a day) that the breach continues, without a demand, notice of default or judicial intervention being required and without prejudice to the client's right to claim full compensation for any damage/loss and to demand performance.

## Article 7 - Personal Data

- 7.1. 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.

- 7.2. If the contractor processes Personal Data in performing the services, the contractor must:
- comply with all applicable privacy and data protection laws;
  - Process the Personal Data only (i) for or on the client's behalf (ii) in accordance with the client's instructions and this Agreement (iii) as far as needed for the services;
  - maintain the security, confidentiality, integrity and availability of the Personal Data;
  - implement and maintain appropriate technical, physical, organizational and administrative security measures to protect the Personal Data against loss and/or unauthorized access;
  - promptly inform the client of any actual or suspected security incident involving such Personal Data; and
  - securely erase or destroy the Personal Data upon termination of the Agreement or at the client's request.
- 7.3. If the client incurs costs (including reasonable attorney's fees) and/or suffer damages as a result of a breach of this Article 6 by the contractor, the contractor must fully compensate such costs and/or damages to the client.

## Article 8 - Liability

- 8.1. The contractor must take out and maintain sufficient insurance to cover liability arising out of or in connection with this Agreement.
- 8.2. You are liable pursuant to statutory legal provisions. Subject to the terms of this Agreement, the contractor's liability under or in connection with this Agreement is capped at the amount of [...].
- 8.3. The client's liability under or in connection with this Agreement is capped at the total amount due to the contractor by the client on completion of the Services, less the amount already paid to the contractor.
- 8.4. The limitations of liability mentioned in Articles 8.2 and 8.3 above do not apply:
- in case of gross negligence or willful misconduct;
  - in case of injury to life or health;
  - for liability arising out of Articles 4, 5.6, 5.7, 6.5, 6.6 and/or 7.3 above;
  - indemnification obligations for third party claims; and/or
  - any events or circumstances for which liability cannot be excluded or limited under applicable law.

## Article 9 - Termination

- 9.1. This Agreement shall enter into force with receipt of the award notice. This Agreement ends on 31 December 2027 without the need for notice.
- 9.2. This Agreement may not be terminated by the parties before the date specified in Article 9.1, unless the specific grounds for termination set out in Article 9.3 and/or Article 9.4 apply.
- 9.3. The client may fully or partially terminate this Agreement with immediate effect by giving the contractor notice at any time, if:
- the contractor breaches an obligation under this Agreement and, if the breach is capable of remedy, the contractor fails to remedy the breach within 30 days after the client requests remedy;
  - the contractor breaches an obligation under this Agreement which is incapable of remedy;
  - the contractor does not provide the client with adequate assurance that the contractor can fulfill its obligations under this Agreement in a timely fashion after the clients requests remedy;
  - or
  - [intentionally left blank].
  - 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.
- 9.4. The contractor may fully or partially terminate this Agreement with immediate effect by giving the client notice at any time, if:
- a. the client breaches an obligation under this Agreement, and, if the breach is capable of remedy, the client fails to remedy the breach within 30 days after the contractor requests remedy or
  - b. the client breaches an obligation under this Agreement which is incapable of remedy.
- 9.5. Following termination, all rights and obligations that are intended to survive termination (such as Articles 5 to 10 inclusive) shall continue to apply.

#### **Article 9 - Compliance, Safeguarding of EU's financial interest and conflict of interest**

- 9.1. The contractor understands and agrees that the client 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 and tender materials) in order to meet its obligations towards such bodies. The client 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.
- 9.2. The contractor 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 contractor must inform the client immediately if there is a change in circumstances which leads or may lead to a conflict of interest.
- 9.3. The contractor shall at all times comply with all applicable laws and regulations related to or in connection with the execution of and performance under this Agreement.

#### **Article 10 - Various**

- 10.1. Notices in relation to this Agreement must be given in writing unless agreed otherwise in this Agreement (simple electronic signature sufficient).
- 10.2. If the contractor cannot perform an obligation under this Agreement because of *force majeure* (meaning: unforeseeable reasons beyond the contractor's reasonable control), the contractor must notify the client. Following notification, only the performance of such obligation(s) is suspended during the force majeure. The client 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 contractor or force majeure events at third parties contracted by the contractor, financial problems, and/or lack of the necessary licenses, permits or authorisations needed for the Services do not qualify as force majeure.
- 10.3. If any provision of this Agreement is invalid or unenforceable in whole or in part, or if any provision has been inadvertently omitted from this Agreement, the validity of the remaining provisions of this Agreement shall remain unaffected thereby. Any invalid or unenforceable provision shall be replaced by the Parties acting 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 this Agreement a provision which, given the intent and purpose of this Agreement as a whole, they would have agreed upon, had they considered the matter at the time this Agreement was executed.

- 10.4. This is the entire Agreement between the Parties regarding the subject matter of this Agreement. Oral agreements or additional general terms and conditions do not apply. The constituent parts of this Agreement are, in the following subsequent order:
- this Agreement (main body),
  - the Request for Proposal,
  - the Price List as part of the contractor's offer,
  - the contractor's technical offer,
  - the General Terms and Conditions of Contract for Services (VOL/B), 2003 version,
- 10.5. Any modifications of or amendments to this Agreement, including any waiver of this written-form requirement, shall be invalid unless executed in writing and duly signed by all Parties (simple electronic signature sufficient).
- 10.6. The contractor may not transfer or pledge (part of) this Agreement without the client's prior written consent. The client shall not withhold such consent unreasonably. The client may transfer this Agreement to any of its affiliates within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG). Any transfer of this Agreement must be made in writing (simple electronic signature sufficient).
- 10.7. 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.
- 10.8. This Agreement shall be governed in all respects by and construed in accordance with the laws of Germany, excluding its conflict of law principles.
- 10.9. The United Nations Convention on the International Sale of Goods does not apply.
- 10.10. The Parties expressly and irrevocably consent to the exclusive jurisdiction of and venue in the courts of Berlin, Germany for any matter arising out of or relating to this Agreement.

Signed in two copies (simple electronic signature sufficient) by:

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**EIT RawMaterials GmbH**

By: Bernd Schäfer

Function: Managing Director / CEO

On:

Place:

---

[Contractor]

By: [name representative]

Function:

On:

Place:

---

**EIT RawMaterials GmbH**

By: Dr. Andreas Klossek

Function: Managing Director / COO

On:

Place: