Framework service agreement

Professional Writing Services

EIT RawMaterials GmbH
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IBAN: DE11100400000193505500, BIC: COBADEFFXXX

This framework service agreement (“Agreement”) is made between:

1. EIT RawMaterials GmbH having its registered place of business at Knesebeckstr. 62, 10719 Berlin, Germany (“**we**” or “**us**”);

and

2. XY, a XY under XY law, having its registered place of business at XY , Tax Number (“**you**”), you and us individually a “party” and collectively the “parties”.

WHY DO WE ENTER INTO THIS AGREEMENT WITH YOU?

A. Our funds come, amongst others, from the European Institute of Innovation & Technology (“**EIT**”), which is a body of the European Union (“**EU**”). With these funds we promote innovation, entrepreneurship and education in the raw [and advanced] materials sector.
B. As we use public money, we need to comply with certain (additional) obligations towards the EIT and other EU bodies. We also have to impose some of these obligations on external parties, such as you.
C. As we use public money, we launched a tender procedure to select an external party to provide us with certain services. These services are specified in Article 1.1. You participated and made us an offer, on the basis of which we selected you to provide the services; and
D. This Agreement describes the terms and conditions that apply when you provide the services.

WHAT HAVE WE AGREED?

Article 1 - Performance of the Services, subcontracting

1.1. You must perform the writing services and provide the work results and deliverables specified in this Agreement and in individual assignments issued by us.
1.2. The services covered by this Agreement are divided into the following specialist profiles:

Lot / Profile	Purpose	Typical services
Lot 1 – Commercial Copywriter	Persuasive, audience-focused communication supporting marketing and campaigns.	Campaign copy; website and landing-page copy; marketing materials; event and campaign messaging; thought-leadership copy; audience-focused corporate content.
Lot 2 – Social Media & Editorial Writer	Journalistic, editorial and social-media content supporting visibility, media relations and stakeholder engagement.	Press releases; LinkedIn and other social-media content; articles; interviews; executive/editorial content; event-related editorial

		content; proofreading and editing.

1.3. Individual assignments will be commissioned by EIT RawMaterials on an as-needed basis. Each assignment may specify the subject matter, target audience, purpose, format, required deliverability, deadline, estimated or authorised number of hours, contact person and any specific instructions. For each assignment, the terms and conditions of this Agreement apply, unless stated otherwise in the respective assignment. This Agreement is a framework arrangement and does not oblige us to commission any minimum individual assignments.

1.4. You accept the individual assignments commissioned by us to perform the services. In doing so, you assume full responsibility for properly performing the services. You must perform the services with due skill, speed, and care, at the level generally required of well-reputed service providers performing the same or similar services.

1.5. You will plan your work independently. You will perform the services at your own discretion, without being supervised or managed by us. We may give directions and instructions regarding the deliverables of the services. You are free to organize how you provide the services as long as the services meet the requirements set in this Agreement.

1.6. You must use personnel who possess the qualifications and experience necessary for the proper performance of the services. If you mentioned specific personnel in your offer, we assume those personnel will perform the services. If you want to involve other personnel, you must ask us for our agreement first.

1.7. You must report to us how you progress in the performance of the services if we ask you to do so. We may ask you to report in a specific format.

1.8. We can accept or reject the services that you provide to us. If we do not reject services within 60 days after delivery, you shall send us a reminder to revert to you (e-mail sufficient). Deemed acceptance is expressly excluded.

- If we reject (part of) a service because it does not meet what we agreed and it is possible for you to re-perform the rejected (part of the) service properly, you must do so promptly and without additional costs for us.
- If we reject (part of) a services and it is not possible for you to re-perform properly, that (part of a) services is rescinded. We then also will not pay you for that (part of a) services and reserve the right to claim from you any damages and additional costs to have the services to be performed otherwise.

1.9. If you want to subcontract (part of) the services to another party, you will have to ask us first. If we agree to such subcontracting, you must ensure that your subcontractor is bound by similar obligations towards you as you are towards us under this Agreement. You remain fully responsible to us for the subcontracted part of the services. We shall not have a direct contractual relationship with the subcontractor.

1.10. Inclusion in the framework does not guarantee any assignments, minimum number of hours, minimum expenditure or exclusivity. EIT RawMaterials may decide whether and when to commission assignments based on its requirements.

Article 2 - Compensation, invoices and payment

You will be compensated exclusively based on the hourly rate submitted in your tender and accepted by EIT RawMaterials.

Freelancers bank details (EIT RawMaterials GmbH should be informed when the bank details provided below have changed)
Bank: BIC/SWIFT: IBAN:

2.1. The hourly rate is fixed for the duration of the Agreement, including any extension period, unless the Agreement expressly provides otherwise.

2.2. We only pay these fees if you provide us with an invoice that mentions at least the following:

a) your name and address;
b) your VAT identification number;
c) our name and address;
d) our VAT identification number;
e) the invoice number;
f) the invoice date;
g) the date on which the services were provided or if applicable the time frame during which the services were provided
h) a brief description of the nature and type of services supplied;
i) A detailed proof of work;

The following data for every applicable VAT tariff or exemption:

a) the price per piece or unit, including VAT;
b) any reductions that are not included in the price;
c) the VAT tariff that has been applied;
d) the cost (the price excluding VAT);
e) in case of advance payment, the date of payment; and the amount of VAT.

2.3. We pay invoices that meet the above criteria within 30 days following receipt.

2.4. However, if you do not (properly) fulfil your obligations under this Agreement, we may suspend payment. If we do, we will notify you.

2.5. We also may set-off amounts that we owe you under this Agreement with amounts that you owe us under this Agreement or another agreement we have with you.

2.6. If, regardless of the reason thereof, you are unable to perform the services, you will not be entitled to the fees.

Article 3 - Taxes & indemnification

3.1. The fees are exclusive of value added tax (VAT) or similar taxes, unless applicable law requires otherwise.

3.2. You perform the services as an independent contractor. This Agreement does not create a partnership, joint venture or employment relationship between you and us.

3.3. You guarantee vis-à-vis us that you meet your statutory obligations of (a) filing correct tax returns; (b) timely and fully paying the taxes, premiums etc. owed to the competent Tax and Customs Administration; and, (c) if applicable, timely and fully paying pension premiums to the appropriate pension fund or other pension scheme (insofar as this is relevant), in connection with services.

3.4. For the term of this Agreement, you will keep us informed (in writing, or otherwise) of any (changes to the) actual circumstances that result, or may result, in the relationship between you and us, as a result of which this Agreement should no longer be classified as a service agreement from a tax and/or employment-law point of view, but instead it should be classified as a (fictitious) agreement of employment.

3.5 In the event that we are 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 contract, you will indemnify us in full in respect thereof and we will be entitled to implead you 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. You undertake 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. You undertake to indemnify us against any loss incurred in connection with the above. In addition to any amounts paid by us, this includes (but is not limited to) expenses incurred (including the costs of legal support) and any interest missed in the meantime (on the total loss).

3.6 If we have complied with the financial obligations in relation to this Article 3 directly towards the competent Tax and Customs Administration and/or the (sectoral) pension fund or scheme (if any) itself, we will be authorized to recover from you the amounts involved, either by setting them off against any amounts we owe you pursuant to this Agreement or by other means. This applies likewise to other financial obligations complied with by us arising out of and/or in connection with the reclassification of the employment relationship between you and us insofar as this is not barred by any provisions of mandatory law.

Article 4 - Intellectual property

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

4.2. We become the owner of any newly created IP in the services, work results and deliverables under this Agreement. You hereby assign to us, and we hereby accept 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

4.3. We remain the owner of any item we, or someone else on our behalf, provided you with, and we grant you a limited license to use such items solely to perform the services under this Agreement.

4.4. You remain the owner of any IP that you already owned or controlled before the start of the performance of the services ("**Background IP**"). You grant us a non-exclusive, royalty-free and fully paid-up, worldwide, irrevocable and perpetual license under such Background IP, if and to the extent we need it for our free use (including the sale or any other activities for our business purposes) of the deliverables under this Agreement, with the right to sublicense.

4.5. You may not make any public reference to us, whether in press releases, advertisements, or otherwise, without our prior written consent. The same applies to us.

4.6. You shall indemnify and hold us harmless from any third-party claim alleging that the services, work results and/or deliverables under this Agreement, as provided by you and used by us, infringe or misappropriate such third party's intellectual property rights. If we incur costs (including reasonable attorney's fees) and/or suffer damages as a result of claims by third parties that the services infringe their IP, you must fully compensate such costs and/or damages to us.

4.7. If our use of the services, work results and/or deliverables is frustrated (for instance because they infringe the rights of a third party) you must either, at your own cost: (i) procure for us or our users the right to continue using the services; or (ii) replace or modify the services with functional, non-infringing equivalents. If you cannot ensure continuation of the services through either of the above options within a reasonable time frame, we may terminate the Agreement. If we terminate, you must reimburse the price we paid for the relevant services. Such reimbursement is in addition to your compensation obligation under Article 4.6.

Article 5 - Confidentiality

5.1. 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 you by us (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).

5.2. You may not:
(i) use the Confidential Information for other purposes than in connection with (your performance and our 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.

5.3. The obligation as mentioned in Article 5.2 does not apply to information which is or becomes public knowledge without a violation of confidentiality obligations.

5.4. You must immediately return to us all property that we have made available to you if we ask you to do so.

5.5. If we incur costs (including reasonable attorney's fees) and/or suffer damages as a result of a violation of the confidentiality obligations by you, you must fully compensate such costs and/or damages to us.

5.6 Any breach of the provisions of this Article 5 will result in you being liable to pay to us an immediately due and payable penalty of EUR 25.000 per breach, plus EUR 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 our right to claim full compensation for any damage/loss and to demand performance.

Article 6 - Personal Data

6.1. 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) organization, 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.

6.2. If you Process Personal Data in performing the services, you must:
a. comply with all applicable privacy and data protection laws;
b. Process the Personal Data only (i) for or on our behalf (ii) in accordance with our instructions and this Agreement (iii) as far as needed for the services;
c. maintain the security, confidentiality, integrity and availability of the Personal Data;
d. implement and maintain appropriate technical, physical, organizational and administrative security measures to protect the Personal Data against loss and/or unauthorized access;
e. promptly inform us of any actual or suspected security incident involving such Personal Data; and
f. securely erase or destroy the Personal Data upon termination of the Agreement or at our request.

6.3. If we incur costs (including reasonable attorney's fees) and/or suffer damages as a result of a breach of this Article 6 by you, you must fully compensate such costs and/or damages to us.

Article 7 – Artificial intelligence, originality and editorial standards

7.1. You remain fully responsible for the accuracy, originality, legality, quality and suitability of all deliverables, irrespective of the tools used to produce them.

7.2. You must not submit AI-generated or AI-assisted content as original human-authored work where this would be inconsistent with the assignment or our instructions.

7.3. You must disclose to us, upon request, any material use of generative AI or automated tools in preparing a deliverable.

7.4. You must not input EIT RawMaterials' Confidential Information, unpublished material, personal data or other protected information into publicly accessible generative AI systems or other third-party tools unless expressly authorised by us in writing.

7.5. You must fact-check AI-assisted or externally sourced content and ensure that the final deliverable meets EIT RawMaterials' editorial, factual, legal and reputational requirements.

7.6. You must promptly correct any factual, attribution, plagiarism or other material error identified in a deliverable.

Article 8 - Liability

8.1. You must take out and maintain sufficient insurance to cover liability arising out of or in connection with this Agreement, at least with a coverage of 250.000 EUR.

8.2. You are liable pursuant to statutory legal provisions. Subject to the terms of this Agreement, your liability under or in connection with this Agreement and the respective assignments is capped at the amount of 250.000 EUR per 12 months term. For the avoidance of doubt, any insurance proceeds received in connection with your liability shall not count towards or otherwise reduce the foregoing liability cap.

8.3. Our liability under or in connection with this Agreement and the respective assignments is capped at the total amount due to you by us per 12 months term, less the amount already paid to you.

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 3, 4.6,4.7, 5.5, 5.6 and/or 6.3 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 becomes effective upon signature by the parties. This Agreement ends automatically, without notice, after a term of 12 months. We may extend the Agreement 2 times for 12 months each (extension option). If we wish to exercise the extension option, we shall inform you 2 months before the end of the current term.

9.2. This Agreement cannot be terminated early by you or by us, save for the specific termination events specified in Article 9.3 and/or Article 9.4.

9.3. We may fully or partially terminate this Agreement with immediate effect by giving you notice at any time, if:
a. you breach an obligation under this Agreement and, if the breach is capable of remedy, you fail to remedy the breach within 30 days after we ask you to do so;
b. you breach an obligation under this Agreement which is incapable of remedy;
c. you do not provide us with adequate assurance that you can fulfill your obligations under this Agreement in a timely fashion after we ask you to do so; or
d. the European Programme(s) in connection with which we entered into this Agreement with you are terminated.
e. any change, event, circumstance, condition or effect occurs which EIT RawMaterials GmbH in its sole discretion believes or is reasonably likely to materially adversely impact either (i) the industries or fields in which EIT RawMaterials GmbH operates or (ii) either party’s possibilities to perform its material obligations under this Agreement, or otherwise materially impedes or delays such performance.

9.4. You may fully or partially terminate this Agreement with immediate effect by giving us notice at any time, if:
a. we breach an obligation under this Agreement, and, if the breach is capable of remedy, we fail to remedy the breach within 30 days after you ask us to do so;
b. we breach an obligation under this Agreement which is incapable of remedy; or
c. we do not provide you with adequate assurance that we can fulfill our obligations under this Agreement in a timely fashion after you ask us to do so.

9.5. Following a termination all rights and obligations intended to survive the termination (such as Articles 4 up to and including 10) will survive the termination.

Article 10 - Compliance, Safeguarding of EU's financial interest and conflict of interest

10.1. You understand and agree that we 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 our obligations towards such bodies. We 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.

10.2. You 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. You must inform us immediately if there is a change in circumstances which leads or may lead to a conflict of interest. Furthermore, you must accept the Code of Conduct of EIT RawMaterials.

10.3 You 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 11 - Various

11.1. Notices in relation to this Agreement must be given in writing.

11.2. If you cannot perform an obligation under this Agreement because of *force majeure* (meaning: unforeseeable reasons beyond your reasonable control), you must notify us. Following notification, only the performance of such obligation(s) is suspended during the force majeure. We 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 you or force majeure events at third parties contracted by you, financial problems, and/or lack of the necessary licenses, permits or authorizations needed for the Services do not qualify as force majeure.

11.3. 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.

11.4. 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 contract (main body),
- the request for proposal,
- the service description,
- the contractor's offer dated [xxx], and

- the General Terms and Conditions of Contract for Services (VOL/B), 2003 version.

11.5. 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.

11.6. The parties agree that electronic signatures, including simple electronic signatures and signatures executed via electronic signature platforms, shall satisfy the written form requirement wherever this Agreement requires in writing, unless applicable mandatory law requires a stricter form.

11.7. You may not transfer or pledge (part of) this Agreement without our prior written consent. We shall not withhold such consent unreasonably. We may transfer this Agreement to any of our 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.

11.8. 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.

11.9. This Agreement and any individual assignments shall be governed in all respects by and construed in accordance with the laws of Germany, excluding its conflict of law principles. The United Nations Convention on the International Sale of Goods does not apply.

11.10. 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 and/or any individual assignment.

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

____
EIT RawMaterials GmbH
By: Bernd Schäfer
Function: Managing Director / CEO

____
[Contractor]
By: [name representative]
Function:

____
EIT RawMaterials GmbH
By: Dr. Andreas Klossek
Function: Managing Director / COO