

Competition Finalist Agreement

This Agreement is made and entered into force by and between

EIT Manufacturing a not-for-profit Association with offices at 2, Boulevard Thomas Gobert, 91120 Palaiseau, France (hereinafter referred to as “EITM” or “Association”).

and

_____holder of ID number_____, residing at _____(hereinafter referred to as “Finalist”).

Whereas EIT Manufacturing organizes the LEADERS – Women Innovators in Manufacturing at EIT RIS competition (hereinafter Competition). The competition aims to reach out, identify, and support the best women innovators (amongst others, researchers, professionals, entrepreneurs in EIT RIS countries) who have played a leading role in developing solutions addressing manufacturing-related challenges with strong environmental or societal impact.

Whereas up to 60 eligible participants were invited to the online pitch training. The purpose of this training was to provide support in the preparation for the second round of submission. EIT Manufacturing provided this training to the candidates for free.

Whereas after the evaluation of the written applications and the recorded video pitches submitted by the eligible applicants, the 6 top-ranked applicants were selected as finalists and the 3 top-ranked candidates will receive monetary prizes.

Whereas the 6 top-ranked applicants are eligible to attend the in person final event and awarding ceremony in Brussels within the LEADERS competition as finalists.

Now therefore Finalist and ASSOCIATION (collectively “Parties”) agree as follows:

I. Competition Specific Details

1. Finalist shall participate and pitch her ideas at the _____ at the final event and award ceremony of the RIS competition under the Call for Proposal LEADERS – Women Innovators in Manufacturing which will be held in _____ on _____
2. In preparation, the Finalist agrees to:
 - i. Participate and pitch her ideas in the above-mentioned Competition on the date and time scheduled for her presentation and present her pitch live for 3 minutes.

II. General Terms and Conditions

1. With respect to the Finalist's participation in the Competition:

- a. Finalist shall own the copyright in all materials provided for or created by Finalist at the Competition except for materials specifically created solely for ASSOCIATION's use or materials incorporating ASSOCIATION's intellectual property. To the extent the Finalist provides their intellectual property to ASSOCIATION for use in the Competition, Finalist grants ASSOCIATION a nonexclusive, worldwide, royalty free license to use, reproduce, and distribute the intellectual property in connection with the Competition.
- b. Finalist grants ASSOCIATION and its agents, licensees, members, and employees a royalty-free, license to publish, reproduce or otherwise use the Finalist's name, picture, likeness, comments, voice for any lawful purpose in all media in connection with the Competition;
- c. Finalist is knowingly and voluntarily taking part in the activities for which an image, video or audio might be captured/recorded and understands the associated requirements;
- d. Finalist releases and waives any and all claims, damages, losses and expenses as a result of, or arising from, their participation;
- e. To the best of Finalist's knowledge, their presentation does not violate any proprietary or personal rights of others (including, but not limited to, any copyright, trademark, or privacy rights), is factually accurate, and contains nothing defamatory or otherwise unlawful or inappropriate;
- f. Finalist has obtained all necessary licenses and permissions for any third-party intellectual property including, but not limited to, music, video or other media shown as part of the Finalist's presentation;
- g. Finalist shall conduct themselves in a professional and civil manner and in accordance with the ASSOCIATION Code of Conduct;
- h. Finalist agrees that no portion of the resulting media created at the Competition, containing Finalist's name, biographical information, quotes, photographs, or recorded interviews needs to be submitted for any approval.
- i. Finalist agrees to the processing of his personal data for the Competition as detailed above under point b, c, and h, in line with ORGANISATION's privacy statement for Competitions of which he has taken knowledge.

- j. The Finalist acknowledges and agrees that the Association must be able to comply with its obligations under the Partnership Agreement and the Grant Agreement and therefore Finalist agrees to provide, when relevant, the rights necessary to EIT Manufacturing to ensure compliance.
- k. The Finalist also agrees to respect the provisions relevant to the beneficiary's obligations in the Model Grant Agreement such as Articles 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping).
- l. The Finalist acknowledges and agrees that the Model Grant Agreement can be accessed on the European Commission's site, and especially under the link https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-auratom_en.pdf and that the Finalist has thoroughly read its content before entering into this Agreement. The Finalist acknowledges and agrees that the EIT, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) and other entities mentioned in Article 25 of the Model Grant Agreement can exercise their rights.

III. **Non-Discrimination**

ASSOCIATION prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law. ASSOCIATION expects that the Finalist shall maintain an environment free of discrimination, including harassment, bullying, or retaliation when and wherever those individuals are conducting ASSOCIATION business or participating in ASSOCIATION Competitions or activities.

IV. **Indemnification**

1. Finalist shall indemnify, release, defend, and hold harmless ASSOCIATION, its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third party claim, action, or proceeding, based directly or indirectly on any breach of Finalist's warranties contained herein or arising from or relating to Finalist's performance under this Agreement.

V. **Non representation**

1. The Finalist, in the performance of this Agreement shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the Association.

VI. **Compensation and Expenses**

1. Travel expenses, food, accommodation as well as any other spent money in regard to the travelling to the Competition location and during the Competition will be covered for an amount of up to 600€ (paid as a lump sum upon the presentation of proof of presence (invoice/receipts) after the event).

VII. Cancellation and Force Majeure

1. Finalist agrees to notify ASSOCIATION's program managers immediately in the Competition that an emergency should Competition him/her from meeting his/her obligation as a session panelist. Any substitution of a new Finalist shall require ASSOCIATION's written consent.

2. None of the parties shall be liable to the other party for any delay or failure to perform arising out of causes beyond its reasonable control, including, but not limited to, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes.

VIII. Applicable law

1. This agreement will be governed by the laws of France. The Parties submit to the exclusive jurisdiction of the Courts of Paris, France.

IX. Data Protection

1. ASSOCIATION ensures that any processing of personal data shall be performed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
2. The collected personal data will be used solely for the implementation, follow-up and management of this Agreement by ASSOCIATION and its subsidiaries and for dissemination of information and communication purposes foreseen for the Competition. Data subjects have the right to access, rectify or delete their personal data. Data subjects can also object to its processing. To exercise these rights, data subjects can contact ORGANISATION at dpo@eitmanufacturing.eu.
3. The Finalist agrees that her image and video will be recorded and published during the event and later the website of EITM.
4. Finalist hereby acknowledges that she has read and accepted the [EITM's Privacy Statement for Events](#).

X. Signature

1. The Finalist understands that his/her invitation to participate can be revoked at ASSOCIATION's sole discretion if the Finalist fails to comply with any of the above obligations.
2. Finalist acknowledges that she has read and understood this document and what it means with respect to their participation. Finalist warrants, represents, and agrees that she has the full power, authority and legal capacity to enter into this agreement.
3. This agreement shall be effective on 06/11/2023 and will run till 31/12/2023 (Term of the Agreement).
4. Finalist and ASSOCIATION receive each a fully signed copy of this Agreement. The transfer of this copy by e-mail or via an electronic signature system will have the same legal force and legal effect as the transfer of the original copy of this Agreement.



FINALIST

Signature:

Name: Andreea Diana Ceresmis

Title:

Date:

ASSOCIATION

Signature:

Name:

Title:

Date: