

PARTICIPATION AGREEMENT

concluded on _____ (date), in _____ (place) between:

EIT Manufacturing ASBL, an association (Registration number W913012329, SIRET 88077857600012, VAT FR62 880778576) duly incorporated under French law, with its registered office at 2, Boulevard Thomas Gobert, 91120 Palaiseau, France (herein referred to as **Association** or **EITM**);

and

_____ (name), _____ (surname) A woman holder of ID number

_____ residing at _____ country of citizenship _____

and e-mail address _____ further in the Agreement (hereinafter referred to as **"the Participant"**).

EIT Manufacturing ASBL and the Participant are further referred to jointly as "Parties" and separately as "Party".

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.*
- ✓ *Up to 60 eligible applicants will receive online pitch training in September 2024. The purpose of this training is to provide support in the preparation for the second round of submission. EIT Manufacturing provides this training to the candidates for free. The results of the training have no influence on the selection process of the candidates. The competency assessment method will be based on direct feedback during the session by the trainer. The expected learning outcome is pitching improvement as added value for the candidates.*
- ✓ *The Participant submitted the participation application and is eligible to attend the online pitch training within the LEADERS competition.*

The Parties conclude this Participation Agreement (hereinafter referred to as "the Agreement"), giving it the following wording:

I. Participation Specific Details

1. SUBJECT OF THE AGREEMENT

- 1.1. EIT Manufacturing organizes the competition "LEADERS – Women Innovators in Manufacturing at EIT RIS" within time frame [// - //] and provides the Participant with the opportunity to participate in the Competition.
- 1.2. The participant shall take part in the competition and receive training on the terms and conditions set out in the *LEADERS Call guidelines published on the EITM website*: _____

2. AGREEMENT DURATION. MISCELLANEOUS

- 2.1. The Participant commits to follow the eligibility criteria as defined in the LEADERS call document. If one of the criteria is not respected, the participant will be immediately excluded from the programme. The participant should be a woman and citizen of one of the following EIT RIS eligible countries: Bulgaria, Croatia, Czechia, Estonia, Greece, Spain, Italy, Cyprus, Latvia, Lithuania, Hungary, Malta, Poland, Portugal, Romania, Slovenia, Slovakia; Montenegro, North Macedonia, Serbia, Türkiye, Ukraine; Guadeloupe, French Guiana, Réunion, Martinique, Mayotte and Saint-Martin (France), the Azores and Madeira (Portugal), and the Canary Islands (Spain). The applicants must be able to prove their citizenship of one of the aforementioned EIT RIS eligible countries.

II. General Terms and Conditions

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

- a. Participant shall own the copyright in all materials provided for or created by Participant at the Competition except for materials specifically created solely for ASSOCIATION's use or materials incorporating ASSOCIATION's intellectual property. To the extent the Participant provides their intellectual property to ASSOCIATION for use in the Competition, Participant grants ASSOCIATION a nonexclusive, worldwide, royalty free license to use, reproduce, and distribute the intellectual property in connection with the Competition.
- b. Participant grants ASSOCIATION and its agents, licensees, members, and employees a royalty-free, license to publish, reproduce or otherwise use the Participant's name, picture, likeness, comments, voice for any lawful purpose in all media in connection with the Competition;
- c. Participant 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. Participant 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 Participant'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. Participant 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 Participant's presentation;
- g. Participant shall conduct themselves in a professional and civil manner and in accordance with the ASSOCIATION Code of Conduct;
- h. Participant agrees that no portion of the resulting media created at the Competition, containing Participant's name, biographical information, quotes, photographs, or recorded interviews needs to be submitted for any approval.
- i. Participant agrees to the processing of his personal data for the Competition as detailed above under point b, c, and h, in line with [Association's privacy statement for Competitions](#) (of which she has taken knowledge).
- j. The Participant acknowledges and agrees that the Association must be able to comply with its obligations under the Partnership Agreement and the Grant Agreement and therefore Participant agrees to provide, when relevant, the rights necessary to EIT Manufacturing to ensure compliance.
- k. The Participant 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 Participant 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-euratom_en.pdf and that the Participant has thoroughly read its content before entering into this Agreement. The Participant 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 Participant 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. Participant 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 Participant's warranties contained herein or arising from or relating to Participant's performance under this Agreement.

V. **Non representation**

1. The Participant, 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. The Participant will not be entitled to receive any expenses as the competition will be held online.

VII. **Cancellation and Force Majeure**

1. Participant 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 for a new Participant 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 Participant acknowledges that she has read and accepted the [EITM's Privacy Statement for Events](#).

X. Signature

1. The Participant understands that his/her invitation to participate can be revoked at ASSOCIATION's sole discretion if the Participant fails to comply with any of the above obligations.
2. Participant acknowledges that she has read and understood this document and what it means with respect to their participation. Participant 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 the date of signature and will run till ___/11/2024 (Term of the Agreement).
4. The Participant 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.

EIT Manufacturing representative

The Participant