

Services Agreement Manufacturing SASU

BETWEEN:

Manufacturing SASU, having its registered office at 34 Avenue des Champs Elysées, 75008 Paris, France, herein represented by Isabelle Menez, Managing Director;

Hereinafter referred to as “**MANUFACTURING SASU**”;

And

XX, having its registered office at XX, XX, XXX , XX, herein represented by xxxx (xxx),

Hereinafter referred to as the “**EIT MANUFACTURING PARTNER**”;

Hereinafter, jointly or individually, referred to as “**PARTIES**” or “**PARTY**”;

WHEREAS:

a) The EIT MANUFACTURING PARTNER is currently developing a project (hereinafter the “**Project**”) which was selected by the not-for-profit Association EIT Manufacturing as a project that can be subsidized by the European Union in the framework of EIT and Horizon Europe under the Innovation Call for Proposals 2025.

b) In addition to the attribution of grants, the KIC EIT Manufacturing aims at supporting the EIT MANUFACTURING PARTNER in the success of the subsidized projects through MANUFACTURING SASU, while ensuring its own financial sustainability.

c) MANUFACTURING SASU is wholly owned by EIT Manufacturing ASBL. MANUFACTURING SASU’s function is to support the EIT MANUFACTURING PARTNER inter-alia by way of tangible and intangible support (detailed in Annex 1 under point 2 - Services). Having benefited or benefiting from such support, the EIT Manufacturing Partner recognizes that without this support the project and the exploitation of Results of the project could not have been successful and therefore agrees to revenue sharing of the Exploitation of the Results.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Article 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the EIT Regulation No 294/2008 or Partnership Agreement (PA) signed between EIT Manufacturing and EIT or the Grant Agreement (GA) signed between EIT Manufacturing and EIT or the Financial Support Agreement and its related annexes signed between the KIC EIT Manufacturing and EIT Manufacturing Partner.

1.2 Additional Definitions

Additional definitions shall be included in Annex 1 to this Agreement.

Article 2: The Specific Sustainability mechanism

The principles regarding the specific financial sustainability mechanism, its conditions and obligations are further described in Annex 1 to this Agreement.

Article 3: Accounting, reporting, payments and audit rights

At any time during the term of this Agreement, MANUFACTURING SASU and its representatives, including an independent public accountant engaged by MANUFACTURING SASU shall have the right to audit EIT MANUFACTURING PARTNER's data or information, and financial records relating to the execution of this Agreement. Such records may include accounts, invoice records, and payments relating to this Agreement. The EIT MANUFACTURING PARTNER shall keep accurate records and accounts, and MANUFACTURING SASU shall have the right to audit these in accordance with the local accounting practice on request, upon reasonable notice. MANUFACTURING SASU may hire an independent public accountant to conduct the audit in connection with the exploitation of the results and Annex 1. The EIT MANUFACTURING PARTNER shall provide MANUFACTURING SASU with copies of supporting financial documentation on reasonable request.

To the extent such records are deemed confidential, the EIT MANUFACTURING PARTNER will give reasonable access to the records to an independent public accountant selected by MANUFACTURING SASU who will audit the records. This audit right will be exercised in the time frame and according to the terms and conditions agreed with MANUFACTURING SASU (place, access timing, duration, prior notice, H&S provisions etc.) and shall not be exercised by MANUFACTURING SASU more than once (1) in each calendar year.

Article 4: Entry into force and duration

This Agreement shall take effect **from the date of its last signature/ retroactively from [INSERT DATE OF START OF PROJECT]**. It shall continue to be in full force and effect until all obligations resulting from this Agreement are fulfilled as described in Annex 1 to this Agreement.

This Agreement may be terminated by mutual written agreement of both parties. Manufacturing SASU may terminate this agreement any time after the end of the Project by providing one month written notice to the EIT MANUFACTURING PARTNER. Such notice may be also made through email with acknowledgment of receipt.

Article 5: Force majeure

No Party shall be considered to be in breach of the Agreement if it is prevented from fulfilling its obligations

under this Agreement by Force Majeure. In case of Force Majeure that prevents any of the parties from fulfilling their obligations under this Agreement for more than 120 days, this Agreement may be reviewed and amended.

Article 6: General

This Agreement with its Annex 1 complements the PA, the (M)GA and the Internal Agreement (if applicable), the Financial Support Agreement and any other agreements that may be signed previously between the association EIT Manufacturing and the EIT Manufacturing Partner.

In the event of any conflict of discrepancy between the provisions of this Agreement with its Annex 1 and the Financial Support agreement, the provisions of this Agreement with its Annex 1 will take precedence over the provisions of the Financial Support Agreement.

This Agreement shall be construed in accordance with and governed by the laws of France excluding its conflict of law provisions. All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be brought before the courts of Paris, France.

Nothing in this Agreement shall limit the PARTIES' right to seek injunctive relief in any applicable competent court.

Article 7: Signatures

The PARTIES have caused this Agreement to be duly signed by the undersigned authorized representatives in separate signature pages the day and year first above written.

The signature of a PARTY by means of an electronic signature (e.g. via AdobeSign), counts as an original signature with the same validity, enforceability and permissibility. Each PARTY receives a fully signed copy of the 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 the Agreement.

MANUFACTURING SASU

Signature:

Name:

Title:

Date:

XXX (EIT MANUFACTURING PARTNER)

Signature:

Name:

Title:

Date:

ANNEX 1 – THE SPECIFIC SUSTAINABILITY MECHANISM

I. Background of the project:

[Description of the project, start date, its duration and the result(s) expected]

II. Additional definitions:

“**EXPLOITATION**” or “**EXPLOIT**” shall mean the direct or indirect use and revenue generation of Results of the Project in i) developing, creating, selling or marketing a product, or process, or ii) in creating, selling and providing a service.

“**RESULT(S)**” shall mean any tangible or intangible output of the Project, such as data, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated in the Project.

III. Exploitation of Results

The RESULTS that the EIT MANUFACTURING PARTNER shall EXPLOIT are defined as:

[Please indicate a measurable result and anything else relevant to the Results contained in the CfP application.]

1. Financial Sustainability:

In consideration of mutual promises contained in this Agreement and the support provided by MANUFACTURING SASU detailed also under point 2, EIT MANUFACTURING PARTNER commits to making its best efforts to exploit the Results and agrees to pay the following fees:

- a) EUR 50,000 for Services received during the Project, invoiced at the end date of the project,
- b) Revenue Sharing Fee(s) during the Revenue Sharing Period, as defined below.

Revenue Sharing Period:

The Revenue Sharing Period is a period of five years starting at the year of the first Exploitation of the Results when revenue of at least EUR 10,000 is generated by the EIT MANUFACTURING PARTNER.

Revenue Sharing Fee(s):

When revenue is booked in respect of the Exploitation of the Result(s) then the EIT Manufacturing Partner shall pay revenue sharing fee(s) determined by reference to the annual revenue generated by the Exploitation of the Results as follows:

Table 1

Duration	Estimated Sales (as described in the Business Plan)	Rate	Estimated Fee
[Year 1 – exploitation year]		x%	
[Year 2]			
[Year 3]			
[Year 4]			
[Year 5]			

For the avoidance of any doubt, Revenue sharing fee(s) will be calculated based on the revenue generated on the Exploitation of Results.

2. SERVICES

The EIT Manufacturing Partner may make use of the following Services in the concept of subscription fee Services throughout the duration of this Agreement:

- a) During the Project:

- Review and administrative support of the Project.
 - Facilitating tie-ups with stakeholders that may be interested in the Project.
 - Invitation to events organized by EIT Manufacturing or its affiliated entities .
 - Support to drive innovation to success and grow the business during and after the project.
- b) After the end of the Project:
- Further Facilitating tie-ups with stakeholders that may be interested in the Project.
 - Further Support to drive innovation to success and grow the business during and after the project Access to funding schemes of EIT Manufacturing or other initiatives.

The table below further details the available Services mentioned above:

Service	Service Description
Review and administrative support of the Project	<p>EIT Manufacturing appoints a dedicated Innovation project officer to support the project, in particular for the following aspects:</p> <ul style="list-style-type: none"> • Monitoring the progress of the project at least on a quarterly basis and discussing ways to mitigate deviations from the plan and delays in the execution of the project. • Discussing the results of the test of the project innovation and technology by the project end users. • Feedback on how to achieve the project KPIs. • Solving issues with reporting in Plaza/Netsuite.
Facilitating tie-ups with stakeholders that may be interested in the Project	<p>EIT Manufacturing provides qualified introductions to potential customers, supports the Business Owner in arranging meetings at pan-European level.</p> <p>The qualified introductions provided by EIT Manufacturing to potential customers and partners can be arranged through speed networking during EITM pan-European or regional events or customized introductions by EITM or its partners.</p>
Invitation to events organized by EIT Manufacturing or its affiliated entities	<p>EIT Manufacturing grants access to the project consortia members to numerous EITM events and access to EITM platforms.</p> <ul style="list-style-type: none"> • EIT Manufacturing provides free access to pan-European or regional EITM events to present, learn or network with potential customers. EIT Manufacturing will provide exclusive invitations to closed events, such as onsite or online access to tech events for matchmaking with potential customers or partners. • EIT Manufacturing provides access to its online community in the industrial sector: the AGORA online networking platform with more than 3000 members and decision makers in manufacturing.

<p>Support to drive innovation to success and grow the business during and after the project</p>	<ul style="list-style-type: none"> • EIT Manufacturing will make available to consortia technology foresight on the most impactful emerging technologies in manufacturing, depending on the areas of interest. • If needed, EIT Manufacturing will provide guidance to the Business Owner when revising its business plan and enhancing it throughout the project on how to incorporate first customer feedback and market changes. • EIT Manufacturing can support the dissemination, promotion and visibility efforts of the Business Owner with publishing posts and showcasing the solution and technology, benefits for manufacturing customers on EIT Manufacturing's social and online media.
<p>Access to funding schemes of EIT Manufacturing or other initiatives</p>	<p>EIT Manufacturing may provide information on relevant further funding from its own programmes and guidance for other European and national funding sources.</p>

The Services are provided ‘as is’ and MANUFACTURING SASU does not provide any warranty regarding the support and services, any resulting documentation or material, expressed or implied, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement.

3. EXECUTION OF OBLIGATION

3.1 Payment terms

The Fee(s) under point 1 and table 1 of this Annex will be invoiced on a yearly basis as subscription fee(s) by MANUFACTURING SASU.

All invoices must be paid in full within sixty (60) days from the date of invoice and all payments shall be effected in EUR. The EIT MANUFACTURING PARTNER shall pay the invoiced amount without any withholdings.

The Fee(s) as stipulated herein do not include any VAT (“Transfer Taxes”) and MANUFACTURING SASU will charge any applicable Transfer Tax, except if the fee(s) are exempt from such Transfer Tax.

Late payments shall be subject to interest payable on demand at the rate of 2% per cent. Interest shall be calculated daily and compounded quarterly from the due date to the actual date of payment inclusive.

3.2 Reporting

Reports of the gross revenues resulting from the EXPLOITATION of the RESULTS of the Project (in the form of, inter alia, financial statements, annual accounts, other statements), shall be provided by EIT Manufacturing PARTNER on a yearly basis within 3 (three) months of the end of each accounting year to MANUFACTURING SASU, prior to the payment under 3.1, from the end of the project and until the end of this agreement. All such statements shall include a breakdown of the calculations on which the amounts involved were determined. The EIT MANUFACTURING PARTNER will provide a readable reporting of two pages maximum and must present one table with the Result and the revenues to be shared with

MANUFACTURING SASU.

The EIT MANUFACTURING PARTNER commits to provide the reporting in accordance with the terms of this Agreement. The reporting and any request must be sent to the following mail address:

ManufacturingSASU.FSagreement@eitmanufacturing.eu,

with the subject "FS Agreement [KAVA] [Partner name]".