

EIT FOOD ACCELERATOR NETWORK BUSINESS MENTOR AGREEMENT

THIS AGREEMENT entered into on 08 June 2019 (the “**Effective Date**”) by and between

1. **EIT FOOD CLC SOUTH** of Calle de Serrano Anguita, 13, 28004 Madrid (EIT Food); and
2. **Paola De Bernardi** of University of Turin at Via Verdi 8, 10124 Torino (“**the Mentor**”)

Hereinafter referred to individually as “Party” and collectively as “the Parties”

WHEREAS

- A. EIT Food Accelerator Network is a programme that supports the development of leading-edge technologies emerging from Europe’s agri-food sector.
- B. The Mentor has a background in agri-food technologies or general business creation activities;
- C. EIT Food wish to engage the Mentor as a business mentor to assist in the startups in the accelerator.

1. Definitions

Background	Intellectual Property, information, techniques, Know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) that are provided by one Party to the other for use in the Project (whether before or after the date of this Agreement), except any Result;
Confidential Information	all information including (but not limited to) specifications, drawings, circuit diagrams, tapes, discs and other computer readable media, documents, techniques, Intellectual Property, Results and Know-how which is disclosed by one Party to the other for use in or in connection with the Project
Intellectual Property	patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above
Know-how	unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain
the Results	all information, Know-how, results, inventions, software and other Intellectual Property identified or first reduced to practice or writing in the course of the Project;
Services	The terms of reference attached in Appendix 1

2. APPOINTMENT

- 2.1. EIT Food shall engage the Mentor and the Mentor shall provide the Services on the terms of this Agreement. EIT Food appoints the Mentor to perform the Services for the Project, for an initial period of up to 6 months from the Effective Date to 2nd July 2019 (“the Engagement”). The period of the engagement may be extended unilaterally by EIT Food where reasonably necessary for the successful completion of the Project.

3. FINANCIAL CONTRIBUTIONS

- 3.1. In consideration of the provision of the Services during the Engagement, the Mentor will give their time free of charge. However, this time may be claimed as co-funding by the EIT Food partner business.
- 3.2. The mentor and their employer is responsible for keeping track of all hours logged in support of the Programme.
- 3.3. All travel and accommodation will be booked by the Mentor and then reimbursed by their Business, who is an EIT Food partner.

4. UNDERTAKINGS BY THE MENTOR

- 4.1. The Mentor undertakes:

- 4.1.1. to complete the Services with all due skill, care and diligence in accordance with the Agreement;
- 4.1.2. that all Intellectual Property created as a result of this Agreement will be owned by the Team and the Mentor shall agree to assign all right, title and interest in the intellectual property created as a result of this Agreement to the Team by executing all documents, doing all acts and things as may in the opinion of the Team be necessary or desirable to vest the intellectual property rights in, and to register them in, the name of the Team.

5. CONFIDENTIALITY

- 5.1. The Parties hereto agree to use all reasonable endeavours to ensure that any Confidential Information, disclosed or submitted in writing or any other tangible form to one Party (“**Receiving Party**”) by the other (“**Disclosing Party**”) shall be treated with the same care and discretion to avoid disclosure as the Receiving Party uses with its own similar information which it does not wish to disclose. In particular neither Party shall disclose Confidential Information received from the other Party except with the prior written agreement of the other Party;
- 5.2. The Receiving Party shall not, during the period of the Engagement, or for a period of five (5) years after the termination of this Agreement, use or allow the use of any Confidential Information for any purpose other than the carrying out of its obligations under this Agreement or other than in accordance with the terms of this Agreement.
- 5.3. The undertaking in this clause shall not apply to Confidential Information which:
 - 5.3.1. at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement;

- 5.3.2. after disclosure to a Party, is subsequently published or comes into the public domain by means other than through fault of the Receiving Party;
- 5.3.3. a Party can demonstrate was known to them or subsequently independently developed by them and not acquired as a result of the Project, nor using, derived from, referring to or in any way relates to the Confidential Information;
- 5.3.4. is lawfully acquired from third parties who had a right to disclose it with no obligations of confidentiality owed to any of the Parties; or
- 5.3.5. is required to be disclosed by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request.

6. DURATION AND TERMINATION

- 6.1. EIT Food may terminate this Agreement upon 30 days' written notice to the Mentor.
- 6.2. EIT Food may terminate this Agreement with immediate effect, by giving written notice to the Mentor if all or any of the Project expires, is not renewed, or is terminated for any reason.
- 6.3. Notwithstanding the provisions of clauses 6.1 and 6.2, EIT Food may terminate the Engagement with immediate effect with no liability to make any further reimbursements to the Mentor (other than in respect of amounts accrued prior to such termination date) if at any time the Mentor:
 - 6.3.1. is guilty of any gross misconduct affecting the Project; or
 - 6.3.2. commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of EIT Food; or
 - 6.3.3. is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
 - 6.3.4. is in the reasonable opinion of EIT Food negligent and incompetent in the performance of the Services; or
 - 6.3.5. is declared bankrupt or makes any arrangement with or for the benefit of his/her creditors or has an administration order or similar order made against him; or
 - 6.3.6. is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 56 days in any 52 week consecutive period; or
 - 6.3.7. is guilty of any fraud or dishonesty or acts in any manner which in the opinion of EIT Food brings or is likely to bring the Mentor or EIT Food into disrepute or is materially adverse to the interests of EIT Food.
- 6.4. The rights of EIT Food under clause 6 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Mentor as having brought the agreement to an end. Any delay by EIT Food in exercising its rights to terminate shall not constitute a waiver thereof.
- 6.5. EIT Food shall be under no obligation to meet or reimburse any of the costs or expenses incurred by the Mentor as a consequence of the expiration or termination of this Agreement save to the extent that such costs or expenses are the direct result of breach by EIT Food of the terms of this Agreement.

7. DATA PROTECTION

- 7.1. The Mentor consents to EIT Food and processing data relating to him/her for legal, personnel, administrative and management purposes and in particular to the processing of any "personal data" (as defined in the Data Protection Act 1998) relating to the Mentor.

8. STATUS

- 8.1. The relationship of the Mentor to EIT Food will be that of independent contractor and nothing in this Agreement shall render him an employee, worker, agent or partner of EIT Food and the Mentor shall not hold himself out as such.
- 8.2. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Mentor shall be fully responsible for and shall indemnify EIT Food for and in respect of any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Mentor against EIT Food arising out of or in connection with the provision of the Services.
- 8.3. EIT Food may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Mentor.

9. GENERAL

- 9.1. Neither party shall assign or sub-license any of its rights or obligations under this Agreement without the prior written consent of the other.
- 9.2. Each of EIT Food and the Mentor acknowledge and agree that this Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.
- 9.3. Any variation of this Agreement shall be in writing and signed by authorised representatives for both parties.



AS WITNESS the hands of duly authorised signatories for the parties on the date first mentioned above:
SIGNED for and on behalf of

EIT FOOD CLC SOUTH

Name: Begoña Pérez Villa Real

Position: Director, EIT Food CLC South

Signature 

Date 08 June 2019

SIGNED by

Name: **PAOLA DE BERNARDI**

Signature 

Date 08 June 2019

Appendix 1: Project summary and expectations of mentors

The specific tasks of the business mentor are set out below:

- Attendance at the Business Mentor training workshop (c. 2 days) on 'Techniques for Good Mentorship' and also for the process of mentor matching. This training will begin at 9.00 AM on the 3rd of July and finish at 16.00 on 4th of July 2019. It will be held in Central Bilbao (Spain).
- From July to October 2019 offering approximately 0.5 to 1 hour per week of 1:1 mentoring for the team the Business Mentor is paired with. This can be done face to face, by Skype, phone or e-mail.
- The Business Mentor supports the overall progress of the entrepreneur and startup they are partnered with. The Mentor is not a consultant but rather someone to guide, question and enable the entrepreneur success.