

# Call for applications of coaches

CIRCULAR BY DESIGN CHALLENGE

15 NOVEMBRE 2022



**CIRCULAR  
BY DESIGN  
CHALLENGE**

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## INTRODUCTION

### Background

Luxinnovation is launching a call for coaches for the third edition of the “Circular by Design Challenge” (hereafter called “Project”), a competition initiated by the Luxembourg Ministry of the Economy and managed by Luxinnovation. The Project aims to support companies from all sectors seeking to develop a product or service which implements and adheres to the principles of the circular economy and sustainable design. Interested companies and entrepreneurs are invited to submit their project ideas in one of the proposed categories. The three best applications in each category are selected according to predefined criteria. The selected teams are then enrolled in a 12- week coaching program during which their ideas will be challenged with regards to sustainability, feasibility and viability. Experts from various relevant fields will help the participants to refine their ideas throughout the program. At the end, the best project of each category will be awarded a cash price of €8000

### Timeline

9 November 2022:	Project launch with a “call for ideas” in the form of a webinar to outline guidelines and expectations for each category
9 January 2023:	Idea submission deadline
2 February 2023:	Pitching session (best 20 pre-selected participants)
13 February 2023:	Kick-off event coaching phase (webinar) for 12 selected Participants
13 Feb – 5 May 2023:	Coaching and development phase
4/5 May 2023:	Final Project presentation
16 May 2023 (TBC):	Final conference with award ceremony

## DEFINITIONS

The **‘Organiser’**: LUXINNOVATION, GIE Economic Interest Grouping, registered with the Luxembourg Trade and Companies Register under number C16 (LUXINNOVATION), having its registered office at L- 4362 Esch-sur-Alzette, 5 avenue des Hauts Fourneaux, organises and manages the functioning of the Programme.

The **‘Category Sponsors’** are public and/or private organisations that are proposing a thematic call for one of the categories. The call addresses one or several problems that they face in their organisation and for which they are seeking sustainable solutions. The Category Sponsor will support the Participants in developing their projects by providing feedback throughout the Challenge. The Category Sponsor is also contributing as financial sponsors to the programme and provides the cash prize for the Winner of the category. The Category Sponsor aims to further support the Participants after the end of the Challenge with respective financing, infrastructure, technical expertise and/or network. However, it is at the Partner’s discretion to decide if they want to continue the collaboration or not and to agree with the Participant in what form.

The **‘Applicants’** are individual project owners or duly authorised persons representing a company applying to take part in the Challenge. It is possible to apply as teams of one to maximum four persons. SMEs as well as independent business owners are entitled to apply for the Challenge. It is allowed to form a consortium between several entities. Minimum one of the participating entities of the Applicant’s team needs to have a legal entity in Europe and must demonstrate that they are actively contributing to the project.

The **‘Participants’** are the Applicants that were selected to join the Challenge and that will participate in the 12-week coaching programme.

A **'Head Coach'** is assigned to each Participant and is their main mentor throughout the coaching phase. The Head Coach assesses the needs of the Participants assigned to him/her and develops a coaching plan. The Head Coach will join the Steering Committee as an observer and will help the Participant integrate the feedback from the Steering Committee into their project development. The Head Coach will appoint Coaches when complementary expert skills to his/hers are required.

The **'Coaches'** are appointed by the Organizer and selected by the Head Coach to provide specialised coaching sessions based on their skills and experience (e.g., circular economy, sustainable engineering, entrepreneurship, marketing, etc.) to support the Participants individually in the development of their project.

The **'Group Coaches'** are appointed by the Organisers to intervene on specific topics that are common to all Participants during thematic workshops.

The **'Experts'** are individuals that have a specific expertise in various relevant fields (e.g., materials, intellectual property, waste management, business models, etc.) They will challenge the Participants and give advice on how the project can be improved during the Steering Committees.

The **'Steering Committee'** consists of Category Sponsors and Experts and comes together three times throughout the Challenge to monitor the progress of the Participants' project, challenge them and provide feedback. The Steering Committee members are also involved in the selection of Participants and the designation of the overall winners of the Challenge.

The **'Winner(s)'** are chosen by the Category Sponsors, with support of the Steering Committee, according to a set of transparent evaluation criteria that will be communicated to the Participants at the beginning of the challenge. There will be maximum one Winner for each of the four categories and the Winners will be awarded a cash Prize of €8000.

The **'Digital Pitching Sessions'**: pitching sessions organised with the objective of granting every pre- selected Applicant a pitch presentation as well as Q&A with the Jury (cf. point 8). At the end of the Digital Pitching Sessions, the Jury will select the projects that will be admitted to participate in the Programme.

## COACHING PROGRAMME

The purpose of the coaching programme is to help the Participants to refine and validate the ideas for circular products, services or business models and to develop these ideas into business cases.

### Organisation of the coaching sessions

The selected Participants will take part in a coaching programme, which includes group sessions and individual coaching session. The group sessions will be organised in Luxembourg and attendance is mandatory for all Participants. The individual sessions can be organised in virtual meetings. If preferred, the Organiser can help to set up physical sessions in their offices or on the premises of one of their partners.

The coaching programme will be structured as follows:

The total duration of the coaching is 12 weeks, starting with the kick-off meeting and ending with the last Steering Committee meeting.

Group workshops will be held in two blocks, where the first block will be organised at the beginning of the coaching phase and the second after 6 weeks.

Block 1:

- Design Thinking
- Circular economy business models & circular design
- UX/ UI workshop

Block 2:

- Marketing and brand positioning in circular economy
- Intellectual Property
- Product Circularity Data Sheet (PCDS) – Ministry of the Economy
- Maximum 10 individual coaching sessions per Participant, dependant on the Participant's needs and progress.

Coaching will be remunerated at €150,00 per hours (ex VAT).

## Responsibilities of the coaches

The responsibilities of the coaches are to:

- Lead the coaching sessions;
- Support Participants in their work during the programme to help them achieve the general objectives of the programme as well as implementing the feedback received during the Steering Committee meetings;
- In general, ensure the follow-up and punctual support of each Participant during the programme (various questions, requests for contact facilitation, etc.);
- Implement the programme as described by Luxinnovation, following the approach and methodology indicated, and comply with any subsequent adaptations of the programme;
- Personally carry out the mission for which they have been retained (subcontracting is not allowed);
- Provide consistent feedback to Participants, Head Coaches, and to Luxinnovation;
- Respect the confidentiality of the information which will be communicated to the coaches within the framework of their mission.
- Report any potential conflict of interest, whether financial (participation in the share capital of a Participant's company) or functional (the consultant is part of the management bodies of the Participant's company), directly or through an intermediary legal entity.
- A conflict of interest does not de facto prohibit a potential coach from being commissioned to work within the context of the Challenge with the company with which there is a conflict of interest. However, after having assessed the case, Luxinnovation reserves the right to end the collaboration with the coach concerned if deemed necessary.
- Occasionally, coaches might be asked to answer questions from the press, through interviews that will be planned as part of the different sessions. However, coaches may only talk to the press with the express formal consent of Luxinnovation.

## Responsibilities of the head coaches

- Provide consistent feedback to Participants, Luxinnovation and the members of the Steering Committees, which includes the following:

- 
- Call for applications of coaches

- Feedback on the coaching of each Participant, to be provided for each Steering Committee using the template provided by Luxinnovation;
  - Formal revision of the progress reports prepared by each Participant using the coaching reports
- Preparation of a report including a general debriefing for each Participant, to the attention of the Steering Committee members;
- Validation of the comments/objectives defined during the Steering Committee sessions and transmission of these to the Participants;
- Coordinate the work of the coaches in the same category, in consultation with the Organiser;
  - The head coaches will attend all Steering Committee sessions and adapt the coaching plan of the Participants depending on the feedback of the Steering Committee

## APPLICATION PROCESS

### Profile of coaches

The programme is open to all coaches demonstrating:

- Competence in one or several of the areas described under “The Coaches” in the “Definitions” section. Coaching shall be based on methodologies that have proven their value to achieve short-term goals.
- At least 3 years of experience in supporting innovative companies from different sectors. Previous experience of coaching in circular design or circular economy or similar programmes.
- Expertise in Lean and the Agile methodology.
- Ability to deliver services in English.
- For the consulting companies, a maximum of three CVs can be submitted.

### References and case studies

All applicants are requested to:

- Provide a list of 3 reference companies that the contractor has already provided support to and their contact details as reference.
- Optional: Submit the description of support cases carried out on behalf of clients
- Optional: Communicate a methodology and programme proposal.

### How to apply

Please send an application letter, CV, and reference documents to [cbdc@luxinnovation.lu](mailto:cbdc@luxinnovation.lu)

Deadline for submitting applications: **15 January 2023**.

The selected contractors will be contacted between **16 and 18 January 2023**.

## CONTACT

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# ANNEX - GENERAL CLAUSES TO THE CIRCULAR BY DESIGN CHALLENGE COACHING AGREEMENT

## ARTICLE 1: SCOPE OF THE AGREEMENT

The scope of the Agreement is for THE CONTRACTOR, who agrees and accepts, to provide coaching services to LUXINNOVATION, its Affiliates and Beneficiaries.

“Beneficiaries”, under the Coaching Agreement, are considered the participants selected within the CIRCULAR BY DESIGN CHALLENGE, as set forth in the Agreement.

The Beneficiaries accept in advance this mission, making it irrevocable upon conclusion of the agreement.

For the purpose of this Agreement, the term “Affiliate” shall mean any corporation, partnership or other entity controlled by, controlling or under the common control of a Party to this Agreement, with control meaning direct or indirect beneficial ownership of more than 50 percent.

## ARTICLE 2: ENGAGEMENT AND SERVICES

LUXINNOVATION hereby engages THE CONTRACTOR to provide and perform the services set forth in the Agreement, and THE CONTRACTOR hereby accepts the engagement.

The Parties agree to review the scope of the services on a regular basis, provided any changes to the services always relate to the general scope of the Agreement.

## ARTICLE 3: OBLIGATIONS OF PARTIES

3.1 THE CONTRACTOR shall only assign the coaches presented in its offer, whose background and experience best suits the requirements of the service. THE CONTRACTOR will communicate upfront the identity and coordinates of such staff to LUXINNOVATION. THE CONTRACTOR’s staff shall at all times remain under the authority of THE CONTRACTOR.

3.2 In the event the services are to be provided by THE CONTRACTOR’s staff in the premises of LUXINNOVATION or any of the Affiliates, or in any of the premises booked by LUXINNOVATION (including webinar formats), they shall be rendered to the extent possible during the normal business days and business hours.

THE CONTRACTOR’s staff working on LUXINNOVATION’s premises (or other premises as booked by LUXINNOVATION) is required to comply with the safety and security regulations and instructions applicable at those premises. In the event a safety or security problem would occur, THE CONTRACTOR agrees LUXINNOVATION can take all measures in the name and on behalf of THE CONTRACTOR.

- 3.3 THE CONTRACTOR will report on a regular basis about the execution of the services at times to be mutually agreed by the Parties, and each time the Parties deem it necessary for the good performance of the obligations resulting from the Agreement.
- 3.5 THE CONTRACTOR represents and warrants to have obtained and maintain all permits and authorizations required to perform the services under the Agreement, including but not limited to labour permits for THE CONTRACTOR's staff and to be itself as well as THE CONTRACTOR's staff in compliance with all existing laws and regulations applicable to the execution of this Agreement, including applicable tax and social security regulations. THE CONTRACTOR is supposed to subscribe to a professional Insurance Policy to cover any professional damage that THE CONTRACTOR or its staff could cause to third parties in the context of the CIRCULAR BY DESIGN CHALLENGE (by third parties we understand: Luxinnovation or its staff, consultants, beneficiaries, other participants / actors involved of the program, ....This list not being exhaustive).
- 3.6 THE CONTRACTOR agrees to conduct the business provided herein with professional care and skill, in a manner that is consistent with both law and good business ethics.

Specifically, THE CONTRACTOR warrants that none of its employees, agents, officers, or other members of its management are officials, officers, agents or representatives of any government and that THE CONTRACTOR shall not make any Payment, either directly or indirectly, to government or political party officials, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (hereinafter collectively referred to as "Officials") where such Payment would constitute a violation of any law. In addition, regardless of legality, THE CONTRACTOR shall make no Payment either directly or indirectly to Officials if such Payment is for the purpose of influencing decisions or actions with respect to the subject matter of this Agreement or any other aspect of THE CONTRACTOR's business.

THE CONTRACTOR acknowledges that no employee of LUXINNOVATION or its Affiliates shall have authority to give any direction, either written or oral, relating to the making of any commitment by THE CONTRACTOR or THE CONTRACTOR's staff to any third party in violation of the terms of this or any other section of this Agreement.

THE CONTRACTOR's failure to abide by the provisions of this Section 3.5 shall be deemed a material breach of this Agreement. LUXINNOVATION may, in such case, terminate this Agreement at its sole discretion upon written notice to THE CONTRACTOR and without prejudice to any other remedies that may be available to THE CONTRACTOR.

- 3.7 THE CONTRACTOR will provide all necessary information/ presentation within a reasonable time to LUXINNOVATION before the date of the agreed services allowing to perform the scope of work in a professional and correct way. It includes providing support/ information material / presentations to allow proper information sharing on the reviewed topics.



#### ARTICLE 4: INDEPENDENT DELIVERY OF SERVICES

This Agreement creates no relationship of subordination between the Parties.  
Each Party shall be independent in its performance of this Agreement and shall not be deemed, expressly or by implication to be an agent, employee, representative or servant of the other party for any purpose whatsoever.

Subject to the rules referred to in this Agreement and to all other conditions later determined by the cooperation between both Parties, THE CONTRACTOR will perform its activities, both technical and organizational, independently and without subordinate relationship.

LUXINNOVATION agrees not to control or monitor the work of THE CONTRACTOR any different from those that are justified for monitoring the performance of the delivered services, especially if they are not in line with the requirements of the program, as described in the Agreement, the applicable safety standards, or any other justification according to the law.

#### ARTICLE 5: TERM AND TERMINATION

5.1 The Agreement shall commence on the Effective date set forth in the Agreement and **shall terminate after the delivery of the agreed session(s) and receipt of last report expected by LUXINNOVATION.**

5.2 Either party shall have the right to terminate the Agreement immediately without notice, in the event:

- of fraud, embezzlement, negative and incorrect representation of other party, or of a criminal act
- of bankruptcy, appointment of a receiver, dissolution or liquidation of the other party, or
- of a breach or a continuing non-compliance of the obligations under this Agreement, that have not been rectified within 15 days of the notification by the other party of such breach or continuing non-compliance.

The list of shortcomings on the grounds of this article are non-exhaustive.

#### ARTICLE 6: PRICES AND INVOICING

As reward and compensation as well as conditions for the services performed by THE CONTRACTOR, LUXINNOVATION shall pay the fees according to the specified fee structure and conditions in the Agreement.

In case of either unprovided services either early/anticipated termination of this Agreement (for material breach or not), the invoicing will not exceed the work produced / delivered. If Luxinnovation had to support additional costs for the replacement of the consultant, these costs will be deducted from the last invoice of THE CONTRACTOR

#### ARTICLE 7: NON EXCLUSIVITY

LUXINNOVATION is aware of the fact that THE CONTRACTOR may have similar agreements with other companies. LUXINNOVATION explicitly accepts this situation and does not object to THE CONTRACTOR offering services to other companies. By doing so, Parties shall act in accordance to professional ethical standards applicable, and shall, in case of imminent direct conflict, inform the other Party thereof.

#### ARTICLE 8: CONFIDENTIALITY

- 8.1 During the execution of the Agreement, THE CONTRACTOR might have access to certain Confidential Information of LUXINNOVATION and/or its Beneficiaries. Confidential information shall mean any data or information that is proprietary of LUXINNOVATION and/or its Beneficiaries and not generally known/ accessible to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by THE CONTRACTOR whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of LUXINNOVATION and/or its Beneficiaries; and (vi) any information generated by THE CONTRACTOR that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. THE CONTRACTOR acknowledges that the confidential information is proprietary to LUXINNOVATION and/or its Beneficiaries, has been developed and obtained through great efforts by LUXINNOVATION and/or its Beneficiaries, and that LUXINNOVATION and/or its Beneficiaries regards all of its Confidential Information as trade secrets.
- 8.2 THE CONTRACTOR and its staff shall not make any commercial or other use of the confidential information other than for the purpose of this Agreement, without the prior written consent of LUXINNOVATION and/or its Beneficiaries. THE CONTRACTOR shall disclose or deliver Confidential Information only to persons within its organization who have a need to know the same in course of the performance of their duties and shall be bound by obligations of secrecy no less strict than those set out herein and shall not be regarded as third parties. THE CONTRACTOR shall notify LUXINNOVATION and/or its Beneficiaries promptly of its knowledge of any unauthorized use or disclosure of Confidential Information.
- 8.3 THE CONTRACTOR shall not disclose, communicate or in any way divulge any Confidential Information to any other person or entity outside its own organization, or permit its staff to do so. THE CONTRACTOR shall use the same degree of care, but not less than a reasonable degree

of care, to prevent the disclosure of Confidential Information to others as it uses to prevent disclosure of its own confidential or proprietary information.

- 8.4 Notwithstanding the provisions of this article 8, THE CONTRACTOR may use or disclose Confidential Information to the extent THE CONTRACTOR can demonstrate, by clear and convincing evidence that such Confidential Information:
- a) at the time of disclosure to THE CONTRACTOR is generally available to the public, or after such disclosure becomes generally available through no wrongful act of THE CONTRACTOR is rightfully in the possession of THE CONTRACTOR prior to the time of disclosure,
  - b) is disclosed by THE CONTRACTOR in order to comply with the requirements of applicable law or governmental regulations, provided that THE CONTRACTOR gives LUXINNOVATION and/or its Beneficiaries prior written notice of such disclosure and takes reasonable actions to avoid such disclosure or minimize its extent,
  - c) is independently developed by THE CONTRACTOR without the aid, application or use of the Confidential Information received from LUXINNOVATION and/or its Beneficiaries.
- 8.5 THE CONTRACTOR agrees that LUXINNOVATION and/or its Beneficiaries are and shall remain the exclusive owners of their Confidential Information and all patent, copyright, trade secret, trademark, know-how and other intellectual property rights therein. No license or conveyance of any such rights to the THE CONTRACTOR is granted or implied under this Agreement.
- 8.6 Upon termination of this Agreement or at the request of LUXINNOVATION and/or its Beneficiaries, THE CONTRACTOR shall promptly deliver to LUXINNOVATION and/or its Beneficiaries all data, memoranda and other tangible manifestations of, and all materials consisting of Confidential Information (and all copies and reproductions thereof).
- 8.7 All obligations of confidentiality under this Agreement shall terminate three (3) years from the date of the end of the Agreement.
- 8.8 THE CONTRACTOR represents and warrants that THE CONTRACTOR's staff and subcontractors have agreed and are bound by the obligations of secrecy no less strict than those set out herein.

#### ARTICLE 9: INTELLECTUAL PROPERTY

- 9.1 THE CONTRACTOR shall communicate fully all information and know how developed or created during, in the context or as a result of this Agreement to LUXINNOVATION.
- 9.2 Parties agree that all work produced, conceived, created, prepared or developed by THE CONTRACTOR in connection with or during the performance of the Agreement will be considered and deemed "work made for hire" for the benefit and exclusive ownership of LUXINNOVATION, as the Party specially commissioning said work, to the fullest extent permitted by law.
- 9.3 In the event any work shall not be legally qualified as a "work made for hire", THE CONTRACTOR agrees hereby to assign to LUXINNOVATION, in consideration of the fee set above, all right, title and interest in and to such works, including with respect to copyright, all methods and forms of

exploitation (including, but not limited to the reproduction in part or whole, the publication, the editing, the exploitation and reproduction on graphical, mechanical, electronic, magnetical or optical carriers, data-broadcasting via radio waves, cable media, telephone, internet or satellite) worldwide and for the whole duration of the related rights. THE CONTRACTOR shall not, without the express prior written consent of LUXINNOVATION, publish any papers regarding the Results and/or any other information regarding activities under this Agreement.

- 9.4 THE CONTRACTOR shall execute all documents necessary to transfer to LUXINNOVATION all right, title and interest in and to any such work product and shall assist LUXINNOVATION with the registration, modification and/or communication as well as with any act that may be necessary or required to vest the intellectual property rights in the name of LUXINNOVATION.
- 9.5 THE CONTRACTOR represents and warrants that there are no other agreements with third parties that may conflict with the obligations under the provisions of this Agreement, and that THE CONTRACTOR's staff and subcontractors have agreed and are bound by the obligation regarding intellectual property to the same extent than those set out herein.

#### ARTICLE 10: INDEMNIFICATION

10.1 THE CONTRACTOR shall save, defend, indemnify and hold LUXINNOVATION harmless from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) (collectively, "Losses") arising in connection with any and all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, orders, decrees, stipulations or injunctions by a Third Party (each a "Third Party Claim") resulting or otherwise arising from or in connection with:

- a) THE CONTRACTOR and subcontractors' breach of its obligations, covenants, representations or warranties contained in this Agreement and the attached exhibit,
- b) any negligent act or omission or willful misconduct of THE CONTRACTOR, its staff, employees, subcontractors or any individuals involved in the fulfillment of THE CONTRACTOR's obligations under this Agreement,
- c) any actual or alleged infringement, violation or misappropriation of Intellectual Property of a Third Party, or
- d) injury to, or death of, persons or damage to real and tangible personal property which may be caused by THE CONTRACTOR, its staff, employees, subcontractors or any individual involved in any manner in the performance of the Services under this Agreement.

The above obligation of THE CONTRACTOR shall not apply and THE CONTRACTOR shall not be liable for any indemnification or expenses for actions or claims in any way arising from or caused by the negligence, willful misconduct, willful default or breach of the terms of this Agreement by LUXINNOVATION.

10.2 Neither Party shall have any liability of any type, for any special, punitive, incidental, indirect or consequential damages, including, but not limited to the loss of opportunity, loss of use, or loss of revenue or profit, in connection with or arising out of this Agreement.

#### ARTICLE 11: TRANSFER OF AGREEMENT

Neither party is allowed to transfer the obligations under this Agreement without the explicit consent of the other Party to any third party, except that THE CONTRACTOR is authorized to transfer its rights and obligations to an Affiliate.

#### ARTICLE 12: PAYMENT TERMS

12.1 LUXINNOVATION shall pay THE CONTRACTOR for performance of the Services in accordance with the payment schedule set in the Agreement. Payments shall be made in Euro and are due to THE CONTRACTOR within thirty (30) days after the date of receipt of the relevant invoices sent by THE CONTRACTOR.

The sums mentioned in the payment schedule in Exhibit 1 are exclusive of VAT, which, if and when applicable, shall be paid by LUXINNOVATION in addition to the mentioned amounts.

#### ARTICLE 13: NON-SOLICITATION

13.1 Neither Party will, during the term of this Agreement and the period of 12 months following its termination, either directly or indirectly through any other person, firm or company, solicit or entice any employee with whom it comes into contact in connection with the Services to become employed by it or any other person, firm or company and it will not approach any such employee for such purpose or authorize or approve the taking of such actions by any other person, unless such person has been recruited or engaged in the absence of any solicitation by a Party or such person in hired pursuant to his response to an advertisement for a vacant position available to the general public.

13.2 Parties agree that the present level of compensation, as determined in the present Agreement is such that it constitutes sufficient consideration for the duties and obligations imposed by the present Agreement.

13.3 A violation of the duties under the present article, entitles the other party to a lump sum indemnity equal to 3 months of gross salary that was paid to the employee who was enticed or hired away, at the moment of the termination of the contract of employment.

#### ARTICLE 14: FORCE MAJEURE

14.1 Neither Party shall be responsible for delay or failure to perform under this Agreement or under a specific Assignment, if such delay or failure is due to causes unforeseeable and outside the control of that Party, including but not limited to, acts of God, riot or strike, provided however, that it is understood between the Parties that normal weather conditions, commercial impracticability, or inability to procure labour or materials for any reason other than those outside the control of the Party seeking to assert this Section shall not constitute an excuse for failure to perform such obligations within the required time for performance.

14.2 The Party asserting a right to suspend performance under this Article must, without delay by telephone (to be confirmed in writing within two (2) days of the inception of such excused performance), notify the other party of the cause for suspension, the performance suspended and the anticipated duration of suspension. The Party asserting a right to suspend performance hereunder shall advise the other Party when the suspending event has ended and when performance will be resumed.

#### ARTICLE 15: INSURANCE

During the term of this Agreement, THE CONTRACTOR agrees to maintain, at its own expense, sufficient and adequate insurance to meet its obligations hereunder. Upon request, THE CONTRACTOR shall provide LUXINNOVATION certificates of insurance evidencing coverage. Responsibility of THE CONTRACTOR is limited to the amount charged to LUXINNOVATION.

#### ARTICLE 16: GDPR:

16.1 Considering that, in order to carry out his or her task, the consultant will need to process personal data of the Beneficiaries of Luxinnovation, he or she is considered as a subcontractor. In fact, Luxinnovation is considered as data controller.

Within the framework of their contractual relations, the parties agree to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council.

16.2 The subcontractor is authorised to process the personal data necessary to accompany the beneficiaries of Luxinnovation within the framework of the Circular by Design Challenge on behalf of the data controller.

The operations to be carried out involving personal data are the registration of a customer file and the processing of his or her file.

The personal data processed are identification data (surname(s), first name(s), title, position, social security number, city of birth), professional data (position, employer's name) and contact data (fixed/mobile telephone number, postal address, e-mail address).

The categories of persons concerned are: persons legally entitled to represent and commit the beneficiary in the programme.

16.3 For the performance of the service subject to this contract, the data controller provides the subcontractor with the following necessary information: identification data, professional data and contact data relating to the beneficiaries of the Circular by Design Challenge.

The obligations of the subcontractor in terms of GDPR last for the duration of the bilateral contract signed between him/her and the data controller.

16.4 By signing the contract, the sub-contractor agrees to:

- a) Process the data only for the purpose(s) that is/are the subject of the subcontracting
- b) Process the data in accordance with the documented instructions of the data controller set out in the annex to this contract. If the sub-contractor considers that an instruction constitutes a breach of the European Data Protection Regulation or of any other provision of Union law or of the law of the Member States relating to data protection, he/she shall immediately inform the data controller. Furthermore, if the sub-contractor is obliged to

transfer data to a third country or to an international organisation under Union law or the law of the Member State to which it is subject, it must inform the controller of this legal obligation prior to the processing, unless the law concerned prohibits such information on important public interest grounds.

- c) Guarantee the confidentiality of the personal data processed under this contract
- d) Ensure that persons authorised to process personal data under this contract :
  - are committed to confidentiality or are subject to an appropriate legal obligation of confidentiality
  - receive the necessary training in the protection of personal data
- e) Take into account, with respect to its tools, products, applications or services, data protection principles from the design stage and default data protection principles

16.5 The subcontractor may use another subcontractor (hereinafter, "the subcontractor") to carry out specific processing activities. In such a case, he or she shall inform the controller in advance and in writing of any planned changes concerning the addition or replacement of other processors. This information must clearly indicate the processing activities being processed, the identity and contact details [including location] of the processor and the dates of the subcontracting contract. The controller has a minimum period of three weeks from the date of receipt of this information to raise objections. Such subcontracting may only be carried out if the data controller has not raised any objections within the agreed period.

The sub-processor is obliged to comply with the obligations of this contract on behalf of and in accordance with the instructions of the data controller. It is the responsibility of the initial processor to ensure that the subsequent processor presents the same sufficient guarantees as regards the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the European Data Protection Regulation. If the sub-processor does not fulfil its data protection obligations, the initial processor remains fully liable to the controller for the performance by the other processor of its obligations.

16.6 Right of information of the data subjects: It is the responsibility of the data controller to provide information to the data subjects at the time of data collection.

Exercise of the rights of individuals: the processor must assist the data controller in fulfilling its obligation to comply with requests to exercise the rights of data subjects: right of access, rectification, erasure and opposition, right to limit processing, right to data portability, right not to be subject to an automated individual decision (including profiling)

When the persons concerned make requests to the subcontractor to exercise their rights, the subcontractor must send these requests upon receipt by e-mail to [dpo@luxinnovation.lu](mailto:dpo@luxinnovation.lu)

16.7 Notification of violations of personal data: the processor notifies the data controller of any violation of personal data within a maximum of 48 hours after becoming aware of it, by e-mail [dpo@luxinnovation.lu](mailto:dpo@luxinnovation.lu). This notification is accompanied by any useful documentation to enable the data controller, if necessary, to notify the competent supervisory authority of the violation.



#### ARTICLE 17: IMAGE RIGHTS

17.1 The Applicants and Participants give their consent to the Organiser, its affiliates and agents, to use their image and likeness and/or any interview statements from them in its publications, advertising or other media activities (including the Internet) without expecting compensation or other remuneration, now or in the future. This consent includes, but is not limited to:

- a. Permission to interview, film, photograph, tape, or otherwise make a video reproduction;
- b. Permission to use their name;
- c. Permission to use quotes from the interview(s) (or excerpts of such quotes), the film, photograph(s), tape(s) or reproduction(s), in part or in whole, in its publications, in newspapers, magazines and other print media, on television, radio and electronic media (including the Internet).

All the above rights shall be granted worldwide and for a period of 36 months from the selection date

#### ARTICLE 18: MISCELLANEOUS

18.1 Each Party acknowledges that they have read and accept the terms of this Agreement, which constitutes the entire agreement and replaces all other documents and discussions between the Parties. The Agreement may only be amended, modified or changed by written mutual agreement between the parties.

18.2 In the event any of the terms or any part thereof is rendered void or unenforceable by any legislation to which it is subject or by any rule of law, it shall be void and unenforceable to that extent and no further, i.e. not affecting the remaining parts of this Agreement.

18.3 Except if otherwise provided herein, no failure or delay of a Party to exercise any right or remedy under this Agreement shall be considered as a waiver of such right or remedy, or any other right or remedy under this Agreement, nor shall any partial exercise of any right or remedy under this Agreement preclude any further exercise thereof or the exercise of any other right or remedy under this Agreement.

18.4 The provisions of articles 8, 9, 10 and 13 will remain in effect and in full force upon termination and/or expiration of the Agreement.

18.5 THE CONTRACTOR and all its staff working on this assignment, will sign the enclosed "Code of Conduct". In case of delegation of duties by the CONTRACTOR, in no case shall confidential information collected during the programme be shared.

18.6 This Agreement shall be governed and construed under the laws of Luxembourg, and the Parties hereby submit themselves to the exclusive jurisdiction of the Courts of Luxembourg.