

Request for Proposals
Framework Services
Agreement for the FEBA
“Elevating Narratives”
project:
Part 1: Brand Uplift & New
website
Part 2: Collecting and
sharing stories

European Food Banks Federation – FEBA
February, 2025

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1. Invitation to provide a proposal

The European Food Banks Federation (hereinafter referred to as FEBA) is a non-profit organisation incorporated under the laws of Belgium, having its registered address at Chaussée de Louvain 775, 1140, Evere.

This document and its appendices constitute a Request for Proposal (RfP) issued by FEBA for a potential procurement of services (via a framework services agreement) for communications consulting and services through the implementation of the project *Elevating Narratives*, which is constituted of 2 parts. Firstly, a brand uplift, including redefining FEBA brand strategy and upgrading FEBA verbal and visual identity through creating Editorial Guidelines and an Editorial Charter, and creating a new website. Secondly, FEBA aims to create a storytelling campaign. The service will also include proper project management.

With this RFP, FEBA provides information so that the tenderer shall understand FEBA's requirements and scope for the service intended in order to provide a suitable proposal. In the response to this RfP, tenderers should detail the approach they would follow to address all requirements, and the estimated budget for the services inclusive of all additional charges. The submitted tender should be clear and comprehensive so that FEBA is able to have a clear understanding about the tenderer, their ways of working with clients, their suggested expertise and services, their delivery capacity, their human resources, and a detailed budget in order to make an informed decision.

The submitted tenders will be evaluated from a financial and technical perspective, as detailed later in this RfP. The awarded tender(s) will then be invited to negotiate with FEBA the exact scope of the work to be performed in each Work Package, to be contracted at the daily rates proposed in the Financial Offer via a Statement of Work. FEBA may sign one or more Statements of Work under this Framework Agreement, depending on the outcome of the Tender evaluation process.

2. Introduction to FEBA

2.1 About FEBA

Established in 1986 and based in Brussels, the European Food Banks Federation (FEBA) is a European non-profit membership organisation working in collaboration with a network of Full and Associate Food Bank Members in 30 European countries. The daily activity of FEBA Members

consists of recovering, collecting, and redistributing food to charities that assist the most deprived in Europe. In 2023, the 352 Food Banks from the FEBA network redistributed 839,942 tonnes of food to 44,374 charitable organisations providing food assistance to 12.8 million deprived people thanks to the professionalism of 98,662 co-workers (94% volunteers). More information about FEBA is provided in Appendix 1.

2.2 FEBA’s “Elevating Narratives” project

The Elevating Narratives project consists of two parts.

Part 1: “Reinventing the way FEBA communicates” (Brand Uplift & New Website). In this part, our goals are:

- Establishing clear Communication Guidelines for Visual and Verbal Identity
- Redesigning the website

With this in place, we can move into Part 2: “Collecting and Sharing the Stories”, an elevated storytelling campaign that brings FEBA’s work to life by capturing the voices of those who work at the Food Banks across Europe and those they impact. This holistic approach will strengthen our message, amplify our cause, and ultimately support our goal of creating a hunger-free and sustainable future.

In Part 2, we want to increase people’s understanding of the impact of Food Banking on the fight against hunger and food waste. To achieve that, we will first collect stories from FEBA Members (workers, volunteers, and beneficiaries). Then, we will share these voices through a multimedia campaign with impactful pictures, videos, and interviews.

We want to build a movement. By capturing and sharing real stories, we want to give a human face and voice to every step of the food banking process. We want to foster empathy, build community support, and deepen the understanding that Food Banks are not merely storage facilities but lifelines.

Showcasing the work of FEBA Members

FEBA Members operate across Europe with different models and approaches, yet they are all united by a common goal: reducing food insecurity and preventing food loss. Most Food Banks rely on the dedication of volunteers, whose commitment ensures that surplus food reaches those in need.

By highlighting their work, we aim to demonstrate the depth and diversity of food banking—showcasing the innovative solutions, everyday challenges, and human impact behind each operation.

This initiative is not just about telling stories; it is about recognizing the people who make food banking possible and reinforcing the critical role they play in building a more sustainable and hunger-free future.

3. Subject of Procurement

Indicative Budget Information – Edited on 07 February 2025.

FEBA wishes to provide potential tenderers with an indicative budget of EUR 100,000 (Belgian VAT inclusive). This figure is purely hypothetical and provided for guidance only. The actual budget available for the contract(s) will depend on the final agreement on the Statement of Work, which will be determined after the selection process based on the submitted proposals and available funding.

3.1 General Objectives

FEBA aims to conclude a Framework Services Agreement with a third party in order to procure services for the development of the project Elevating Narratives, which consists of 2 parts:

1. Reinventing the way FEBA communicates (Brand Uplift & New Website)
2. Collecting & Sharing the Stories

This award procedure aims to select a contractor who, within the scope of the Framework Service Agreement, may be subsequently contracted to deliver all of the Work Packages detailed in section 3.2.

FEBA will sign the Framework Services Agreement and subsequent Statement of Work service contracts with the selected company.

Remarks:

- FEBA is under no obligation to offer a minimum value of services to any tenderer.
- Once the Framework Services Agreement is signed with the awarded tenderer, FEBA may decide to contract services for one or more proposed Work Packages, depending on the budget availability in 2025.
- The tenderer will be selected based on the evaluation methodology and criteria indicated in section 4.
- This RfP is not to be construed in any way as an offer to contract with your organisation.
- The assignment is non-exclusive, and FEBA keeps the right to procure similar products or services.
- The working language between FEBA and the contractor selected through this procedure will be English.

3.2 Detailed scope of work

The selected tenderer may be requested to support FEBA with the four Work Packages explained in the table below. The tenderer's response to these Work Packages will be used to evaluate the technical and financial offer. However, after award of the Framework Services Agreement, the

exact scope of the Work Packages to be contracted will be agreed upon between FEBA and the successful contractor.

The work will be done in close collaboration with the FEBA Team and especially the FEBA Communications Manager.

WP1	<p>Brand Uplift – Revamp FEBA’s visual and verbal identity to better convey its mission, values, and impact and reach the targets in alignment with its strategic plan. The Brand Uplift exercise must include the 14 FEBA team members, and we expect to have in-person workshops on FEBA premises with the contractor for that purpose. The tenderer should propose the number of workshops that they consider to be adequate for this purpose. No travel costs will be reimbursed for this purpose.</p> <p>1.1 Evaluate current brand assets.</p> <ul style="list-style-type: none"> ○ Review existing visual and verbal communication materials. ○ Identify gaps and areas for improvement. <p>1.2 Develop new brand guidelines.</p> <ul style="list-style-type: none"> ○ Create comprehensive guidelines for visual identity (logo, colour schemes, typography). ○ Establish verbal identity guidelines (tone of voice, narrative, and key messages). ○ Create new templates for communication materials that can be autonomously used by FEBA (icons/illustrations, newsletter, social media, documents, infographics). <p>1.3 Define an implementation plan.</p> <ul style="list-style-type: none"> ○ Help FEBA plan how to present the new brand guidelines to the FEBA network.
WP2	<p>New Website – Redesign FEBA’s website to align with the new brand identity developed in WP1 and improve user experience considering the targets of FEBA. Ideally, the new website must be completed and online on the occasion of the FEBA Annual Convention 2025, which will take place on 17-19 June 2025.</p> <p>2.1 Evaluate current website.</p> <ul style="list-style-type: none"> ○ Review the current website structure, content, and functionality. ○ Identify areas for improvement. <p>2.2 Define website requirements.</p> <ul style="list-style-type: none"> ○ Establish goals for the new website. ○ Define technical and design requirements. <p>2.3 Develop a content strategy.</p> <ul style="list-style-type: none"> ○ Develop a content strategy that aligns with the new brand guidelines. ○ Create new content or update existing content as needed. <p>2.4 Design and develop the website in close collaboration with FEBA team.</p> <ul style="list-style-type: none"> ○ Create design mock-ups. ○ Develop the website according to FEBA feedback. ○ Ensure the website is mobile-friendly, accessible, and appealing. ○ Ensure the website is easy to update and managed by the FEBA team by providing training and helpful guidelines. <p>2.5 Testing and launch.</p>

	<ul style="list-style-type: none"> ○ Conduct thorough testing (usability, functionality, performance). ○ Launch the new website and monitor for any issues. <p>Once this Work Package is concluded, the FEBA team expects to be able to manage the website autonomously.</p>
WP3	<p>Collecting the stories – Gather impactful stories from FEBA Members to highlight the real-life impact of food banking. For this part of the project, FEBA expects the contractor to serve as a consultant to advise and support FEBA in defining the implementation plan and to maximise its potential. Since this work package will require the collaboration of FEBA Members, it might be considered to use the Annual Convention 2025 (mid-June 2025) to engage with the Members on this matter if the tenderer considers this feasible within the timeframe and workload of the other Work Packages. Other external suppliers, such as photographers and videographers, might be necessary to implement this part of the project. Note: The contractor is not expected to accompany the FEBA team to visit the FEBA Members.</p> <p>3.1 Support the development of the story collection plan.</p> <ul style="list-style-type: none"> ○ Support FEBA in defining a strategy to engage with FEBA Members and develop a plan for collecting stories from workers, volunteers, and beneficiaries of the Food Banks. ○ Help FEBA identify key themes and messages to focus on. <p>3.2 Interviewing and documenting</p> <ul style="list-style-type: none"> ○ Edit media files (note: FEBA will visit, conduct interviews with 2 to 4 FEBA Members, and document stories through written narratives, photos, and/or videos (point 3.1)) <p>3.3 Creating content</p> <ul style="list-style-type: none"> ○ Support FEBA in creating compelling content from the collected stories for LinkedIn, the website, and other formats to be proposed by the tenderer. <p>For the purposes of this proposal, tenderers should consider that FEBA wishes to publish 10 Stories in various formats by the end of 2025. In practice, the final approach will be agreed upon between FEBA and the contractor.</p>
WP4	<p>Sharing the stories – FEBA wants to create a multimedia campaign to share the 10 collected stories and amplify FEBA’s message. FEBA expects the contractor to serve as a consultant to advise and support FEBA in planning and implementing this campaign. The campaign must involve FEBA Members to reinforce a sense of belonging among the network.</p> <p>4.1 Define a campaign strategy</p> <ul style="list-style-type: none"> ○ Advise FEBA in developing a comprehensive campaign strategy (objectives, target audience, channels) and defining key performance indicators to measure success.

	<p>4.2 Plan content distribution and engagement activities</p> <ul style="list-style-type: none"> ○ Support FEBA planning the distribution of content across various platforms and media formats (website, social media, newsletters, presentations, brochures, etc) considering relevant dates such as the International Day of Awareness on Food Loss and Waste (29 September 2025), the World Food Day (16 October 2025), or any FEBA events to be scheduled in the second semester of 2025. <p>4.3 Develop monitoring and evaluation processes</p> <ul style="list-style-type: none"> ○ Support FEBA in monitoring the campaign’s performance against agreed KPIs. ○ Support FEBA in collecting feedback and making adjustments as needed. <p>4.4 Reporting</p> <ul style="list-style-type: none"> ○ Collaborate to the final report summarizing the campaign’s impact and outcomes. ○ Provide feedback and recommendations for future campaigns.
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3.3 High-level project timeline

- Project Kick-off – (See proposal process)
- Delivery of WP1 & WP2 – mid-June 2025
- Delivery of WP3 – timeline to be proposed by the tenderer
- Delivery of WP4 – timeline to be proposed by the tenderer
- Project closure – provisionally foreseen for December 2025, depending on the progress of the various Work Packages.

3.4 Project and Quality Management

The contractor must ensure a sound management of the assignment. An experienced project manager shall be appointed for the project by the service provider. The project manager shall be the privileged counterpart of FEBA for all aspects of the work. The project manager shall liaise internally with all services of the contractor and report directly to FEBA.

The tenderers should:

- Organise face-to-face & online workshops at FEBA premises to collect the relevant information for the expected outcomes.
- Describe the project management methodology in the offer.
- Include a proposal for the planning, training, risk management, execution, and follow-up of the project and any other relevant information regarding the successful delivery of the project.
- Foresee adequate knowledge transfer and a technical document for FEBA staff.
- Deliver documentation to be approved by FEBA.

3.5 Other requests

Security measures and protection of personal data

The service provider needs to have the appropriate technical and organisational measures in place to properly secure its systems and the data stored. It is expected that the tenderer will safeguard the personal information of third parties when collecting and editing stories.

3.6 Term

The term of the Framework Services Agreement shall be 24 months.

4. Proposal Process

4.1 Participation

Participation in this RFP is open to service providers with specific expertise in the requested areas. All offers will be accepted so long as they meet the eligibility requirements outlined in this Request for Proposals.

4.2 Submission of proposal

	Date
Publication of Request for Proposals	Wednesday 5 February 2025
Deadline for requesting clarifications	Friday 14 February 2025, 17.00 CET
Deadline for submitting proposals	Wednesday 26 February 2025, 17.00 CET
Intended date of notification of award	Friday 7 March 2025
Intended date of contract signature	Friday 14 March 2025
Intended date of Kick-off meeting	Week commencing 24 March 2025

After the above-mentioned deadline of submission, FEBA will not accept any proposals coming in. No later than one calendar day before the original deadline, the submission deadline can be extended by FEBA.

FEBA retains the right at any moment of the process to stop the RFP process if required. This RFP is not to be construed in any way as an offer to contract with your organisation.

The tenderer will not disclose the terms of their RFP to any third party. The tenderer must not communicate with any other personnel of FEBA regarding this RFP. All information supplied in connection with the RFP regarding FEBA as a result of this tender process shall be treated as confidential and shall not be disclosed to any third party. Likewise, all information not in the public domain and included in the tenderer's proposal will be treated in confidence by FEBA.

4.3 Validity of the proposals

Tenderers are bound by their proposals for 30 days after the deadline for submitting proposals or until they have been notified of non-award.

The selected winner must maintain its proposal for a further 15 days to close the contract.

Proposals not following the instructions of this RFP can be rejected by FEBA.

4.4 Requests for additional information or clarification

In case the tenderers require additional information or clarifications, these should be addressed to the email indicated below. For reasons of transparency and to be fair to all, communication between FEBA and tenderers in relation to this RFP is only possible in writing. Answers will be communicated to all tenderers.

Requesting clarifications on the RFP process should be addressed to the email: m.santos@eurofoodbank.org

Clarification emails should include a subject header in the following format: "FEBA RFP Ref. Elevating Narratives, Request for Clarification, *Company Name*".

Requests for clarification should be submitted to the designated email address by the date and time of the deadline.

For reasons of transparency and to be fair to all, we will not be accepting questions on this RFP via any other channel. FEBA has in any case no obligation to provide clarification.

4.5 Costs for preparing proposals

No costs incurred by the tenderer in preparing and submitting the proposal are reimbursable. All such costs must be borne by the tenderer.

4.6 Clarification related to the submitted proposals

After submission of the proposals, they shall be checked if they satisfy all the formal requirements set out in the proposal. Where information or documentation submitted by the tenderers are or appears to be incomplete or erroneous or where specific documents are missing, FEBA may request the tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit.

4.7 Negotiation about the submitted proposal

After checking the administrative compliance of the tenderers, FEBA reserves the right to negotiate the contract terms with the tenderers. In this negotiation FEBA may ask all tenderers to adjust the proposal or specific sections of the proposal within an appropriate time limit. In case of negotiation, FEBA shall provide further information about the proceedings and timing.

4.8 Evaluation of proposals

The quality of each proposal will be evaluated in accordance with the below-mentioned award criteria. The criteria prioritize technical skills and resources, aligning with the project requirements outlined in the Scope of Work. The evaluation is split into two main areas: technical and financial.

Award criteria:

Technical (60 points maximum):

Evaluation criteria	Max. points
Quality and clarity of the proposed methodology to address all Work Packages, including steps for project management, implementation, stakeholder collaboration, and timelines. Innovativeness and practicality of approaches for brand uplift, website redesign, story collection, and campaign development, tailored to the size and scope of FEBA.	30
Technical expertise of the proposed team in key areas such as Brand development (visual and verbal identity), Website design and development (user experience, accessibility, CMS training, etc.), Storytelling (copywriting, content creation, multimedia formats) and Campaign strategy and monitoring (target audience, KPIs, and engagement strategies).	20
References and examples of successfully completed projects similar in scope and complexity to the Work Packages, particularly for NGOs, non-profits, or mission-driven organizations.	10

Financial Offer:

1. Estimated total cost to deliver each Work Package, broken down by activity, and inclusive of VAT. The cost should be detailed based on each activity foreseen to deliver the service outline in each WP. This will be used to evaluate the financial offer (40 points maximum: calculation method provided below).
2. Daily Rates for the typical team composition required for this project. These rates will be used for any subsequent agreements contracted under the Framework Services Agreement and shall be valid for the duration of the Framework Services Agreement. Please use the template mentioned in Appendix 2 in your proposal.

The financial score will be calculated based on the following formula:

- The lowest total price receives the maximum financial score.
- Scores for other proposals are determined proportionally using a linear equation.

Total maximum score per proposal: 100 points

Exclusion criteria:

The tenderer should be available to allocate adequate resources during the critical implementation period and be able to provide a solution to all requested Work Packages.

4.9 Award

The outcome of the award procedure will be communicated in writing (via e-mail) to the successful and unsuccessful proposers.

4.10 Signature of the Agreement

The FEBA Framework Services Agreement template is attached in Appendix.

The outcome of this RFP will be to conclude a framework service agreement covering the services outlined in section 3.2, for the Term outlined in section 3.6.

No contractual relationship shall exist until a written contract is signed between FEBA and the selected candidate. Please note that FEBA will review the Framework Services Agreement template and may amend prior to signing.

Failure of the winner to sign the contract within a given timeline may constitute grounds for annulling the decision to award the contract.

4.11 Award and terms of invoicing and payment

It is expected that shortly after signature, budget permitting, FEBA will award and contract, under the terms of the Framework Services Agreement, a sub-assignment as covered by the Tenderer's proposal for Work Packages 1 & 2. FEBA and the contractor will agree on the scope of the tasks to be included in this sub-assignment, based on the proposal put forward by the contractor. This sub-assignment will be contracted through a Statement of Work (SoW). All services and ancillary services to deliver WP1-2 will need to be covered by the sub-assignment, and will be charged based on the daily rates provided for in point 4 of the tenders financial proposal.

During the term of the Framework Services Agreement, FEBA may proceed to launch a request for services covering the scope of WP3 & 4, and the scope of this assignment may be revisited and renegotiated at the point of contracting. The daily rates provided for in the financial proposal will apply.

The schedule of payments will be established in line with the agreed timeframe and expected deliverables.

Invoices are payable within 30 days upon receiving invoice and acceptance of services by FEBA.

4.12 Cancellation of the proposal procedure

In the event of cancellation of the procurement procedure, FEBA will notify tenderers of the cancellation. In no event shall FEBA be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a proposal procedure, even if FEBA has been advised of the possibility of damages.

4.13 Ethics clause / Corruptive practices

FEBA reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities, or fraud. If substantial errors, irregularities, or fraud are discovered after the award of the contract, FEBA may refrain from concluding the contract.

The tenderer shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). The tenderer should immediately inform FEBA if there is any change in the above circumstances at any stage during the implementation of the tasks.

4.14 Appeals / complaints

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. Appeals should be addressed to FEBA. The tenderers have 10

calendar days to file their complaints from the dispatch of the award notification e-mail (m.santos@eurofoodbank.org).

5. Format of Proposal

Detailed offers should not exceed 30 slides or 4000 words.

The detailed offer should contain:

- The technical response to the service requested, which must include at least the following components:
 - Technical proposal including methodology, timeline, and approach;
 - Example of a team, including the requested profiles and project management expertise;
 - At least 1 Reference of similar services provided.
- The financial response to the services requested must include the estimate budget for the work requested per WP, and the Daily rates which will be applied for all subsequent Statements of Work. . The Financial offer shall be expressed in Euros.

Manner of Submission: Electronic Submission of Proposal to: m.santos@eurofoodbank.org

Proposals should be submitted to the designated email addresses by the date and time of the deadline mentioned above.

- Language of proposal: English
- Proposal Currency: Euro

Any incomplete proposal will be automatically deemed ineligible.

Responses should be concise and clear. Tenderers are cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counterproposals, if applicable, shall also become an integral part of any resulting contract.

The tenderer confirms that the individual submitting the natural or legal entity's proposal is duly authorised to bind its entity to the proposal as submitted. The tenderer also confirms that it has read the instructions to tenderers and has the experience, skills, and resources to perform, according to conditions set forth in this proposal and the tenderers' proposal.

Appendix 1: Introduction to FEBA

About FEBA

Established in 1986 and based in Brussels, the European Food Banks Federation (FEBA) is a European non-profit organisation working in collaboration with a network of Full and Associate Food Bank Members in 30 European countries. The daily activity of FEBA Members consists in recovering, collecting, and redistributing food to charities assisting the most deprived in Europe. In 2022, the 351 Food Banks belonging to our membership redistributed 876,316 tonnes of food to 44,884 charitable organisations providing food assistance to 12.4 million most deprived people thanks to the professionalism of 97,940 co-workers (93% volunteers).

Our Mission

To contribute to reducing food insecurity mainly through the prevention of food loss and the support and development of Food Banks in countries where they are most needed.

FEBA Activities

- Raising awareness of the Food Banks' activity through advocacy and collaboration with international and European institutions, stakeholders, and organisations;
- Application and audit of its Members on the principles of the Food Banks Charter;
- Exchange and communication of information on the economic and social situation in the different countries and on the actions of the network;
- Training of Food Bank managers with respect to creation, organisation, management, regulatory, and nutritional issues;
- Teaming up with experts, companies, foundations, and other organisations at international and European levels to contribute to the achievement of the organisation's mission;
- To solicit and manage projects and develop partnerships with companies in order to raise funds for the European Food Banks Federation and its Members.

Our Values

Giving, Sharing, European Solidarity, Fighting Food Waste

FEBA Strategic Plan 2022-2026

1.



10% increase of food redistributed

2.



Increase of the ratio persons helped/ persons at risk of poverty

3.



Raise sufficient funding to support FEBA's development and assist members in need

4.



Promote the use of REACT-EU, ESF+ and other EU funding

5.



Federate all existing Food Banks in Europe

6.



Promote integrative national representation

7.



Adherence to the data collection system

Appendix 2: Submission Templates

Financial Template:

- Daily Rate Template: Please follow the table format below. Any profile relevant for the assignment should be listed.

Job Title/Profile	Potential Role and responsibilities during this assignment	Daily Rate (including VAT) in EUR

Appendix 3: Framework Services Agreement Template

FRAMEWORK AGREEMENT FEBA - _____

This Framework Agreement (the "Agreement") is entered into by and between

European Food Banks Federation ASBL, non-for-profit association under Belgium law with registered address at Chaussée de Louvain 775, 1140 Brussels, with enterprise number 0691.585.155, hereby legally represented by Mr. Esteban Arriaga Miranda acting as CEO.

(Hereinafter referred to as "FEBA" and/ or the Party),

And

_____, with registered address at _____, and

registered under the number Vat Nr: _____ herein represented by M.

_____ -acting as _____ (Hereinafter referred to as the "Contractor" and/or the Party),

Hereinafter when referred collectively as to "the Parties"

WHEREAS FEBA is a European non-profit organisation working in collaboration with a network of Full and Associate Food Bank Members in 30 European countries, to contribute to the reduction of food insecurity in Europe through the prevention of food waste and the call for solidarity, by supporting and developing Food Banks in countries where they are most needed.

WHEREAS FEBA requires that Contractor provides certain services to support in _____, as further defined in the article 2 and in the attached Annexes I (RFP) and II (Tender). To obtain said services and/or products, FEBA has conducted a procurement procedure in accordance with its own procurement practices in which it launched a request for proposal (RFP) for the assignment: " _____ " (hereinafter "the Assignment")

WHEREAS, The Contractor has submitted its offer on _____ - (hereafter referred to as the Tender). The Tender of the Contractor meets the requirements set by FEBA and said proposal was scored as the offer which is expected to obtain the Best Value for Money.

WHEREAS, Contractor agrees to perform the Assignment, all upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Article 1.- DEFINITIONS

The following terms used in this Agreement shall have the meaning as set forth hereafter:

Agreement – This Framework agreement under which the Sub-assignments will be executed in accordance with.

Annex(es) – Integrated part of this Agreement as documented in an attachment to this Agreement.

Assignment – The complete services and products that the Contractor will deliver in accordance with the RFP and the Agreement. The Assignment is explicitly described in article 2 and in the Appendices.

Confidential Information - Any information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) under this Agreement (i) that is clearly marked as proprietary and/or confidential when disclosed or, (ii) from which the confidentiality and proprietary nature can be reasonably interfered under the circumstances. Without limiting the generality of the foregoing, the terms and conditions of this Agreement, including prices, are Confidential Information of both Parties.

Consortium – A group of legal entities in the capacity of Contractor who are jointly and severally liable for the performance of the Assignment.

Contractor – The legal entity (or entities in a Consortium) that submitted the winning Tender in accordance with the Assignment and corresponding requirements as formulated in the RFP.

Legal representative – The natural person who, according to the corporate regulations of Contractor, is entitled to bind the Contractor legally.

RFP (Request for Proposal) – Underlying document with which Contractor was asked to submit its Tender provided that it was fulfilling the minimum requirements.

RFP documents – All documents (including the RFP) that are provided by FEBA during the procurement procedure.

Service(s) and/or Products – shall mean the work or services purchased by FEBA and provided by the Contractor, as described in the tender specifications and the Contractor’s proposal.

Grant Agreement (GA) - The Agreement that sets out specific terms and conditions and rights and obligations that are applicable to the specific grants awarded to FEBA.

Sub-assignment – Detailed (partial) assignments within the scope of the Assignment on which the provisions of the Agreement are applicable. The execution of Sub-assignments will always be

preceded by consultation of Parties and an order confirmation and will be reflected in a Statement of Work (SoW).

Tender/ Proposal – The winning offer of the Contractor on which FEBA determined this offer to be the offer which provides the best value for money.

Third parties – All parties except: FEBA, Contractor and all their affiliated entities.

Working day – A calendar day, not Saturday or Sunday, not an internationally respected holiday and/or the equivalent of such a day as respected by FEBA.

Article 2.- SCOPE OF AGREEMENT AND SERVICES

2.1 This Agreement applies to all Services to be rendered by the Contractor to FEBA as further described in the RfP, the Tender and in the Sub-assignments following from this Agreement. The main objective of the Assignment is to _____.

Further details on the scope of work of the current Framework Agreement can be found in Annex I (RfP).

2.2 FEBA may, based on this Agreement, provide Contractor with an order to perform Sub-assignments (additional services as described in the RFP documents and the Tender). This Contract applies to all Services to be rendered by the Contractor to FEBA as further described in future specific contracts/statements of work, and which will form annexes to this Contract. The statement of work template is attached as Annex III.

Any specific request for services will result in a separate specific contract (Statement of Work) for specific Services to be rendered between FEBA and Contractor. The specific statement of work will provide the detailed arrangements for the Services to be rendered thereunder and will be established in accordance with the Annex.

2.3 The following documents (attached as annexes to this Agreement) are an integral part of this Agreement. The Parties agree that all provisions on Contractors forms are deemed deleted. To the extent there is a conflict between these documents than the first mentioned document will take precedence and govern:

- a. The Agreement:
- b. Request for Proposals (RFP) - Annex I
- c. The Tender as submitted on – Annex II
- d. SoW Template/ First Statement of Work – Annex III
- d. Declaration of honour Annex IV

2.4 Modifications or amendments to this Agreement shall be valid only if these are foreseen in the RFP documents and there is written prior consent of both parties to the modifications and/or amendments.

Article 3.- TERM

3.1 This Agreement has a duration of _____ (hereinafter: “the Effective Date”).

3.2 This Agreement will be effective as of the Effective Date and shall remain in effect until _____ (“Initial Term”).

3.3 This Agreement may be renewed by FEBA for _____(X) consecutive _____ periods (“Renewal Term”) up to a total of _____ giving Contractor written notice thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Notwithstanding the above mentioned, the Parties shall negotiate and agree on the extent and duration of the Renewal Term.

3.4 For the avoidance of doubt, the tacit reconduction of the Agreement cannot be interpreted as a renewed commitment from FEBA.

Article 4.- PERFORMANCE OF THE SERVICES – REPORTING

4.1 The Contractor warrants that the Assignment will be performed in a diligent and professional manner, in compliance with industry and legal standards, and in accordance with all specifications, instructions and/or documentation described in the RFP Documents, the Tender or as otherwise agreed.

4.2 The Contractor guarantees that all services and/or deliveries that are carried out, are in accordance with the requirements of this Agreement.

4.3 The Contractor is obliged to give due timely and responsible indication of the outcome of the Assignment.

4.4 The Contractor will make a tailored offer regarding the expected number of deployment hours for each Sub-assignment, in which it may be required to provide FEBA with multiple scenarios (at least two) regarding the level of expertise proposed, so FEBA can make an educated choice with regard to the deployment of the experts (for example on junior or senior level). For the remainder the Contractor will, when carrying out the Assignment, take reasonable wishes (amongst which but not limited to wishes regarding the deployment of junior or senior employees) of FEBA into account where possible.

4.5 Tailored offers with regard to Sub-assignments for copy/printing/” repro” activities can be challenged by FEBA. FEBA is not obligated to assign these activities to Contractor.

4.6 It is the responsibility of the Contractor to further adjust the execution of the Assignment to changing conditions. The Contractor will discuss impending relevant changes in statutory regulations impacting the execution of this Agreement with FEBA in a timely matter.

4.7 The Contractor shall immediately notify FEBA of the (partial)completion of a Sub-assignment if FEBA would otherwise not be aware of it.

4.8 The Contractor reports monthly to which extent issues have occurred during the execution that influence the execution of the Assignment, and which are outside its control and responsibility.

4.9 FEBA may, at any time during the progress of the Services, require additions, deductions, or deviations (all hereinafter referred to as a “Change”) of the Services. All Change requests must be in writing, include any agreed upon price or schedule changes, and signed by an authorised representative of each Party.

4.10 The Contractor shall comply with all reasonable guidelines provided by FEBA for the implementation of services described in the specific request for services.

4.11 Submission by the Contractor of all deliverables indicated in the Agreement shall be considered as the Contractor’s report of services rendered. The deliverables and reports on progress of deliverables shall be submitted by e-mail on a periodic basis, alongside regular update calls.

4.12 The Contractor will ensure that the assigned services and/or deliveries continue in an undisturbed matter and are carried out properly and completely. The Contractor shall always ensure that continuation and execution is not interrupted due to illness, holidays or other reasons for the absence of personnel engaged for the services. The Contractor will immediately take the necessary measures to make the required facilities and/ or the deployment of replacement personnel, as the case may be.

4.13 The Contractor shall refrain from changing key personnel during the execution of this Agreement. If key personnel will have to be replaced, The Contractor shall consult with FEBA regarding such replacements. It being understood that the final decisions regarding allocation of personnel always remains with the Contractor. The Contractor shall in any event be liable for any costs and expenses pertaining to the replacement of key personnel.

4.14 FEBA is under no obligation to offer a minimum value of services under the current Framework Agreement or any of the subsequent Sub-Assignments and Statements of Work.

4.15 The assignment shall be on a non-exclusive basis, and FEBA keeps the right to procure similar products or services to other Contractors.

Article 5.- REMUNERATION, PAYMENT AND TAXES

5.1 Remuneration

5.1.1 The applicable hourly rates for the services are indicated in the Tender (Annex II) such as submitted by the Contractor on _____.

5.1.2 These rates are fixed and specified by the Contractor in Euros and excluding VAT.

5.1.3 Additional services will not be paid for unless the RFP documents contained an explicit possibility to do so, FEBA gave an additional order and parties have written prior consent on the scope and price of the additional services.

5.1.4 Fees may be adjusted as indicated in the Tender for the first time at the first Renewal of this Agreement (___DATE___) provided that the increases of fees can't exceed 5% from the previous financial year and provided that fee reductions are reviewed annually.

5.1.5 Contractor provides detailed statements regarding the services rendered for the time spent by its employees. This is only the case for change requests or additional functional support outside the scope of the current agreement.

5.2 Payment

5.2.1 The remuneration mentioned in article 5.1 will be specified and invoiced at the end of every month. Contractor will render the invoices for the Services performed following the conditions in the specific statement of work.

5.2.2 FEBA shall make payment of a correct and undisputed invoice within thirty (30) days from the receipt of the invoice, unless otherwise agreed upon in the specific request for services. A "correct" invoice is an invoice that meets FEBA's invoicing requirements including, but not limited to, correctly reflecting the fee as agreed upon by the Parties as well as the description of the services ordered and provided. If the payment period defined herein differs from the maximum period permitted by the applicable law, the payment period shall be the maximum payment period permitted by such law.

5.2.3 FEBA will, without prejudice to its obligation to pay, pay Contractor an interest equal to the statutory interest over the period after expiry of the said term that the invoice is stayed unpaid for invoices that remain unpaid for more than 30 days from the date of receipt of the invoice.

5.2.4 FEBA is entitled to suspend payment of invoices or to automatically repay the amount collected by Contractor in case of alleged material misstatement of the facts. FEBA objects to Contractor's invoice before expiry of the payment period or within 30 days of direct debit. In that case the Contractor will remain liable for the execution of the Agreement.

5.2.5 Invoices shall be paid electronically by FEBA to the banking institution/account number provided by Contractor. In the event of a change of banking institutions and/or account numbers, the Contractor shall provide the applicable FEBA thirty (30) days prior written notice.

5.3 Taxes

5.3.1 The Contractor shall take all necessary measures to comply with tax laws and regulations of each country in which it operates for the performance of this Contract.

5.3.2 Except as otherwise provided in this Contract, all duties, taxes and social insurance contributions ("Taxes") arising out of or in connection with Contractor's performance under this Agreement will be paid by Contractor. Contractor shall be solely liable for Taxes based on Contractor's net or gross income Contractor shall indemnify and hold FEBA harmless from its failure to make payment of such Taxes.

5.3.3 The prices set forth in the Tender do not include any VAT or sales tax or any other analogous tax in any relevant jurisdiction ("Transfer Taxes") and are inclusive of any other taxes, custom duties, levies and similar charges.

5.3.4 FEBA shall be responsible for any applicable sales taxes ("Transfer Taxes") with respect to the prices paid for the Services and shall reimburse Contractor for any such Transfer Taxes paid by Contractor on FEBA behalf. Contractor will not charge an otherwise applicable Transfer Tax if the Services are exempt from Transfer Tax.

Article 6.- INDEMNITY LIABILITY AND INSURANCE

6.1. The services provided by Contractor shall always comply with the (local and international) regulations in force at the time of delivery. Contractor will discuss impending relevant changes in statutory regulations with FEBA on time. Contractor indemnifies, hold harmless and defend the FEBA against all claims in this regard.

6.2. To the maximum extent permitted by law, and except as otherwise provided in this Agreement, under no circumstances and under no legal theory, whether in tort (including negligence) contract or otherwise, shall FEBA be liable to Contractor for any special indirect, punitive, incidental or consequential damages resulting from or arising out of or relating to this Agreement, even if FEBA has been informed of the possibility of those damages.

6.3. The Contractor will indemnify, defend and hold harmless FEBA, its employees, agents, and Members (“indemnitees”) from any losses, damages, claims and expenses (including court costs and reasonable attorney's fees) that arise out of or result from: (1) injuries or death to persons or damage to property, including theft, in any way arising out of or relating to the services and/or deliveries, or any person or deliverable furnished by Contractor except to the extent directly caused by the negligence or wilful misconduct of FEBA or Indemnitees; (2) assertions under workers' compensation or similar social insurance claims made by persons furnished by Contractor; or (3) Contractor's breach of any obligations under the following clauses: Taxes, Intellectual Property Rights, and compliance with law.

6.4. The Contractor will provide FEBA, upon request, certificates or proof of insurance that are sufficient to cover the obligations of Contractor under this Agreement.

Article 7.- INTELLECTUAL PROPERTY, OWNERSHIP & EXPLOITATION

7.1. All (intellectual) property rights and related rights, including but not limited to copyright and patent rights, on all results of the Contractor's activities under this Agreement, as well as on the materials used and/or developed thereunder shall be vest with FEBA. FEBA shall maintain the full and unrestricted ownership of the information and materials it delivers to Contractor in the execution of this Agreement.

7.2 The Contractor shall waive all rights relating to such results and shall not reproduce, publish or supply any such results to any third party without FEBAs prior written approval.

7.3 The Contractor is not permitted to use the word / figurative mark or other intellectual property rights of FEBA in any way or for advertising, promotional and/or acquisition purposes, unless with prior written consent of FEBA.

Article 8.- LEGAL REQUIREMENTS – GDPR

8.1 The Contractor shall always during the term of this Agreement comply with all the legal requirements pertaining to its professional activities. FEBA may request Contractor to provide proof of such compliance.

8.2 In the event Contractor qualifies as a processor as referred to in the 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) while Contractor processes personal data for FEBA during the Assignment, Contractor guarantees the application of appropriate technical and organizational measures, for the processing to meet the requirements of the General Data Protection Regulation and the protection of the data subjects is guaranteed. Contractor processes personal data exclusively on commission and based on written instructions from FEBA, except for deviating legal prescriptions.

Article 9.- TERMINATION

9.1 FEBA may terminate this in the event the Contractor breaches any material term or condition and where such breach remains uncured for more than fifteen (15) days after the breaching the Contractor is provided written notice of such breach.

9.2 FEBA or the Contractor may terminate this Agreement by written notice to the other Party if a proceeding is commenced against the other Party under any bankruptcy code and such proceeding has not been discharged, dismissed or terminated within thirty (30) days of its commencement.

9.3 Upon expiration or termination of this Agreement, Contractor shall cease performance of all Services. Notwithstanding the aforementioned, the terms and conditions of this Agreement shall remain in effect for any services not cancelled at such time and any services still to be provided shall continue until such services are completed unless otherwise requested by FEBA. FEBA's liability shall be limited to payment of the amount due for services provided up to and including the date of expiration, termination or cancellation.

Article 10.- CONFIDENTIAL INFORMATION

10.1 "Confidential Information" means any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") under this Agreement (i) that is clearly marked as proprietary and/or confidential when disclosed or, (ii) from which the confidentiality and proprietary nature can be reasonably interfered under the circumstances. The terms and conditions of this Agreement are confidential to both Parties.

10.2 The Receiving Party shall (a) only use Confidential information to exercise its rights and fulfil its obligations under this Contract; and (b) maintain the confidentiality of Confidential Information and not disclose Confidential Information to any third party.

10.3 The Receiving Party's obligation of confidentiality and restriction on use shall not apply to information deemed Confidential Information by the Disclosing Party to the extent that the Receiving Party can reasonably demonstrate that the information was: (i) known to the Receiving Party before receipt from the Disclosing Party under this Agreement without restriction on use or disclosure or a breach of this Agreement at the time of disclosure; (ii) generally available to the public without any breach of this Contract; or (iii) was independently developed by the Receiving Party without use of the disclosed Confidential information.

10.4 Where the Receiving Party is obliged to disclose the Confidential Information, in whole or in part, to comply with a court order, a verdict, an administrative act or a statutory requirement, the Receiving Party shall notify the Disclosing Party thereof without delay and in advance of such

disclosure and shall support the Disclosing Party in defending against the requirement for disclosure or seeking further protection of such confidential information.

10.5 In accordance with Disclosing Party's written instructions, Receiving Party will, at its own expense, destroy (and certify in writing such destruction) or return the original and any copies of Confidential Information, except for a copy of the Confidential Information to be kept in accordance with the Receiving Party's professional standards in order to meet legal requirements. The Disclosing Party shall only provide such Disclosing Party's own or a third party's Confidential Information where such Disclosing Party has the right to do so.

Article 11.- SPECIAL CONDITIONS

11.1 The Contractor acknowledges that FEBA receives grants from the European Commission and other public or private institutions, and that FEBA has the obligation to comply with controls, checks and audits and investigations (hereinafter "Audits") that may be carried out by the Granting institution, the European Court of Auditors and/or the European Anti-Fraud Office (OLAF). The Contractor shall do everything that is necessary to enable FEBA to comply with these obligations.

11.2 More in particular, the Contractor acknowledges and agrees that the European Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under the Grant Agreement also towards the Contractor. The Contractor agrees in this regard to comply with any requests (including but not limited to providing any information and/or documents at first request) made by the European Commission, the European Court of Auditors and/or the European Anti Fraud Office (OLAF) in the context of such audits as to the Agreement and the results of the Agreement by the Contractor.

Article 12.- MISCELLANEOUS

12.1 Assignments

Neither Party will assign this Agreement, in whole or part, without prior written consent of the other Party, such consent not to be unreasonably withheld.

12.2 Waiver

A Party's failure to enforce any right or remedy available under this Agreement will not constitute a waiver of that right or remedy.

12.3 Severability

If any of the provisions of this Agreement and/or in the Annexes is held to be invalid or unenforceable by a court of competent jurisdiction, this Agreement, and other Annexes will be construed as if it did not contain the invalid or unenforceable provision(s).

12.4 Survival

All rights and obligations of the Parties, which by their nature would continue beyond termination, cancellation or expiration of this Agreement and/or a specific request for services will survive.

12.5 English Language

The Parties acknowledge that the terms and conditions of this Agreement are written in the English language and that it is the intent of the Parties that the English translation shall always apply. The Contractor confirms that Contractor understands English.

12.6 Entire Contract

This is the Parties' entire Agreement as to the Services and it supersedes all prior Contracts, proposals, communications, and understandings, whether written or oral. This Agreement can only be amended with a writing signed by authorised representatives of both Parties. All provisions on Contractor's forms are deemed deleted.

12.7 Notices

Any notice or demand described in this Agreement or required by law must be in writing and must be communicated by confirmed facsimile, certified or registered mail, overnight mail or personal delivery addressed as follows:

European Food Banks Federation ASBL, Chaussée de Louvain 775, 1140 Brussels, BELGIUM.

The effective date of a notice will be (I) five (5) days following the date mailed for certified or registered letters, (II) two (2) days following the date for overnight letters, or (III) when delivered, if in person. The above addresses may be changed at any time by giving prompt, written notice as provided above.

12.8 Force Majeure

Neither Party shall be liable for delays in performance or non-performance, in whole or in part – except for payments due - resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, embargo, acts of the government, or other similar causes. In such event, the Party delayed shall promptly give notice to the other party. The Party affected by the delay may: (a) extend the time for performance for the duration of the event, or (b) cancel all or any part of the unperformed part if such delay exceeds ninety (90) days.

12.9 Independent Contractors

The relationship of Parties is that of independent contractors, and nothing in this Agreement or otherwise shall be deemed to create any other relationship, including employment, partnership, agency or joint venture, between Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, franchisor and franchisee, partnership or of a joint venture, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractor.

12.10 non-Exclusive

FEBA expressly agrees that the Contractor also performs services and/or deliveries for other clients, provided that this doesn't interfere with the proper execution of the Assignment between FEBA and the Contractor and/or it doesn't harm (other) interests of FEBA.

Article 13.- APPLICABLE LAW AND SETTLEMENT OF DISPUTES

13.1 Settlement of Disputes

In the event of a dispute ensuing from the interpretation or the performance of this Contract, the Parties undertake to initially seek a friendly solution. If such solution cannot be reached, the dispute will be for the exclusive competence of courts of Brussels.

13.2 Choice of Law

This Agreement will be governed by the laws of Belgium, excluding its choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods.

Article 14.- ELECTRONIC SIGNATURE

Parties agree to waive the obligations resulting from article 1325 of the Belgian civil code, and agree that the signed copies, as provided for in electronic manner, shall be deemed to have the same evidential value as an original (signed) document.

FEBA

By: Mr. Esteban Arriaga Miranda

By: _____

Title: CEO

Title: _____

Signature:

Signature _____

Date

Date: _____