

SUBCONTRACTING AGREEMENT

BY AND BETWEEN:

EY Consulting BV, a Belgian limited liability company having its head office at **1831 Diegem, Kouterveldstraat 7B**, duly represented by [REDACTED] (acting on behalf of a company), Partner,

hereinafter referred to as "**EY**",

AND:

Escuela Andaluza de Salud Pública, S.A. EASP, a Spain limited liability company having its head office at **Campus Universitario de Cartuja. Cuesta del Observatorio, 4. Granada, 18011. Spain**, duly represented by Blanca Botello Díaz

hereinafter referred to as "**The Subcontractor**",

Also hereinafter individually and collectively referred to as "Party" or "Parties".

1. DEFINITIONS

In this agreement, the following terms shall have the following meanings:

- "Agreement" : The present document.
- "Client" : European Commission – DIRECTORATE-GENERAL FOR HEALTH AND FOOD SAFETY (DG SANTE)
- "Contract" : The contract awarded to EY by the Client.
- "Deliverables" : Shall mean the reports, documents, templates, documentation and summaries thereof which are originated and prepared for EY in connection with performance of the Project.
- "Intellectual Property Rights" : All intellectual property rights in any part of the world and shall include, without limitation, patents (including, without limitation, supplementary protection certificates) utility models, registered and unregistered trade and service marks, business and trade names, rights in domain names, registered designs, unregistered rights in designs (including, without limitation, in relation to semiconductor products), copyrights and neighbouring rights, authors rights, database rights, trade secrets, know how, inventions, technical or commercial knowledge, manufacturing or business processes methods and procedures and in each case rights of a similar or corresponding character and all applications and rights to apply for or for the protection of any of the foregoing.
- "Project" : The project as further described in article 2.

2. SUBJECT OF THE AGREEMENT

EY has been engaged by the Client in the context of Framework Service contract – “*Provision of services in the areas of evaluation, impact assessment, monitoring of implementation and other related services in relation to health and food policies*”, awarded following to the Invitation to Tender No EC-SANTE/2025/OP/0006.

EY wishes to engage Subcontractor for the provision of certain services within the scope of the Contract. More specifically, Subcontractor shall assist EY in the preparation and submission of technical proposals in answer to requests for proposal issued by the Client (hereinafter, “Request” or “Request for Proposal”), in order to obtain the award of specific contracts (hereinafter, “Specific Contracts”).

If any Specific Contract is awarded to the Parties, the Subcontractor shall then perform the services as agreed in the technical proposal and in accordance with any specific terms as agreed between the Parties (hereinafter, the “Project”).

The subject of this agreement is to stipulate the respective rights and obligations and the terms and conditions for the performance of the Project.

This Agreement applies in full to all the services carried out by the Subcontractor upon the written request of EY and in no way constitutes a minimum order of services.

3. NATURE OF THE AGREEMENT - INTUITU PERSONAE

3.1. NATURE OF THE AGREEMENT

A LEGAL NATURE

The present agreement is a sub-contracting agreement. EY is the sole contractual party in the Contract.

B NO AGENCY – INDEPENDENT PARTIES

Save as may be provided hereto, each Party shall act as independent contractor and not as the agent of the other Party and, accordingly, shall act with respect to third parties and, notably its suppliers, in its own name and on its behalf only. However, within the framework of the Project, the Subcontractor will comply with EY’s general guidelines and strategic decisions.

3.2 INTUITU PERSONAE

The Agreement is made “intuitu personae”. Therefore, Subcontractor is not entitled to designate any other person or third party for the performance of its obligations without the prior written consent of EY.

Subcontractor is not authorised to subcontract the performance of whole or part of its share except with the explicit prior written consent of EY.

However, EY shall never be deemed a joint employer of any employees or agents performing the services and Subcontractor shall be responsible for any and all claims by those persons.

In addition, Subcontractor shall be solely and exclusively responsible to respect all applicable legislation regarding the employment (including but not limited to work permits and work cards) or service provision, employment conditions, the residence obligations and formalities and for fulfilling all social security and tax obligations in relation to the execution of the Agreement.

4. GENERAL OBLIGATIONS

Each Party will hold discussions in good faith, cooperate and use its best efforts to produce for its own area of each technical proposal, the most favorable and compatible response to the Request for Proposal, in financial and technical respect, which will cause the selection of the Parties for a Specific Contract. Both Parties will continue to work towards this objective through the selection process until a Specific Contract awarding.

Detailed organisation of the Request for Proposal and the Project is described in Annex 2 (Organisation of the Request for Proposal and the Project).

4.1 DUTIES OF EY

EY is specifically in charge of the following:

- (a) to liaise with the Client and in charge of ensuring, to the sole benefit of the Client, and without prejudice to each Party's own responsibility, that the Contract is adequately performed,
- (b) to transfer and forward information and documents between both Parties and the Client and to centralize all documents and information relevant to the Contract,
- (c) to submit the reports and documents from Subcontractor to the Client.

4.2 GENERAL DUTIES OF THE SUBCONTRACTOR

The Subcontractor shall:

- (a) provide the services with professional care and according to the standards defined in the Contract,
- (b) keep EY informed of any problem which might affect the normal and proper negotiation and performance of the Contract,
- (c) provide EY in due time with all relevant information and documents which may be needed for the relationship with the Client. In this respect, the Subcontractor confirms that he will provide accurate and complete information with regard to any document requested by the Client in the course of the Project (such as, but not limited to, the information required to fill in a Declaration on honour, a Letter of commitment etc.) and will keep EY apprised, immediately, of any change with regard to this information. Notwithstanding Article 7 hereunder, the Subcontractor shall fully indemnify and hold EY harmless for any damage resulting from the infringement of the present Article 4.2 (c).
- (d) be the sole responsible for the content and the timely delivery of its Deliverables,
- (e) co-operate with EY in preparing the final report or any memorandum, reservation or claim to the Client,
- (f) assist EY to the best of its abilities in relation to the Contract,
- (g) timely send its respective invoices in relation to the Project.

4.3 REPORTING

The Subcontractor shall be responsible for the presentation, in hard copy as well as in electronic format, of documents meeting the reporting requirements. The Subcontractor will provide full

support and an effective quality control to ensure that the contents and the form of the Deliverables provided meet the highest professional standards. The Subcontractor agrees and acknowledges that EY has a legitimate interest in monitoring and ensuring the quality of its services and the Subcontractor shall provide EY a copy of its working papers and supporting documents related to the Deliverables as EY may reasonably request from time to time.

4.4 INSURANCE

The Subcontractor shall take out and maintain at its own expense an insurance covering its liability under the Contract unless it is already covered under an insurance policy covering all its contracts.

Upon first request of EY, Subcontractor will provide sufficient written proof of the liability coverage under the form of an insurance certificate.

5. FEES

5.1 FEE

In return for the performance of the Project, Subcontractor shall be entitled to a remuneration (VAT not applicable) on the basis of the details of the services provided, as set out in the Order Form for each specific project. The payment schedule will also be set out in the Order form.

5.2 EXPENSES

Furthermore, all reasonable, directly attributable expenses, paid by Subcontractor, for EY, incurred with the prior approval of EY, within the framework of the execution of the Project, will be reimbursed by EY providing the required receipts are submitted.

5.3 INVOICING

Upon acceptance of each Deliverable by EY and the Client, Subcontractor shall be entitled to invoice the fees related to the performance of that Deliverable. Invoices are payable within 45 days after receipt of payment for the same by the Client.

If payment by EY is not made within the aforementioned period, the Subcontractor shall notify EY by registered letter within 7 days after the end of that period. Late payment interests are only due if EY thereafter continues to default without justification in the payment of the invoice.

Information that needs to be included in the Subcontractor's invoice, will be provided by EY for each specific project.

The Subcontractor shall deliver his invoices electronically to EY to the following e-mail address: eyfwc@be.ey.com, and in accordance with the invoicing procedures of EY. In the event the invoicing procedures of EY change, the Subcontractor agrees to amend his invoices accordingly.

6. DEFAULT

6.1 If the Subcontractor fails to fulfill its obligations under this Agreement, it will be given notice by EY to comply within a reasonable time to be determined by EY. If the Subcontractor still fails to duly carry out its obligations, subject to the Client's rights, the inadequately performed obligation and the remaining obligations under the responsibility of the Subcontractor shall be either taken over and corrected by EY, or entrusted to another company, at the cost and risk of the Subcontractor and without any kind of indemnification to the Subcontractor.

6.2 In the event of a default, the Subcontractor:

- shall, at first request, hand over to EY all the relevant documents and information that may be useful or necessary to the continuation of the Project, either in hard or in soft copy at EY's discretion, for the exclusive use in the performance of the Project.
- shall bear any justified increase in the price of the Project which may arise by reason of its default as well as justified loss or damage suffered by EY.

7. LIABILITY

7.1 GENERAL LIABILITY

The Subcontractor shall be fully responsible for the quality of the services and Deliverables and shall be liable for any consequence (including all kinds of penalties and liquidated damages) of their default or defective performance of the Project, subject to the limitations of the Contract.

8. CONFIDENTIALITY

The Subcontractor acknowledges that during the execution of this Agreement, it may be party to strictly confidential and proprietary information relating to EY, its network or EY clients, which EY wishes to keep confidential and proprietary. Subcontractor agrees not to reveal to third parties or use for its own benefit or for the benefit of any other person or entity other than EY, for the duration of this Agreement and after its termination, any commercial, technical, operational, financial or any other information relating to EY, its network or EY clients, of a confidential nature which the Subcontractor received, regardless of the form in which the information was received. Subcontractor acknowledges that all information with respect to this Agreement will be deemed confidential information. The Subcontractor shall use the same means as it uses to protect its own confidential information, but in any event no less than reasonable means, to prevent the disclosure and protect the confidential nature of the information and use it only in connection with activities contemplated under this Agreement.

Subcontractor guarantees that any employees or agents of the Subcontractor employed for the purposes of executing this Agreement shall comply with the above commitment towards EY.

The foregoing restrictions shall not apply to information which is:

- i. already known by the recipient without an obligation of confidentiality;
- ii. publicly known or becomes publicly known through no unauthorized act of the recipient;
- iii. rightfully received from a third party without restriction;
- iv. independently developed by the recipient without the use of the disclosing party's confidential information;
- v. required to be disclosed pursuant to a requirement of a governmental agency or law provided the disclosing party provides the other party with notice of such requirement prior to disclosure where possible.

Upon request of EY or upon termination of this Agreement, the Subcontractor shall return all copies of the confidential information or if requested, certify in writing that all copies of the confidential information have been destroyed.

Unless prohibited by applicable law, EY may disclose information provided by the Subcontractor to other EY firms, EY persons and third parties providing services on its behalf who may collect, use, transfer, store or otherwise process it (hereinafter collectively 'Process') in the various jurisdictions in which they operate for purposes related to this Agreement, to comply with

regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or for the provision of other administrative and IT support services (hereinafter collectively 'Process Purposes'). EY shall be entitled to maintain a file, containing copies of relevant documents, which shall be its property.

This clause 8 shall survive the termination of this Agreement for a period of 3 years.

9. DATA PROTECTION

The Subcontractor hereby explicitly gives its consent that, for the Process Purposes referred to in clause 8 above, EY and other EY firms, EY persons and third parties providing services on EY's behalf may Process information that can be linked to specific individuals ('Personal Data') in various jurisdictions in which they operate (EY office locations are listed at www.ey.com). EY shall Process the Personal data in accordance with applicable laws and professional regulations including, without limitation, the General Data Protection Regulation ("Algemene Verordening Gegevensbescherming). EY shall require all service providers that Process Personal Data on its behalf adhere to such requirements.

When the Subcontractor processes Personal Data on behalf of EY or the Client in the context of the performance of this Agreement, it shall do so in accordance with the Client's requirements as copied in the data processing agreement which is set out in Annex 1 to this Agreement.

10. COMING INTO FORCE - DURATION - TERMINATION

- 10.1** The Agreement shall come into force at the date of the signature by the last Party. It shall in first instance remain valid until fulfilment of all obligations under the Contract and the assignments given in accordance with the Contract.
- 10.2** The Agreement may be terminated at any time by EY upon the provision of 30 days' notice to the Subcontractor. In the event of termination under clause 10.2, EY shall pay all the fees and expenses incurred up to the date of termination.
- 10.3** Early termination of the Agreement due to an early termination of the Contract with the Client is possible provided that all outstanding and payable accounts are settled and no claim or dispute in connection with this Agreement and related to one or several Parties is pending.
- 10.4** In the event of a breach by a Party of its obligations under the present Agreement, the other Party shall notify the breaching Party of its shortcomings by registered mail. Should the breach not be rectified within 14 days, the other Party shall be entitled to terminate the agreement.

In the event of a breach of articles 4.2. (c), 11.3, 11.4, 11.5 and/or 11.9 of the present Agreement, EY shall be entitled to terminate the Agreement with immediate effect.

11. MISCELLANEOUS

11.1 SEVERABILITY

If any of the provisions of the Agreement is found by a competent authority to be void or unenforceable, such provision shall be deemed to be deleted from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect. Notwithstanding the foregoing, the Parties shall thereupon negotiate in order to agree with the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

11.2 INTELLECTUAL PROPERTY RIGHTS

EY shall own all Intellectual Property and other rights in and to the Deliverables under the Project. Such ownership rights shall be exclusive and fully vested in EY, with effect from the date of creation. The Subcontractor agrees to assign and does hereby assign (free from any liens or encumbrances) to EY all rights, title and interest in and to any and all the Intellectual property relating to the Project.

11.3 CONFLICT OF INTEREST

To the extent that Subcontractor provides personnel under this Agreement that will perform services directly on any EY client engagement ("Subcontractor Client Serving Personnel"), the following terms apply:

- Subcontractor shall be, and shall ensure that, Subcontractor Client Serving Personnel are, and shall implement procedures to confirm that Subcontractor Client Serving Personnel remain, free from conflicts or perceived conflicts (collectively, "Subcontractor Potential Conflicts"), prior to engaging with EY to deliver services directly on an EY client engagement as set forth in the present Agreement. Subcontractor Potential Conflicts may include, by way of example, (1) business, employment, or financial relationships with other entities that are involved in the Project ("Involved Parties"), (2) performing or having performed work for the Involved Parties, (3) performing or having performed work for another client with respect to those Involved Parties or (4) performing or having performed work for a third party that could be considered a competitive or commercial conflict.
- To the extent Subcontractor Potential Conflicts exist for Subcontractor Client Serving Personnel who are not participating in the Engagement, Subcontractor shall establish and maintain appropriate business standards, procedures, and controls ("ring-fencing") to ensure that no conflict of interest arises out of Subcontractor's performance of the Services.
- If either Party becomes aware of a Subcontractor Potential Conflict at any time during the course of the Agreement (including based on the foregoing considerations), that party shall promptly notify the other Party, the Parties shall discuss the Subcontractor Potential Conflict as soon as possible, and the Parties shall work together to resolve the Subcontractor Potential Conflict by modifying the Agreement. Such resolution may include requiring the Subcontractor or specified Subcontractor Client Serving Personnel to be recused from the Services, as determined by EY in its reasonable discretion. If the parties are unable to resolve the Subcontractor Potential Conflict, EY may terminate the Agreement to Article 10.4 of this Agreement.

11.4 CODE OF CONDUCT

EY's standards for business conduct can be found in EY's Global Code of Conduct: <http://www.ey.com/gl/en/home/global-code-of-conduct>. The Subcontractor hereby agrees to be informed of and abide by the provisions of EY's Global Code of Conduct during its relationship with EY. The Subcontractor additionally guarantees that any employees or agents of his employed on the assignment will comply with the provisions contained in the aforementioned Global Code of Conduct.

11.5 PROFESSIONAL REGULATIONS

The Parties acknowledge that EY and the member firms of its network are subject to strict national and international regulations, specifically relating to independence. These regulations also apply to the agreements EY enters into with its business partners. If, at any moment during the term of the present Agreement, EY considers that the execution of the Agreement violate national or international regulations, to which EY or one of the member firms of its network are subject to, Parties will in first instance try to amend the present Agreement in order to comply

again with said regulations. If such agreement cannot be reached within a reasonable period of time, EY shall have the right to terminate the Agreement with immediate effect.

To the extent legally permitted, Subcontractor shall provide EY notice of any Change of Control of Subcontractor prior to or at the time such Change of Control becomes effective. For purposes of this Agreement, "Change of Control" of Subcontractor means: (i) a merger, acquisition or consolidation of Subcontractor in which the equity holders of Subcontractor immediately prior to such transaction would own, in the aggregate, less than 50% of the total combined voting power of all classes of equity of the surviving entity normally entitled to vote for the election of directors (or similar officials) of the surviving entity or (ii) the sale by Subcontractor of all or substantially all of its assets in one transaction or in a series of related transactions.

On behalf of Subcontractor and all Subcontractor personnel from time to time substantially involved in providing Services ("Service Providers"), none of the Service Providers will, at any time during the term of the Agreement, be a partner, executive officer, or member of the Board of Directors, employee, or a direct or indirect substantial equity owner (or otherwise with control), of any audit client of EY (collectively, "Client Personnel").

The aggregate amounts contemplated to be paid by EY to Subcontractor under this Agreement, and under all other agreements between any EY Network Firm and Consultant and its affiliates in effect within any 12 month period, shall not exceed 45% of Subcontractor's total revenues during such period.

The Subcontractor shall inform EY of any changes to the foregoing that may occur during the term of this Agreement.

11.6 WAIVER - AMENDMENT

The failure of any Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Parties of any of such provisions, shall in no way be construed to be a waiver of such provisions nor the right of any Party to enforce in the future each and every provision.

No waiver, modification, or Amendment of any of the provisions of the Agreement shall be binding unless it is in writing and executed by a duly authorised representative of each Party.

11.7 NOTICES

Any notice under the Agreement shall be deemed valid upon receipt, provided that it is served by registered mail or by telefax or e-mail and subsequently confirmed by registered mail and shall be deemed to have been communicated from its reception by the receiving party. All such correspondence shall be addressed to the following addresses:

<p>- For EY:</p> <p>EY Consulting BV to Martin Tsingov, FWC Manager Address: Kouterveldstraat 7B – 1831 Diegem Email: eyfwc@be.ey.com</p>	<p>- For The Subcontractor:</p> <p>[The Subcontractor] to M^a José Sánchez Pérez, Project Responsible Address: Cuesta del Observatorio, 4. Granada 18011. Spain Email: mariajose.sanchez.easp@juntadeandalucia.es</p>
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11.8 PROTECTION OF NAMES

Unless the Subcontractor is given prior formal authorisation, he promises not to use the name EY” or “Ernst & Young” alone or in association with the brands and logos and other trade names from the EY network, within the framework of marketing offers or relations with any third party, whether this is during or after the duration of the Agreement.

11.9 ANTI-CORRUPTION

The Subcontractor appreciates the impact of anti-corruption legislation. The Subcontractor confirms that it has a culture of zero tolerance for bribery and has well established policies and procedures around anti-bribery in place. The Subcontractor confirms that both it and its employees and/or agents will comply with anti-bribery regulations.

The Subcontractor will promptly report to EY any request or demand for any undue financial or other advantage of any kind received by any third party in connection with the performance of this Agreement or any Assignment.

The Subcontractor will indemnify EY from any damages, losses and expenses arising from the non-compliance by the Subcontractor or its employees or agents with the anti-bribery regulations.

11.10 EXCLUSIVITY

The Subcontractor agrees to work on an exclusive basis for the performance of the Project. The Subcontractor, including an affiliated company, either directly or indirectly, agrees to refrain from the submission of a proposal or the delivery of services regarding the Contract unless requested by EY.

11.11 GOVERNING LAW AND JURISDICTION

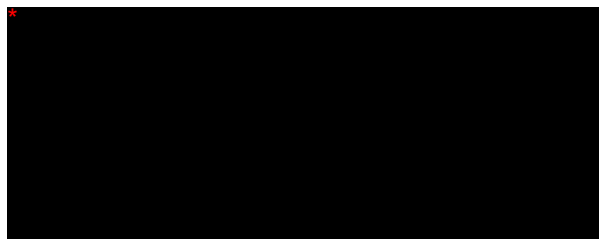
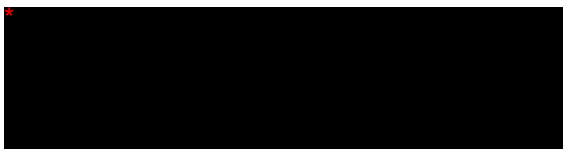
The Agreement shall be governed and interpreted in accordance with the laws of Belgium.

Any dispute arising in connection with the Agreement which is not amicably solved between the Parties within sixty (60) days from the notification of its claim by the most diligent Party to the other Parties shall be subject to the exclusive jurisdiction of the Court of Brussels.

In witness whereof, the Parties hereto have caused the Agreement to be executed by their duly authorised signatories digitally.

For EY:
Name: [Redacted]
Position: Partner
Date:

For the Subcontractor:
Name: Blanca del Rocío Botello Díaz
Position: Managing Director EASP
Date: As of the date of the electronic signature



Annex 1 – Data Protection

WHEREAS:

- A. The Subcontractor shall perform the services as described in the Framework Contract between EY and the Client, with reference “EC-SANTE/2025/OP/0006” (hereinafter called the “Contract”);
- B. In this Agreement, Data Protection Law refers to Regulation 2016/679 of the European Parliament and of the Council 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 (hereinafter “Regulation”). In this Agreement the terms “Personal Data”, “Controller”, “Processor”, “Processing”, “Data Subjects”, “special categories of Personal Data”, “Personal Data Breach” and “Supervisory Authority” have the meaning as defined in the Regulation.
- C. In the course of the provision of services which require the processing of personal data, the Subcontractor will Process Personal Data on behalf of EY, the Data Processor, which has received its instructions from the Client, the Data Controller.
- D. in addition to the provisions of the Contract the Parties wish to record in writing certain additional safeguards in respect of the Processing of Personal Data by the Subcontractor in the context of the provisions of service to the Client.

THEREFORE, THE PARTIES HAVE AGREED ON THE FOLLOWING:

1. EY and the Subcontractor shall comply with applicable Data Protection Law.
2. The subject-matter, nature and purpose of the data processing are included in Exhibit1 to this Agreement. Exhibit 1 also contains an overview of the types of personal data and the categories of Data Subjects.
3. The Subcontractor shall keep confidential the Personal Data that it processes on behalf of EY/ the Client and shall ensure that anyone acting under its authority keeps Personal Data confidential, unless it is required by law or professional regulations to disclose them. It shall Process those Personal Data only on the documented instructions of EY including with regard to transfers of personal data outside of the European Economic Area (“EEA”), unless it is required to Process Personal Data under applicable law. In that case, the Subcontractor shall inform EY of that legal requirement before Processing the Personal Data, unless applicable law prohibits such information.
4. The Subcontractor shall act at all times in compliance with the provisions of the Contract reproduced hereunder and in a manner that allows EY to act in compliance with these provisions at all times.

For the application of these provisions, references to “the contractor” in the present section should be construed as “the Subcontractor” and “the controller” should be construed as both EY and the Client.

In the event the present Agreement foresees more stringent obligations, the Subcontractor shall comply with the more stringent obligations.

Article II.9

“The processing of personal data by the contractor shall meet the requirements of Regulation (EU) 2018/1725 and be processed solely for the purposes set out by the controller.”

The contractor shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this FWC as laid down in Chapter III (Articles 14-25) of Regulation (EU) 2018/1725. The contractor shall inform without delay the controller about such requests.

The contractor may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the FWC. The contractor must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article II.8.

The contractor shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymisation and encryption of personal data;*
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;*
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;*
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;*
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.*

The contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:

- (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;*
- (b) likely consequences of the breach;*
- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.*

The contractor shall maintain a record of all data processing operations carried on behalf of the EY and the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The contracting authority is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services as set out in Article I.9.2) and data security, which includes personal data held on behalf of the contracting authority in the premises of the contractor or subcontractor.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

The duration of processing of personal data by the contractor will not exceed the period referred to in Article II.24.2. Upon expiry of this period, the contractor shall following instruction of EY, at the choice of controller, return, without any undue delay in a commonly agreed

format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of Article II.10, if part or all of the processing of personal data is subcontracted to a third party, the contractor shall pass on the obligations referred to in Articles I.8.2 and II.9.2 in writing to those parties, including subcontractors. At the request of the contracting authority, the contractor shall provide a document providing evidence of this commitment.”

Article I.9

“For the purpose of Article II.9.2,

(a) the subject matter and purpose of the processing of personal data by the contractor is the provision of services in the areas of evaluation, impact assessment, monitoring and other related services linked to the “Better regulation agenda” of the European Commission in relation to health and food policies;

(b) The localisation of and access to the personal data processed by the contractor shall comply with the following:

i. the personal data shall only be processed within the territory of the European Union and the European Economic Area and will not leave that territory;

ii. the data shall only be held in data centres located with the territory of the European Union and the European Economic Area;

iii. no access shall be given to such data outside of the European Union and the European Economic Area;

iv. the contractor may not change the location of data processing without the prior written authorisation of the contracting authority;

v. any transfer of personal data under the FWC to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of Regulation (EU)2018/17251.”

5. The subcontractor shall inform EY:
 - i) without undue delay and to the extent reasonably possible, within 24 hours after becoming aware of the Personal Data Breach;
 - ii) of complaints from Data Subjects whose Personal Data are being Processed by EY,
 - iii) of requests from Data Subjects whose Personal Data are being Processed by EY regarding the exercise of their data protection rights under the Regulation;
 - iv) of an audit by a Supervisory Authority or other competent authority where such is permitted pursuant to the applicable law and regulations.

6. The Subcontractor shall provide EY with reasonable assistance requested by EY in connection with a request from, or audit by, a Supervisory Authority or other competent authority, or in connection with a request or complaint from Data Subjects whose Personal Data are being Processed by the Subcontractor. The Subcontractor shall also assist EY in complying with applicable Data Protection Law that may require EY or the Controller to conduct data protection impact assessments, and to consult with Supervisory Authorities.

7. The Subcontractor shall not outsource the Processing of Personal Data in whole or in part to a subcontractor without the prior written authorization of EY. EY shall be entitled to refuse such authorization without giving a reason or to make its authorization subject to further conditions. The Subcontractor’s subcontractor must also, as a minimum, comply with contractual provisions similar to this Agreement. In case the subcontractor fails to fulfil its data protection obligations under such contract with the Subcontractor, Subcontractor will remain fully liable towards EY for the performance of the subcontractor’s obligations under the outsourcing contract.

8. The duration of the Processing will be governed by the Engagement Agreement. After the end of the provision of services relating to Processing, EY shall, at the choice of the controller, delete or return all Personal Data to the controller and delete all copies unless EY has a statutory or professional duty to store the Personal Data beyond termination of the Engagement Agreement. The Parties acknowledge that EY may keep data retained for back-

up purposes which EY may keep pursuant to its document retention and business continuity policies, provided that the security and secrecy provisions as included in this Agreement continue to apply to them.

9. All legal relationships between the Subcontractor and EY shall be governed by Belgian law.
10. The competent court in Brussels has exclusive jurisdiction to hear all disputes which may arise between the Subcontractor and EY ensuing from or in connection with the Agreement or its implementation

Exhibit 1

Subject-matter, nature and purpose of the data processing:

Data processing shall need to be undertaken in relation to the execution of the activities under the Framework Services contract – “Provision of services in the areas of evaluation, impact assessment, monitoring of implementation and other related services in relation to health and food policies” - EC-SANTE/2025/OP/0006.

Type of personal data:

This shall require the processing of personal data in the form of a name and online identifier in accordance with Article 4(1) of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. Such data shall be accessed in the context of stakeholder consultations.

Categories of data subjects:

Data subjects are identified or identifiable natural persons. These shall concern the following groups of persons:

- Representatives of the European Commission
- Representatives of European Agencies
- Representatives of National Authorities
- Representatives of Civil Society Organisations
- Representatives from Industry
- Citizens

Annex 2 - Organisation of the Request for Proposal and the Project

The following process will be adopted in response to an Invitation to Tender for a Specific Contract (SC):

(a) SC Proposal Preparation

Each Party shall:

- i. Where it is the Consortium Leader, circulate the RfS to the Parties;
- ii. Once the RfS is dispatched, all interested parties must submit their Expression of Interest, including relevant profiles and credentials, within 48 hours.
- iii. Use its reasonable efforts to prepare the SC Proposal;
- iv. Support and assist the SC Proposal Lead in finalising the SC Proposal in the form and according to the schedule necessary for the Consortium Leader to submit the SC Proposal in due time to the Client; and
- v. Provide the Consortium Leader and SC Proposal Lead (as applicable) with all pertinent data, or any information the Consortium Leader reasonably deems necessary for the preparation of the SC Proposal;
- vi. Where they are participating in an SC Proposal, provide quality assurance assistance for the proposal, upon agreement between the applicable parties;
- vii. Submit the final SC Financial Proposal's for quality assurance review no later than 3 days before the submission deadline, and the final SC Technical Proposal's no later than 1 day prior to the deadline of submission of the applicable SC Proposal; and
- viii. Only use rates explicitly agreed between the applicable Parties prior to submission and in relation to the SC Proposal.

(b) Role of the FWC Team

The Parties agree that the FWC Team shall support the Consortium at the various stages of each SC procedure, as set out below.

1. Receipt of the RfS and Dispatch to Consortium Members

The FWC Team shall:

- a. Receive the Request for Services ("RfS") in the functional mailbox.
- b. Dispatch the RfS.
- c. Confirm receipt of the RfS to the Client.
- d. Provide confirmation of GO/NO GO to the Consortium Leader when requested.

2. Qualification Phase

The FWC Team shall support the Consortium Leader in:

- a. Collecting expressions of interest and capabilities from all Parties concerned.
- b. Organising, where needed, a discussion meeting to assess capacity, capabilities, and suitability for the GO/NO GO decision.
- c. and facilitating a kick-off call when the opportunity requires joint mobilisation.
- d. Managing contacts with the Client for clarification questions (Q&A).

3. Submission Phase

The FWC Team shall:

- a. Verify expert profiles against applicable FWC categories and rates.
- b. Collect all parts of the SC Proposal from involved Parties.
- c. Conduct a compliance and format review of the proposal.
- d. Package and consolidate the final SC Proposal.
- e. Submit the final SC Proposal through the platform designated by the Client within the set deadline.

4. Contract Signature and Follow-Up During Project Delivery

- a. If the SC is awarded, the FWC management team shall inform all Parties involved.
- b. The FWC management team shall support the Consortium Leader with the contract-signature process and ensure that the team members are in contact with the Client's counterparties.
- c. Once the project starts, the FWC Team shall manage invoicing processes, and the Parties shall provide timely updates on deliverables and supply the final versions.
- d. Communication between Parties and the FWC Team shall be streamlined and conducted primarily via the functional mailbox.