



# Playfood

## Request for Proposals (RFP)

### GENERAL TERMS & CONDITIONS

#### Article 1 – Scope

These General Terms & Conditions apply to every assignment between EDUQUEST, and the Contractor regarding the development and delivery of the PLAYFOOD digital platform and MVP. Deviations are valid only if agreed in writing.

#### Article 2 – Formation of the Contract

The Contract becomes effective when signed by both parties or when the Contractor begins work at EDUQUEST's request. Supplementary agreements must be confirmed in writing. Invalid provisions are replaced with valid ones reflecting the original intent.

#### Article 3 – Execution of Services

The Contractor shall perform the assignment with professional diligence and in line with agreed specifications and deadlines. For software Deliverables, the Contractor is bound to a result-oriented obligation. Subcontracting requires prior written approval, and the Contractor remains fully responsible for third-party actions.

#### Article 4 – Information and Cooperation

EDUQUEST shall provide necessary information and access for proper execution. If essential information is delayed or incomplete, the Contractor must promptly notify EDUQUEST, and timelines may be adjusted.

#### Article 5 – Confidentiality

Both parties shall treat all information exchanged during the assignment as confidential for five years after termination, unless legal obligations mandate disclosure. The Contractor must ensure that all personnel and subcontractors follow equivalent confidentiality rules.

#### Article 6 – Data Protection (GDPR)

The Contractor must comply with GDPR and Greek Law 4624/2019. Personal data may be processed only within the EU. As the platform concerns minors, no processing of children's



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personal data may occur without explicit written approval and full compliance with GDPR Article 8. If the Contractor processes data on behalf of EDUQUEST, a Data Processing Agreement is required.

For the purpose of GDPR compliance, the Data Controller is EDUQUEST. The designated Data Protection Contact for the Project is Mr. Giorgos Theologis, who may be contacted regarding the exercise of data subjects' rights, data handling practices, or any matter relevant to the processing of personal data.

## **Article 7 – Deliverables and Acceptance**

Deliverables shall be submitted according to the agreed schedule and are accepted only through written confirmation by the Client. If Deliverables fail to meet specifications, they may be rejected and must be corrected at the Contractor's expense within a deadline set by EDUQUEST.

## **Article 8 – Intellectual Property (Dual Licensing)**

All custom-created Deliverables, including the MVP, source code, documentation and design materials, shall become the exclusive intellectual property of EDUQUEST according to the Greek Law, upon acceptance and payment.

The Contractor warrants that the Deliverables do not infringe third-party rights.

## **Article 9 – Integrity and Legal Compliance**

The Contractor declares that it has no final convictions for offences such as corruption, fraud, bribery, money laundering, participation in criminal organizations, terrorism-related activities or offences involving minors, in accordance with Directive 2014/24/EU and Article 73 of Greek Law 4412/2016. The Contractor further declares that it is not in bankruptcy or liquidation, has no overdue tax or social security obligations, and has not engaged in grave professional misconduct. False declarations constitute grounds for immediate termination.

## **Article 10 – Exclusion Grounds**

The Contractor may be excluded from concluding or continuing the Contract if one or more of the following situations apply to the Contractor, to any member of its management, or to any person exercising representation, decision-making or supervisory authority.

### **10.1 Criminal Offences**



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Exclusion applies where the Contractor has been the subject of a final conviction for any of the following offences under Greek law or equivalent offences under the law of another jurisdiction:

1. participation in a criminal organisation (Article 187 of the Greek Criminal Code),
2. corruption, bribery or influence peddling (Articles 159A, 236, 237, 237A, 396),
3. fraud, including fraud against EU financial interests (Articles 386, 386A, 386B, 375, 374, 390 and Directive (EU) 2017/1371),
4. forgery, false statements, document tampering (Articles 216, 242),
5. money laundering or terrorist financing (Law 4557/2018),
6. terrorist offences (Articles 187A and 187B),
7. human trafficking or child exploitation (Article 323A).

A Contractor is also excluded when the conviction concerns a director, manager or legal representative of the company.

## **10.2 Tax and Social Security Compliance**

The Contractor may be excluded if it has violated obligations relating to the payment of taxes or social security contributions under Greek law or the law of the country of establishment, unless such obligations are not overdue or are subject to a binding settlement that is being duly observed.

## **10.3 Financial Instability or Insolvency**

Exclusion may occur if the Contractor is bankrupt, under liquidation, under compulsory administration, insolvency proceedings, or any equivalent legal situation, and cannot ensure reliable execution of the Contract.

## **10.4 Professional Misconduct**

The Contractor may be excluded when it has committed serious professional misconduct, including but not limited to:

- prior termination of contracts due to poor performance,
- provision of false information,
- failure to provide required documentation,
- attempts to improperly influence the Client,
- conflict of interest that cannot be remedied,



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- distortion of competition or collusion with third parties.

## 10.5 Repeated Breaches or Misrepresentation

Exclusion applies if the Contractor intentionally misrepresented information, concealed relevant facts, or attempted to obtain confidential information unlawfully, or if the Contractor's actions undermine trust or integrity.

## 10.7 Timing of Exclusion

Exclusion may occur at any time during the duration of the Contract if the relevant grounds come to light due to actions or omissions prior to or during performance.

## Article 11 – Remuneration and Payment

All fees are exclusive of VAT. Invoices shall comply with Greek tax legislation. Payment shall be made within fourteen (14) days from the date of invoice, unless otherwise agreed. In case of late payment, statutory default interest pursuant to Greek Civil Code and Law 4152/2013 shall apply, along with reasonable collection costs. Additional work or scope extensions shall be charged only upon prior written agreement between the parties. Incomplete or rejected Deliverables are not payable.

## Article 12 – Penalties and Default

If the Contractor fails to meet the agreed deadlines without prior written approval from EDUQUEST, the following penalties may apply:

- Delay of up to 10% of the overall contract duration: penalty of 1.5% of the corresponding milestone value.
- Delay of up to 20% of the overall contract duration: penalty of 2.5% of the milestone value.
- Delay exceeding 30% of the overall contract duration: penalty of 5%, and EDUQUEST may initiate default procedures.
- Repeated delays or failure to attend mandatory meetings: EDUQUEST may impose additional penalties proportionate to the impact on the project.
- Non-compliance with specifications or unresolved deficiencies: the Contractor may be declared in default.
- Upon default: EDUQUEST may terminate the Contract immediately, retain unpaid amounts, and require the Contractor to deliver all work completed up to that point.

Penalties do not preclude EDUQUEST from seeking compensation for actual damages if the breach results in additional loss.



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## Article 13 – Liability

The Contractor is liable for damages resulting from negligence, breach of contract, breach of confidentiality, GDPR violations or intellectual property infringement. Liability exclusions do not apply in cases of gross negligence, wilful misconduct or illegal actions. The Contractor shall maintain sufficient professional liability insurance.

## Article 14 – Termination

Either party may terminate the Contract for cause if the other party fails to remedy a material breach within a reasonable period. EDUQUEST may terminate for convenience with written notice, compensating only accepted Deliverables. Upon termination, all materials and source code produced must be immediately delivered to EDUQUEST.

## Article 15 – Dispute Resolution

Parties shall first attempt amicable resolution. Failing such resolution, disputes fall under the exclusive jurisdiction of the courts of Thessaloniki, Greece.

## Article 16 – Complaints

Any complaint concerning the performance of the Services or the amount invoiced must be submitted in writing within thirty (30) days from the date the issue could reasonably have been identified. Submitting a complaint does not suspend EDUQUEST's payment obligations, unless the Contractor acknowledges the complaint as well-founded in writing. If a complaint is justified, EDUQUEST may adjust the invoice or rectify the Deliverable without additional cost to the Contractor.

## Article 17 – Governing Law

The Contract is governed exclusively by Greek law, including the Greek Civil Code (Articles 361–388 and 681–702), Greek Data Protection Law 4624/2019, Greek Intellectual Property Law 2121/1993, and relevant EU legislation.



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