



Request for proposals

**Legal Services for Start-Ups and Scale-Ups, including
Investment and Asset Management department Germany**

EIT InnoEnergy

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EIT InnoEnergy is the trading brand of InnoEnergy GmbH



1. Table of contents

1. Table of contents	2
2. Overview of EIT InnoEnergy	3
3. Scope of work	3
4. Proposal Process	4
4.1. <i>Participation</i>	4
4.2. <i>Submission of proposal</i>	5
4.3. <i>Validity of the proposals</i>	5
4.4. <i>Requests for additional information or clarification</i>	6
4.5. <i>Costs for preparing proposals</i>	6
4.6. <i>Ownership of the proposals</i>	6
4.7. <i>Clarification related to the submitted proposals</i>	6
4.8. <i>Negotiation about the submitted proposal</i>	6
4.9. <i>Evaluation of proposals</i>	7
4.10. <i>Signature of contract(s)</i>	7
4.11. <i>Cancellation of the proposal procedure</i>	8
4.12. <i>Appeals/complaints</i>	8
4.13. <i>Ethics clauses / Corruptive practices</i>	8
4.14. <i>Many journeys. One welcome.</i>	8
4.15. <i>Annexes</i>	9



2. Overview of EIT InnoEnergy

EIT InnoEnergy is a European company fostering the integration of education, technology, business and entrepreneurship and strengthening the culture of innovation. The challenge is big, but our goal is simple: to achieve a sustainable energy future for Europe. Innovation is the solution. New ideas, products and services that make a real difference, new businesses and new people to deliver them to market. At EIT InnoEnergy we support and invest in innovation at every stage of the journey – from classroom to end-customer. With our network of partners we build connections across Europe, bringing together inventors and industry, graduates and employers, researchers and entrepreneurs, businesses and markets.

We work in three essential areas of the innovation mix:

- Education to help create an informed and ambitious workforce that understands the demands of sustainability and the needs of industry.
- Innovation Projects to bring together ideas, inventors and industry to create commercially attractive technologies that deliver real results to customers.
- Business Creation Services to support entrepreneurs and start-ups who are expanding Europe's energy ecosystem with their innovative offerings.

Bringing these disciplines together maximizes the impact of each, accelerates the development of market-ready solutions, and creates a fertile environment in which we can sell the innovative results of our work.

For more information about our company please visit the following website:

<http://www.innoenergy.com/about-innoenergy/>

3. Scope of work

Background and General Objective

Within the Asset & Investment Management department at EIT InnoEnergy Germany we support entrepreneurial teams on their road to success. We support them in the area of market, technology, IP, commercialization, industrialization, team and access to finance.

These start-ups and scale-ups and the Asset & Investment Management department have a regular need of legal support:

1. For our start-ups this entails general advice on company law, partnerships, contract law, articles of association, shareholder agreement, licenses, ESOP/VSOP, assistance with legal conflicts and procedures. The mentioned services shall be seen as an indication as also other legal services could possibly be requested.
2. For Asset & Investment Management department this entails assistance with articles of association, drafting bilateral contracts under general civil law, shareholder agreements, term sheets, termination agreements, distribution / sales agreements, contracting and negotiation. The mentioned services shall be seen as an indication as also other legal services could possibly be requested.

The requested services will mostly be based on/according to German legislation.



Detailed work scope

Legal advice for start-ups and scale-ups in the DACH region for approximately 400 hours yearly. These hours are indicative and the total amount can vary based on the actual needs. We intend to contract at least 3 parties to avoid a gap fulfilling EIT InnoEnergy's needs if one contracted party is unavailable. It will also be split among all winning parties upon availability and need. Other legal related subjects might be requested that's unforeseen at this stage but will always be on mutual agreement.

General legal support to start-ups and scale-ups supported by EIT InnoEnergy Germany:

- General advice on company law (articles of association, shareholder agreements, deals with venture capitalists, partnerships);
- Contract law (NDAs, commercial contracts, standard T&Cs, supplier agreements, distribution and sales agreements);
- Experience in IP licensing and IP transfer
- Public law, economic regulation and commercial criminal law
- Labour contracts and law;
- Assistance with legal conflicts, negotiations and procedures

The above support can be requested to assist EIT InnoEnergy in its negotiations with the start-up and scale - ups. On the other hand the contracting parties can be asked to assist the start-ups and scale-ups from EIT InnoEnergy's investment portfolio. The requested services will mostly be based on/according to German legislation.

Assignment, Timing & Planning, Invoicing

- The work will be carried out as a consultancy service via remote and telephone and/or online video conference calls on an ad-hoc basis.
- We intend to appoint two to three legal firms and sign a framework contract with each. This is to ensure that there will be a consultant available anytime when needed.
- Per assignment we will choose the legal expert who is best positioned to complete the task at hand, i.e. focus of expertise or availability.
- The total number of assignments will depend on the number of new projects EIT InnoEnergy will acquire, which cannot be foreseen at this point. In case of several activities needed, each party shall be contracted at least once.
- Invoices shall be issued on a monthly basis with detailed timesheets included, separated by specific project.
- Contract period: the service framework contract shall become effective on 01.02.2023 will end on 31.12.2024.
- Exception: All orders placed before the End Date that have not expired remain effective after the End Date.

4. Proposal Process

4.1. Participation

- a) Participation in this proposal procedure is open to all tenderers.
- b) All participants must sign the Tenderers' declaration form attached as Annex 1 and submit it with the proposal. Please note that the tenderer may not modify the text, it has to be



submitted signed as provided by EIT InnoEnergy attached to the request for proposal document

4.2. *Submission of proposal*

	DATE (Calendar dates)
Publishing the RfP on EIT InnoEnergy website	12.12.2022
Deadline for requesting clarification from EIT InnoEnergy	03.01.2023
Deadline for submitting proposals	06.01.2023
Intended date of notification of award	13.01.2023
Intended date of contract signature	26.01.2023

Proposals must be emailed in **English** to the following address to:

Contact name: Elzara Kadyrova and Jana Giardini

E-mail: Elzara.kadyrova@innoenergy.com ; jana.giardini@innoenergy.com

The proposal shall contain:

- **the technical response to the service requested (point 3)**
- **the financial offer (the price for the services.)** The financial offer must be presented in **Euro**. Prices must be indicated as net amount + VAT. Please state your prices based on blended hourly rates.
- **an indication of supplier's insurance coverage.** The proposal must specify whether the supplier has taken out a company liability insurance and/or professional liability insurance including the maximum amount of coverage in **Euro** per event per insurance.

Responses should be concise and clear. The tenderer's proposal will be incorporated into any contract that results from this procedure. Tenderers are, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counter-proposals, if applicable, shall also become an integral part of any resulting contract.

The tenderer represents that the individual submitting the natural or legal entity's proposal is duly authorized to bind its entity to the proposal as submitted. The tenderer also affirms 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.

Tenderers are requested to submit together with their proposal the filled-out Tenderers' declaration form (see point 4.1).

4.3. *Validity of the proposals*

Tenderers are bound by their proposals for usually 90 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 60 days to close the contract.

Proposals not following the instructions of this Request for Proposal can be rejected by EIT InnoEnergy.

4.4. Requests for additional information or clarification

The request for proposal should be clear enough to avoid tenderers having to request additional information during the procedure. In case the tenderers are in need of additional information or clarification, please address it to the address below. **All information requested or answered may only be done through written communication – email only. All questions should be sent prior to deadline for requesting clarification as specified in 4.2. All questions received and provided answers will be published on the EIT InnoEnergy website where this RFP also has been published. In case of complex or high value procurements, EIT InnoEnergy could arrange a clarification session which will be communicated to the tenderers.**

Contact name (s): Elzara Kadyrova and Jana Giardini

E-mail: Elzara.kadyrova@innoenergy.com ; jana.giardini@innoenergy.com

EIT InnoEnergy has 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. Ownership of the proposals

EIT InnoEnergy retains ownership of all proposals received under this tendering procedure. Proprietary information identified as such, which is submitted by tenderer in connection with this procurement, will be kept confidential.

The potential or actual supplier should accept that during the implementation of the contract and for four years after the completion of the contract, for the purposes of safeguarding the EU's financial interests, EIT InnoEnergy may transfer the proposal and the contract of the supplier to internal audit services, to the EIT, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

4.7. 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 dossier. Where information or documentation submitted by the tenderers are or appears to be incomplete or erroneous or where specific documents are missing, EIT InnoEnergy may request the tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit. **All information requested or answered may only be done through written communication – email only.**

4.8. Negotiation about the submitted proposal

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



4.9. **Evaluation of proposals**

The quality of each proposal will be evaluated in accordance with the below mentioned award criteria. The award criteria will be examined in accordance with the requested service indicated in Section 3 of the document.

Evaluation criteria (weight in points)

1. Relevant experience and competence in corporate law and regulations pertaining to venture capital deals in particular which are applicable on German law.

In particular, the following experiences are of relevance:

- a) Experience in company law (articles of association, shareholder agreements, deals with venture capitalists, partnerships),
- b) Experience in contract law (NDAs, commercial contracts, standard T&Cs, suppliers agreements, distribution and agency agreements),
- c) Experience in IP licensing and IP transfer
- d) Experience in Public law, economic regulation and commercial criminal law
- e) Experience in labor contracts and law,
- f) Experience in legal conflicts, negotiations and procedures.

Evaluation based on CV and references. Lead/senior consultant should have at least 10 years of experience (maximum point: 30).

2. Expertise in drafting, negotiation and reviewing corporate contracts and shareholders` agreements or resolutions that require notarial form, i. e. transfer of shares, amendments to the articles of association, increase in share capital, capital measures and mergers (maximum point: 20).

3. Track record on availability and responsiveness in dealing with time-critical ad-hoc requests (We will put the (offer) mentioned response time in the contract). Please also provide a proof of your overall staff capacity in the relevant area of expertise (maximum point: 10).

Total technical score: 60 points maximum

g) Price/total cost - lowest offered expert unit price per hour shall receive the highest score, other shall be calculated in relation to that in linear equation. (maximum point: 40) Please base your offer on blended fixed hourly rates, otherwise your offer can't be considered during the evaluation process.

Total financial score: 40 points maximum

Total maximum score: 100.

4.10. **Signature of contract(s)**

The successful and unsuccessful tenderers will be informed in writing (via email) about the result of the award procedure.

For the contract the Service Agreement in Annex 2 shall apply. Any change desired by the tenderer in the provisions contained in the body of this Service Agreement needs to be



communicated to EIT InnoEnergy as part of the proposal of such tenderer. Background for this is that such desired changes need to be taken into account in the evaluation of the proposal of each tenderer under Liability Exposure above. Significant changes are likely to lengthen the negotiation process, making it less likely that the Service Agreement can be signed in time.

Within 5 (five) days of receipt of the contract from EIT InnoEnergy, the selected tenderer shall sign and date the contract and return it to EIT InnoEnergy. Upon receipt, EIT InnoEnergy shall also sign and send back to the winner one signed copy. In case the winning tenderer is unable to enter into the contract within the above mentioned time period, EIT InnoEnergy may decide to contract the second best.

4.11. Cancellation of the proposal procedure

In the event of cancellation of the proposal procedure, EIT InnoEnergy will notify tenderers of the cancellation. In no event shall EIT InnoEnergy 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 EIT InnoEnergy has been advised of the possibility of damages.

4.12. 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 EIT InnoEnergy. The tenderers have **5 (five)** days to file their complaints from the receipt of the letter of notification of award.

4.13. Ethics clauses / Corruptive practices

EIT InnoEnergy 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, EIT InnoEnergy may refrain from concluding the Contract.

The supplier 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'). He should inform EIT InnoEnergy immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

4.14. Many journeys. One welcome.

Diversity, inclusion and equality of opportunity are core EIT InnoEnergy values. We are committed to extending the same warm welcome to everyone, whatever their personal journey. We strive to ensure every voice is heard.

We value the contribution that different viewpoints make to our business of innovation. Having a variety of perspectives at all levels also equips us to meet the needs of the diverse communities we serve.

We extend our commitment across the career cycle. We recruit people from diverse backgrounds—for example, as of 2022, we employed 39 nationalities split 50-50 male-female. We then ensure that every member of our team is involved and valued, and receives equal recognition and opportunities for advancement.

In all areas of the employee experience (including recruitment, compensation and career development), and in all dealings with customers and communities, EIT InnoEnergy staff will value



merit regardless of age, social status, race, colour or genetic features, disability, ethnic/social origin or national minority membership, gender, gender reassignment, sexual orientation, language, marital or partnership status, political or any other opinion, economic status, religion or spiritual belief.

Although we do not use this as a vendor selection criterion, we are interested in learning from others, and would be happy to receive anything about your Diversity values or policy that you would care to offer.

4.15. Annexes

Annex 1: Tenderers' Declaration form

Annex 2: Draft Contract Template