



Request for proposals

IP Services for Start-Ups/Scale-Ups

EIT InnoEnergy

Company KIC InnoEnergy SE, acting through its Benelux co-location

Registered Office Kennispoort 6th floor · John F. Kennedylaan 2 · 5612 AB Eindhoven · The Netherlands

Phone +31 (0) 40 240 60 31 · email info@innoenergy.com · VAT-ID 8500.04.287.B.01 · Bank ABN Amro Bank

Account number 46.58.19.958 · IBAN NL44ABNA0465819958 · SWIFT ABNANL2A

EIT InnoEnergy is the trading brand of KIC InnoEnergy SE



1. Table of contents

1.	Table of contents	2
2.	Overview of EIT InnoEnergy	3
3.	Scope of work	3
4.1.	<i>Participation</i>	5
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>	6
4.10.	<i>Signature of contract(s)</i>	7
4.11.	<i>Cancellation of the proposal procedure</i>	7
4.12.	<i>Appeals/complaints</i>	7
4.13.	<i>Ethics clauses / Corruptive practices</i>	7
4.14.	<i>Annexes</i>	8

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 maximises 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

Our start-ups and scale-ups have a need for IP support and advice on a regular basis. The contractor will supply services to start-ups and SME's, to draft and prosecute patent applications from beginning to end. EIT InnoEnergy wishes to procure during the duration of the contract the services of the contractor in order to support these companies.

EIT InnoEnergy will call ad hoc on the contractor to perform:

- A short intake meeting (via Skype or phone);
- A quote;
- The services described in the quote.

This tendering procedure aims at concluding the conditions that will govern:

- The price quotations from the contractor when requested by EIT InnoEnergy during the period of the contract;
- The delivery of services from request until completion.
- Follow up on procedures of existing patents should be free of additional cost.

The following deliverables should be considered:

1. Your company profile including the curricula of your staff that will execute the assignments;

2. Your timing and planning;
 - a. From request – to – offer
 - b. From order to delivery of patent drafting
 - c. Your price structuring of assignments. We recognize that patent attorney and related services are highly bespoke, yet we would like to see clarification in your proposal:
 - A. A fee structure for filing a patent with a breakdown stipulating:**
 - a. The price for drafting an average patent application (25 pages – 5 drawings);
 - b. The price for filing a patent application in the Netherlands and/or Belgium incl. a search report
 - c. The price for filing a patent application at the EPO
 - d. The price for filing a patent application at the WIPO (PCT) with a preceding national/regional procedure
 - e. The price for requesting examination at the EPO
 - f. The hourly rate charged for patent attorney work done in drafting
 - g. The hourly rate charged for patent attorney work done during prosecution
 - B. A fee structure for filing a trademark with a breakdown stipulating:**
 - a. The fee for assessing the proposed trademark on its ability to match the criteria by the EUIPO and giving feedback to the requesting officer of EIT InnoEnergy;
 - b. The fee of registration formalities and correspondence during the filing of procedure until end of opposition period at the EUIPO, USPTO, and WIPO assuming an uninhibited procedure.
 - c. The fee of additional and periodic costs for monitoring the registration of submissions of relevant third-party trademarks (Trademark alert service).
 - d. An hourly rate for services when during the registration procedure EUIPO or third parties contest the registration of the trademark
 - C. While under the framework agreement specific assignments such as freedom to operate studies or IP asset valuation may require a fixed fee offer, in the absence of such fixed offer or within the scope of fixed fee offers, hourly rates shall apply and be as specific in the framework being:**
 - a. An hourly rate for (strategic) council related to the prosecution, enforcement, and defense related to intellectual Property rights.
 - b. An hourly rate for services related to the enforcement of IP rights or/and defence in relation to 3rd party IP rights.
 - D. Please provide – when applicable in the above – the formal office fee AND the fee you charge for your service separately.**

Location, timing, planning, reporting:

Start date & period of implementation: the intended start date of the contract is 13-08-2022 and the period of implementation of the contract will be until 12-08-2025.

In case the budget covers 1 extra year to provide support for the services presently tendered, EIT InnoEnergy Benelux intends to extend the contract with the winner of the present supplier selection process for 1 additional year. This will be done through a direct award procedure to cover the services for 08-2025 until 08-2026. This extension is subject to financial coverage and high-quality performance of the contractor as well as a continuing need for the services but does not bind EIT InnoEnergy to carry out this special procedure.



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 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)
Sending out RFP invitations to the potential supplier	23-05-2022
Deadline for requesting clarification from EIT InnoEnergy	06-06-2022
Deadline for submitting proposals	13-06-2022
Intended date of notification of award	27-06-2022
Intended date of contract signature	04-07-2022

Proposals must be emailed in **English** to the following address until the deadline 13-06-2022 to:

Contact name: for the attention of Ms. Yvonne van Erp

E-mail: yvonne.van-erp@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.
- **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.

Response 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.

4.3. Validity of the proposals

Tenderers are bound by their proposals for 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, please address it to the address below. **All information requested or answered may only be done through written communication – email only.**

Contact name: for the attention of Ms. Yvonne van Erp

E-mail: yvonne.van-erp@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 the proposal 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 can 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.

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

1. Project experience and competences of the members of the proposed project teams, evaluated based on the CVs submitted by the firms. The IP experience of the firm should be expressed in number of years and fields. Minimum requirement of IP attorney expertise is 3 years (40 points max.)
2. Methodology approach of project timing and planning (20 points max).
3. Liability exposure: tenderer with excellent insurance coverage and least changes to contract template shall receive the highest score (10 points max).
4. Price of total cost: lowest offered expert unit price shall receive the highest score, other shall be calculated in relation to that linear equation (30 points max).

Total technical score: 70 points maximum

Total financials score: 30 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 1 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. Significant changes are likely to lengthen the negotiation process, making it less likely that the Service Agreement can be signed in time.

Within 5 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 the tenderer 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

In case the tenderer believes that he/she has been harmed by an error or irregularity during the award process may file a complaint. Appeals should be addressed to EIT InnoEnergy. The tenderer has 5 days to file the 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. Annexes

Annex 1: Draft IE's contract Template

Annex 2: Tenderer's declaration form