

Request for proposals

Framework Agreement - Legal Services

EIT InnoEnergy

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2. Overview of EIT InnoEnergy

EIT InnoEnergy is one of the World's leading climate tech investors. As a European company with global reach, we are driven by one goal; to accelerate and increase the impact of the innovations we support. In doing so, we help create lasting economic growth and hundreds of thousands of jobs while driving forward Europe's goal of becoming the first climate-neutral continent by 2050. We invest in companies and people spanning the entire innovation cycle from classroom to end customer across a broad range of areas.

Some of our key achievements since the start in 2010 at a glance:

- We have built the largest sustainable energy innovation ecosystem in the world, with +1200 partners and 35 shareholders from the industry, finance, research, and academia. These include firms like Volkswagen AG, Siemens Financial Services, Stena Recycling, Renault, EDF, ING, Engie, Total or Naturgy.
- Since being founded EIT InnoEnergy has supported 500+ start-ups and we are currently invested in appr. 300 portfolio companies.
- In 2022, Startup Genome ranked us as Europe's #1 and the world's #2 impact investor in cleantech. Further rankings include (2020): #1 most active energy investor globally (Pitchbook), the #2 global energy tech investor 2016-2020 (CB Insights), and the #3 largest climate investor by number of deals (PwC).
- We were one of the first investors in Swedish battery manufacturer Northvolt as well as up and coming industry leaders such as Skeleton Technologies, Verkor, Vulcan Energy Resources and H2 Green Steel.
- We play a leading role in the development of three strategic value chains – the European Battery Alliance (EBA), the European Green Hydrogen Acceleration Centre (EGHAC) and the European Solar PV Industry Alliance (ESIA) all of which aim to decarbonise Europe's industry, create millions of jobs and strengthen its competitive position in the world.
- Our EIT InnoEnergy Master School has attracted students from all over the world. To date, we have >1,600 graduates.

By connecting innovators, industry leaders and educational institutions, we foster sustainable energy solutions, support startups and drive global impact. With a vast network, reliable and contributing partners and pioneering initiatives, we are at the forefront of creating a more sustainable energy future.

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. We focus on the following thematic areas, and related subcategories:

Energy storage

Lithium-ion batteries value chain (from raw material to recycling), innovative battery and energy storage technologies (e.g., alternative chemistries, redox flow batteries, pumped hydro), alternative storage business models.

Renewable energies

Solar PV, wind off- and onshore, ocean power (e.g., Wave/Tidal), hydro, solar thermal, other power generation technologies (e.g., fusion).

Energy for transport and mobility

Urban smart mobility for people and goods, e-mobility and energy efficiency for road transport, innovative technologies for rail, marine, plane.

Sustainable buildings and cities

Residential, non-residential, district/city, industry (both hardware, software a/o business model).

Energy efficiency

Thermal systems and equipment, electrification components and systems, water treatment and water efficiency, monitoring and data analytics.

Energy for circular economy

Bioeconomy, waste solutions, power-to-X and CCU.

Smart electric grid

Infrastructure systems and services, grid edge technology and energy sharing solutions, power system cyber security, infrastructure protection.

Green hydrogen applications

Hydrogen storage and production, industrial hydrogen applications.

Mission

Our vision is to become the leading engine of innovation in the field of sustainable energy. 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 to the market.

EIT InnoEnergy supports and invests 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.

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

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

3. Scope of work

The start-ups and innovation projects (Innovation) have regularly a need of legal support. EIT InnoEnergy as a company, is also in need of legal advice on internal issues and on internal projects from time to time.

- A) for our start-ups this entails general advice on company law, partnerships, contract law, article of association, shareholder agreements, licenses, assistance with legal conflicts, negotiations and procedures.
- B) for our innovation projects we need support of B2B contracting and negotiation, e.g., return on investment for KIC InnoEnergy AB (fee agreements) and consortium agreements, and have a need to be able to provide legal services.
- C) for internal projects there is a need of legal advice and support for various subjects specified in the next paragraphs.
- D) and any other unforeseen advice related to contracts based on actual need.

Estimated number of hours per year: 1 600 hours per year

- Legal advice for our start-ups, our innovation projects and for our internal needs and projects in Sweden and in other countries where we may have supported start-ups or innovation projects: approximately 1 600 Total Yearly Hours.

It is important to note that the allocation of total yearly hours is indicative, and that the total amount can vary based on the actual needs and shall be determined based on mutual agreement between EIT InnoEnergy and the contracted party. Therefore, these hours are only indicative to support the pricing and shall not bound EIT InnoEnergy in any way to commit and use the estimated total number within a year.

For the assignments, the following should be considered:

The areas where legal support services to start-ups supported by EIT InnoEnergy are needed are the following:

- 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 agency agreements)

- Collaboration agreements
- Processes related to capital increases
- IP licensing and transfer
- Compliance
- Taxes
- Labour contracts and law
- Assistance with legal conflicts, negotiations, and procedures
- Agreements related to European collaboration the field of R&D involving national and European funding agencies and academic institutions
- Commercial agreements between the start-ups and their customers
- Incitement agreements in start-ups – such as option agreements
- Financial performance indicators (EBITA etc.)
- Company law (dealings with venture capitalists, partnerships)
- Experience in R&D contracts (grant agreements, consortium agreements, project agreements, exploitation of results)
- Legal support in relation to Exit processes

The areas where legal support services to innovation projects supported by EIT InnoEnergy are needed are the following:

- Support of B2B contracting and negotiation
- Consortium agreements of the partners to an EIT InnoEnergy project
- Return on investment deals for KIC InnoEnergy AB (called Fee Agreements)
- Legal support in relation to Exit processes

The areas where legal support services to internal EIT InnoEnergy projects are needed are the following:

- Related to investment management and corporate governance throughout the complete investment cycle, i.e. from preparing and negotiating around EIT InnoEnergy's initial engagement and investment, to the complete shareholding period until exit or other liquidation event
- Examples are legal advice in conjunction with capital increases, shareholders agreements, investment agreements, ROI-agreements and arising conflicts between EIT InnoEnergy and ventures
- Legal support in relation to Exit processes

For services related to innovation projects EIT InnoEnergy corporate legal department must be involved. Thus, not solely collaboration with KIC IE AB, however, also collaboration between the selected service provider and corporate legal team is expected.

Please provide a single point of contact for the legal services of your firm in the offer, which shall always be at Partner level.

Please note that EIT InnoEnergy requires the below minimum work mix of expert categories during the contract implementation to provide the highest quality services. Tenderers are welcome to provide a higher share of senior expertise but please note that you are obliged during the contract's duration to comply with your proposed work mix. Failing to meet the minimum required work mix during tendering shall lead to technical non-compliance.

Minimum required work mix:

- Partners and/or Senior Lawyers should cover minimum 75% of the total hours
- Junior Lawyers should cover minimum 25% of the total hours

The contract's duration is for a period of 24 months starting 2024-01-01 and ending by 2025-12-31. In case the budget coverage for future support for the services presently tendered, plus the continuing need for the legal services provided by the tenderer, EIT InnoEnergy intends to extend the contract with the winner of the present supplier selection process with another 2 years for the period of 2026-2027. This will be done through

a direct award procedure. This extension is subject to financial coverage and high-quality performance of the contractor as well as continuous need for the services, however this does not bind EIT InnoEnergy to carry out any.

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 and it must be submitted signed as provided by EIT InnoEnergy, attached to the request for proposal document.

4.2. Submission of proposal

| | DATE |
|---|------------|
| Publishing RFP date | 2023-11-15 |
| Deadline for requesting clarification from EIT InnoEnergy | 2023-12-08 |
| Deadline for submitting proposals | 2023-12-20 |
| Intended date of notification of award | 2024-12-22 |
| Intended date of contract signature | 2024-01-02 |

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

Contact name: for the attention of Mrs. Johanna Lindahl

E-mail: johanna.lindahl@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 SEK. 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 SEK 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 counterproposals, 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 their proposal together with the filled-out Tenderers' declaration form (see point 4.1).

Tenderers are required to provide a fixed price offer containing all costs related to the services mentioned in the contract. Below please find the presentation on how to create the financial offer.

The tenderers are asked to propose hourly pricing quoted in SEK, specifying the seniority of the Lawyers, no deviation is allowed within the contract duration unless specifically mentioned in the offer. The pricing may only be adjusted according to the official inflation rate of Sweden published by Statistiska Centralbyrån (Swedish Statistical Office).

Table 1 - Example for legal firm pricing:

| Lawyer type | Minimum involvement (from total estimated hours) | Hourly fee | Total |
|-----------------------------|--|------------|--|
| Partner | 1 200 hours | A price | |
| Senior | | | |
| Junior | 400 hours | B price | |
| Grand total estimated price | | | $(1200 \times A) + (400 \times B) = Z$ |

The financial offer shall be evaluated based on the calculated grand total price indicated as “Z”. Please base the offer on 1 600 hours of work for the purpose of equal comparison. The offer providing the lowest grand total price receives the maximum point, while all other prices shall receive a linearly lower score.

Please note, the maximum working hours are 8 hours a day. The overtime or extra hours exceeding the maximum daily working hours will not be covered by EIT InnoEnergy.

The terms of payment of EIT InnoEnergy are detailed in attached Annex 2.

4.3. Validity of the proposals

Tenderers are bound by their proposals for 60 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 need additional information or clarification, please address it to the address below. **All information requested or answered may only be done through written communication – e-mail only. Answers will be provided via the EIT InnoEnergy call for proposal section on the website. All questions should be sent prior to the deadline for requesting clarification as specified in 4.2. In case of complex or high value procurements, EIT InnoEnergy could arrange a clarification session which will be communicated to the tenderers.**

Contact name: for the attention of Mrs. Johanna Lindahl

E-mail: johanna.lindahl@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 the 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 %)

1. Legal experience and competences of the members of the proposed legal team (evaluated based on the CVs submitted by the firms) (80%).
The experience of the proposed legal team should be expressed in a number of years and fields (for junior level a minimum of 3 years; for senior level a minimum of 5 years; for partners a minimum of 10 years).

The following competences should be incorporated in the CVs:

- Experience in company law (articles of association, shareholder agreements, deals with venture capitalists, partnerships)
- Experience in contract law (NDAs, commercial contracts, standard T&Cs, supplier agreements, distribution, and agency agreements)
- Experience in collaboration agreements
- Experience in processes related to capital increases
- Experience in IP licensing and transfer
- Experience in compliance
- Experience in tax law
- Experience in labor contracts and law
- Experience in legal conflicts, negotiations, and procedures
- Experience in agreements related to European collaboration the field of R&D involving national and European funding agencies and academic institutions
- Experience in commercial agreements between the start-ups and their customers
- Experience in incitement agreements in start-ups – such as option agreements
- Experience in contract law (commercial B2B contracts)
- Experience in financial performance indicators (EBITA etc.)

- Experience in R&D contracts (grant agreements, consortium agreements, project agreements, exploitation of results)
2. Proposed methodology and timing. The level of detailedness and compliance with our RFP and your proposed methodology shall be evaluated and scored linearly. (20%)

Total technical score: 100 (70% weight of total score)

3. Price or total cost: lowest offered total price “Z” shall receive the highest score. Other price offers will be calculated in relation to that in linear equation (30%).

Total financial score: 100 (30% weight of total score)

(Total technical score x 0,7) + (Total financial score x 0,3) = Total maximum score (100)

The winner shall be the one with the highest aggregate score summed from technical and financial scores. The contract will be offered to the winning tenderer.

4.10. Signature of contract(s)

The successful and unsuccessful tenderers will be informed in writing (via e-mail) 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. The background for this is that such desired changes need to be considered 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 days of receipt of the contract from EIT InnoEnergy, the selected tenderer shall sign and return the document to EIT InnoEnergy. Upon receipt, EIT InnoEnergy shall counter sign and provide a copy to the winning tenderer. In case the winning tenderer is unable to enter the contract within the above-mentioned period, EIT InnoEnergy may decide to contract the second-best tenderer.

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 3 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. Annexes

Annex 1: Tenderers' Declaration form.

Annex 2: Draft Contract Template.

