

Request for proposals

Legal Services for InnoEnergy and its asset portfolio

Years 2025 – 2026

EIT InnoEnergy

Company InnoEnergy GmbH

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EIT InnoEnergy is the trading brand of InnoEnergy GmbH

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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

Important Notice:

This tender covers contract duration from January 2025 to December 2026 (2 years), with the possibility to prolongate the contract for another one year.

We intend to appoint three (3) legal advisory firms and sign a framework contract with each party. This is to ensure that there will be a consultant available anytime needed.

Background and General Objective

The scope and nature of EIT InnoEnergy's different activities calls for various types of contracts and agreements which we conclude with our partners.

The appointed legal expert will mostly draft and review agreements based on existing templates or create new agreements as well as support EIT InnoEnergy in negotiating the exact conditions for the individual project at hand, although other legal services may be required as well, for instance in relation to the settlement or handling of legal disputes. The legal services will predominantly be governed by German law, but occasionally other (European) jurisdictions may also become relevant, especially in the case of new joint ventures / company building.

Type of contracts and legal documents that we may require assistance with include

- bi- as well as multi-lateral agreements with other parties (corporates / industry / research etc.) to establish new companies / joint ventures (« company builder »)
- bi- as well as multi-lateral agreements with other parties and commercializing parties, with ventures we have invested, in such as:

- fee agreements that secure a success-based fee for EIT InnoEnergy
- joint venture agreements as a basis for regulations and cooperation of several project partners in innovation projects
- exit agreements in case of early termination of contracted activities
- articles of association
- drafting bilateral contracts under general civil law
- shareholder agreements
- term sheets
- termination agreements
- distribution / sales agreements
- convertible loan agreements
- Investment Agreement
- Exit agreement (share purchase and transfer agreement)
- settlement agreements in case of disputes
- any other type of contracts

Detailed scope of work

The experts will

- draft new agreements according to the terms negotiated with the target,
- detail agreements, based on existing agreements/templates provided by InnoEnergy, according to the terms negotiated with the target,
- review and mark-up of terms and conditions and corporate documentation,
- support in the process to negotiate the detailed terms with the target where necessary,
- finalize contracts / agreements.

General legal support to asset portfolio supported by InnoEnergy:

- 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
- Assistance with legal conflicts, negotiations and procedures
- Exit activities
- M&A activities
- In its role as board member in portfolio companies
- Other legal ad hoc services under German law

The above support can be requested to the benefit of InnoEnergy in its negotiations with the asset portfolio companies, in which case the service provider will only represent the interests of InnoEnergy, another service provider will then be used for the asset, to avoid conflict of interest.

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 three legal firms and sign a framework contract with each party. 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 and/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.
- Invoices shall be issued on a monthly base with detailed timesheets included, separated by specific project.
- Contract period: the agreement automatically terminates on 31.12.2026. Services requested before the termination date may still be accepted, delivered and paid.
- The contract may be extended for another year until 31.12.2027 (to be discussed in time before the end of the initial 2 years).

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)
Publishing RFP	25.11.2024
Deadline for requesting clarification from EIT InnoEnergy	29.11.2024
Deadline for submitting proposals	05.12.2024 (CET)
Intended date of notification of award	13.12.2024
Intended date of contract signature	19.12.2024

Proposals must be emailed in English to the following address:

Contact name: for the attention of Mrs. Tanja Mikszas

E-mail: Tanja.Mikszas@innoenergy.com

The proposal shall contain:

- **the technical response to the service requested (point 3).**
- **the financial offer (the price for the services) as blended hourly rate.** 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.

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

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 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. 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. Tanja Mikszas

E-mail: Tanja.Mikszas@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)

In particular, the following experiences are of relevance:

1. Relevant experience and competence in corporate law and private equity matters and venture capital matters, in particular within German law. Evaluation based on CV and references.

Lead/senior consultant should have at least 10 years of experience.

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 Public law, economic regulation and commercial criminal law

d) Experience in legal conflicts, negotiations and procedures.

(Total: 40 points)

2a. Track record for different types of contracts, M&A and respective negotiations between parties, preferable in the Climate Tech industry – please give examples that prove your experience and competence.

2b. Expertise in drafting, negotiating 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, exit agreements, SPA for sale of shares (e.g. secondaries), etc.

(Total: 20 points)

3a. Track record and competencies in drawing up different kinds of ROI agreements in the context of private-public partnerships – please give examples that prove your experience and competence.

3b. Guarantee on availability and responsiveness in dealing with time-critical ad-hoc requests (We will put the mentioned response time in the contract). For regular requests we expect a response within 3 working days, for time-critical requests we expect a response within 24 hours (will be indicated separately).

Please provide proof of your overall staff capacity in the relevant area of expertise.

(Total: 10 points)

Total technical score: 70 points maximum

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: 30 points maximum**Total maximum score: 100 points**

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 10 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 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: Service Agreement

Annex 3: Service Agreement Adendum