

# Request for Quotation

**For:** Law Firm Panel for EIT Climate-KIC inclusive of Climate-KIC International Foundation (Climate-KIC Group) 2024-2026

**Date:** 13 May 2024

## 1 Overview

### 1.1 Executive Summary

This is a Request for Quotation (RFQ) that details EIT Climate-KIC's requirements for services. Please treat this document in accordance with the confidentiality obligations detailed further in this document.

Services and/or goods requested	The Climate-KIC Group seeks to obtain effective legal services across Europe particularly focusing on Corporate (inclusive of notarisation support), Commercial and Employment expertise. Expertise relevant to non-for-profit organisations and specifically the Dutch ANBI regime will also be beneficial.
The legal entity requesting these goods and/or services	<ul style="list-style-type: none"> <li>• Climate-KIC Holding B.V. <ul style="list-style-type: none"> <li>○ Climate-KIC Holding B.V. Belgian Branch</li> <li>○ Climate-KIC Holding B.V. Sucursal en Espana España (Spanish Branch)</li> <li>○ Climate-KIC Holding B.V. Zweig-niederlassung Oesterreich (Austrian Branch)</li> <li>○ Climate-KIC Holding B.V. UK Branch</li> <li>○ Climate-KIC Holding B.V. Italian Branch</li> <li>○ Climate-KIC Holding B.V. Spanish Branch</li> <li>○ Climate-KIC Holding B.V. French Branch</li> <li>○ Climate-KIC Holding B.V. Zürich Branch (Swiss Branch)</li> <li>○ Climate-KIC Holding B.V. SPÓŁKA Z OGRANICZONA ODPOWIEDZIALNOSCIAODDZIAŁ W POLSCE (Polish Branch)</li> <li>○ Climate-KIC Holding B.V. Magyarországi Fióktelepe (Hungarian Branch)</li> <li>○ Climate-KIC Holding B.V. Denmark, Filial af (Danish Branch)</li> <li>○ Climate-KIC Holding B.V. German Branch</li> <li>○ Climate-KIC Holding B.V., Podružnica v Sloveniji Slovenian Branch</li> </ul> </li> <li>• Stichting Climate-KIC International Foundation <ul style="list-style-type: none"> <li>○ Climate-KIC International Foundation Belgian Branch</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>○ Climate-KIC International Foundation UK Branch</li> </ul>
Services and/or goods will be delivered to the following locations	<p>Services will be delivered remotely to the following locations:</p> <ul style="list-style-type: none"> <li>● The Netherlands</li> <li>● Belgium</li> <li>● Spain</li> <li>● Austria</li> <li>● UK</li> <li>● Italy</li> <li>● Spain</li> <li>● France</li> <li>● Switzerland</li> <li>● Poland</li> <li>● Denmark</li> <li>● Germany</li> <li>● Slovenia</li> </ul>
EIT Climate-KIC Contract Manager for submitting quotes and inquiries	<p>Jourdan Wetzlar  Legal and Procurement Business Partner  Jourdan.wetzlar@climate-kic.org</p>
Proposed contract term for successful candidates	2 years commencing 01 June 2024

### 1.2 Timelines

EIT Climate-KIC has set the following indicative timelines for this RFQ:

Planned Date*	Milestones
13 May 2024	RFP issued to bidders
Within 2 business days of receiving this RFP	Bidders to confirm they will respond to RFP
3 business days before the Submission Deadline	Deadline for bidders to submit questions on the RFP
31 May 2024	Bidders submit proposals / Submission Deadline
Expected June 2024	EIT Climate-KIC team to review proposals EIT Climate-KIC to gain clarification from bidders
Expected June 2024	EIT Climate-KIC review and decision
Expected June 2024	Supplier selection/ contract award
Expected 1 July 2024	Proposed contracts start date

\* EIT Climate-KIC reserves the right to amend this timetable during the RFQ.

### 1.3 How you can participate

1. Review the RFQ documents provided by EIT Climate-KIC.
2. Email the Contract Manager letting us know you will submit a quotation (within 2 business days if possible).
3. If you have questions on the RFQ, email the Contract Manager at least 3 business days before the submission deadline. We aim to respond in a timely manner wherever possible.
4. Submit a quote following the requirements at Section 0 by the Submission Deadline stated at Section 1.2.
5. EIT Climate-KIC will assess bids and notify bidders following the timeline at Section 1.2.

## 1.4 About the EIT Climate-KIC

EIT Climate-KIC is Europe's largest public-private innovation partnership focused on climate change, consisting of dynamic companies, the best academic institutions and the public sector. EIT Climate-KIC is one of three Knowledge and Innovation Communities (KICs) created in 2010 by the European Institute of Innovation and Technology (EIT). The EIT is an EU body whose mission is to create sustainable growth. We support this mission by addressing climate change mitigation and adaptation.

We integrate education, entrepreneurship and innovation resulting in connected, creative transformation of knowledge and ideas into economically viable products or services that help to mitigate climate change. See <https://www.climate-kic.org/> for more information.

## 2 Confidentiality

All information provided in this Request for Quotation (hereinafter "RFQ") document and any information that may be subsequently disclosed during discussions, correspondence and negotiations is confidential and must not be disclosed to any other party or used for any other purpose whatsoever without the prior written permission of Climate-KIC Holding B.V. or relevant subsidiary (hereinafter "EIT Climate-KIC").

The Supplier must not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the Supplier's group or use them for any purpose other than for the preparation and submission of a response to this RFQ. The Supplier must not make any press announcements or publicise in any way EIT Climate-KIC's name, this document, the quotation process or any subsequent agreement without the prior written consent of EIT Climate-KIC.

EIT Climate-KIC may require the execution of Non Disclosure Agreement as part of this RFQ or for future commercial engagements. As part of preparation for the submission of the response and in any subsequent negotiations, the Supplier is allowed to disclose confidential information to others within the Supplier organisation, external advisors or subcontractors, provided that the confidentiality conditions are adhered to.

Employees of either party who have access to confidential information must be notified of their obligations with regard to confidentiality and of the disciplinary proceedings which will result if confidentiality conditions are breached.

## 3 Who are we?

As a small legal team, we focus our efforts on providing the necessary infrastructure to allow our colleagues to make impact. We are fuse of both legal and procurement and adopt a business partnering approach to ensure the legal backbone we uphold allows the organisation to self-serve itself. The areas we cover as vast and include corporate, commercial, fundraising, anti-fraud and conflicts, employment and intellectual property just to name a few.

We also manage the legal affairs of the Climate-KIC International Foundation forms part of a wider Climate-KIC network. The Foundation was created to advance our mission and climate driven goals. The Foundation provides opportunity to move our network to an agnostic, multi funder world. A large part of the existing strategy includes the operationalisation of the Foundation, by transferring existing functions into this structure rather than predominately being carried out via our NFP B.V entities.

Our operations for 2024 and beyond will therefore undoubtedly have a focus on the Foundation as the controlling entity of the group and we are therefore asking for firms to provide their approach to pro bono support and non for profit rates.

## 4 Specification

### 4.1 Scope

To ensure the success and robust legal environment of the Climate-KIC International Foundation, numerous reputable law firms are being approached across Europe for local, international legal support.

#### **Expertise**

Specifically, Corporate (inclusive of notarisation and registration support); Commercial (including Investments); Employment legal expertise are being requested to service the group across 13 locations in Europe (please see executive summary for further information).

The anticipated services are, but not limited to;

- Provide advice on various legal issues related to the categories noted above
- Review and/or provide draft contracts;
- Represent EIT-Climate KIC in formal negotiations and litigation cases where necessary
- Represent EIT Climate-KIC before public authorities (including business registers) for purposes relating to the incorporation, merger, acquisition, registration, deregistration, liquidation and dissolution of corporate entities
- Draft and/or review policies and procedures where appropriate
- Provide other such legal services as may be requested from time to time

#### **Pro Bono Support**

As noted above given the entrance of Climate-KIC International Foundation and its position as the controlling entity of Group, we would like the service provider to outline their approach to pro bono support inclusive of non-for-profit rates.

#### **Other**

Services related to this Scope may be requested on a day rate or fixed fee basis. Please ensure a rate card is included with your submission and any other applicable costs associated with supplementary services.

The contract will be appointed to a panel of providers. A panel of up to 10 Law Firms will be selected and then appointed contractually prior to delivery of services. Appointment to the Panel does not guarantee award of work. EIT Climate-KIC reserve the right to seek quotation from one or more panel members during the duration of the contract at our own discretion.

EIT Climate-KIC reserves the right to award the contract to more than one third party supplier to achieve suitable capabilities for the geographical coverage described. Bidders are encouraged to make it clear in their proposal what countries they can evidence experience in and note any geographical limitations to the coverage of these services.

### 4.2 Service Level Requirements

In providing goods and/or services to EIT Climate-KIC, the following service levels are requested:

- Services are requested during business hours 9am to 6pm CET on business days.
- Services may be required outside general business hours and flexible working arrangements are requested.
- The provider is to propose a suitable service level agreement to ensure key elements of goods and/or services delivery are defined, aligned and tracked over time. This should include escalation channels, performance indicators / targets and mechanisms for remediation of ongoing missed performance targets (e.g. credits, rebates or reimbursement).

- The service provider should be generally contactable and responsive during business hours by phone or email.
- Services should be delivered by professionally competent and appropriately experienced individuals.

### 4.3 Sustainability

In order to uphold our commitment to sustainability, EIT Climate-KIC aims to minimise any negative impact we may have on the natural and built environment by effectively managing our resources.

In the efforts to procure in a sustainable manner with minimal impact, the following requests are made of the bidder:

- The services are to be delivered digitally following a paperless policy
- Climate-KIC wishes to hear about suppliers' specific sustainability plans to minimise environmental impact. Please share your approach and policies if applicable.

### 4.4 Required Experience and Capabilities

The team or individuals delivering the services should be able to demonstrate the following experience and capabilities:

- Experience in Corporate, Commercial (including Investments) and Employment Law internationally or at a minimum across Europe and the locations where we operate. ANBI and non-for-profit expertise is also beneficial but not mandatory.
- Written and spoken language competency, at a minimum in the European locations where we operate.

### 4.5 Payment & Invoicing

- Payments will be made following provision of a correctly rendered undisputed digital (via email) invoice to EIT Climate-KIC. The EIT Climate-KIC contract manager will inform the successful bidder where to submit invoices.
- Payment terms associated with delivery of the goods and/or services must be not less than net 30 days.
- EIT Climate-KIC can provide a purchase order number to be referenced on invoices.
- Where EIT Climate-KIC is requesting services over longer periods of time, we ask that bidders invoice in a pay as we go model (e.g. billed on a monthly consolidated invoice based on work completed or completion of deliverables).
- Requests for deposit payments are generally not accepted.
- If the bidder is requesting any form of payment prior to delivery of goods and/or services, this must be raised with EIT Climate-KIC.
- If submitting invoices for subscription services, please ensure these fees are itemised and priced at line level.
- Each Law Firm will have a proposed contract manager and all invoicing shall be done centrally via that individual. They will be responsible for gathering all invoices from the various jurisdictions and consolidating into one monthly invoice.

## 4.6 Contract Management

A framework agreement is proposed for award of work.

EIT Climate-KIC can share their standard terms and conditions but will consider the bidder's own terms and conditions on the basis that the bidder can incorporate the following:

- EIT Climate-KIC requires that that service providers provide an indemnity to EIT Climate-KIC for breach of third party intellectual property rights;
- EIT Climate-KIC's primary source of funds is the European Institute of Innovation and Technology (EIT) [eit.europa.eu/](http://eit.europa.eu/). Consequently, EIT Climate-KIC is obliged to pass through certain FPA/SGA terms to all service provider and service providers are required to agree and comply with such terms. See <http://www.climate-kic.org/policies/>;
- In addition, EIT Climate-KIC will ask that service providers comply with the Ethical Standards for Climate-KIC Contractual Counterparties available at <https://www.climate-kic.org/policies>
- Service providers are required to comply with EIT Climate-KIC's standard data protection clauses (can be provided in advance on request) and provide an indemnity for any breach;
- The liability of the service provider to EIT Climate-KIC (and affiliates) to be uncapped in respect of breach of data protection clauses. For all other heads, liability of the service provider to EIT Climate-KIC (and affiliates) may be capped at a reasonable multiple of fees not less than 2X. If applicable, EIT Climate-KIC liability to service provider also be similarly capped;
- No indemnities extended by EIT Climate-KIC to service providers.

## 4.7 Account Management

The provision of services associated with this RFQ will be subject to the following account management requirements

- A dedicated account manager is required
- At least one account management meeting scheduled each year
- The service provider can discuss and agree on the frequency and scope of periodic account management meetings with the EIT Climate-KIC Contract Manager

# 5 Award Criteria

EIT Climate-KIC will assess bids based on the following factors:

Component	Weighting
Cost – the total cost for providing the scope.	40%
Ability of bidder to fulfil the scope of services, in a manner consistent with EIT Climate-KIC's objectives and those of this project, as evidenced by its Response.	30%
Experience and Capabilities – ability to meet the requirements at Section 4.4 as evidenced by its response.	30%
<b>Total</b>	<b>100%</b>

# 6 Instruction to Bidders

## 6.1 Responding with your quote

EIT Climate-KIC are requesting the following are submitted to bid on this contract:

1. A **Response** that sufficiently details the bidder’s offer and responds to the requirements contained in this document.
  - The bidder is kindly asked to include their trading name, VAT or tax identification number (if applicable) and registered trading address (*please note, address is not required for an individual*).
  - A critical feature of this response shall be the jurisdictions and areas of expertise your firm operates within.
2. A **Quotation** that meets the requirements described at Section 6.2

Any alternative solutions or services that the bidder may wish to bring to the attention of EIT Climate-KIC should be included at the end of your response. EIT Climate-KIC reserves the right to reject RFQ responses that do not confirm with these guidelines.

**All responses shall be made to the Contract Manager (refer Section 1.1) via electronic copy**

## 6.2 Quotation requirements

EIT Climate-KIC request that bidders quote in the following manner as appropriate to delivery of the services:

- Please provide itemised quotations in Euros and specify if the quote includes / excludes VAT or any other taxes;
- Provide a rate card for relevant grades of legal advisers that will be conducting services for EIT Climate-KIC (e.g. day rate) instead of averaged rates. These may be used for additional services.
- Travel and subsistence for these services are strictly limited. Domestic travel and subsistence will not be reimbursed unless agreed in advance and in writing with EIT Climate-KIC. If you require international transport and/or accommodation, please make this clear and estimate costs in your quotation. Time for travel will not be billable hours.
- Include all applicable costs or charges associated with providing the goods and/or services in your quotation.
- Please quote on a company letterhead or similar company form where possible with the resolution described in **Table 1** at a minimum.

**Table 1:** Provided quotations to include the following details

Item and unit cost (in Euros excluding VAT)	
• Services as per Section 4.1	•
• <b>Any other required costs associated with the services</b>	•
TOTAL (if applicable)	
Fixed Fee (if applicable)	
Rate card for services (per day/hour, in Euros excluding VAT):	
• Associate– €/hour	•
• Partner – €/hour	
• Any other (e.g. paralegal, junior, etc.) - €/hour	

### 6.3 Subcontracting guidance

It is not anticipated that the delivery of these services will require subcontracting

### 6.4 Terms of this RFQ

1. Your response should be submitted according to the instructions as detailed in this section and should be valid for a period of at least six (6) months from the bid due date. Any response submitted outside the scope defined may be rejected without provision for re-submission.
2. Any further information pertaining to this RFQ, of whatever nature, must be directed to the Contract Manager detailed in Section 1.1. If a point of clarification materially affects the RFQ, our response will be circulated to all bidders, otherwise the response will only be sent to the bidder seeking clarification.
3. If any doubt exists concerning any element of this RFQ, a clear statement should be made on the assumptions taken to arrive at your quoted costs, or alternatively contact us prior to submitting your response to seek clarification.
4. Entering into contractual arrangements with EIT Climate-KIC in connection with this RFQ does not guarantee work will be awarded.
5. EIT Climate-KIC reserves the right to reject any response(s) received after the submission date/time.
6. EIT Climate-KIC reserves the right to undertake post-bid negotiations with none, all or a shortlist of bidders.
7. EIT Climate-KIC, at its sole discretion, reserves the right to accept or reject any or all of the responses received and not to award any business and shall not be bound to give reasons for any decision. Only the execution of a written agreement between an EIT Climate-KIC entity and a supplier(s) will obligate an EIT Climate-KIC entity in accordance with the terms and conditions contained in such agreement.
8. EIT Climate-KIC reserves the right to procure services from alternative suppliers(s) where the successful bidder is, or becomes, uncompetitive within the market. However, issues over pricing and specification will be resolved through discussion and mutual agreement between EIT Climate-KIC and the supplier.
9. Bidders are required to email soft copies of their response to the Contract Manager detailed in Section 1.1 based on the timeline at Section 1.2.
10. As per above and where applicable, bidders must acknowledge receipt of this RFQ by return email to the Contract Manager detailed in Section 1.1 confirming whether they intend to submit a response by the Submission Deadline.
11. This RFQ does not commit or obligate any EIT Climate-KIC company to pay any expenses incurred by you in the preparation of your response. All such expenses are solely at the risk of the bidder and by submitting a response you automatically agree that response becomes the property of EIT Climate-KIC.
12. Responses are to be kept as clear and concise as possible and should be sequenced and numbered in accordance with the format of this RFQ.
13. The formatting of this document and the attached response document should not be altered.
14. Whilst this RFQ confers no legal rights on its addressees, it is not intended that any other persons acquire rights or obligations in respect of or arising under it.
15. Unsuccessful bidders agree, by the submission of their response, to return to EIT Climate-KIC this RFQ and any and all papers, records, data and materials supplied to them in connection with it, including all copies made by them.
16. This RFQ is for consideration in whole and not in part or parts unless otherwise indicated.
17. All efforts have been made to ensure the accuracy and validity of information contained in this RFQ. However, EIT Climate-KIC does not warrant the information accurate or comprehensive.