

REQUEST FOR PROPOSAL

FOR THE ESTABLISHMENT OF A FRAMEWORK AGREEMENT FOR THE PROVISION OF SERVICES OF:

Legal Services - Commercial and Corporate Law

Reference number:	2026_EITH_DEL_FA_RFP_001_CommCorpLaw
Procedure type:	Open procedure
Contract type:	Single-supplier Framework Agreement - Services
Contracting entity:	EIT Health e.V. Mies-van-der-Rohe-Str. 1C, 80807 Munich, Germany District Court of Munich, Registration Number: VR 206069 VAT Identification Number: DE308993820
Deadline for submission:	02 August 2026 23:59 CEST UTC/GMT+2
Estimated total value (excl. VAT)	EUR 380,500.00
Expected duration:	From signing of Framework Agreement to 31 December 2028
Important notice:	This Request for Proposals is issued in accordance with the provisions of EU Directive 2014/24/EU. Participation in this procedure does not confer any rights or guarantees of award. Submission of a proposal implies full acceptance of the rules and conditions set out in this document and its annexes.

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I. GENERAL INFORMATION

1. Contracting Entity: EIT Health e.V.

EIT Health e.V. (“EIT Health”) is one of the Knowledge and Innovation Communities (KICs) established by the European Institute of Innovation and Technology (EIT), a body of the European Union (EU). EIT Health operates as an institutionalised partnership under Horizon Europe (HE), contributing to Pillar III - Innovative Europe, with a focus on addressing health-related societal challenges.

EIT Health’s mission is to promote healthier lives and sustainable healthcare systems by fostering innovation, education, and entrepreneurship across Europe. Through its activities, EIT Health supports the development, scaling, and deployment of innovative solutions that respond to major health and healthcare challenges.

EIT Health brings together a broad ecosystem of partners from academia, research organisations, industry, healthcare providers, and other relevant stakeholders. In addition, EIT Health collaborates with start-ups, SMEs, and entrepreneurs to accelerate innovation and translate ideas into tangible impact for patients, citizens, and health systems.

EIT Health is a non-profit association under German law, headquartered in Munich, Germany, and operates across Europe through a pan-European network. EIT Health is governed according to principles of transparency, sound financial management, efficiency, and accountability, in line with applicable EU and HE requirements.

Further information is available at: <https://eithealth.eu/>

2. Background and Strategic Context

- (1) This Request for Proposal (RFP) seeks to engage qualified legal contractors to meet the dynamic legal needs of EIT Health’s activities. With a focus on healthcare innovation, EIT Health works extensively with European health innovations, including and not limited to hospitals, academics, start-ups and SMEs, providing them with financial and non-financial support to commercialize their solutions. As a result, the legal landscape surrounding commercial activities, including option agreements, equity investments, intellectual property management, compliance, governance, human resources, etc., require specialized legal expertise. In addition, the legal framework must account for the cross-border nature of EIT Health’s operations, as the organization operates across different EU regions ([EIT Health](#)).
- (2) By selecting experienced legal contractors, EIT Health aims to ensure its operations are legally sound, that its contracts and agreements are robust, and that its engagements with partners and stakeholders are compliant with both national and EU laws. The goal is to support EIT Health’s broader mission of fostering innovation while protecting its legal and financial interests.

3. Objectives of the Framework Agreement

The purpose of this procurement is to establish a Framework Agreement (FA) with a qualified service provider, ensuring EIT Health's legal requirements are met across diverse domains. The selected contractor will provide ongoing legal support for EIT Health (and its affiliated entities, if applicable) until 31 December 2028.

4. Legal Basis

This procurement is conducted under the provisions of Directive 2014/24/EU of the European Parliament and of the Council, transposed into German law via the Vergabeverordnung (VgV), and in accordance with EIT Health's internal procurement framework. The estimated value of the FA exceeds the threshold set for service contracts (EUR 216,000.00) and therefore follows a formal open procedure with publication of the contract notice in the Official Journal of the European Union (OJEU) and on Tenders Electronic Daily (TED). This procedure is compliant with EU rules on transparency, equal treatment, non-discrimination, and proportionality. The FA is financed under the HE programme, with applicable rules and conditions governing the use of EU funds.

5. Type of Framework Agreement

- (1) EIT Health intends to conclude this FA with a single service provider for the duration of the agreement. Specific Service Contracts (SSCs) will be awarded directly to the service provider without further competition.
- (2) The FA is non-exclusive, meaning that EIT Health may procure similar or related services outside the FA in justified cases, particularly when project-specific needs fall outside the scope of this agreement or require funding-source-specific procedures.

6. Duration and Estimated Total Value

- (1) The FA shall be valid until 31 December 2028 from the date of signature by the last contracting party. No services may be delivered, nor any SSCs signed, prior to the signature date.
- (2) SSCs issued under this FA may vary in duration depending on the nature of the services required. All SSCs must be signed before the FA expires, although services under valid SSCs may continue for up to six (6) months following the expiry of the FA, provided the SSC was concluded during the FA's validity period.
- (3) The FA does not include a renewal or extension clause. Upon expiry, EIT Health may choose to launch a new tendering procedure, and interested parties are welcome to participate under equal conditions.
- (4) The estimated total value ceiling of the FA is EUR 380,500.00 (three-hundred-eighty-thousand-and-five-hundred-euros), excluding VAT. This figure includes all fees, costs, and reimbursable expenses associated with the delivery of services over the entire duration of the FA. It represents an indicative ceiling

for planning and transparency and does not constitute a commitment to purchase, or a guarantee of a contract volume. The actual volume and frequency of SSCs will depend on EIT Health's evolving needs.

- (5) EIT Health reserves the right to issue SSCs as required throughout the FA term, in accordance with the procedures and conditions set out in this RFP and the attached FA draft/template (Annex 7).

7. Number of Contractors to be Awarded

EIT Health intends to award this FA to one (1) contractor. The selected contractor will be bound by the terms and conditions set out in this RFP and in the attached FA draft/template (Annex 7). All SSCs will be awarded solely to this contractor.

8. Language of the Procedure

- (1) All documents submitted in response to this RFP, including the technical offer, financial offer, and all supporting and administrative documentation, must be submitted in English. This requirement applies to the entirety of the proposal, including annexes, templates, and supplementary material.
- (2) All communication with EIT Health during the procurement procedure, including clarification requests and notifications, shall be conducted exclusively in English.
- (3) The resulting FA and all SSCs will also be concluded and executed in English. Any documents or references provided in another language must be accompanied by an official English translation.
- (4) Failure to comply with the language requirements may result in the rejection of the proposal.
- (5) Where documents such as official certificates or evidence (e.g. company registration) are only available in another language, an informal English translation may be accepted, provided that EIT Health reserves the right to request an official or certified translation at any time during the evaluation process.

9. Confidentiality and Data Protection

- (1) All information submitted in response to this RFP including commercial, technical, and financial data, will be treated as confidential and used solely for the purpose of evaluating the proposals, awarding the FA, and administering any resulting contracts.
- (2) EIT Health will handle all personal data in accordance with Regulation (EU) 2016/679 (GDPR), articles 6.1.(b)(c)(f).
- (3) The types of data processed may include, but are not limited to names and contact details of individuals representing the tenderer; curriculum vitae; qualifications, and work history; financial and legal declarations; evidence of

technical capacity; and in some cases, special category data (e.g. health-related or biometric data) where relevant to the proposed service or project area.

- (4) Tenderers are responsible for ensuring that all personal data submitted has been collected and disclosed lawfully, and that all individuals whose data is included are informed and aware of its processing for this purpose.
- (5) In cases of joint tenders or subcontracting, the lead tenderer is responsible for ensuring that all consortium members and subcontractors are equally compliant with applicable data protection laws and confidentiality obligations.
- (6) All proposal documents will be securely stored and retained only for as long as necessary to fulfil the purposes described, or as required by applicable EU audit and recordkeeping rules (e.g. HE, EIT). Where necessary, data may be shared with such bodies for verification and compliance purposes.
- (7) Tenderers may exercise their data protection rights (e.g. access, rectification, objection, restriction) by contacting EIT Health's Data Protection Officer at DataPrivacy@eithealth.eu. For more information, refer to our Data Protection Policy at <https://eithealth.eu/privacy-policy>.
- (8) By submitting a proposal, the tenderer confirms its acceptance of the terms outlined in this section.

10. Ethical Standards

- (1) EIT Health is committed to conducting all procurement procedures in accordance with the principles of integrity, transparency, equal treatment, proportionality, non-discrimination, and sound financial management.
- (2) Tenderers are expected to conduct their business in accordance with applicable laws, professional standards, and recognised principles of ethical conduct. This includes compliance with obligations relating to anti-corruption, anti-fraud, anti-money laundering, labour law, taxation, social security contributions, and professional ethics.
- (3) Tenderers shall act in good faith throughout the procurement procedure and during the performance of any resulting FA and SSCs. Tenderers are expected to provide accurate information, cooperate with reasonable requests for clarification, and promptly disclose any circumstances that could affect their eligibility or ability to perform the FA.
- (4) As EIT Health activities are funded in whole or in part through EU programmes, tenderers are expected to uphold the principles of integrity, ethics, and responsible conduct reflected in applicable EU funding frameworks, including HE where relevant.
- (5) EIT Health reserves the right to take appropriate measures where a tenderer's conduct is inconsistent with the principles set out in this section, including the application of exclusion measures in accordance with Section IV.2.a.

II. SCOPE OF THE FRAMEWORK AGREEMENT

1. Description of Services

Services under this section may be requested independently or in parallel with other services and may apply regardless of whether specific entities (e.g. Start-ups, companies, universities, foundations) have already been identified.

a. Service Categories

- (1) Set-Up and Structuring: Provision of general corporate and commercial legal support, including but not limited to:
 - (a) Development and preparation of templates, tools, standard documents, diagrams, and guidance materials;
 - (b) Design of structuring options, implementation plans, and legal strategies;
 - (c) Continuous updates and adaptations of documentation and frameworks throughout the lifecycle of the engagement.
- (2) Contract Negotiation and Finalisation: Support in the negotiation and conclusion of contractual arrangements with selected entities on the basis of corporate law or commercial law, including but not limited to:
 - (a) Review and refinement of draft agreements (including legacy structures or those developed under other service components outlined in the Service Categories);
 - (b) Time-based involvement as required to reach alignment between parties, for example, participation in calls, meetings, and negotiations with relevant stakeholders (e.g. start-ups, asset management teams, or other parties);
 - (c) Assistance through execution and signature of the final set of contractual documents.
- (3) Review and Execution of Conversion Events: Assessment and confirmation of conversion-related events for selected entities, including but not limited to:
 - (a) Legal review of relevant agreements, articles of association, and supporting documentation;
 - (b) Identification of legal, structural, or compliance gaps;
 - (c) Execute and implement legal requirements for Conversion Events that allows the subscription of option or equity against EIT Health investments, including power of attorney or notarisation services, if applicable;
 - (d) Preparation of a concise report confirming the status of the conversion event and, where applicable, providing clear, actionable recommendations for remedial actions.

- (4) Review of Other Corporate or Transactional Events: Provision of legal analysis and advisory services in relation to other significant events not limited to conversion, including but not limited to (i) Initial public offerings (IPOs), liquidity events, mergers, restructurings, or insolvency/bankruptcy situations; and (ii) any comparable corporate or transactional developments affecting selected entities. Services shall include:
- (a) Review of relevant documentation and circumstances;
 - (b) Delivery of structured reports outlining key findings, risks, and implications;
 - (c) Provision of practical, actionable recommendations to support decision-making.

b. General Provisions

- (1) Outputs may include written advice, reports, annotated documents, or participation in discussions and negotiations.
- (2) On-site services shall only be reimbursed where EIT Health has provided prior written confirmation by email.
- (3) EIT Health is not compelled to request services at any specific point but instead will engage the selected contractor when the need arises.
- (4) HE-associated countries refer to countries that are not EU member states but have special agreements with the EU, including but not limited to Canada, United Kingdom, Norway, Switzerland and Israel.
- (5) Services shall be delivered on a case-by-case basis, with flexibility in scope, intensity, and deliverables depending on specific needs. All contract types shall be aligned, consistent and compatible to each other and ensure compliance with German law (as EIT Health e.V. is registered in Bavaria, Germany) as well as Belgian law and within a European jurisdiction (as most contracts involve EU funding). Tax implications shall also be considered and aligned with EIT Health accounting and tax advisory firms.
- (6) When investment cases are concerned, all contract types must adhere to local and international investment regulations. The contractor is expected to provide timely and effective technical support in defining contractual terms and conditions related to new investments, negotiations, and due diligence aspects.
- (7) Additionally, continuous legal advice related to the management of EIT Health's investments shall be provided throughout the entire investment lifecycle. This includes the preparation and negotiation of EIT Health's initial engagement and investment, the management of the shareholding period, and the legal processes involved in revenue realization following an exit or liquidation event, including advice on tax implications.

c. Specific Services and Use Cases

- (1) The services are expected to be modular and adaptable to evolving needs and specific case requirements.
- (2) The selected provider is expected to deliver high-quality legal advice and representation in one or more of the following areas, including but not limited to:

Commercial Law

- (a) EIT Health seeks legal support for the financial contribution aspect of its pan-European innovation and education programmes and initiatives. This legal support will be provided to EIT Health on-demand and is intended to be used across multiple EIT Health programmes or teams. Additionally, legal advice related to corporate housekeeping and intellectual property rights and data protection is important, given the innovative nature of the projects supported and the operational model of EIT Health.
- (b) Advise on, structure, draft, and negotiate complex multi-party agreements, including the development of standardised templates as well as the structuring, drafting and negotiation of specific agreements derived from or aligned with such templates on a case-by-case basis, in particular in consideration of EIT Health's status as a KIC under the EIT Model Framework Agreement, including but not limited to:
 - (i) Revenue-sharing agreements with companies, universities or other institutions,
 - (ii) Education or Innovation programme financial sustainability contribution agreements,
 - (iii) Strategic partnership and arrangements,
 - (iv) Commercial or client-facing agreements,
 - (v) Sponsorship agreements,
 - (vi) Other new business model agreements that fall under the financial sustainability contribution remit.
- (c) Support the legal perspective of the development and implementation of new and innovative business models, including the economic exploitation and intellectual property (IP) matters for EIT Health, IP ownership, access rights and use of results, in compliance with applicable regulatory and funding frameworks.
- (d) Draft and amend contractual frameworks to ensure legal robustness and commercial alignment across jurisdictions of EU27 + EU Inc. and HE associated countries (considering applicable European, national and regional instruments).

Corporate Law

- (e) EIT Health requires comprehensive, flexible legal support covering the full lifecycle of its equity-like investment activities in start-ups and SMEs. These investments are typically structured through instruments such as option agreements, convertible options, SAFEs, warrants, virtual shares, and convertible notes, with an increasing focus on SAFEs and convertible instruments. Overall, the services are intended to provide scalable, end-to-end legal expertise supporting EIT Health's investment activities across diverse jurisdictions and evolving financial instruments. The requested services may include:
- (i) **Template Creation and Standardisation:** Development of aligned, consistent, and jurisdiction-compliant templates for investment instruments (e.g. term sheets, option agreements, SAFEs, warrants), applicable across multiple European and international jurisdictions. All documentation must ensure compliance with German and Belgian law, as well as EU funding frameworks, and consider tax implications.
 - (ii) **Documentation Updates and Harmonisation:** Ongoing review, amendment, and harmonisation of existing investment agreements across jurisdictions to ensure legal consistency, regulatory compliance, and alignment with evolving practices.
 - (iii) **Transaction and Negotiation Support:** Legal drafting, structuring, and negotiation support for investment agreements, including direct interaction with beneficiaries and partners where required, as well as due diligence and investment terms analysis.
 - (iv) **Investment Structuring and Governance Advice:** Guidance on shareholding structures, capital increases, shareholder rights and obligations (including pre-emptive and transfer rights), and governance frameworks.
 - (v) **Lifecycle and Exit Support:** Advisory services spanning the entire investment lifecycle, from initial structuring and contracting to exit planning and execution, including return on investment mechanisms, liquidation preferences, and revenue realisation.
 - (vi) **Regulatory and Tax Alignment:** Ensuring compliance with applicable local and international regulations, and coordination with accounting and tax advisors.
 - (vii) **Additional Deliverables:** Provision of negotiation frameworks (e.g. negotiable vs. non-negotiable clauses) and training for EIT Health staff upon request.

Regulatory and Compliance Advisory

- (f) Advise on and ensure compliance with:

- (i) EU law and regulations
- (ii) National legal frameworks, including German association law and laws governing controlled entities with varying legal forms
- (iii) Public procurement law
- (iv) Funding and grants compliance requirements

Corporate Governance and Housekeeping

- (g) Support corporate governance matters, including:
 - (i) Corporate housekeeping and venture capital reference cases across jurisdictions
 - (ii) Board and shareholder documentation
 - (iii) Entity structuring and maintenance

Dispute Resolution and Litigation

- (h) Support dispute resolution and litigation, including:
 - (i) Advise on dispute prevention and resolution strategies.
 - (ii) Represent and support EIT Health in litigation, arbitration, and other dispute resolution proceedings where required.

d. Modularity and Flexibility

- (1) This FA will allow EIT Health to request services in individual units, combined packages, or cross-functional assignments, depending on the needs of a given project or programme. SSCs may focus on a single service category; combine multiple specific services within one project; or be implemented in phases or across multiple EIT Health teams or locations.
- (2) The contractor may be asked to deliver services either independently or in collaboration with other contractors, especially in cases of overlapping scopes or interdependent workstreams.
- (3) EIT Health also reserves the right to introduce new service types or adapt the scope of SSCs over the life of the FA, provided that such changes remain within the overall scope defined in this RFP and permitted under applicable procurement regulations.

e. Estimated Volume and Frequency

- (1) The total volume of services requested under this FA will depend on EIT Health's operational needs over the duration period of the FA. No minimum or maximum volume is guaranteed; however, the following estimates are provided to help tenderers understand the likely scale and frequency of assignments:

- (a) EIT Health anticipates issuing approximately 3 to 10 SSCs per year under this framework.
 - (b) The estimated value of individual SSCs may range from EUR 500.00 to EUR 5,000.00, depending on the scope and complexity of the assignment.
 - (c) Some SSCs may require short-term delivery (e.g. within 1 to 2 weeks), while others may span several months.
 - (d) Activity levels may follow seasonal or programme-driven patterns, with higher concentrations in Q3 and Q4 due to key events, reporting periods, or programme cycles.
- (2) These figures are purely indicative and do not constitute any commitment by EIT Health to award a specific number or volume of contracts. Actual demand may vary significantly based on strategic priorities, available funding, or internal developments.
- (3) Tenderers are expected to demonstrate the capacity to respond flexibly to varying workloads, including during peak periods.

f. Place(s) of Performance

- (1) The services covered under this FA may be delivered in a variety of formats and locations, depending on the nature of each SSC and the needs of EIT Health's operational units and programmes. In general, services may be performed remotely, from the contractor's own premises or other suitable locations within the EU/EEA; on-site, at EIT Health's headquarters in Munich, or at partner premises; or at external venues designated by EIT Health, particularly for events, workshops, or stakeholder activities.
- (2) Each SSC will clearly define the required place(s) of performance, including any travel, remote coordination, or physical presence expected. Contractors must have the capacity to operate in a hybrid delivery model; provide staff for occasional on-site delivery across the EU/EEA; support real-time collaboration across multiple locations and time zones.
- (3) Where services include the collection, processing, or storage of personal data, all systems and subcontracted providers must be fully compliant with Regulation (EU) 2016/679 (GDPR). Unless explicitly authorised, all data hosting and processing must occur within the EU/EEA or in jurisdictions recognised by the European Commission as providing an adequate level of data protection.
- (4) Tenderers must ensure that any cloud services or platforms used are GDPR-compliant and hosted within the EU/EEA; no personal or sensitive data, including health-related data, will be transferred or accessed from third countries without explicit written consent from EIT Health. Subcontractors involved in data processing are bound by equivalent contractual and legal obligations.

g. Language of Service Delivery

- (1) The primary language for all services delivered under this FA shall be English. This applies to all written deliverables, including reports, presentations, documents, technical outputs, and communications; all meetings, briefings, and project coordination (oral and written); and all correspondence with EIT Health staff, partners, and stakeholders unless otherwise specified in an SSC.
- (2) Contractors must ensure that all proposed personnel are capable of working fluently in spoken and written English at a professional level; deliverables meet the standard of clarity and precision expected in EU-level communication; and oral briefings and documentation can be delivered effectively in English without interpretation.
- (3) Where SSCs involve communication with specific local audiences, EIT Health may request that certain materials (e.g. slides) be prepared or adapted in local languages. These requirements would be specified in the SSC.
- (4) In cases where multilingual support (e.g. interpretation, bilingual moderation, or subtitling) is required for events or deliverables, this will be clearly defined in the SSC, and tenderers must demonstrate the capacity to provide or manage such services.
- (5) Unless stated otherwise, all official deliverables and contractual documentation must be submitted in English. EIT Health may request quality control samples for multilingual deliverables to ensure fitness for purpose.

2. Performance Requirements

a. Quality Standards and Key Performance Indicators

- (1) Contractors awarded under this FA are expected to deliver all services in accordance with the highest standards of quality, professionalism, and reliability, consistent with the expectations of an EU-funded institution operating in the field of health innovation.
- (2) The following general quality standards apply to all deliverables and interactions under this FA:
 - (a) Adherence to agreed deadlines, formats, and specifications as outlined in each SSC.
 - (b) Clear, accurate, and relevant content suited to the target audience or technical purpose.
 - (c) Consistency in tone, formatting, branding, and terminology across deliverables.
 - (d) Respectful, responsive, and solution-oriented communication with EIT Health and its stakeholders.

- (e) Proactive issue identification and transparent communication in the case of delays or changes.
- (3) In addition, EIT Health may apply the following Key Performance Indicators (KPIs) to monitor and evaluate performance across SSCs:
 - (a) Timeliness: % of deliverables submitted on or before the agreed deadline
 - (b) Responsiveness: Average response time to EIT Health communications or requests
 - (c) Client satisfaction: Feedback score from EIT Health staff at SSC completion
 - (d) Quality of deliverables: Acceptance of deliverables without major revisions on first submission
 - (e) Compliance: Adherence to contractual, data protection, and formatting requirements
- (4) Each SSC may include additional, tailored KPIs relevant to the scope of the assignment. These will be defined at the time of commissioning and agreed with the contractor as part of the SSC terms. Performance may be monitored through review of deliverables; periodic check-ins or project meetings; feedback mechanisms (e.g. post-assignment evaluations); or progress reports, if applicable.
- (5) Persistent underperformance may lead to formal warning, suspension from future SSCs, or in serious cases, termination of the FA in accordance with its terms.

b. Staffing, Capacity, and Responsiveness

- (1) Tenderers must demonstrate that they have the organisational capacity and personnel resources to deliver the services defined in this FA at a consistently high standard. This includes the ability to scale support according to project-specific needs and to respond promptly to service requests issued under SSCs.
- (2) At a minimum, contractors must be able to provide qualified personnel with the necessary expertise and experience relevant to the services proposed; ensure sufficient availability of staff during periods of high activity; mobilise staff within short lead times (typically 3 to 5 working days from SSC award, unless otherwise stated); maintain consistent points of contact and ensure continuity of personnel across SSCs whenever possible; and replace unavailable staff promptly with equally qualified personnel, subject to EIT Health's approval.
- (3) Contractors must propose a core team in their tender or proposal, including named profiles for key roles; clear descriptions of each role's responsibility and level of engagement; language proficiency (minimum professional working proficiency in English); and indication of whether proposed staff are internal or external (freelancers or subcontractors).

- (4) EIT Health expects a response time of no more than 3 working days for Request for Service (RS), clarifications, or general communication, and contractors to be reachable during standard EU working hours (e.g. 09:00-18:00 CET) unless otherwise agreed.
- (5) Failure to provide adequate resources or consistent responsiveness may negatively impact contractor performance evaluations and future access to SSCs. A contractor's inability to meet staffing or responsiveness requirements may lead to exclusion from future mini-competitions or SSC awards.
- (6) EIT Health reserves the right to request updated CVs or references during the course of the FA.

c. Continuity of Services

- (1) Contractors awarded under this FA are required to ensure continuous, reliable delivery of services throughout the term of the framework and for the full duration of any SSC awarded under it.
- (2) The contractor must guarantee uninterrupted service provision, regardless of internal staffing changes, absences, or personnel turnover, and maintain a functioning project team with the necessary skills, capacity, and familiarity with the assignment throughout each SSC.
- (3) If any proposed or assigned team member becomes unavailable, the contractor must inform EIT Health without delay and propose a qualified replacement within 5 working days. The replacement must have equivalent or superior qualifications and experience to the original staff member. EIT Health reserves the right to approve or reject replacements based on CV and role suitability.
- (4) For roles identified as key personnel in the contractor's proposal, prior written approval is required before any substitution can take place.
- (5) The contractor must also ensure that a knowledge transfer or handover process is conducted for any staff transitions; maintain adequate internal documentation and project continuity tools to reduce reliance on any single individual; and retain, upon request, a back-up resource pool or contingency plan to be mobilised if the originally proposed team becomes unavailable.
- (6) Persistent service disruptions, inadequate substitutions, or repeated staff unavailability may be treated as poor performance under the terms of the FA and may result in formal warnings, reduced eligibility for future SSCs, or in serious cases, termination of the FA.
- (7) For long-term SSCs exceeding three months, EIT Health may request a continuity assurance plan. In the same regard, contractors are encouraged to identify deputy roles for all key functions.

d. Environmental, Social and Accessibility Requirements

- (1) All services delivered under this FA must reflect the principles of environmental sustainability, social responsibility, and universal accessibility,

in line with EIT Health's strategic values and the broader commitments of the EU.

- (2) Contractors are expected to minimise the environmental impact of their services, including reduced travel, paperless processes, and energy-efficient digital tools; use sustainable materials and suppliers wherever possible; prioritise remote or hybrid delivery models where feasible, to reduce carbon footprint; and apply the principles of Green Public Procurement (GPP), particularly for any purchases, equipment rental, or sub-contracted services.
- (3) SSC-level sustainability measures may include recommendations on eco-certified venues, catering, and hotels; use of recyclable or low-emission materials; and provision of sustainability metrics after event delivery.
- (4) Contractors are encouraged to commit to diversity, equity, and inclusion (DEI) in team composition, particularly regarding gender, age, and background; ethical working conditions and fair labour practices in line with ILO standards; and avoidance of any form of discrimination or harassment in their operations or subcontracting chains.
- (5) Where feasible, EIT Health encourages a balanced representation of women and underrepresented groups in project teams and speakers and subcontracting to social enterprises or SMEs with inclusive hiring practices.
- (6) All digital, in-person, and hybrid services must comply with relevant EU accessibility standards, including accessible design for digital materials, availability of alternative formats for documents and content, and physical accessibility for event venues and on-site services.

e. Reporting Obligations

Reporting is limited to specified SSC deliverables; no additional reporting is required under this FA.

f. Meetings

Regular meetings are not required for the service types under this FA, though availability is expected as specified in SSCs.

III. STRUCTURE OF THE FRAMEWORK AGREEMENT

1. Legal and Operational Framework

a. Legal Form of the Framework Agreement

- (1) This procurement will result in the signature of a legally binding FA between EIT Health and the selected contractor. The FA establishes the general terms and conditions under which SSCs will be issued and executed throughout the term of the agreement.

- (2) The FA is a non-exclusive and multi-year arrangement that serves as the governing legal framework for all SSCs awarded under it, including rights, obligations, and procedures for ordering services.
- (3) Each SSC will refer to and incorporate the terms of the FA; define the scope, deliverables, schedule, reporting, and pricing specific to that assignment; and prevail over the FA in the event of specific deviations explicitly agreed in writing.
- (4) The draft/template FA, including general terms and conditions, is attached to this RFP as Annex 7. This document forms an integral part of the tender dossier and shall be considered binding upon award.
- (5) By submitting a proposal, tenderers are deemed to have read, understood, and accepted the legal terms of the draft/template FA; and have considered any legal or contractual implications in the preparation of their financial and technical offer.
- (6) Tenderers wishing to raise justified objections to any provisions in the draft agreement must clearly identify the specific clause(s), provide proposed alternative language, and submit this within their proposal. Objections submitted after the proposal deadline will not be considered. EIT Health reserves the right to reject proposals that include substantial or non-negotiable deviations from the draft/template FA.
- (7) The signed FA will be governed by German law and subject to the jurisdiction defined therein.
- (8) In case of conflict between the FA and an SSC, the terms of the SSC shall prevail, unless otherwise agreed.

b. Validity Period

- (1) The FA resulting from this procurement shall be valid until 31 December 2028, from the date of signature by the last contracting party.
- (2) All SSCs must be signed before the expiry of the FA. SSCs concluded during the term of the FA may extend beyond the FA's expiration date, provided that their duration does not exceed six (6) months after the end of the FA and that the SSC was validly signed during the active FA period.
- (3) This FA is not subject to automatic renewal. Upon expiry of the FA, EIT Health may launch a new procurement procedure. All interested economic operators, including current contractors, will be welcome to apply under the conditions of the new call.

c. Non-Exclusivity and No Guarantee of Volume

- (1) EIT Health reserves the right to procure similar or related services from other service providers or through separate procurement procedures, where justified by operational needs, funding conditions, specific expertise requirements, or urgency.

- (2) The contractor selected under this FA has no exclusive rights to provide services to EIT Health. Furthermore, the signature of the FA does not guarantee a minimum number of SSCs, any minimum financial commitment, or a guaranteed workload or continuity of assignments.
- (3) SSCs will be issued on a case-by-case basis, depending on the availability of internal budget, and the nature and timing of programme needs.
- (4) The estimated total value of the FA stated in this RFP is non-binding and provided solely for transparency and internal planning purposes. No compensation or claim shall be made by contractors on the basis of lack of SSCs issued, lower-than-anticipated contract volume, or work allocated to other contractors through alternative procurement channels.

d. Invoicing and General Payment Terms

- (1) All payments under this FA shall be made by EIT Health upon receipt of a compliant invoice, provided the services have been delivered in accordance with the terms of the relevant SSC and have been formally accepted in writing by the responsible EIT Health project lead.

Invoicing Procedure

- (2) Contractors may submit invoices only after formal acceptance of the deliverables by EIT Health. Invoices must be sent to the designated business address or via the electronic invoicing system specified by EIT Health and must include all legally required details. This includes:
 - (a) The full legal name, address, banking details, and VAT identification number of the contractor (or the lead entity in case of a joint tender);
 - (b) The SSC number; the VAT ID of EIT Health (DE308993820)
 - (c) The Purchase Order (PO) number, if applicable;
 - (d) The invoice date and a unique invoice number
 - (e) The date of service completion or delivery
 - (f) A detailed breakdown of the services provided;
 - (g) The net taxable amount, any discounts or rebates;
 - (h) The VAT rate, the VAT amount, and reference to any applicable VAT exemption or reverse charge mechanism. The place of taxation for VAT purposes and the total amount due (both net and gross) must also be clearly stated.
- (3) The contractor is solely responsible for ensuring the invoice complies with all relevant VAT and invoicing legislation applicable in its own jurisdiction and in Germany, where relevant. For cross-border services, invoices must adhere to EU VAT regulations, including correct use of the reverse charge mechanism or other applicable provisions.

- (4) Invoices that do not comply with the above requirements will be rejected and must be corrected and resubmitted. Where specified in the Special Conditions (Annex 7), invoices must also be submitted in electronic format in line with Directive 2014/55/EU on electronic invoicing. In such cases, the invoice must be sent to invoices@eithealth.eu with the designated EIT Health Point of Contact in copy, provided in a structured electronic format (e.g. XRechnung or PEPPOL BIS), or submitted via the electronic platform or channel indicated in the Special Conditions (Annex 7).
- (5) Invoices submitted in PDF format or to any other email addresses will not be accepted unless explicitly authorised in writing by EIT Health.
- (6) Unless otherwise stated in the SSC, EIT Health will process payment within 30 calendar days of the date of invoice approval (not submission). Payments are subject to compliance with EU audit rules and will be made by bank transfer in EUR. EIT Health accepts no liability for banking fees or currency conversion charges incurred by the contractor.

Deliverable-Based Payment

- (7) In most cases, payment will be tied to the submission and approval of deliverables as defined in the SSC, or the achievement of specific milestones. SSCs may define alternative structures, such as phased payments for long-term assignments, one-off payments upon final completion, or retention clauses, where a final balance is paid only after full validation.
- (8) No payment shall be made in advance unless explicitly stated and justified in the SSC, without prior acceptance of the associated deliverables by EIT Health, or for services or costs not foreseen in the SSC without written amendment.
- (9) Where expenses (e.g. travel, accommodation, notarisation) are reimbursable, they must be pre-approved in writing, be itemised in the invoice with receipts attached, and comply with EIT Health's policies (e.g. external travel reimbursement), available upon request.

Additional Terms

- (10) Interest on late payments shall only be payable in accordance with applicable German law and EU financial regulations.
- (11) EIT Health reserves the right to offset any amounts due from the contractor against outstanding obligations.

e. Confidentiality, IPR, and Data Protection

- (1) Confidentiality
 - (a) Contractors shall treat all information, documentation, and data received from EIT Health, or generated in the performance of any SSC, as strictly confidential. This includes, but is not limited to strategic plans,

unpublished materials, internal methodologies; personal or financial data relating to EIT Health staff, partners, or programme participants; and any data or outputs created under EU funding.

- (b) Contractors must not disclose, reproduce, or use such information for any purpose other than fulfilling their contractual obligations, unless expressly authorised in writing by EIT Health. This obligation continues for five (5) years after termination or expiry of the FA or any SSC.

(2) Intellectual Property Rights (IPR)

- (a) Unless otherwise agreed in writing, all results, deliverables, documents, software, and other outputs produced by the contractor in the execution of the SSCs shall be the exclusive property of EIT Health from the moment of their creation or delivery.
- (b) The contractor assigns all economic rights (including reproduction, distribution, adaptation, and public use) to EIT Health and shall not reuse or publish any part of the deliverables without EIT Health's prior written consent.
- (c) Pre-existing materials ("Background IP") used in performance of the contract shall remain the property of the contractor or third parties. However, the contractor shall grant EIT Health a non-exclusive, royalty-free, irrevocable licence to use such materials strictly for internal, communication, or reporting purposes related to the SSC or EIT Health's mission.
- (d) If subcontractors or third-party contributors are used, the contractor must ensure that all intellectual property rights are appropriately transferred or licensed to EIT Health in accordance with the above.

(3) Data Protection

- (a) The contractor shall fully comply with Regulation (EU) 2016/679 (GDPR) in the collection, processing, transfer, and storage of any personal data handled in connection with the FA.
- (b) The contractor must implement appropriate technical and organisational measures to protect personal data; ensure that all processing is lawful, limited to what is necessary, and carried out under a clear legal basis; notify EIT Health without undue delay of any suspected or confirmed data breach; and ensure that any subcontractors or data processors used are bound by equivalent obligations, documented by contract.
- (c) If the contractor processes personal data on behalf of EIT Health (as data processor), a separate Data Processing Agreement (DPA) shall be signed prior to the start of any processing activity.
- (d) Upon request or termination of an SSC, the contractor must return or securely delete all personal data in its possession, unless otherwise required

by law, and provide evidence of data deletion, anonymisation, or secure archival where applicable.

- (e) EIT Health reserves the right to audit contractor compliance with data protection, confidentiality, and IPR obligations at any time during the FA.
- (f) Any violation of these provisions may result in immediate termination of the SSCs and or FA and may be reported to relevant authorities (e.g. OLAF, EC).
- (g) EIT Health shall retain the right to reuse deliverables in future EU-funded projects, subject to licensing terms where applicable.

f. Termination Conditions

(1) Termination by EIT Health

- (a) EIT Health may terminate this FA, or any SSC issued under it, in whole or in part, with immediate effect, by written notice to the contractor, in the event of substantial or repeated breach of contractual obligations; failure to perform, deliver, or correct defects within the agreed timeline; fraud, corruption, professional misconduct, or misrepresentation; breach of confidentiality, intellectual property, or data protection obligations; loss of legal, financial, or technical eligibility, including bankruptcy or blacklisting; any action by the contractor that may seriously damage EIT Health's reputation, funding eligibility, or operations; change in funding conditions, such as the cancellation or reduction of EU or national funding sources; or a force majeure event, as defined below, which prevents performance for more than 30 calendar days.
- (b) Where appropriate, EIT Health may allow a remediation period of 10 working days from notice, during which the contractor may propose corrective measures. EIT Health reserves the right to reject insufficient remedial actions.

(2) Termination by the Contractor

- (a) The contractor may request termination of the FA or a specific SSC in the event of material breach by EIT Health (e.g. failure to pay without justified reason); force majeure, rendering performance impossible; or other substantial reasons accepted in writing by EIT Health.
- (b) Such termination must be requested in writing and be approved in advance by EIT Health.

(3) Effects of Termination

- (a) Upon termination, the contractor shall immediately cease all work related to the terminated services. All confidential information, data, and deliverables (completed or in progress) must be returned or handed over in a usable format. Any amounts due for approved, accepted work performed up to the termination date may still be invoiced and paid. No additional

compensation, damages, or loss of profit shall be owed for the unexecuted portion of the contract

- (b) Termination of the FA shall not automatically terminate SSCs already in effect, unless explicitly stated by EIT Health or required by law.

(4) Force Majeure

- (a) Neither party shall be held liable for failure to perform due to events beyond their reasonable control (“force majeure”), including natural disasters, war, civil unrest, pandemics, or government-imposed restrictions. The affected party must notify the other in writing within 5 working days of becoming aware of such an event.
- (b) If the force majeure condition persists for more than 30 calendar days, either party may terminate the affected SSC or the FA.

g. Audit Rights and Record Retention

- (1) As a recipient of public and EU funding, EIT Health is subject to audit and compliance obligations. Accordingly, the contractor shall fully cooperate with all audit and verification activities related to the services performed under this FA and any SSC.

(2) Audit Rights

- (a) EIT Health, EIT, ECA, OLAF, and any other authorised EU body or third-party auditor shall have the right to access the contractor’s technical, financial, administrative, and legal records relating to services performed under this agreement; verify compliance with contractual obligations, cost eligibility, deliverable quality, and applicable EU regulations; conduct desk reviews, interviews, on-site audits, or remote inspections, with reasonable prior notice; and audit both the contractor and its subcontractors, including independent consultants, for any SSC issued under this FA.
- (b) The contractor shall provide full cooperation, access, and documentation upon request, including time records, contracts, receipts, invoices, and payment evidence; deliverables, communications, and internal tracking systems; and clarifications or written explanations within reasonable timelines.
- (c) Refusal or failure to cooperate may result in financial recovery, disqualification from future tenders, or legal action.

(3) Record Retention Period

- (a) The contractor shall retain all documents, data, records, and correspondence relevant to this FA and any SSC for a minimum of five (5) years from the final payment under the last SSC, or longer if required under HE, national law, or EIT Health’s specific programme guidelines.

- (b) These records must be stored in a secure, traceable, and retrievable format; be available in English or accompanied by English summaries; and remain accessible in the event of an audit, investigation, or dispute.
- (c) Upon request from EIT Health or authorised audit bodies, the contractor shall make all relevant records available within ten (10) working days. Failure to retain or provide records may result in ineligibility of costs and recovery of payments made.

(4) These obligations shall survive the expiry or termination of the FA.

2. Awarding Specific Service Contracts (*Call-Off Contracts*)

a. Mechanism

- (1) Under this FA, SSCs will be awarded directly to the selected contractor.
- (2) Each SSC shall be issued in writing using the draft/template provided in Annex 7; reference this FA and be subject to its terms; specify the scope of services, deliverables, timeline, pricing, reporting obligations, and evaluation criteria (if applicable); and include any additional or SSC-specific terms and conditions, where justified and mutually agreed.
- (3) Contractors shall have no legal entitlement to any particular volume of SSCs. EIT Health reserves full discretion in deciding when an SSC is issued, which award mechanism is used, and whether external procurement routes may be more appropriate in specific cases.

b. Request for Service Procedure

- (1) To initiate the delivery of services under this FA, EIT Health will issue an RS to the contractor. This section outlines the standard procedure to be followed in all cases of RS issuance:
 - (a) Launch of the RS: Each RS will be issued via email. The RS will include a reference to the FA and the proposed SSC number; a description of the required services and deliverables; an estimated timeline for delivery; any specific constraints, policies, or reporting requirements; and submission instructions and format. The RS template to be used is included in Annex 7 of this RFP.
 - (b) Contractor Response: The contractor must respond to the RS within the deadline stated in the RS (typically 5-10 working days). Responses must be sent via email to the contact specified in the RS. Failure to submit a response (or a valid justification) may be noted in the contractor's performance record.
 - (c) Evaluation and Follow Up: EIT Health will review the response and notify the contractor. The contractor will receive a draft SSC for review and signature; confirming timeline, pricing, and deliverables as per their proposal. The SSC template is provided in Annex 7.

- (2) Legal Status of RS and SSC: The contractor's response to an RS, once accepted by EIT Health and formalised through the signed SSC, becomes legally binding. No services may begin until the SSC has been fully signed by both parties. Any material deviation from the original RS or the contractor's response must be agreed in writing prior to SSC signature.
- (3) Confidentiality and Document Handling: All RS communications and responses will be treated as confidential and retained for internal records and audit purposes in accordance with the relevant sections of this RFP.
- (4) Additional considerations: EIT Health reserves the right to cancel or reissue an RS at any time before contract signature. Contractors may request a clarification window of up to 48 hours from RS receipt.

c. Contract Signature and Start of Services

- (1) EIT Health will prepare and issue the relevant SSC for review and signature.
 - (a) SSC Signature: Each SSC must be signed by both EIT Health and the contractor before any services may be initiated. The SSC will formally reference the FA and will include all relevant annexes, such as the approved technical offer, budget, timeline, and any reporting obligations. SSCs may be signed either electronically or in hard copy, in accordance with EIT Health's internal procedures and applicable legal standards. The SSC template to be used is provided in Annex 7 of this RFP. Any work commenced prior to the signing of the SSC is undertaken at the contractor's own risk and will not be reimbursed, unless explicitly authorised in writing by EIT Health in exceptional and justified circumstances.
 - (b) Start of Services: Unless otherwise specified in the SSC, services shall commence on the start date indicated in the SSC. Failure to begin services as agreed may be considered a breach of contract and could impact the contractor's future eligibility for assignments under the FA.
- (2) The fully signed SSC and any supporting documentation (e.g. RS, service proposal/offer, CVs, budget, correspondence) shall be retained by both parties in accordance with the audit and recordkeeping provisions defined in this RFP.

d. Modifications to Requested Services

- (1) After an SSC has been signed, EIT Health and the contractor may agree to modify certain aspects of the contract, subject to the conditions below.
 - (a) Modifications to an SSC may be permitted under certain conditions, provided they remain within the overall objectives and intent of the original RS. Acceptable changes may include adjustments to timelines or delivery dates, refinements to the scope of work or deliverables, budget reallocations between cost categories (as long as the total contract value remains unchanged), replacement of key personnel with equivalent qualifications, or extensions to the contract duration where justified and

mutually agreed. All such modifications must be formally agreed in writing using the SSC Amendment Form provided by EIT Health. The amendment must be signed by both parties before any revised scope or schedule takes effect and must be retained alongside the original SSC for audit and compliance purposes.

- (b) Legal and Regulatory Compliance: All modifications to an SSC must comply with the provisions of Directive 2014/24/EU, which permits contractual changes only under specific, legally defined circumstances. These include: the presence of clearly stated options or review clauses in the original contract, the occurrence of unforeseen circumstances that a diligent contracting authority could not reasonably have anticipated, or changes that do not alter the overall nature of the contract or the FA. No modification may result in a substantial change to the scope, disturb the economic balance of the contract in favour of the contractor, or involve the replacement of the original contractor, except in narrowly defined and permitted situations. If a proposed change exceeds the thresholds or conditions set by applicable EU procurement rules, a new selection procedure may be required to ensure continued compliance with transparency and competition principles.
- (2) Unauthorized Changes: No changes shall be implemented unilaterally by the contractor. Any services performed beyond the original SSC scope without prior written approval shall be at the contractor's own risk and will not be reimbursed. Any modification affecting the total contract value or core deliverables must receive internal approval from EIT Health before execution.
- (3) Documentation and Traceability: All modifications must be recorded on an SSC Amendment and signed by both parties. Verbal or email confirmations do not constitute a valid contractual modification. Each modification will be referenced in the project record and retained in accordance with EIT Health's audit and recordkeeping requirements.

e. Acceptance, Evaluation, and Performance Feedback

- (1) All services delivered under SSCs must be formally reviewed and accepted by EIT Health before payment is authorised. Contractor performance will be continuously monitored to ensure alignment with the standards, timelines, and expectations set forth in the FA and SSCs.
 - (a) All deliverables submitted under an SSC are subject to review and approval by the designated EIT Health project lead. This review involves verifying that the deliverables meet the requirements specified in the SSC, including scope, format, quality standards, and deadlines. Deliverables will be formally accepted through a written confirmation, such as an acceptance email or a signed delivery note issued by EIT Health. If the deliverables require revision, EIT Health will provide written feedback within 10 working days of receipt, unless otherwise specified, and may request corrections or improvements within a reasonable resubmission timeline.

Approval and related payment may be withheld until the revised deliverables are accepted. Persistent failure to deliver on time or at the required quality may lead to delayed payment, scope reduction, or escalation measures, as outlined in the terms of the FA.

- (b) EIT Health reserves the right to assess contractor performance at the end of each SSC, evaluate delivery against key criteria such as timeliness, technical quality, communication and responsiveness, and compliance with administrative and contractual obligations. These evaluations may be based on a standard SSC Evaluation Form and may include both quantitative scores and qualitative comments.
 - (c) Where performance fall short of expectations, EIT Health may issue a formal performance warning, request a performance improvement plan, or restrict or suspend the contractor's participation in future SSCs under this framework. Persistent underperformance may result in early termination of the FA, as outlined in this RFP.
- (2) EIT Health welcomes feedback from the contractor on the SSC process, scope clarity, or procedural barriers, in the interest of mutual improvement. Feedback may be submitted at the end of each SSC, during review meetings or via a feedback form (optional). All feedback will be reviewed internally and may be used to improve future SSCs, guidance, or procedural templates.

IV. PARTICIPATION AND ELIGIBILITY

1. Who May Participate

- (1) Participation in this procurement procedure is open to all natural and legal persons who meet the conditions outlined below and are not subject to exclusion grounds.
- (2) Eligible participants include legal entities and individuals established in an EU Member State; legal entities and individuals established in EEA countries or countries with which the EU has a mutual market access agreement; and other third countries only if their participation is explicitly permitted under the rules of the funding programme or by decision of EIT Health.
 - (a) Participation from entities based in non-EU/non-EEA countries must be justified and approved in advance and shall be subject to applicable EU and national rules on market access.
 - (b) All entities must be legally registered and authorised to conduct the services described in the RFP in accordance with the laws of their country of establishment.
- (3) Tenderers may submit offers as single entities, or as part of a consortium or joint venture, provided that one member is appointed as the lead entity and takes full responsibility for the offer and contract execution; the roles and contributions of each member are clearly described in the proposal; and the

consortium is either legally established or can commit to sign a joint agreement upon award.

- (a) Consortia must submit a single integrated proposal on behalf of all members, and a declaration of Joint Tender (see Annex 0) signed by all consortium members.
- (b) Each member of the consortium shall be jointly and severally liable for the performance of the contract.
- (4) Subcontracting is permitted provided that all subcontracted activities must be clearly indicated in the proposal; that subcontractors meet the same eligibility, exclusion, and legal capacity conditions as main tenderers; and that EIT Health retains the right to request proof of subcontractor qualifications and to approve or reject subcontractors at any stage. The main contractor remains fully responsible for the performance of any subcontracted services.
- (5) All tenderers, including consortium members and subcontractors, must be duly incorporated or registered as legal entities (or individuals authorised to operate commercially); hold the legal capacity to perform the contract under the applicable national law; and submit documentary proof of legal status as part of the proposal. Failure to comply with these requirements may result in disqualification.
- (6) Tenderers from countries under EU sanctions or restrictive measures are not eligible to participate. EIT Health reserves the right to verify compliance with applicable trade and export control laws.

2. Subcontracting Rules

- (1) Subcontracting is permitted under this FA, provided it complies with the rules outlined below. These provisions aim to ensure transparency, accountability, and the consistent quality of all services delivered.
- (2) The following shall not be considered subcontracting:
 - (a) Use of workers posted to the contractors by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).
 - (b) Use of workers hired out to the contractors by a temporary employment or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).
 - (c) Use of workers temporarily transferred to the contractors from a company established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer).

- (d) Use of staff without employment contract (“self-employed persons working for the contractors”), without the tasks of the self-employed persons being well- defined parts of the contract.
 - (e) Use of suppliers and/or transporters by the contractors, to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this RFP.
 - (f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.
- (3) Tenderers must clearly indicate in their proposal which parts of the services are intended to be subcontracted; the identity, role, and qualifications of each subcontractor (where known); and the estimated value or percentage of work to be performed by subcontractors.
- (4) All subcontracted services must be declared at the time of submission. Substitution or addition of subcontractors after the award of the framework is only allowed with prior written approval from EIT Health.
- (5) The main contractor remains solely responsible for the overall delivery of the services; fully liable for the actions, omissions, and performance of its subcontractors; and responsible for ensuring that all subcontracted services comply with the terms of the FA and any SSC.
- (6) EIT Health will not have a direct contractual relationship with any subcontractor, and subcontractors may not claim payment or rights directly from EIT Health.
- (7) All subcontractors must meet the same eligibility and exclusion criteria as the main contractor; comply with all relevant provisions of the FA, including those on confidentiality, data protection and GDPR, environmental and social obligations, and recordkeeping and audit. Upon request, the main contractor must provide supporting documentation to verify subcontractor compliance.
- (8) EIT Health reserves the right to reject any proposed subcontractor that does not meet the required standards, and to request the replacement of a subcontractor at any time if justified by performance, conflict of interest, legal non-compliance, or reputational risk. The contractor shall propose an equivalent or better-qualified substitute within 5 working days of EIT Health’s request.
- (9) Subcontracting of the entire scope of services may be prohibited unless specifically justified and authorised. EIT Health may reject proposals that are deemed to represent excessive pass-through risk or where the main contractor has insufficient in-house capacity to manage the SSCs. The total subcontracted value may not exceed 20% of any given SSC, unless otherwise justified. All subcontracting agreements must be made available to EIT Health on request for verification.

3. Conflict of Interest

- (1) The provisions of this section apply to tenderers, consortium members, subcontractors, proposed personnel, and any third parties whose capacity is relied upon for the performance of the FA.
- (2) Tenderers must be free from any conflict of interest that could compromise, or reasonably be perceived as compromising, the impartiality, independence, or objectivity of either the procurement procedure or the performance of the FA.
- (3) A conflict of interest may arise, including but not limited to, where a tenderer:
 - (a) Has a direct or indirect financial, personal, professional, or organisational interest in the outcome of this procurement procedure;
 - (b) Has family, employment, business, or other relationships with persons involved in the preparation, evaluation, award, management, or oversight of this procurement procedure;
 - (c) Has participated in the preparation of this RFP or related procurement documentation in a manner that could provide an unfair competitive advantage;
 - (d) Possesses confidential or privileged information not available to other tenderers that could influence the outcome of the procedure;
 - (e) Is subject to any other circumstance that may impair, or appear to impair, independent and objective performance.
- (4) For legal services specifically, tenderers must maintain professional independence and implement appropriate measures to identify, manage, and mitigate conflicts arising from existing or prospective client relationships. Tenderers shall disclose any known circumstances that could give rise to a conflict between the interests of EIT Health and those of another client.
- (5) Tenderers shall submit a declaration confirming that they are free from conflicts of interest or, where a potential conflict exists, providing full details together with proposed mitigation measures.
- (6) EIT Health shall assess any disclosed conflict of interest and may:
 - (a) Accept the proposed mitigation measures;
 - (b) Require additional mitigation measures or replacement of affected personnel;
 - (c) Reject the proposed mitigation measures; or
 - (d) Exclude the tenderer from the procurement procedure where the conflict cannot be adequately mitigated.
- (7) Tenderers shall inform EIT Health without undue delay of any actual, potential, or perceived conflict of interest arising during the procurement procedure or during the execution of the FA.

4. Exclusion Grounds

- (1) In line with the principles of Directive 2014/24/EU, the EU Financial Regulation, and applicable national procurement rules, EIT Health shall exclude, or may exclude, tenderers from participation in this procurement procedure where one or more of the following grounds apply. These requirements apply equally to consortium members, subcontractors, and any entities whose capacity is relied upon to satisfy the selection criteria.
- (2) A tenderer shall be excluded where it, or any person having powers of representation, decision-making, or control within the organisation, has been the subject of a final judgment for:
 - (a) Participation in a criminal organisation;
 - (b) Corruption;
 - (c) Fraud affecting the financial interests of the EU;
 - (d) Terrorist offences or offences linked to terrorist activities;
 - (e) Money laundering or terrorist financing;
 - (f) Child labour or trafficking in human beings.
- (3) EIT Health may exclude a tenderer where there is evidence that the tenderer:
 - (a) Is bankrupt, insolvent, being wound up, or subject to similar proceedings;
 - (b) Has committed grave professional misconduct;
 - (c) Has shown significant or persistent deficiencies in the performance of previous contracts;
 - (d) Has entered into agreements with other economic operators aimed at distorting competition;
 - (e) Has attempted to improperly influence the procurement procedure;
 - (f) Has provided false, misleading, or incomplete information;
 - (g) Has failed to provide information or supporting documentation required by EIT Health;
 - (h) Is subject to a conflict of interest that cannot be effectively remedied through appropriate mitigation measures.
- (4) Tenderers shall submit a signed declaration (Annex 2) confirming that none of the exclusion grounds described above apply.
- (5) EIT Health reserves the right, at any stage of the procurement procedure or during the execution of the FA, to request supporting evidence, seek clarifications, consult official registers or databases (including EDES where applicable), and verify the information provided by the tenderer.

- (6) Any tenderer found to be subject to an exclusion ground, or to have provided false, misleading, or incomplete information, may be excluded from the procurement procedure.
- (7) Where an exclusion ground is identified after the award of the FA or an SSC, EIT Health reserves the right to terminate the relevant contract(s), recover any amounts unduly paid, and pursue any other remedies available under the contract or applicable law.

5. Selection Criteria

- (1) Tenderers must demonstrate that they possess the legal, financial, technical, and professional capacity necessary to perform the services covered by this FA. These requirements apply to individual tenderers, consortia, and, where applicable, subcontractors or third parties whose capacity is relied upon for the performance of the FA.

a. Legal and Regulatory Capacity

- (1) Tenderers must be legally established and authorised to provide the services covered by this FA in accordance with the laws and professional regulations applicable in their jurisdiction of establishment.
- (2) Tenderers providing regulated legal services must ensure that the personnel proposed for the performance of the services are duly authorised to practise law in the relevant jurisdiction(s).
- (3) Tenderers must ensure that the person signing the tender, and any resulting FA or SSC, is duly authorised to represent the entity.
- (4) In the case of a consortium, a lead member shall be designated and authorised to represent the consortium in all communications and contractual matters relating to this procurement procedure and any resulting FA.
- (5) Where a tenderer relies on the capacity of consortium members, subcontractors, or other third parties, such entities must satisfy the relevant legal and regulatory requirements applicable to the services they will perform.

b. Economic and Financial Capacity

- (1) Tenderers must demonstrate sufficient economic and financial capacity to perform the services covered by the FA and any SSCs awarded under it.
- (2) The tenderer shall have achieved an average annual turnover of at least EUR 100,000.00 during the two most recently completed financial years. The turnover should relate, wholly or partly, to activities relevant to the services covered by this procurement procedure.
- (3) Tenderers must maintain professional indemnity insurance (professional liability insurance) with a minimum coverage of EUR 1,000,000.00 per claim or equivalent.

- (4) Where a tenderer relies on the financial capacity of another entity, including a consortium member or subcontractor, it must demonstrate that the necessary resources will be available throughout the duration of the FA.
- (5) In the case of a consortium, the required turnover may be met collectively by the consortium members.

c. Technical and Professional Capacity

- (1) Tenderers must demonstrate that they possess the technical expertise, professional qualifications, and organisational capacity necessary to perform the services covered by this FA.

Relevant Experience

- (2) Tenderers must demonstrate successful delivery of at least five (5) comparable legal advisory assignments during the past three (3) years.
- (3) The assignments must collectively demonstrate experience relevant to one or more of the service categories described in Section II of this RFP.
- (4) At least one (1) assignment must have been performed for a public-sector body, international organisation, non-profit entity, research organisation, or EU-funded organisation.
- (5) Experience and capacity of consortium members, subcontractors, or other third parties may be considered only where their role in the performance of the FA is clearly described and contractually committed.

Key Personnel

- (6) Tenderers must propose a core team capable of delivering the services covered by this FA.
- (7) The proposed team shall include, at a minimum:
 - (a) A designated EIT Health Point of Contact;
 - (b) A Lead Legal Counsel for Commercial Law;
 - (c) A Lead Legal Counsel for Corporate Law.
- (8) Key personnel must:
 - (a) Have relevant academic and professional qualifications;
 - (b) Demonstrate a minimum of five (5) years of relevant professional experience;
 - (c) Demonstrate expertise relevant to their proposed role;
 - (d) Have a strong working knowledge of German law relevant to the service categories covered by this FA.

- (e) Be able to provide services in English at a professional working proficiency level equivalent to CEFR C1 or higher. Additional language capabilities, particularly German, French, Spanish, or other languages relevant to EIT Health operations, will be considered an advantage.

Organisational Capacity

- (9) Tenderers must demonstrate their ability to mobilise qualified personnel within short timeframes and manage multiple assignments simultaneously.
- (10) Tenderers must maintain appropriate organisational arrangements to ensure continuity of service, including replacement arrangements for key personnel and adequate resource planning.

d. Verification of Selection Criteria

- (1) Tenderers shall provide sufficient information and supporting documentation to enable EIT Health to verify compliance with the selection criteria set out in this section.
- (2) The documentation required to demonstrate compliance with the selection criteria is specified in Section VI and the relevant annexes to this RFP.
- (3) Documents not originally issued in English shall be accompanied by an informal English translation.
- (4) EIT Health reserves the right, at any stage of the procurement procedure and during the execution of the FA, to request clarifications, supporting evidence, updated documentation, or additional information necessary to verify compliance with the selection criteria.
- (5) Where, for valid reasons, a tenderer is unable to provide a specific document requested by EIT Health, alternative evidence demonstrating equivalent capacity may be accepted at EIT Health's discretion.

V. AWARD CRITERIA AND DECISION MAKING

1. Evaluation Methodology

- (1) The FA shall be awarded on the basis of the Most Economically Advantageous Tender (MEAT), considering both quality and price.
- (2) Proposals shall be evaluated using the following weighting:

Component	Maximum Score
Technical Evaluation (60%)	60
Financial Evaluation (40%)	40
Total score	100

- (3) Only proposals achieving at least 36 points out of 60 (60%) in the technical evaluation shall proceed to financial evaluation.

- (4) The evaluation shall be carried out by an evaluation committee appointed by EIT Health and documented in accordance with EIT Health procurement procedures.
- (5) EIT Health reserves the right to verify any information provided by tenderers and to request clarifications.

2. Award Criteria

a. Technical Evaluation

- (1) The technical offer shall be evaluated against the following criteria:

Nr.	Criterion	Maximum Points
1	Relevant Experience and Track record	25
2	Team composition	25
3	Understanding of the Commercial Law service requested in EIT Health's context	15
4	Understanding of the Corporate Law service requested in EIT Health's context	15
5	Understanding of the Regulatory and Compliance Advisory service requested in EIT Health's context	10
6	Understanding of the Corporate Governance and Housekeeping service requested in EIT Health's context	5
7	Understanding of the Dispute Resolution and Litigation service requested in EIT Health's context	5
	Total technical score	Sum of points awarded * 60%

- (2) Detailed scoring guidance is provided in the Technical Evaluation Matrix below:

Criterion 1: Relevant Experience and Track record:

Evaluation of: <i>Section 1 of the technical offer.</i>	Maximum Points (25)
Strong portfolio of comparable assignments with case studies, evidence of success and references that closely align with section II of the RFP.	20-25
Acceptable experience, in some cases relevant but not all aligned to EIT Health's specific context.	10-19
Limited, general or unclear experience that shows limited evidence of the potential to fulfil section II of the RFP.	0-9

Criterion 2: Team composition

Evaluation of: <i>Section 2 of the technical offer.</i>	Maximum Points (25)
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Senior team with directly relevant experience to section II of the RFP. CVs show domain expertise (e.g. corporate and commercial law experience for European public-funded entities), and the proposed team shows sufficient resources that could support urgent service requirements.	20-25
Qualified team, minor gaps in experience or domain expertise, team size or dedicated resources may be insufficient for urgent service requirements.	10-19
CVs missing, unclear roles or mismatched expertise that are not tailored to the RFP.	0-9

Criterion 3: Understanding of the Commercial Law service requested in EIT Health's context

Evaluation of: <i>Section 3 of the technical offer.</i>	Maximum Points (15)
Insightful understanding and methodology, with logical foresight that can be applied directly to EIT Health's commercial mandate and HE legal requirements; exerts professionalism, identifies key success factors and risks to be mitigated in EIT Health's context.	10-15
Reasonable understanding with some specifics, but no direct link to the context outlined in the question and lacks nuance or convincing strategy.	5-9
Generic or superficial answer; no examples were provided, or examples lack alignment with the question.	0-4

Criterion 4: Understanding of the Corporate Law service requested in EIT Health's context

Evaluation of: <i>Section 4 of the technical offer.</i>	Maximum Points (15)
Insightful understanding and methodology, with logical foresight that can be applied directly to EIT Health's commercial mandate and HE legal requirements; exerts professionalism, identifies key success factors and risks to be mitigated in EIT Health's context.	10-15
Reasonable understanding with some specifics, but no direct link to the context outlined in the question and lacks nuance or convincing strategy.	5-9
Generic or superficial answer; no examples were provided, or examples lack alignment with the question.	0-4

Criterion 5: Understanding of the Regulatory and Compliance Advisory service requested in EIT Health's context

Evaluation of: <i>Section 5 of the technical offer.</i>	Maximum Points (10)
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Insightful understanding and methodology, with logical foresight that can be applied directly to EIT Health's commercial mandate and HE legal requirements; exerts professionalism, identifies key success factors and risks to be mitigated in EIT Health's context	8-10
Reasonable understanding with some specifics, but no direct link to the context outlined in the question and lacks nuance or convincing strategy.	5-7
Generic or superficial answer; no examples were provided, or examples lack alignment with the question.	0-4

Criterion 6: Understanding of the Corporate Governance and Housekeeping service requested in EIT Health's context

Evaluation of: <i>Section 6 of the technical offer.</i>	Maximum Points (5)
Insightful understanding and methodology, with logical foresight that can be applied directly to EIT Health's commercial mandate and HE legal requirements; exerts professionalism, identifies key success factors and risks to be mitigated in EIT Health's context	4-5
Reasonable understanding with some specifics, but no direct link to the context outlined in the question and lacks nuance or convincing strategy.	2-3
Generic or superficial answer; no examples were provided, or examples lack alignment with the question.	0-1

Criterion 7: Understanding of the Dispute Resolution and Litigation service requested in EIT Health's context

Evaluation of: <i>Section 7 of the technical offer</i>	Maximum Points (5)
Insightful understanding and methodology, with logical foresight that can be applied directly to EIT Health's commercial mandate and HE legal requirements; exerts professionalism, identifies key success factors and risks to be mitigated in EIT Health's context	4-5
Reasonable understanding with some specifics, but no direct link to the context outlined in the question and lacks nuance or convincing strategy.	2-3
Generic or superficial answer; no examples were provided, or examples lack alignment with the question.	0-1

b. Financial Evaluation

- (1) The financial offer shall be evaluated based on the total calculated price submitted in Annex 6.

- (2) The financial score shall be calculated using the following formula:

$$\text{Financial Score} = (\text{Lowest offered price} / \text{Price of proposal}) * 100) * 40\%$$

- (3) The tenderer submitting the lowest evaluated offer price shall receive the maximum financial score of 40 points.

3. Final ranking

- (1) Each member of the evaluation committee shall perform an independent assessment of the proposals against the published award criteria and scoring matrix.
- (2) Following completion of the individual assessments, the evaluation committee shall hold a consensus meeting to discuss the results and agree on a final score for each proposal and each evaluation criterion.
- (3) The final technical score shall be the consensus score adopted by the evaluation committee and recorded in the evaluation report. The final score shall not necessarily correspond to the arithmetic average of the individual scores awarded by the evaluators.
- (4) The evaluation committee shall seek unanimous agreement wherever reasonably possible.
- (5) Where unanimous agreement cannot be reached, the committee may adopt the final score by majority decision, provided that:
 - (a) The reasons for the final score are fully documented;
 - (b) Any material divergence of views is recorded in the evaluation report; and
 - (c) The final score remains fully consistent with the published evaluation criteria and scoring matrix.
- (6) Following completion of the technical evaluation, the financial scores shall be calculated.
- (7) The final score of each proposal shall be calculated as follows. The maximum possible score is one hundred (100) points:

$$\text{Final score} = \text{Technical score} + \text{Financial score}$$

- (8) Proposals shall be ranked from highest to lowest according to their final score.
- (9) As this procurement concerns a single-supplier FA, the FA shall be awarded to the highest-ranked tenderer, provided that the tenderer:
 - (a) Satisfies all eligibility and selection requirements;
 - (b) Is not subject to any exclusion ground;
 - (c) Achieves the minimum technical threshold; and
 - (d) Remains compliant with all requirements of this RFP.

- (10) In the event of a tie in the final score, preference shall be given to the proposal obtaining the higher technical score.
- (11) Where a tie remains after application of paragraph (10), preference shall be given to the proposal obtaining the highest score in the following order of priority: Criterion 1, 2, 3, 4, 5, 6 and 7.
- (12) Where a tie still remains, EIT Health may apply another objective and non-discriminatory method consistent with the principles of transparency, proportionality, and equal treatment, provided that the method and reasons for its application are documented in the evaluation report.

4. Clarification and Rectification Procedures

- (1) To ensure a fair and transparent evaluation, EIT Health may, where necessary and in accordance with the principles of equal treatment and transparency, request clarifications or the rectification of formal omissions in submitted proposals.
- (2) Clarifications may be requested where parts of a proposal are ambiguous, unclear, contradictory, or where additional explanation is reasonably required to assess the proposal.
- (3) Tenderers may be asked to:
 - (a) Confirm the interpretation of specific information;
 - (b) Explain aspects of their methodology or pricing logic;
 - (c) Provide supporting information already referenced in their proposal; or
 - (d) Submit missing administrative documentation.
- (4) Rectification may be requested in relation to:
 - (a) missing signatures;
 - (b) missing declarations;
 - (c) proof of registration;
 - (d) incorrect annex references;
 - (e) formatting inconsistencies; or
 - (f) other minor omissions that do not affect the substance of the proposal.
- (5) Clarifications and rectifications shall not:
 - (a) Introduce new substantive information;
 - (b) Modify the technical solution offered;
 - (c) Alter the proposed team, methodology, or pricing;
 - (d) Improve the proposal beyond what was submitted by the deadline; or

- (e) Result in unequal treatment or provide a competitive advantage.
- (6) Any attempt to revise or materially improve a proposal through the clarification process may result in exclusion from the procedure.
- (7) EIT Health shall specify the deadline for responding to clarification requests. Failure to respond within the prescribed timeframe may result in rejection of the proposal.
- (8) All clarification requests and responses shall be conducted in writing, time-stamped, retained as part of the procurement file, and made available for audit purposes.
- (9) Comparable situations shall be treated consistently and in accordance with the principles of equal treatment and transparency.
- (10) EIT Health will not engage in post-deadline negotiations regarding the substance of proposals.

5. Award of the Framework Agreement

- (1) Upon completion of the evaluation process, the FA shall be awarded to the highest-ranked tenderer meeting all requirements of this RFP.
- (2) The evaluation committee shall submit its evaluation report and recommendation for award in accordance with EIT Health internal procedures.
- (3) The final award decision shall be taken by the competent EIT Health authority.
- (4) All participating tenderers shall be notified in writing of the outcome of the procedure.
- (5) Upon written request, unsuccessful tenderers may receive a summary of the reasons for the decision and their score in each evaluation area.
- (6) The successful tenderer shall be invited to sign the FA following expiry of any applicable standstill period.
- (7) The FA shall enter into force only upon signature by both parties.
- (8) If the selected tenderer fails to sign the FA within the prescribed period, EIT Health may invite the next-ranked tenderer to enter into the FA, provided that its proposal remains valid and compliant.
- (9) EIT Health reserves the right to:
 - (a) Not award the FA;
 - (b) Cancel or discontinue the procurement procedure at any time prior to signature of the FA;
 - (c) Postpone the award decision, when justified by internal, legal, operational, or funding considerations;

- (d) Verify the accuracy of information submitted by tenderers prior to contract signature.
- (10) Any decision not to proceed with the award shall be duly justified and communicated to all participating tenderers.
- (11) No compensation or reimbursement of costs shall be payable to tenderers in the event of cancellation or discontinuation of the procedure.

6. Notification and Publication of Results

- (1) Following the award decision, EIT Health shall notify all participating tenderers in writing of the outcome of the procurement procedure.
- (2) The notification may include, as applicable:
 - (a) Whether the tender was successful or unsuccessful;
 - (b) The final technical and financial scores obtained;
 - (c) The final ranking of the proposal;
 - (d) The identity of the successful tenderer; and
 - (e) The information regarding the applicable standstill period and the possibility to request additional information concerning the evaluation outcome.
- (3) Upon written request, unsuccessful tenderers may receive a summary of the reasons for the decision, including the characteristics and relative advantages of the successful tender, to the extent permitted by applicable law and without disclosing confidential information or commercially sensitive information belonging to other tenderers.
- (4) EIT Health shall publish the award results on OJEU and TED, and the publication shall include the name of the awarded contractor, a short description of the scope, the total contract value, and the duration of the FA.
- (5) EIT Health reserves the right to withhold information where disclosure would:
 - (a) Impede law enforcement;
 - (b) Otherwise, be contrary to the public interest;
 - (c) Prejudice the legitimate commercial interests of an economic operator; or
 - (d) Adversely affect fair competition between economic operators.
- (6) All notifications, evaluation records, clarifications, correspondence, and procurement documents shall be retained in accordance with EIT Health's document retention policies and may be made available for internal or external audit and control purposes in accordance with applicable legal and contractual requirements.

7. Remedies and Right of Appeal

- (1) Tenderers have the right to request review or lodge a complaint if they believe that the procedure has not been conducted in accordance with Directive 2014/24/EU, the applicable national transposition laws (e.g. VgV and GWB in Germany), and the principles of equal treatment, non-discrimination, proportionality, and transparency.
- (2) Tenderers who believe they have been disadvantaged by a procedural error or legal breach may request clarification, a formal review of the evaluation process, or a legal recourse via the competent review body. Such requests should be submitted in writing to EIT Health (appeals@eithealth.eu) as soon as possible following notification of results, and no later than any statutory deadlines under national law.
- (3) EIT Health shall observe a standstill period following notification of award. This period allows tenderers to raise objections before the contract is signed. After the contract is signed, appeals may still be possible under the applicable laws, but remedies may be limited. Requests may be addressed to General Administration of the Free State of Bavaria (<https://www.regierung.oberbayern.bayern.de/>)

VI. INSTRUCTIONS FOR BIDDERS

1. Submission Process

a. Submission Method

- (1) All proposals must be submitted electronically and exclusively via the Deutsches Vergabeportal (<https://dtvp.de>), which serves as the official procurement platform for this procedure.
- (2) To participate, tenderers must register on DTVP as a supplier (free of charge), download the tender documents, upload all required documents directly within the system, using the designated fields.
- (3) Submission via email, physical delivery, or cloud-based links (e.g. Dropbox, Google Drive, WeTransfer) is strictly prohibited and will result in disqualification.
- (4) The use of external file hosting platforms violates EU procurement rules on confidentiality, traceability, and equal treatment, and will not be accepted under any circumstances.

b. Deadline for Submission

- (1) The full proposal must be submitted by no later than **02 August 2026 23:59 CEST UTC/GMT+2**. The Deutsches Vergabeportal portal will automatically close the submission function at the exact deadline. Late submissions, even if

caused by internet or upload errors, will not be accepted unless the fault is attributable to the Deutsches Vergabeportal or EIT Health.

- (2) Tenderers are strongly advised to begin the upload process well in advance of the deadline to avoid disqualification due to last-minute technical issues.

c. Timetable

Questions accepted until	23 July 2026
Proposals accepted until	02 August 2026 23:59 CEST UTC/GMT+2
Proposals opened on	03 August 2026
Proposals evaluated until	10 August 2026
Notice of (non-)award sent on	11 August 2026
Standstill period until	21 August 2026
Signing of the FA from	24 August 2026

2. Format and Structure of the Proposal

a. General Format Requirements

- (1) All documents must be submitted in PDF format unless otherwise indicated. Files must be fully searchable (i.e. no scanned images for text-heavy documents, unless required for signed forms).
- (2) All content must be in English. Bidders may use electronic signatures in accordance with the eIDAS Regulation (EU No 910/2014), if applicable.
- (3) Virus-infected files, corrupted documents, or unsupported formats will result in disqualification of the affected documents or sections.

b. Use of Templates

- (1) All required templates (e.g. financial offer, declarations) are provided as annexes to this RFP. These must be used without modification, except where fields are intended to be filled in.

3. Clarification Process

a. Submitting Questions

- (1) All requests for clarification must be submitted exclusively via the Deutsches Vergabeportal platform, using the “communication” or “Q&A” function linked to the procedure. Questions sent by email, telephone, or other channels will not be answered. Questions must clearly indicate the relevant section and paragraph of the RFP. EIT Health will not provide informal or individual consultations regarding the interpretation of the tender documents.
- (2) Deadline for submitting questions: 10 calendar days before proposal submission deadline. No clarifications will be accepted after this deadline to ensure equal treatment.

b. Publication of Answers

- (1) Responses to all eligible and timely questions will be published anonymously via the Deutsches Vergabeportal platform and shall be accessible to all registered participants of the procedure.
- (2) The responses shall be considered as binding clarifications that form part of the procurement documentation. Answers may clarify, refine, or elaborate on the existing RFP text, but shall not alter its substance.

c. Disclaimer

- (1) EIT Health reserves the right not to respond to questions that are unclear, repetitive, or irrelevant to the procedure, to issue consolidated or amended answers in the form of a formal corrigendum if necessary, and to extend the submission deadline if clarifications substantially impact proposal preparation.
- (2) All decisions to amend or clarify the procedure will be communicated via Deutsches Vergabeportal only.
- (3) Bidders are encouraged to review all published Q&A responses before finalising their offer. EIT Health will not assume responsibility for misunderstandings arising from questions not submitted according to the procedure.

4. Language Requirements

- (1) All proposals and related documentation must be submitted in English. This includes the technical offer, the financial offer, and all supporting administrative documents, including declarations.
- (2) Supporting documents originally issued in another language (e.g. company registration, insurance certificates, diplomas) may be accepted without translation, provided that they are clearly identifiable and a brief summary in English is provided where necessary for understanding and evaluation.
- (3) EIT Health reserves the right to request a certified or sworn translation of any document during evaluation or prior to contract signature, if needed for clarity or legal compliance.

5. Content of the Proposal

- (1) For the purposes of this procurement procedure, the proposal shall consist of:
 - (a) The technical offer referred to in this section VI.5.a;
 - (b) The financial offer referred to in this section VI.5.b; and
 - (c) The administrative and legal documentation referred to in this section VI.5.c.

a. Technical Offer

- (1) The technical offer shall be submitted as a single searchable PDF document in English.
- (2) No mandatory template is provided. However, tenderers shall follow the structure presented in the table below and ensure that the information provided directly addresses the award criteria and scoring matrix set out in Section V.2. of this RFP.
- (3) No pricing information shall be included in the technical offer. Inclusion of pricing information may result in exclusion from the evaluation process.

Section 1 (Max 01 page)	Relevant Experience and Track Record: Describe the tenderer's experience that is most relevant to the services covered in section II of the RFP, i.e. relevant experience delivering legal services in corporate law and commercial law for public, EU, or health-related organisations, and deep understanding of German law. <u>The description should complement the information contained in Annex 4 (Declaration of Technical Capacity).</u>
Section 2 (Max 01 page)	Team Composition: Describe the tenderer's proposed team and explain why the proposed team is suitable for the performance of the FA, e.g. team structure, roles and allocation of responsibilities, availability arrangements, continuity arrangements, coordination across jurisdictions, etc. <u>The description should complement the information contained in Annex 5 (Declaration of Professional Capacity)</u>
Section 3 (Max 01 page)	Understanding of the Commercial Law service requested in EIT Health's context: Describe how the tenderer will support EIT Health with a complex multi-party agreement involving new business or revenue model involving IP ownership, exploitation, and data protection (e.g. in innovation ecosystems) with universities, corporates, and public funding (e.g. EU programmes or similar).
Section 4 (Max 01 page)	Understanding of the Corporate Law service requested in EIT Health's context: Describe how the tenderer will support EIT Health from initial structuring through to exit, meanwhile balancing legal protection, commercial objectives, and public funding constraints.
Section 5 (Max 01 page)	Understanding of the Regulatory and Compliance Advisory service requested in EIT Health's context: Describe how the tenderer will advise EIT Health on the mandate for commercial sustainability, compliance with EU funding rules (e.g. HE or similar programmes) and coordinated compliance across several EU countries (and/or non-EU jurisdictions such as Israel), considering EIT Health's German non-profit entity status.
Section 6	Understanding of the Corporate Governance and Housekeeping service requested in EIT Health's context: Describe how the tenderer will support EIT Health on tax, legal, and operational considerations among different

(Max 01 page)	branches or subsidiaries, in a way that is compliant and ensure long-term organizational sustainability.
Section 7 (Max 01 page)	Understanding of the Dispute Resolution and Litigation service requested in EIT Health's context: Describe how the tenderer will proactively identify and mitigate dispute risks in a multi-party, cross-border/jurisdiction, and publicly funded environment to prevent escalation.

b. Financial Offer

- (1) The financial offer shall be submitted separately from the technical offer and shall consist of the completed pricing table presented in **Annex 6**.
- (2) The prices submitted in Annex 6 shall constitute the maximum rates applicable under the FA and shall form the basis for pricing SSCs awarded during the term of the FA.
- (3) The financial offer shall be expressed in EUR and exclusive of VAT unless otherwise specified.
- (4) The prices submitted shall include all costs necessary for the performance of the services covered by the FA, including personnel costs, overheads, administrative costs, office expenses, communication costs, and any other costs that may reasonably be incurred in the ordinary performance of the services, unless expressly stated otherwise in Annex 6.
- (5) Reimbursable expenses shall be exceptional and shall not be considered included in the professional fees unless expressly stated otherwise.
- (6) Reimbursable expenses may include, where applicable and subject to prior written approval by EIT Health:
 - (a) Travel and accommodation expenses;
 - (b) Court, filing, registration, or notarisation fees;
 - (c) Translation or certification costs;
 - (d) Costs of engaging local counsel or external experts specifically requested or approved by EIT Health; and
 - (e) Other reasonable third-party costs directly related to the performance of a SSC.
- (7) Reimbursable expenses shall:
 - (a) Be incurred only where necessary for the performance of the services;
 - (b) Be supported by appropriate documentary evidence;
 - (c) Be invoiced at actual cost without any administrative surcharge or profit margin; and

- (d) Comply with any instructions, travel rules, or reimbursement conditions specified by EIT Health or in the relevant SSC.
- (8) Tenderers shall not modify the structure of Annex 6 unless expressly authorised by EIT Health. Conditional pricing, alternative pricing structures, or deviations from the pricing template may result in rejection of the proposal.
- (9) Unless otherwise specified in an SSC, the rates established under the FA shall remain fixed for the initial term of the FA.
- (10) EIT Health reserves the right, when awarding an SSC, to request a financial proposal based on the rates established under the FA, considering the specific scope, deliverables, estimated effort, and duration of the requested services.
- (11) The pricing methodology for the award of SSCs is described in Section III.2 of this RFP and the corresponding provisions of the FA.

c. Administrative and Legal Documentation

- (1) All documents forming part of the proposal shall be complete, accurate, fully readable, and submitted in accordance with the requirements of this RFP.
- (2) Unless otherwise specified, all declarations and forms requiring signature shall be signed by an authorised representative of the tenderer.
- (3) The following documents shall be submitted as part of the Proposal:
 - (a) **Annex 0:** Proposal Submission Checklist and Declaration
 - (b) **Annex 1:** Identification Form
 - (c) **Annex 1a:** Power of Attorney
 - (d) **Annex 1b:** Letter of Commitment
 - (e) **Annex 2:** Declaration on Absence of Grounds for Exclusion
 - (f) **Annex 2a:** Declaration on EU Russia Sanctions
 - (g) **Annex 3:** Declaration on Economic and Financial Capacity
 - (h) **Annex 4:** Declaration on Technical Capacity
 - (i) **Annex 5:** Declaration on Professional Capacity
- (4) Where a tender is submitted by a consortium or where the tenderer relies on subcontractors or third parties, the documentation required under this section shall also be submitted for such entities to the extent required by this RFP.
- (5) Failure to submit mandatory documentation may result in the rejection of the proposal, unless the missing information may be clarified or rectified in accordance with Section V of this RFP.

- (6) EIT Health reserves the right, at any stage of the procurement procedure or prior to signature of the FA, to:
 - (a) Request originals, certified copies, translations, or updated versions of any document;
 - (b) Request additional supporting evidence necessary to verify information contained in the proposal;
 - (c) Verify the authenticity and accuracy of any declaration or document submitted by the tenderer.
- (7) The technical offer, financial offer, and all administrative and legal documentation submitted by the successful tenderer shall form an integral part of the contractual documentation and shall be incorporated by reference into the resulting FA and any SSCs, to the extent applicable.