

Request for proposals

**Legal advice for designing scale-up strategy for
entrepreneurial education activity for
EIT Health InnoStars e.V.**

2 November 2021

1. Overview of EIT

The European Institute of Innovation and Technology (EIT) is an independent EU body that is boosting Europe’s ability to innovate. The EIT nurtures entrepreneurial talent and supports new ideas, bringing together the “knowledge triangle” of leading companies, universities and research centres to form dynamic cross-border partnerships called Knowledge and Innovation Communities (KICs). Currently there are eight thematic KICs: EIT Food, Climate-KIC, EIT Digital, EIT InnoEnergy, EIT Health, EIT RawMaterials, EIT Urban Mobility and EIT Manufacturing.

The EIT Health InnoStars e.V. (hereinafter referred to as ‘InnoStars’) are regional clusters of EIT Health Associate Partners representing industry, academia, and health providers linked to four regions in four countries (Portugal, Hungary, Poland, Italy) eligible for Horizon Europe Widening Participation or ESIF funds.

InnoStars’ expertise in regional development opens new opportunities for EIT Health technologies and the resulting collaboration across cultures and backgrounds will enhance disruptive innovations. The knowledge and experience of the InnoStars as well as the diversity of their populations, associated lifestyles, regulatory frameworks, and healthcare systems will help overcome barriers to rolling out innovations across Europe. Each InnoStar will provide innovation infrastructures, funded by Structural Fund investments and made available for use by EIT Health. InnoStars’ test beds and living labs will be able to test new ideas in a selection of EU regions with varied innovation capacities, each possessing differing governance and legal structures. The below map shows all EIT Health locations including those in InnoStars countries.

Our presence

EIT Health supports cross-border collaboration.

Six regional innovation hubs

Operate as strong clusters of relevant actors collaborating as a thriving ecosystem.

InnoStars

Headquartered in Budapest, EIT Health InnoStars spans several geographic regions in Hungary, Italy, Poland and Portugal.

Regional Innovation Scheme (RIS)

14 RIS Hubs in 13 countries to close the gap between regions that are healthcare innovation leaders and those with more moderate innovation.

Beyond Europe

Further hubs in the United States and Israel, connect innovators across Europe to other key thriving ecosystems beyond the EU.



2. Scope of work

2.1. General objectives

The objective of the current Request for Proposals is to procure advisory services providing technical assistance for the analysis and identification of a viable business model to monetise the existing entrepreneurial education program, that is jointly run by EIT KICs and a resulting scale-up strategy.

Reaching financial sustainability is a requirement from all EIT-funded programs in the mid-, long-run. In order to contribute to this overall goal, the entrepreneurial education activities shall be transformed to be able to attract funding from external sources. Therefore, EIT Health InnoStars aims to build up frameworks, cooperations to sustain (or preferably extend) its entrepreneurial education activities even in the case of EIT Funding decreases, without compromising the original aim of the program of closing the skills gap between Emerging Europe and the leading innovation ecosystems and provide talents coming from this region real access to international opportunities.

Since 2019 several rounds of pilots with potential customers have been run to assess different financial sustainability models and some co-funding has been attracted to the program in 2020-2021 respectively. Therefore, taken these conclusions into consideration, we would like to work-out and set-up a business model with packages and assure the legal set-up for engaging business partners (including contract templates).

EIT Health InnoStars is looking for legal support to advise the project team on identifying the best suitable business model and creating a scale-up strategy for the program, including development of contract templates.

2.2. Detailed work scope

InnoStars is searching for a Service Provider for the following tasks:

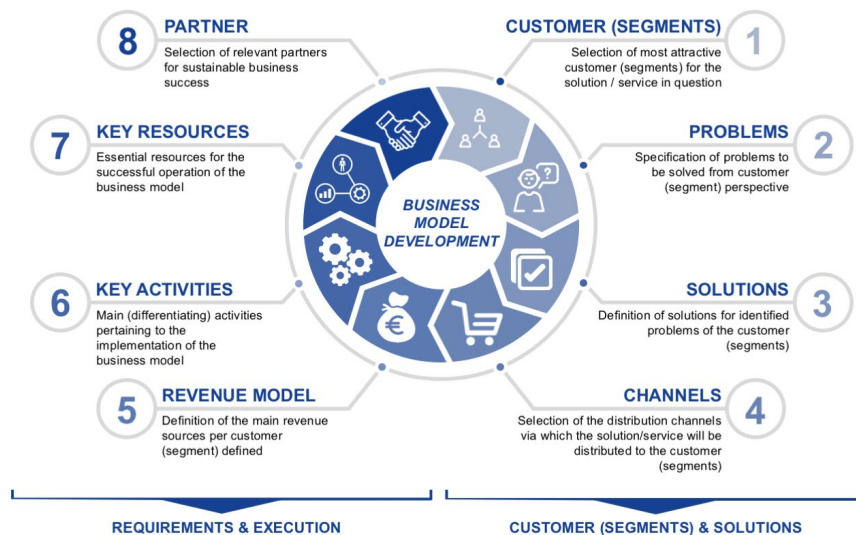
- 1) Screening of the entrepreneurial education program and identification of different business models to monetise the program (including direct delivery and licensing models) for scaling-up in a financially viable way and advisory on best-fitting business model and
- 2) Legal support through the development of implementation strategy and advisory on the legal framework (ownership, licensing and marketing of IP portfolios)
- 3) Development of necessary contract templates for potential customers of the program

2.3. Deliverables

List of deliverables	Date of requested services
1) Analysis of different business models for program-scale up in written format similar to example shown in point 2.4	31st December 2021
2) Development of scale-up implementation strategy	31 st December 2021
3) Development of contract templates	31 st March 2021

2.4. Methodology and organization of work:

The methodology of the analysis should follow the nexts steps:



Basic content of the analysis:

1) CUSTOMERS (SEGMENTS): Together with Innostars programme management the Expert shall work on identifying the most attractive target customers (segments), also validating the with proposed customer segment taking into consideration the attractiveness of the segment and developing a value proposition towards them.

2) PROBLEMS: The Expert together with the program management shall work on the verification of the existing “problems” of customer target groups should be carried out. As such, the systematic review of problems in terms of actual customer needs is crucial. Along the identified needs the value proposition should be specified.

3) SOLUTIONS / SERVICES: The third step is to develop appropriate solutions and services on the basis of problems from the previous step (i.e., those that have been identified and also verified in regards to customer’s willingness to pay as well as the ownership issues). It is important that solutions are both relevant and profitable.

4) CHANNELS: The fourth step is to determine via which distribution channels the solution/service will be distributed to the customers (segments) defined in the initial step.

This is the step where a potential franchise model should be analysed.

In terms of the franchise model, further investigation is needed regarding the following:

Legal and administrative actions needed to build a franchise model, cost of franchising, short version of an Operating Manual, advantages and disadvantages, challenges.

REQUIREMENTS & EXECUTION:

5) REVENUE MODEL: Within the framework of the revenue model, the significant sales flows per customer segment are defined and transferred into a conditions model. The model has to contain the planned revenue for the next 5 years.

6) KEY ACTIVITIES: The most important (i.e. differentiating) activities for rapid implementation and successful operation must be determined.

7) KEY RESOURCES: In accordance with key activities and other properties of the business model, the essential resources for successful operation of the model must be specified.

8) COSTS: This part has to go around the question of how much it costs this particular model to develop and operate.

9) PARTNERS: The final step is the identification of relevant partners for sustainable business success. This includes already existing and potential partners along the entire value chain of the newly developed business model, provided that they can make a significant contribution to success.

Recommended version of the table at the end of the analysis:

	Business Model nr 1	Business Model nr 2	Franchise model
Customers			
Problems			
Solutions/Services			
Channels			
Revenue Model			
Key Activities			
Key Resources			
Costs			
Partners			

One Tenderer is entitled only to apply for all tasks. When performing the Services, Service Provider shall operate under a Non-Disclosure Agreement signed additionally to the Service Contract.

EIT Health InnoStars shall issue a Performance certificate after completion of services.

2.5. Location, timing, planning, reporting

2.5.1. Location

The project will not have a specific office during the implementation. Video conferences and telephone conferences are preferred options for coordination meetings.

2.5.2. Start date & period of implementation

The start date of the implementation is the start date of the service agreement. The end date of the implementation is the 31st March 2022.

2.5.3. Payment terms

Service Provider is entitled to submit two invoices. First payment (50%) shall be made after accomplishing the first and second tasks (detailed in 2.3 point) and the acceptance of them by EIT Health

InnoStars, 2nd payment (50%) shall be made upon the acceptance of the remaining deliverable by Innostars. The total budget of the project shall include all travel and incidental expenses of the Service Provider. The payment of invoice is 30 days after receiving and accepting the invoice issued by the Service Provider.

3. Proposal Process

3.1. Submission of proposal

Proposals are requested to be emailed in English to the following address until **10.11.2021 23:59 CET** to:

Contact name: Ms Livia Papp, Finance Manager
E-mail: innostars.procurement@eithealth.eu

The proposal shall contain the technical response to the service requested (in line with point 2; 3.3 and 3.7), and the financial offer (the total price for the services listed in point 2). The bidder should propose price quoted in EUR, indicated as net amount (The submission form is annexed to this document).

The email including the proposal from the bidders should be sent and delivered by **10.11.2021 23.59 Central European Time**. Proposals received after the deadline shall be rejected without any evaluation.

Responses should be concise and clear. The tenderer's proposal will be incorporated into any contract that results from this procedure. Tenderers are, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counter-proposals, if applicable, shall also become an integral part of any resulting contract.

The tenderer represents that the individual submitting the natural or legal entity's proposal is duly authorized to bind its entity to the proposal as submitted. The tenderer also affirms that it has read the request for proposals and has the experience, skills and resources to perform, according to conditions set forth in this proposal and the tenderers' proposal.

3.2. Additional information before the deadline for submitting proposals

The instructions to tenderers should be clear enough to avoid tenderers having to request additional information during the procedure. In case the tenderers need additional information, please address it to the above- mentioned addresses.

3.3. Minimum requirements

Innostars expects to receive proposals from Service Providers who have at least 10 years of experience in the intellectual property law field both on national and European levels, with experience in licensing and marketing of IP portfolios in innovative businesses and start-ups.

The proposal should contain the CV of the proposed experts and a list of reference proving the above-mentioned experiences.

- Self-declaration (reference list) of services provided by the tenderer in the areas named in section 2.2 on this document in line with the following:
- Has experience in management advisory on the scale-up of innovative businesses to find their best-fitting business strategy with their innovations
- Has experience in the field of intellectual property protection both on national and European levels
- Has experience in the development of licensing contracts under German or Belgian law
- Good command of English

3.4. Price

The bidder should propose price quoted in EUR. The price quotes shall be free of any tax (such as VAT) and duty. Prices shall be final and not subject to revision from the time of entering into force of the contract until the end of contractual obligations. VAT is expected to be paid in Germany through straight or reverse charge mechanism, depending on the tenderer's tax residency. Tenderers from non-EU countries should indicate if local regulations do not allow them to issue an invoice without local VAT. In this case the price quote shall be gross of VAT.

3.5. Validity of proposals

The proposal shall be valid for a period of at least 90 days from the designated closing date indicated for receipt of proposals in the RFP. Please state in your proposal that it will remain valid for this period. Once your proposal is accepted during this period, the price quoted in your proposal must remain unchanged for the entire period of the resulting contract unless otherwise specified in this RFP.

3.6. Negotiation about the submitted proposal

After checking the administrative compliance of the tenderers, InnoStars can negotiate the contract terms with the tenderers. In this negotiation InnoStars will ask all tenderers to adjust the proposal or specific sections of the proposal within an appropriate time limit.

3.7. Evaluation of proposals

The quality of each proposal will be evaluated in accordance with the below mentioned award criteria. The award criteria will be examined in accordance with the requested service indicated in Section 2 of the document.

Evaluation criteria (weight in %)

1. **Technical content** – The offered services will be judged by the criteria named below and shall be compared with the competing offers. The evaluation is based on the proposed legal expert(s) experience. If a tenderer has more than one expert the experience of the most experienced expert will be evaluated. One expert can meet more than one criteria. The tenderer with the most relevant competences detailed under scope of work further above shall receive the highest score, others shall be calculated in relation to that as follows:
 - **Technical response to the Scope of Work as requested in point 2. above (30 points)**
 - o experience in management advisory on the scale-up of innovative businesses – minimum 10 years required: 5 points; each additional 1 year shall receive 1 point up to a maximum of 10 points.

- experience in the field of intellectual property protection – minimum 10 years required: 4 points; each additional 1 year shall receive 2 points up to a maximum of 20 points.
- Has experience in the development of contracts
- **Quality of references (15 points)**
 - The number of reference cases (in line with the work scope listed in point 2 and the minimum requirements of 3.3) exceeding 20 shall receive 15 points;
 - Number of reference cases falling between 10-20 shall receive 10 points;
 - Less than 10 reference cases shall receive 5 points;
 - Offers without references shall receive zero point.
- **Specific experience with the EIT's Knowledge and Innovation Communities (5 points)**
 - Specific experience in designing scale-up and IP strategy for start-ups and innovative businesses; and working experience with EIT's Knowledge and Innovation Communities (5 points);
 - Specific experience in designing scale-up and IP strategy for start-ups and innovative businesses; **or** working experience with EIT's Knowledge and Innovation Communities (3 points);
 - No such experience. (0 points).

Total technical score: 50 (weighting: 50% of the total maximum score)

2. **Price/total cost** – lowest offered total price shall receive the highest score, other shall be calculated in relation to that in linear equation.

Total financial score: 50 (weighting: 50% of the total maximum score)

Total maximum score: 100.

The winner shall be the one with the highest aggregate score summed from technical and financial scores and that bidder shall be proposed for the contract.

3.8. Signature of contract(s)

The successful and unsuccessful tenderers will be informed about the result of the award procedure with an email. The bidder should agree in his/her proposal to accept InnoStars' service agreement form (Annex 1) in full.

3.9. Cancellation of the proposal procedure

In the event of cancellation of the proposal procedure, InnoStars will notify tenderers of the cancellation. In no event shall InnoStars be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a proposal procedure, even if InnoStars has been advised of the possibility of damages.

3.10. Appeals/complaints

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. Appeals should be addressed to InnoStars. The tenderers have 3 days to file their complaints from the receipt of the letter of notification of award.

3.11. Ethics clauses / Corruptive practices

The InnoStars reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Contract, the InnoStars may refrain from concluding the Contract.

The supplier shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). He should inform the InnoStars immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

3.12. Safeguarding of EU's financial interest

The potential or actual supplier should accept that during the implementation of the contract and for four years after the completion of the contract, InnoStars has the right for the purposes of safeguarding the EU's financial interests, the proposal and the contract of the supplier may be transferred to internal audit services, EIT, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

Annexes:

Annex 1: Service Agreement Template

Annex 2: Service Tender Submission Form