



Culture & Creativity

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Request for Proposals – External Counsel

22 October 2026

Procedure timeline	Type of procedure	Financial proposal
22 October 2026 – expected Framework signature / Panel commencement: December 2026 / January 2027, following completion of the procurement procedure and applicable standstill period.	Open Procedure	Tenderers are invited to submit their Year 1 standard / rack rates, discount offered to EIT CC and resulting net Framework rates. Price will be evaluated based on the average Year 1 net Framework rate in accordance with the financial evaluation methodology set out below.

Proposals must be submitted by email to judith.wielens@eit-culture-creativity.eu, with procurement@eit-culture-creativity.eu in copy.

Clarification questions must be submitted by email to judith.wielens@eit-culture-creativity.eu, with procurement@eit-culture-creativity.eu in copy, by 9 November 2026. Relevant questions and consolidated answers will be published on the EIT CC website to ensure equal treatment of potential tenderers.

Appeals must be submitted by email to procurement@eit-culture-creativity.eu.

<https://eit-culture-creativity.eu/>

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About EIT Culture & Creativity

EIT Culture & Creativity (“EIT CC”) is the institutional partnership dedicated to transforming European cultural and creative sectors and industries (CCSI) to be more sustainable, resilient, and competitive.

Launched in 2023 by the European Institute of Innovation and Technology, an EU body, as one of the Knowledge and Innovation Communities (KICs), EIT CC provides access to funding, knowledge and tailored support. As part of the European innovation network, we build lasting connections between research, industry, academia and cultural institutions.

Our vision is to fundamentally strengthen the CCSI as a vital force for transformation—economically, socially and environmentally.

Our mission is to drive responsible growth in and beyond the CCSI through innovation, education, business creation and societal transformation.

We are present across Europe, with our HQ in Cologne and Co-Location Centres / Regional Hubs in Amsterdam, Barcelona, Bologna, Helsinki, Košice and Vienna.

Find out more at www.eit-culture-creativity.eu.

The organisation

EIT Culture & Creativity GmbH (EIT C & C GmbH) is the contracting entity conducting this procurement procedure.

EIT C & C GmbH currently operates through a multi-entity structure involving EIT CCSI e.V. as parent association, EIT C & C GmbH as the KIC Legal Entity / operating entity, and six country-level Co-Location Centre entities in Spain, Italy, the Netherlands, Slovakia, Austria and Finland. The Dutch CLC operates in the form of a foundation, while the other CLCs are separate legal entities governed by their respective local laws.

The External Counsel Panel is intended to support legal needs across this multi-entity structure. EIT Culture & Creativity GmbH, EIT CCSI e.V., the CLC entities and Salon Ventures B.V. identified in Annex 1, as well as any other legal entity that, during the term of a Framework Agreement, is directly or indirectly wholly owned or controlled by EIT Culture & Creativity GmbH, are intended to be eligible to receive legal services under the Framework Agreements (the

“Participating Entities”). This includes any successor, newly established or reorganised entity within the EIT Culture & Creativity group that replaces or assumes functions currently performed by an existing Participating Entity, provided that the relevant services remain within the scope and maximum value of the Framework Agreement.

For the purposes of this RFP, “controlled” means that EIT Culture & Creativity GmbH directly or indirectly holds a majority of the voting rights or otherwise has the ability to determine the management or strategic decisions of the relevant legal entity.

EIT CC intends to appoint up to three (3) law firms to the External Counsel Panel. A separate Framework Agreement will be concluded with each appointed law firm. The appointed law firms are expected to have complementary capabilities; individual tenderers are not required to demonstrate the same level of expertise in every legal area covered by this RFP. Appointment to the Panel does not guarantee any minimum number of assignments, minimum fee volume, minimum expenditure or minimum share of the overall legal work. EIT CC is not required to distribute work equally between Panel Firms or to instruct each Panel Firm during the term of the Framework Agreements.

EIT CC requires external legal support where specialist expertise, independent external advice, additional capacity, multi-jurisdictional or local-jurisdiction support, or representation is needed.

Use of the Panel by Participating Entities is optional. No Participating Entity is required to instruct a Panel Firm or to place any minimum volume or value of work under the Framework Agreements. Subject to applicable legal and internal approval requirements, an individual matter may be instructed directly by the relevant Participating Entity, or EIT Culture & Creativity GmbH may instruct a Panel Firm for the benefit of a Participating Entity where appropriate. EIT Culture & Creativity GmbH will not issue instructions on behalf of EIT CCSI e.V. without the e.V.’s agreement.

The objectives

The objectives of this request for proposal are:

1. RELIABLE ACCESS TO EXTERNAL LEGAL ADVICE

To establish a flexible panel enabling EIT CC to obtain high-quality external legal support on an ongoing and on-demand basis across a broad range of legal matters.

2. COMPLEMENTARY SPECIALIST EXPERTISE

To ensure that EIT CC is not dependent on a single law firm and can allocate matters based on subject-matter expertise, jurisdiction, conflicts, availability and value for money.

3. EIT / EU FUNDING AND REGULATORY EXPERTISE

To ensure access to legal advisers with demonstrable expertise in the legal and regulatory environment relevant to EIT CC, including EIT-specific rules, EU funding arrangements, Horizon Europe-related requirements, procurement and audit / financial risk questions.

4. MULTI-ENTITY AND MULTI-JURISDICTIONAL COVERAGE

To obtain coordinated legal support for the GmbH, e.V. and CLCs, including local legal advice in the relevant CLC jurisdictions and efficient coordination of local counsel where required.

5. EFFICIENT AND COST-CONSCIOUS SERVICE DELIVERY

To establish clear and discounted fee arrangements, responsive service delivery and proportionate use of senior and junior resources, while maintaining high professional quality and continuity of advice.

The services

The Panel is intended to cover the following legal areas. Tenderers must clearly identify the areas and jurisdictions in which they propose to act, whether the capability is provided directly or through affiliated / local counsel, and the relevant experience of the proposed lawyers. EIT CC expects the Panel, taken as a whole, to provide adequate coverage of all legal areas listed below.

CORPORATE & GOVERNANCE

Corporate and company law, governance, board and management matters, delegation of authority, shareholder matters, routine corporate reorganisations, establishment and management of entities, constitutional documents and related matters. Major stand-alone transformation or restructuring projects falling outside the ordinary recurring scope of the Panel are excluded.

COMMERCIAL & CONTRACTS

Drafting, reviewing and negotiating commercial contracts, service agreements, framework agreements, cooperation and partnership agreements, terms and conditions, amendment, termination and enforcement matters.

EMPLOYMENT

Employment and labour law, employment agreements, internal policies, termination matters, employee relations, employment disputes and employment matters in relevant jurisdictions.

ASSOCIATION LAW (VEREINSRECHT)

Specialist advice relating to EIT CCSI e.V., including German association law (Vereinsrecht), non-profit association governance, Articles of Association and By-Laws, membership matters, General Assembly and Executive Board matters, resolutions and internal decision-making, interaction between the association and its subsidiary entities, and related liability and compliance questions.

LITIGATION & DISPUTES

Pre-litigation advice, settlement negotiations, court proceedings and other dispute resolution matters, including coordination of local representation where required.

COMPLIANCE, ANTI-FRAUD & INVESTIGATIONS

Regulatory and compliance advice, internal policies, conflict-of-interest matters, whistleblowing, integrity and ethics matters, fraud prevention and anti-fraud measures, anti-bribery and anti-corruption matters, internal investigations, misconduct-related legal advice and related compliance issues.

PROCUREMENT, EU FUNDING & EIT REGULATORY FRAMEWORK

Specialist advice on EIT CC procurement and legal matters arising from EIT CC's status as an EIT Knowledge and Innovation Community and from EU funding arrangements, including the EIT Regulation and related EIT rules, decisions and guidance, the Horizon Europe framework, the KIC Partnership Agreement and grant arrangements, procurement and subcontracting requirements, eligible costs, amendments and implementation questions, audits, financial corrections and recovery risks, and the interaction of these requirements with EIT CC governance, contracting and operational structures.

INTELLECTUAL PROPERTY

Ownership, licensing, use, transfer and protection of intellectual property, including IP provisions in commercial, partnership, funding and innovation-related agreements.

INVESTMENT / CORPORATE FINANCE

Investments, financing structures, corporate transactions, shareholder arrangements, investment agreements and related corporate finance and governance matters.

LOCAL LEGAL SUPPORT IN CLC JURISDICTIONS

National-law advice relevant to EIT CC's Participating Entities and CLCs, including coordination with affiliated offices or local counsel where required.

Specialist coverage within the Panel: EIT CC does not require every appointed law firm to have specialist expertise in every area. However, the final Panel must collectively provide satisfactory coverage of all required legal areas. In particular, at least one appointed Panel Firm must demonstrate satisfactory specialist expertise in German association law (Vereinsrecht), and at least one appointed Panel Firm must demonstrate satisfactory specialist expertise in the EIT / KIC regulatory framework and related EU funding requirements. One Panel Firm may cover both specialist areas.

Panel composition rule: EIT CC intends to appoint up to three of the highest-ranked qualifying tenderers. If the three highest-ranked qualifying tenderers do not collectively provide the required specialist coverage, EIT CC may appoint the next highest-ranked qualifying tenderer that provides the missing mandatory specialist capability instead of the lowest-ranked tenderer within the otherwise

top-ranked group. EIT CC may appoint fewer than three Panel Firms if an adequate and compliant Panel cannot otherwise be constituted.

The specialist-coverage requirement relates only to the composition of the Panel and does not create any entitlement to a minimum volume, minimum spend or share of work for the Panel Firm providing the relevant specialist capability.

The process workflow

The Panel is intended to provide a practical mechanism for recurring and ad hoc legal support. EIT CC may allocate individual legal matters to the Panel Firm it considers best suited to the relevant assignment, having regard to objective considerations such as subject-matter expertise, jurisdiction, conflicts of interest, availability and urgency, continuity and prior knowledge, proposed staffing and seniority, applicable Framework rates and expected overall cost, complexity, strategic importance and risk profile.

Individual legal matters may be commissioned in writing, including by email, under the relevant Framework Agreement. The instruction should identify the scope of the assignment, the relevant requesting / benefiting entity, timing and, where appropriate, the applicable fee arrangement, estimate or cap.

EIT CC is not required to conduct a mini-competition for every individual matter and no rotation or equal-allocation mechanism applies. A matter may be directly allocated to the Panel Firm considered best suited on the basis of objective matter-related criteria, including subject-matter expertise, jurisdiction, conflicts of interest, availability and urgency, continuity and prior knowledge, proposed staffing and seniority, applicable Framework rates and expected overall cost, complexity, strategic importance and risk profile. The allocation decision will be documented in a proportionate manner so that the reason for selecting the relevant Panel Firm can be reconstructed. For larger, strategic or clearly defined matters, EIT CC may request a short fee proposal, capped or fixed fee, or proposed staffing approach from two or more Panel Firms where a comparative quotation would add value. No automatic financial threshold for such comparative requests applies under this RFP.

FRAMEWORK DURATION

Each Framework Agreement will be concluded for an initial period of twelve (12) months. EIT Culture & Creativity may, at its sole discretion and subject to

satisfactory performance, continued need, budget availability and the applicable internal approvals, extend the Framework Agreement up to two (2) times for an additional period of twelve (12) months each. The maximum total duration of each Framework Agreement is therefore three (3) years. No extension is automatic and each extension must be confirmed in writing by EIT Culture & Creativity.

Estimated maximum aggregate value

The maximum aggregate value of the External Counsel Panel is EUR 800,000 excluding VAT over the maximum possible three-year duration. This maximum value applies collectively to all Framework Agreements established under this procurement and to all legal services commissioned under the Panel during its term. It is not a value per Panel Firm and does not constitute a commitment by EIT Culture & Creativity to purchase any minimum volume of legal services, incur the full amount, or allocate any minimum value or volume of work to any Panel Firm. Actual expenditure and the allocation of individual assignments will depend on EIT Culture & Creativity's actual legal-services requirements during the Framework term.

Timeline

Publication of RFP	22 October 2026
Deadline for clarification questions	9 November 2026
Deadline for submission of proposals	23 November 2026, 17:00 CET
Evaluation	Late November–December 2026
Expected notification of award	December 2026
Standstill / appeal period	10 calendar days following notification
Expected Framework signature / Panel commencement	December 2026 / January 2027, following completion of the procurement procedure and applicable standstill period.

Clarification questions must be submitted by email to judith.wielens@eit-culture-creativity.eu, with procurement@eit-culture-creativity.eu in copy, by the clarification deadline stated above. EIT C & C GmbH will provide answers in a consolidated manner and share relevant answers with all potential tenderers to ensure equal treatment.

This is an Open Procedure. The RFP will be published on the EIT CC website and on TED. The submission period from 22 October 2026 to 23 November 2026 exceeds the minimum 30-calendar-day period applicable under the EIT CC Procurement Manual. The 10-calendar-day standstill period starts on the day after the award notification is sent. If an admissible appeal is submitted, contract signature will be suspended until the appeal is resolved.

The evaluation

ELIGIBILITY, EXCLUSION AND SELECTION CRITERIA

Before award-criteria scoring, timely tenders will be checked for administrative conformity, exclusion / eligibility requirements and selection criteria. Tenderers must demonstrate sufficient legal, technical, professional and financial capacity and submit all documents and information required under “The offer from the tenderer”, including Annexes 2 and 3. EIT CC may request supporting evidence where necessary.

Criteria #	Description	Weight
Relevant legal expertise	Relevant legal expertise and track record in the practice areas offered, including comparable external counsel / framework mandates.	30%
EIT / EU Funding / Procurement / Regulatory expertise	Relevant experience with EU-funded organisations, EU grant and procurement requirements and, where applicable, EIT / KIC-specific regulatory matters.	5%
Proposed team and relationship management	Quality and suitability of the proposed relationship partner, main contacts and core team, including seniority, continuity, availability, appropriate staffing and diversity in professional background, gender and perspectives.	20%
Service delivery and multi-jurisdictional coverage	Working model, responsiveness, service levels, quality assurance, conflict management and ability to support relevant jurisdictions directly or through affiliated / local counsel.	20%
Cost of service	Price, based on the evaluated average Year 1 net Framework rate calculated in accordance with the financial evaluation methodology below.	25%
Total		100%

FINANCIAL EVALUATION

For evaluation purposes, EIT CC will calculate an average Year 1 net hourly rate for each tenderer based on the net Framework rates submitted for all required seniority levels in Annex 2. Tenderers must complete all required seniority levels. Where a firm uses different internal titles, the closest equivalent role should be stated.

The tenderer with the lowest average Year 1 net hourly rate will receive 10 points for the Cost of Service criterion. The other tenderers will receive a proportionate score calculated as follows:

$$\frac{\text{Lowest average Year 1 net hourly rate}}{\text{Tenderer's average Year 1 net hourly rate}} \times 10$$

The resulting score will be weighted at 25% in the overall evaluation.

Proposals received by the submission deadline will be evaluated by a three-person evaluation committee. Each criterion will be scored individually on a scale from 0 to 10.

0 = unacceptable; 1–3 = poor; 4–6 = acceptable; 7–9 = good; 10 = excellent.

EIT CC may appoint fewer than three law firms if fewer than three qualifying tenderers submit compliant offers or if an adequate and compliant Panel cannot otherwise be constituted in accordance with the specialist-coverage and Panel-composition rules set out in this RFP.

The offer from the tenderer

The tenderer must be a law firm legally able to provide and invoice the services covered by this RFP. Tenderers are required to submit a comprehensive proposal addressing the following elements.

1. FIRM PROFILE AND MULTI-JURISDICTIONAL CAPABILITIES

A brief profile of the law firm, including size, principal offices, geographical footprint, relevant affiliated offices or networks and experience advising international, multi-entity and/or publicly funded organisations.

2. PROPOSED RELATIONSHIP PARTNER AND CORE TEAM

Identification of the proposed lead relationship partner / main contact for EIT CC, a deputy contact and the proposed core team. The proposal should describe the role and seniority of each proposed lawyer, principal areas of expertise, relevant jurisdictions, expected involvement in EIT CC matters, availability and continuity arrangements, and arrangements for substitution or escalation where necessary. Tenderers are encouraged to propose a team that reflects appropriate diversity, including in terms of gender, professional background, seniority and, where relevant, geographical experience.

EIT CC expects the relationship partner to remain actively involved in the relationship and to ensure appropriate oversight of work performed by the wider team.

3. RELEVANT EXPERIENCE

Description of relevant experience in the legal areas covered by this RFP, including representative mandates of comparable scope and complexity. Particular relevance will be attached to experience with international and multi-entity organisations, multi-jurisdictional corporate and governance matters, and ongoing external counsel / framework mandates.

4. EIT / EU FUNDING / PROCUREMENT / REGULATORY EXPERTISE

Tenderers should describe their specific expertise in EU funding and procurement matters and, where applicable, experience with the EIT / KIC regulatory framework, Horizon Europe, KIC Partnership Agreements, grant requirements, eligible costs, audits, financial corrections and related regulatory issues. Tenderers claiming specialist EIT / KIC capability should identify the relevant lawyer(s) and supporting experience.

5. GERMAN ASSOCIATION LAW (VEREINSRECHT)

Tenderers proposing coverage of German association law should identify the relevant specialist lawyer(s) and describe their experience advising German registered associations, including governance, Articles of Association / By-Laws, membership and governing-body matters and the interaction with subsidiary entities.

6. JURISDICTIONAL AND MULTI-JURISDICTIONAL COVERAGE

Tenderers should explain the jurisdictions covered directly by the firm; jurisdictions covered through affiliated offices, networks or local counsel; how matters across multiple jurisdictions are coordinated; how consistency and quality are maintained; and how local counsel fees and relationships would be managed.

7. WORKING MODEL AND SERVICE DELIVERY

Tenderers should describe how they would organise the day-to-day relationship with EIT CC, including intake and allocation of new matters, communication channels, coordination across practice areas and jurisdictions, escalation procedures, matter / project management, approach to fee estimates and budget control, handling of urgent matters, and continuity of knowledge across matters and Participating Entities.

8. SERVICE LEVELS AND RESPONSIVENESS

Tenderers should describe their proposed service standards, including expected response times for new requests, approach to urgent matters, availability of the relationship partner and key team members, indicative turnaround times for standard legal queries, and arrangements for time-sensitive matters. Tenderers may propose concrete service-level commitments.

9. QUALITY ASSURANCE

Tenderers should describe how they ensure consistent quality of legal advice, including partner supervision, internal quality-control or peer-review procedures where appropriate, knowledge management, consistency across jurisdictions and practice areas, and handling of errors, complaints or service-quality concerns.

10. CONFLICT MANAGEMENT

Tenderers should describe their conflict-check process, including expected timing for conflict clearance and how potential conflicts would be managed within an ongoing panel relationship.

11. REQUIRED TENDER DOCUMENTS

- Firm profile and legal entity details.
- Proposal addressing items 1–10 above.

- Completed Practice Area and Jurisdiction Coverage Table (Annex 2).
- Completed Financial Proposal / Rate Card (Annex 2).
- Completed Declaration on Honour (Annex 3).
- Any assumptions, exclusions and value-added services relevant to the proposal.

FINANCIAL PROPOSAL

Tenderers shall provide their standard / rack hourly rates for the initial twelve (12) month term, the discount offered specifically to EIT CC and the resulting Year 1 net EIT CC Framework rates. The Year 1 net Framework rates submitted for all required seniority levels in Annex 2 will be used for the financial evaluation described under “The evaluation” above.

The Year 1 net Framework rates shall constitute the maximum hourly rates applicable during the initial twelve (12) month term.

If EIT Culture & Creativity exercises an extension option, a Panel Firm may request an adjustment of its net Framework rates for the relevant Renewal Term. Any such adjustment requires prior written approval by EIT Culture & Creativity and may not exceed five per cent (5%) compared with the rates applicable during the immediately preceding contract year. No rate adjustment applies automatically. Any proposed adjustment must be notified to EIT Culture & Creativity at least thirty (30) days before the start of the relevant Renewal Term.

For individual matters, EIT CC and the relevant Panel Firm may agree more favourable commercial arrangements, including lower hourly rates, fixed fees, capped fees, blended rates or further discounts.

No costs incurred by tenderers in preparing and submitting the proposal are reimbursable.

The Year 1 net Framework rates submitted in Annex 2 will be used for the financial evaluation as described under ‘The evaluation’ above.

General terms and conditions

All proposals will be treated confidentially, and any personal or other data will be handled in accordance with applicable GDPR rules.

- Information provided by EIT CC in the context of this procurement procedure is confidential and must not be disclosed externally without prior written approval.
- Appointment to the Panel does not guarantee any minimum volume, number of assignments, expenditure or share of work. EIT CC is under no obligation to instruct every Panel Firm and may allocate work unevenly based on the objective requirements of individual matters. The aggregate Panel ceiling applies collectively across all Framework Agreements and is not allocated equally between Panel Firms.
- The Panel is non-exclusive. EIT CC may use other legal advisers where objectively required, including because of conflicts of interest, specialist expertise, jurisdictional requirements, capacity, urgency or matters outside the scope of the Panel, subject to applicable procurement rules.
- The Draft Framework Agreement attached as Annex 4 forms part of the RFP package. Tenderers should identify any requested deviations clearly in their proposal; acceptance of deviations remains subject to EIT CC's procurement and legal requirements.
- Data protection rules are followed according to GDPR.
- The relationship between EIT CC and the appointed Panel Firms is expected to respect fairness and loyalty throughout the procurement procedure and the lifetime of the Framework Agreements.

Appeal procedure

The mandatory standstill / appeal period for this procedure is ten (10) calendar days. It begins on the day after the Notification of Award is sent to all bidders.

Any appeal must be submitted in writing by email to procurement@eit-culture-creativity.eu within the standstill period and should identify the procedural irregularity alleged and include supporting facts or documentation where available.

Appeals are reviewed by the Legal Manager in cooperation with the COO. EIT CC will respond without undue delay and no later than seven (7) calendar days from receipt of the complaint.

If an appeal is deemed compliant and valid, signature of the Framework Agreements will be suspended until the appeal procedure is concluded. No

Framework Agreement will be signed before expiry of the mandatory standstill period.

All complaints, responses and resolutions will be documented as part of the procurement file.

Conflict of Interests

A conflict of interest means any situation where the impartial and objective implementation of the procurement procedure or the performance of legal services could be compromised for reasons involving family, emotional life, political or national affinity, personal or economic interest, professional relationships or any other direct or indirect interest.

Tenderers must notify EIT CC without delay of any actual or potential conflict of interest and must take all necessary steps to address such situation.

Prior professional engagements with EIT CC do not in themselves constitute a conflict provided that they do not result in privileged access to information, unequal treatment or undue influence on the procedure.

Panel Firms will be required to conduct matter-specific conflict checks before accepting individual instructions.

The tenderer acknowledges the EIT CC Code of Conduct, publicly available on the EIT Culture & Creativity website.

Contract

The final award does not yet constitute the contract. A separate Framework Agreement will be concluded with each law firm appointed to the Panel.

Each Framework Agreement will have an initial term of twelve (12) months and may be extended by EIT Culture & Creativity up to two (2) times for a further twelve (12) months each. The maximum total duration is three (3) years.

The maximum aggregate value of the Panel is EUR 800,000 excluding VAT over the maximum possible three-year duration. The ceiling applies collectively across all Framework Agreements and Participating Entities and does not guarantee any minimum spend or allocation to any Panel Firm.

Individual matters may be commissioned in writing, including by email, under the relevant Framework Agreement. The instruction should identify the relevant scope, requesting / benefiting entity, timing and, where appropriate, the applicable fee arrangement, estimate or cap.

The awarded tenderers will ensure that their services are provided in compliance with applicable GDPR requirements and professional confidentiality obligations.

ANNEXES

The following documents form part of the RFP package:

- Annex 1 – Participating Entities and Group Structure
- Annex 2 – Tender Response Templates (Practice Area / Jurisdiction Coverage, Team / Relationship / Service Delivery, and Financial Proposal / Rate Card)
- Annex 3 – Model Declaration on Honour
- Annex 4 – Draft Framework Agreement

Annex 1: Participating Entities and Group Structure

This annex is provided for background purposes and identifies the EIT CC entities currently intended to be eligible to receive legal services under the Framework Agreements. In addition, any legal entity that becomes directly or indirectly wholly owned or controlled by EIT Culture & Creativity GmbH during the term of a Framework Agreement may also qualify as a Participating Entity, subject to the scope and maximum value of the Framework Agreement.

Entity	Legal form / role	Jurisdiction
EIT Culture & Creativity GmbH	KIC Legal Entity / operating entity	Germany
EIT CCSI e.V.	Parent association	Germany
EIT Culture & Creativity North Oy	CLC North / Oy	Finland
EIT Culture and Creativity North West Stichting	CLC North West / Stichting	Netherlands
EIT Culture & Creativity South Srl	CLC South / Srl	Italy
EIT Culture & Creativity South East & Alps GmbH	CLC South East & Alps / GmbH	Austria
EIT Culture and Creativity South West SL	CLC South West / SL	Spain
EIT Culture & Creativity East AS	CLC East / AS	Slovakia
Salon Ventures B.V.	Controlled operating / venture entity	Netherlands
Future wholly owned or controlled entities	Any legal entity directly or indirectly wholly owned or controlled by EIT Culture & Creativity GmbH during the Framework term, including successor or reorganised entities	Relevant jurisdiction

Annex 2: Tender Response Templates

Tenderers are requested to complete the following practice-area / jurisdiction coverage and financial proposal tables.

A. Practice Area and Jurisdiction Coverage

Practice area	Coverage proposed (Direct / Affiliate / Local counsel / No)	Lead lawyer / specialist	Relevant experience / representative matters
Corporate & Governance			
Commercial & Contracts			
Employment			
Association Law (Vereinsrecht)			
Litigation & Disputes			
Compliance, Anti-Fraud & Investigations			
Procurement, EU Funding & EIT Regulatory			
Intellectual Property			
Investment / Corporate Finance			
Local Legal Support in CLC Jurisdictions			

B. Team, Relationship and Service Delivery

Tenderers should address the following points in their proposal. The table below is intended as a concise summary and does not replace the narrative response requested in Section “The offer from the tenderer”.

Item	Tenderer summary
Lead relationship partner / main contact	Name, role, location and expected involvement
Deputy / continuity contact	Name, role and continuity arrangement
Core team	Names, seniority, key expertise and jurisdictions
International working model	Direct offices, network / local counsel model and coordination approach
Responsiveness / service levels	Proposed response standards and urgent-matter arrangements
Quality assurance	Supervision, review, knowledge management and consistency controls
Conflict management	Conflict-check process and expected clearance timing

C. Financial Proposal / Rate Card

All rates should be stated excluding VAT.

Tenderers should provide Year 1 rates only. Any adjustment for a Renewal Term will be subject to the Framework Agreement and may not exceed 5% compared with the immediately preceding contract year.

Tenderers must complete all required seniority levels. Where the firm uses different internal titles, the closest equivalent role should be stated.

Seniority / role	Year 1 standard / rack hourly rate (EUR)	Discount offered (%)	Year 1 net EIT CC Framework hourly rate (EUR)	Comments / additional discounts
Partner				
Counsel / Of Counsel				
Senior Associate				
Associate				
Junior Associate / Trainee				
Paralegal / equivalent				

Minimum billing unit: _____

Fixed / capped fee capability: _____

Travel time treatment: _____

Travel and disbursement policy: _____

Local counsel / affiliated office fee treatment: _____

Additional volume / blended-rate discounts: _____

Declaration on honour on exclusion criteria and selection criteria

Procedure title: External Counsel Panel – Framework Agreements for External Legal Advisory Services

A. DECLARATION ON HONOUR ON EXCLUSION CRITERIA

[Option 1 when the candidate or tenderer is a legal person]

The undersigned *[insert name and surname of the signatory of this form]*, representing the following legal person:

Full official name:

Official legal form:

Statutory registration number:

Full official address:

VAT registration number:

Referred to below as **‘the person’**

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority¹, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

I – SITUATIONS OF EXCLUSION CONCERNING THE PERSON

(1) declares that the person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law;	☐	☐
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the	☐	☐

¹ The same EU institution, agency, body or office.

applicable law;		
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	☐	☐
(ii) entering into agreement with other persons or entities with the aim of distorting competition;	☐	☐
(iii) violating intellectual property rights;	☐	☐
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	☐	☐
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	☐	☐
(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	☐	☐
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;	☐	☐
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	☐	☐
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	☐	☐
(v) terrorist offences or offences related to terrorist activities as well as of inciting, aiding, abetting or attempting to commit such offences as defined in Articles 3, 14 and Title III of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism;	☐	☐

(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	☐	☐
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;	☐	☐
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	☐	☐
(g) it has been established by a final judgment or final administrative decision that the person has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.	☐	☐
(h) <i>(only for legal persons)</i> it has been established by a final judgment or final administrative decision that the person has been created with the intent referred to in point (g).	☐	☐
(2) declares that, for the situations referred to in points (1) (c) to (1) (h) above, in the absence of a final judgement or a final administrative decision, the person is ² :	YES	NO
i. subject to facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office, the Court of Auditors, or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	☐	☐
ii. subject to non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;	☐	☐
iii. subject to facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	☐	☐
iv. subject to information transmitted by Member States implementing Union funds;	☐	☐
v. subject to decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law;	☐	☐

² The declaration under this point (2) is voluntary and it cannot have adverse legal effect on the economic operator until the conditions of Article 141(1) (a) FR are met.

vi. informed, by any means, that it is subject to an investigation by the European Anti-Fraud office (OLAF): either because it has been given the opportunity to comment on facts concerning it by OLAF, or it has been subject to on-the-spot checks by OLAF in the course of an investigation, or it has been notified of the opening, the closure or of any circumstance related to an investigation of the OLAF concerning it.	☐	☐
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II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS

Not applicable when the tenderer/candidate is a natural person, a Member State or a local authority

(3) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the person, or who has powers of representation, decision or control with regard to the person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as defined by point 6 of Article 3 of Directive (EU) No 2015/849) is in one of the following situations:	YES	NO	N/A
Situation (1)(c) above (grave professional misconduct)	☐	☐	☐
Situation (1)(d) above (fraud, corruption or other criminal offence)	☐	☐	☐
Situation (1)(e) above (significant deficiencies in performance of a contract)	☐	☐	☐
Situation (1)(f) above (irregularity)	☐	☐	☐
Situation (1)(g) above (creation of an entity with the intent to circumvent legal obligations)	☐	☐	☐
Situation (1)(h) above (person created with the intent to circumvent legal obligations)	☐	☐	☐

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

Not applicable when the tenderer or candidate is a natural person, a Member State, a local authority or legal persons with limited liability

(4) declares that a natural or legal person that assumes unlimited liability for the debts of the person is in one of the following	YES	NO	N/A
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situations:			
Situation (a) above (bankruptcy)	☐	☐	☐
Situation (b) above (breach in payment of taxes or social security contributions)	☐	☐	☐

IV – OTHER GROUNDS FOR REJECTION FROM THIS PROCEDURE

(5) declares that the person:	YES	NO
was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	☐	☐

V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorising officer to determine whether such measures are sufficient to demonstrate its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence, which illustrates the remedial measures taken, must be provided in annex to this declaration. This does not apply for situations referred in point (1) (d) of this declaration.

VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners and appropriate evidence that none of those persons are in one of the exclusion situations referred to in (1) (c) to (f).

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

- For situations described in points (1): (a), (c), (d), (f), (g) and (h) above, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.
- For the situations described in point (1) (a), (b), recent certificates issued by the competent authorities of the the country of establishment. These

documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country of establishment, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority³. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

B. DECLARATION ON HONOUR ON SELECTION CRITERIA

I – SELECTION CRITERIA

Selection criteria applicable to the tenderer/candidate as a whole-consolidated assessment

(to be filled ONLY by the sole candidate/tenderer or the group leader in case of a joint tender)

The person, being a sole candidate/tenderer/the group leader of a joint tender/request to participate, submitting a request to participate/tender for the above procedure, declares that:

the candidate/tenderer, including all members of the group in case of joint tender/request to participate, subcontractors and entities on whose capacity the tenderer intends to rely if applicable:	YES	NO
(a) fulfils all the selection criteria for which a consolidated	☐	☐

³ The same institution or agency.

assessment will be made as provided in the tender specifications.		
(b) is not subject to conflicting interests which may negatively affect the contract performance.	☐	☐

In case of a procedure with lots the above statements apply to the lot(s) for which the request to participate/tender is submitted.

Selection criteria applicable individually to the involved entities of the tenderer/candidate- individual assessment

(to be filled individually by all members in case of a joint tender/request to participate and subcontractors)

The person, being a member of a joint tender/request to participate or a subcontractor, submitting a request to participate/tender for the above procedure, declares that:

the above-mentioned person complies with the selection criteria applicable to it individually:	YES	NO	N/A
(a) has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 4.2.2. of the tender specifications;	☐	☐	☐
(b) fulfills the applicable economic and financial criteria indicated in section 4.2.3. of the tender specifications;	☐	☐	☐
(c) fulfills the applicable technical and professional criteria indicated in section 4.2.4. of the tender specifications.	☐	☐	☐
(d) is not subject to conflicting interests which may negatively affect the contract performance.	☐	☐	☐

In case of a procedure with lots the above statements apply to the lot(s) for which the request to participate/tender is submitted.

II – EVIDENCE UPON REQUEST

The person must be able to provide the selection criteria supporting documents listed in the relevant sections of the tender specifications.

Where the evidence is not required to be provided with the request to participate/tender, the person is invited to prepare in advance the documents related to the evidence, since the contracting authority may request to provide these in a short deadline.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority⁴. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

⁴ The same institution of agency.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

C. DECLARATION ON HONOUR ON ESTABLISHED DEBT TO THE UNION

(to be filled ONLY by the sole candidate/tenderer or the group leader in case of a joint tender)

The person, being a sole candidate/tenderer/the group leader of a joint tender/request to participate, submitting a request to participate/tender for the above procedure, declares that:

the candidate/tenderer, including each member of the group in case of joint tender/request to participate, subcontractors,	YES	NO
does not have an established debt to the Union.	☐	☐

The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name:

Date:

Signature:

The declaration is to be signed with:

1. *Electronic signature (recommended option):*

In case you have the possibility to sign the declaration using a qualified electronic signature (QES), please have it signed electronically by your authorised

representative(s). Please note that only the qualified electronic signature (QES) within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted.

Before sending back your electronically signed document, please check the signature and validity of the certificate with one of the following tools:

- *DSS Demonstration validation tool available at <https://ec.europa.eu/cefdigital/DSS/webapp-demo/validation> can help you check the validity of a certificate by indicating the number and type of valid signatures in a document.*
- *EU Trusted List Browser can be consulted in order to check whether the electronic signature provider and the trust service it provides are part of European Union Trusted List: <https://webgate.ec.europa.eu/tl-browser/#>*

To make sure you use a QES compliant to eIDAS Regulation, you need to check that both the service provider and the qualified certificate generation service used are included in the EU Trusted List Browser.

2. Handwritten signature:

In case you do not have the possibility to sign the declaration using a qualified electronic signature (QES), please fill it in electronically, then print it and have it signed and dated by your authorised representative(s) using a hand-written signature.



Framework Agreement

22 October 2026

FRAMEWORK AGREEMENT EIT CULTURE AND CREATIVITY – EXTERNAL COUNSEL PANEL – [insert legal name of law firm]

This Framework Agreement (the "Agreement") is entered into by and between

EIT Culture & Creativity GmbH, a private limited liability company, having its registered office and place of business at Im Mediapark 5, 50670 Cologne, Germany, registered with the commercial register of the local court of Cologne under HRB 114847 and with VAT number DE361355333, legally represented herein by [Anette Schäfer], acting as [managing director] (Hereinafter referred to as "EIT CULTURE & CREATIVITY" and/ or the Party),

And

_____. with registered address at _____,
and registered under _____ and with Vat Nr: _____ herein
represented by Mr. _____, acting as (hereinafter referred to as the
"Contractor" and/or the Party)

(Hereinafter when referred collectively as to "the Parties")

WHEREAS EIT CULTURE & CREATIVITY is a European innovation community that supports collaboration between education, research, business, and the cultural and creative sectors to foster innovation, entrepreneurship, and skills development across Europe.

WHEREAS EIT CULTURE & CREATIVITY requires external legal advisory services and has conducted a procurement procedure in accordance with its procurement rules by launching a Request for Proposals for the establishment of an "External Counsel Panel – Framework Agreements for External Legal Advisory Services" (the "RFP").

WHEREAS Contractor has submitted its offer on _____ 20[.] (hereafter referred to as the Tender). The Tender meets the requirements set by EIT CULTURE & CREATIVITY, and Contractor has been selected for appointment to the External Counsel Panel of up to three law firms in accordance with the evaluation and Panel-composition rules set out in the RFP.

WHEREAS Contractor agrees to perform Assignments commissioned through Call-offs under this Agreement, all upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Article 1 DEFINITIONS

The following terms used in this Agreement shall have the meaning as set forth hereafter:

Agreement – This Framework Agreement under which individual legal assignments are commissioned through written Call-offs, including by email, in accordance with the RFP and this Agreement.

Annex(es) – Integrated part(s) of this Agreement as documented in an attachment to this Agreement.

Assignment – The legal advisory services commissioned for an individual matter through a Call-off within the scope described in the RFP and this Agreement.

Confidential Information - Any information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) under this Agreement (i) that is clearly marked as proprietary and/or confidential when disclosed or, (ii) from which the confidentiality and proprietary nature can be reasonably interfered under the circumstances. Without limiting the generality of the foregoing, the terms and conditions of this Agreement, including prices, are Confidential Information of both Parties.

Consortium – A group of legal entities in the capacity of Contractor who are jointly and severally liable for the performance of the Assignment.

Contractor – The law firm (or entities in a Consortium) appointed to the External Counsel Panel pursuant to the RFP procedure and entering into this Agreement.

PA (Partnership Agreement) - The agreement between EIT CULTURE & CREATIVITY and the European Institute of Innovation and Technology. The FPA lays down the conditions under which EIT CULTURE & CREATIVITY and the European Institute of Innovation and Technology work together, with respect to organizing the KIC Activities and receiving the funding from the European Institute of Innovation and Technology.

Legal representative – The natural person who, according to the corporate regulations of Contractor, is entitled to bind the Contractor legally.

CLCs – Co-location centres of EIT CULTURE & CREATIVITY

Participating Entities – EIT Culture & Creativity GmbH, EIT CCSI e.V., the CLC legal entities, Salon Ventures B.V., and any other legal entity that, during the Term, is directly or indirectly wholly owned or controlled by EIT Culture & Creativity GmbH, including successor, newly established or reorganised entities within the EIT Culture & Creativity group. For the purposes of this Agreement, “controlled” means that EIT Culture & Creativity GmbH directly or indirectly holds a majority of the voting rights or otherwise has the ability to determine the management or strategic decisions of the relevant legal entity.

RFP (Request for Proposal) – Underlying document with which Contractor was asked to submit its Tender provided that it was fulfilling the minimum requirements.

RFP documents – All documents (including the RFP) that are provided by EIT CULTURE & CREATIVITY during the procurement procedure.

Service(s) and/or Products – Requested services and/or products as defined in this Agreement and its Appendices which will lead to achieving the defined goals.

GA – (Grant Agreement) The Agreement that sets out specific terms and conditions and rights and obligations that are applicable to the specific grants awarded to EIT CULTURE & CREATIVITY.

Call-off – A written instruction commissioning an individual legal matter under this Agreement, including a simple instruction by email. A Call-off should identify at least the scope of the matter, the relevant requesting / benefiting entity and timing and, where relevant to the matter, the applicable fee arrangement, estimate or cap. A separate Statement of Work may be used as a form of Call-off for larger or more complex matters but is not required. A Call-off does not require a separately signed document.

Tender / Proposal – The offer submitted by Contractor in response to the RFP on the basis of which Contractor was selected for appointment to the External Counsel Panel in accordance with the RFP.

Third parties – All parties except: EIT CULTURE & CREATIVITY, Contractor and all their affiliated entities.

Working day – A calendar day, not the Saturday or Sunday, not an internationally respected holiday and/or the equivalent of such a day as respected by EIT CULTURE & CREATIVITY.

Article 2 SCOPE OF AGREEMENT AND SERVICES

2.1 This Agreement applies to legal advisory Services rendered by Contractor within the scope described in the RFP and individual Call-offs. Contractor has been appointed as one of up to three law firms on the EIT Culture & Creativity External Counsel Panel. Appointment does not guarantee any minimum number of assignments, fee volume, expenditure or share of EIT CC's overall external legal work.

Use of the Panel by Participating Entities is optional. No Participating Entity is required to instruct Contractor or to place any minimum volume or value of work under this Agreement. Subject to applicable legal and internal approval requirements, an individual matter may be instructed directly by the relevant Participating Entity, or EIT CULTURE & CREATIVITY may instruct Contractor for the benefit of a Participating Entity where appropriate. EIT CULTURE & CREATIVITY will not issue instructions on behalf of EIT CCSI e.V. without the e.V.'s agreement.

External legal advisory services under the EIT Culture & Creativity External Counsel Panel.

Major stand-alone transformation or restructuring projects falling outside the ordinary recurring scope of the External Counsel Panel are excluded from this Agreement.

Further details on the scope of work of the current Framework Agreement can be found in Annex I (RfP).

2.2 Individual legal matters may be commissioned through Call-offs in writing, including by email, under this Agreement. A separate or formally signed Statement of Work is not required. The instruction should identify the scope of the assignment, the relevant requesting / benefiting entity, timing and, where appropriate, the applicable fee arrangement, estimate or cap. EIT CULTURE & CREATIVITY is under no obligation to issue any Call-off to Contractor and is not required to distribute work equally, rotate assignments or conduct a mini-competition for every matter. A matter may be directly allocated to the Panel Firm considered best suited based on the objective matter-related criteria set out in the RFP. For larger, strategic or clearly defined assignments, EIT CULTURE & CREATIVITY may request a fee proposal, staffing approach or other matter-specific offer from two or more Panel Firms where a comparative quotation would add value. The allocation decision shall be documented proportionately.

For the avoidance of doubt, the addition or reorganisation of a Participating Entity shall not expand the substantive scope or maximum value of this Agreement beyond what was set out in the RFP.

Individual legal matters within the scope of this Agreement may be commissioned in accordance with Article 2.2.

2.3 The following documents (attached as Annexes to this Agreement) are an integral part of this Agreement. The Parties agree that all provisions on Contractors forms shall not apply. To the extent there is a conflict between these documents the order of precedence shall be as follows, with the first-mentioned document prevailing:

- a. The Agreement:
- b. Request for Proposals (RFP) - Annex I
- c. The Tender as submitted on – Annex II
- d. Financial Proposal / Rate Card – Annex III
- e. Declaration on Honour – Annex IV

2.4 Modifications or amendments to this Agreement are valid only if made in writing and in accordance with the applicable EIT CC procurement rules. A modification must not alter the overall nature of the procurement or constitute a substantial change requiring a new procurement procedure. Any modification above ten per cent (10%) of the initial contract value shall be documented through a formal written contract amendment. The Business Requestor shall document the justification for the modification and obtain the review / approvals required under the EIT CC Procurement Manual, including the Budget Owner and Legal & Procurement function where applicable. Successive modifications shall not be used to circumvent procurement requirements.

Article 3 TERM

3.1 This Agreement has an initial duration of twelve (12) months and is intended to commence on 1 January 2027 (the “Effective Date”), subject to completion of the procurement procedure and signature by both Parties.

3.2 The Initial Term runs for twelve (12) months from the Effective Date.

3.3 EIT CULTURE & CREATIVITY may renew this Agreement for up to two (2) consecutive periods of twelve (12) months each, up to a maximum total duration of three (3) years. Any renewal is at EIT CULTURE & CREATIVITY’s discretion, is not automatic and must be confirmed in writing before expiry of the then-current Term.

3.4 Continuation of performance after expiry, without an express written renewal under Section 3.3, shall not be interpreted as a renewed commitment by EIT CULTURE & CREATIVITY.

3.5 Where continuation of this Agreement depends on future EIT funding arrangements, EIT CULTURE & CREATIVITY may terminate the Agreement if EIT does not conclude the relevant Specific Grant Agreement or other required funding arrangement for one or more future years. Such termination shall be notified in writing and shall not affect payment for Services properly performed before the effective termination date.

Article 4 PERFORMANCE OF THE SERVICES – REPORTING

4.1 Contractor warrants that the Assignment will be performed in a diligent and professional manner, in compliance with industry and legal standards, and in accordance with all specifications, instructions and/or documentation described in the RFP Documents, the Tender or as otherwise agreed.

4.2 Contractor guarantees that all services and/or deliveries that are carried out, are in accordance with the requirements of this Agreement.

4.3 Contractor is obliged to give due timely and responsible indication of the outcome of the Assignment.

4.4 For material or clearly defined assignments, Contractor shall provide a proportionate fee estimate and proposed staffing mix if requested by EIT CULTURE & CREATIVITY. The Parties may agree a fixed fee, capped fee, blended rate or other matter-specific pricing below the applicable Framework rates.

4.5 EIT CULTURE & CREATIVITY may request clarification or a revised fee estimate where the proposed staffing or expected cost is not proportionate to the nature of the matter.

4.6 It is the responsibility of Contractor to further adjust the execution of the Assignment to changing conditions. Contractor will discuss impending relevant changes in statutory regulations impacting the execution of this Agreement with EIT CULTURE & CREATIVITY in a timely manner.

4.7 Contractor shall immediately notify EIT CULTURE & CREATIVITY of the completion of a material Call-off where EIT CULTURE & CREATIVITY would otherwise not be aware of it.

4.8 Contractor shall report on the status of material or ongoing matters at intervals reasonably requested by EIT CULTURE & CREATIVITY.

4.9 EIT CULTURE & CREATIVITY may, at any time during the progress of the Services, require additions, deductions, or deviations (all hereinafter referred to as a “Change”) of the Services. Changes to a Call-off, including any agreed price or schedule changes, shall be agreed in writing, including by email, by persons authorised to act for the relevant instructing entity and Contractor. Changes must remain within the scope of this Agreement and the RFP; amendments to this Agreement remain subject to Articles 2.4 and 12.6.

4.10 Contractor shall comply with all reasonable guidelines provided by EIT CULTURE & CREATIVITY for the implementation of Services within the scope of this Agreement and the relevant Call-off.

4.11 Deliverables and matter-status reports shall be provided in the form and at the intervals reasonably agreed for the relevant Call-off.

4.12 Contractor will ensure that the assigned services and/or deliveries continue in an undisturbed manner and are carried out properly and completely. The Contractor shall always ensure that continuation and execution is not interrupted due to illness, holidays or other reasons for the absence of personnel engaged for the services. Contractor will immediately take the necessary measures to make the required facilities and/ or the deployment of replacement personnel, as the case may be.

4.13 The Contractor shall refrain from changing key personnel during the execution of this Agreement. If key personnel will have to be replaced, Contractor shall consult with EIT CULTURE & CREATIVITY regarding such replacements. It being understood that the final decisions regarding allocation of personnel always remains with Contractor. Contractor shall in any event be liable for any costs and expenses pertaining to the replacement of key personnel.

Article 5 REMUNERATION, PAYMENT AND TAXES

5.1 Remuneration

5.1.1 The applicable maximum hourly rates for the Services during the Initial Term are the Year 1 net discounted Framework rates indicated in the Contractor's Tender / Financial Proposal.

5.1.2 The Year 1 net Framework rates are fixed in Euros, excluding VAT, and shall remain fixed throughout the Initial Term.

5.1.3 Additional services will not be paid for unless the RFP documents contain an explicit possibility to do so, EIT CULTURE & CREATIVITY gave an additional order, and Parties have given their written prior consent on the scope and price of the additional services.

5.1.4 If EIT CULTURE & CREATIVITY exercises an option to renew this Agreement, Contractor may request an adjustment of the net Framework rates for the relevant Renewal Term. Any such adjustment requires prior written approval by EIT CULTURE & CREATIVITY and shall not exceed five per cent (5%) compared with the rates applicable during the immediately preceding contract year. No rate adjustment shall apply automatically. Contractor must notify EIT CULTURE & CREATIVITY of any proposed adjustment at least thirty (30) days before the start of the relevant Renewal Term. The Parties may at any time agree lower matter-specific rates, fixed fees, capped fees, blended rates or further discounts.

5.1.5 Travel time, travel expenses, disbursements and local-counsel / affiliated-office charges shall be treated in accordance with the Contractor's Financial Proposal / Rate Card and the relevant Call-off. Any charge not expressly covered by the agreed Framework rates or Financial Proposal requires prior approval by EIT CULTURE & CREATIVITY.

5.1.6 Contractor shall provide sufficiently detailed invoices and, where requested, supporting time records identifying the relevant matter, professionals involved, time spent and applicable rates. Work outside the agreed scope of a Call-off requires prior approval.

5.2 Payment

5.2.1 The remuneration for each matter will be invoiced in accordance with the applicable Call-off and agreed fee arrangement.

Maximum aggregate value – The maximum aggregate value of the External Counsel Panel as a whole is EUR 800,000 excluding VAT over the maximum possible three-year duration. This ceiling applies collectively to all Framework Agreements awarded under the procurement procedure and to all permitted Participating Entities. It does not constitute guaranteed spend under this Agreement, a minimum commitment, or an entitlement of Contractor to any minimum volume or share of Panel work.

5.2.2 EIT CULTURE & CREATIVITY shall make payment of a correct and undisputed invoice within thirty (30) days from the receipt of the invoice, unless otherwise agreed upon in the specific RFP. A "correct" invoice is an invoice that meets EIT CULTURE & CREATIVITY's invoicing requirements including, but not limited to, correctly reflecting the fee as agreed upon by the Parties as well as the description of the services ordered and provided. If the payment period defined herein differs from the maximum period permitted by the applicable law, the payment period shall be the maximum payment period permitted by such law.

5.2.3 In the event of payment default of EIT CULTURE & CREATIVITY, Contractor shall be entitled to claim interest at the statutory default interest rate.

5.2.4 EIT CULTURE & CREATIVITY is entitled to suspend payment of invoices in case of alleged material misstatement of the facts. In this case, EIT CULTURE & CREATIVITY has to object to Contractor's invoice before expiry of the payment period or within 30 days of direct debit. In that case Contractor will remain liable for the execution of the Agreement.

5.2.5 Invoices shall be paid electronically by EIT CULTURE & CREATIVITY to the banking institution/account number provided by Contractor. In the event of a change of banking institutions and/or account numbers, Contractor shall provide the EIT CULTURE & CREATIVITY thirty (30) days prior written notice.

5.3 Taxes

5.3.1 Contractor shall take all necessary measures to comply with tax laws and regulations of each country in which it operates for the performance of this Agreement.

5.3.2 Except as otherwise provided in this Agreement, all duties, taxes and social insurance contributions ("Taxes") arising out of or in connection with Contractor's performance under this Agreement will be paid by Contractor. Contractor shall be solely liable for Taxes based on Contractor's net or gross income. Contractor shall indemnify and hold EIT CULTURE & CREATIVITY harmless from its failure to make payment of such Taxes.

5.3.3 The prices set forth in the Tender do not include any VAT or sales tax or any other analogous tax in any relevant jurisdiction ("Transfer Taxes") and are inclusive of any other taxes, custom duties, levies and similar charges.

5.3.4 EIT CULTURE & CREATIVITY shall be responsible for any applicable sales taxes ("Transfer Taxes") with respect to the prices paid for the Services and shall reimburse Contractor for any such Transfer Taxes paid by Contractor on EIT CULTURE & CREATIVITY behalf. Contractor will not charge an otherwise applicable Transfer Tax if the Services are exempt from Transfer Tax.

Article 6 INDEMNITY LIABILITY AND INSURANCE

6.1 The Services provided by Contractor shall always comply with the (local and international) regulations in force at the time of delivery. Contractor will discuss impending relevant changes in statutory regulations with EIT CULTURE & CREATIVITY on time. Contractor indemnifies, holds harmless and defends the EIT CULTURE & CREATIVITY against all claims in this regard.

6.2 The EIT CULTURE & CREATIVITY shall be liable without limitation for damages resulting from injury to life, limb, or health caused by intentional or negligent breach of duty by EIT CULTURE & CREATIVITY or its vicarious agents. EIT CULTURE & CREATIVITY shall also be liable without limitation for other damages resulting from intentional or grossly negligent breaches of duty by EIT CULTURE & CREATIVITY or its vicarious agents.

6.3 EIT CULTURE & CREATIVITY shall only be liable for damages and financial loss resulting from a simple negligent breach of essential contractual obligations (Kardinalpflichten) to the extent that such damage was foreseeable at the time the respective contract was concluded and is typical for this type of contract; essential contractual obligations (Kardinalpflichten) are those whose fulfillment characterizes the contract and on which the provider may reasonably rely.

Otherwise, liability is excluded.

To the extent EIT CULTURE & CREATIVITY's liability is limited or excluded, the limitations or exclusions also apply to the personal liability of EIT CULTURE & CREATIVITY's employees, legal representatives, and vicarious agents.

The limitations and exclusions of liability pursuant to this section 6.3 shall not affect EIT CULTURE & CREATIVITY's liability due to fraudulent concealment of a defect, or due to the assumption of a guarantee for the quality of an item.

6.4 Contractor will provide EIT CULTURE & CREATIVITY, upon request, certificates or proof of insurance that are sufficient to cover the obligations of Contractor under this Agreement.

Article 7 INTELLECTUAL PROPERTY, OWNERSHIP & EXPLOITATION

7.1 All (intellectual) property rights and related rights, including but not limited to copyright and patent rights, on all results of Contractor's activities under this Agreement, as well as on the materials used and/or developed thereunder shall be vested in EIT CULTURE & CREATIVITY. To that end, Contractor grants EIT CULTURE & CREATIVITY an exclusive, irrevocable, perpetual, worldwide, unlimited in terms of content, royalty-free license of use and exploitation. The license also included any types of use that are not yet known at the time of conclusion of the contract. The transfer of the rights of use and exploitation also includes, in particular, the permission to edit and sub-license to third parties. EIT CULTURE & CREATIVITY shall maintain the full and unrestricted ownership of the information and materials it delivers to Contractor in the execution of this Agreement.

7.2 Contractor shall waive all rights relating to such results and shall not reproduce, publish or supply any such results to any third party without EIT CULTURE & CREATIVITY's prior written approval.

7.3 Contractor is not permitted to use the word / figurative mark or other intellectual property rights of EIT CULTURE & CREATIVITY in any way or for advertising, promotional and/or acquisition purposes, unless with prior written consent of EIT CULTURE & CREATIVITY.

Article 8 LEGAL REQUIREMENTS – GDPR

8.1 Contractor shall always during the term of this Agreement comply with all the legal requirements pertaining to its professional activities. EIT CULTURE & CREATIVITY may request Contractor to provide proof of such compliance.

8.2 In the event Contractor qualifies as a processor as referred to in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) while Contractor processes personal data for EIT CULTURE & CREATIVITY during the

Assignment, Contractor guarantees the application of appropriate technical and organizational measures, for the processing to meet the requirements of the General Data Protection Regulation and the protection of the data subjects is guaranteed. Contractor processes personal data exclusively on commission and based on written instructions from EIT CULTURE & CREATIVITY, except for deviating legal prescriptions.

Article 9 TERMINATION

9.1 EIT CULTURE & CREATIVITY may terminate this Agreement in the event the Contractor breaches any material term or condition and where such breach remains uncured for more than fifteen (15) days after the breaching Contractor is provided written notice of such breach.

9.2 EIT CULTURE & CREATIVITY or Contractor may terminate this Agreement by written notice to the other Party if a proceeding is commenced against the other Party under any bankruptcy code and such proceeding has not been discharged, dismissed or terminated within thirty (30) days of its commencement.

9.3 Upon expiration or termination of this Agreement, Contractor shall cease performance of all Services. Notwithstanding the aforementioned, the terms and conditions of this Agreement shall remain in effect for any services not cancelled at such time and any services still to be provided shall continue until such services are completed unless otherwise requested by EIT CULTURE & CREATIVITY. EIT CULTURE & CREATIVITY's liability shall be limited to payment of the amount due for Services provided up to and including the date of expiration or termination.

Article 10 CONFIDENTIAL INFORMATION

10.1 "Confidential Information" means any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") under this Agreement (i) that is clearly marked as proprietary and/or confidential when disclosed or, (ii) from which the confidentiality and proprietary nature can be reasonably interfered under the circumstances. The terms and conditions of this Agreement are confidential to both Parties.

10.2 The Receiving Party shall (a) only use Confidential Information to exercise its rights and fulfil its obligations under this Agreement; and (b) maintain the confidentiality of Confidential Information and not disclose Confidential Information to any third party.

10.3 The Receiving Party's obligation of confidentiality and restriction on use shall not apply to information deemed Confidential Information by the Disclosing Party to the extent that the Receiving Party can reasonably demonstrate that the information was: (i) known to the Receiving Party before receipt from the Disclosing Party under this Agreement without restriction on use or disclosure or a breach of this Agreement at the time of disclosure; (ii) generally available to the public without any breach of this Agreement; or (iii) was independently developed by the Receiving Party without use of the disclosed Confidential information.

10.4 Where the Receiving Party is obliged to disclose the Confidential Information, in whole or in part, to comply with a court order, a verdict, an administrative act or a statutory requirement, the Receiving Party shall notify the Disclosing Party thereof without delay and in advance of such disclosure and shall support the Disclosing Party in defending against the requirement for disclosure or seeking further protection of such Confidential Information.

10.5 In accordance with Disclosing Party's written instructions, Receiving Party will, at its own expense, destroy (and certify in writing such destruction) or return the original and any copies of Confidential Information, except for a copy of the Confidential Information to be kept in accordance with the Receiving Party's professional standards in order to meet legal requirements. The Disclosing Party shall only disclose its own or a third party's Confidential Information where such Disclosing Party has the right to do so.

Article 11 SPECIAL CONDITIONS

11.1 Contractor acknowledges the obligations of EIT CULTURE & CREATIVITY under the PA and the GA, that EIT CULTURE & CREATIVITY receives grants from the European Institute of Innovation and Technology and that EIT CULTURE & CREATIVITY has the obligation to comply with controls, checks and audits and investigations (hereinafter "Audits") that may be carried out by the European Institute of Innovation and Technology, the European Court of Auditors and/or the European Anti-Fraud Office (OLAF). Contractor shall do everything that is necessary to enable EIT CULTURE & CREATIVITY to comply with these obligations.

11.2 Contractor acknowledges and agrees that the European Institute of Innovation and Technology, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under the PA and the GA also towards Contractor. Contractor agrees in this regard to comply with any requests (including but not limited to providing any information and/or documents at first request) made by the European Institute of Innovation and Technology, the European Court of Auditors and/or the European Anti-Fraud Office (OLAF) in the context of such audits as to the Agreement and the results of the Agreement by Contractor.

Article 12 MISCELLANEOUS

12.1 Assignments

Neither Party will assign this Agreement, in whole or part, without prior written consent of the other Party, such consent not to be unreasonably withheld.

12.2 Waiver

A Party's failure to enforce any right or remedy available under this Agreement will not constitute a waiver of that right or remedy.

12.3 Severability

If any of the provisions of this Agreement and/or in the Annexes is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining sections of this Agreement, and the Annexes and the validity of this Agreement as a whole shall remain unaffected. The Parties will replace the invalid or unenforceable section with one that comes closest to the economic intent of the section. This applies mutatis mutandis to any gaps in this Agreement.

12.4 Survival

All rights and obligations of the Parties, which by their nature would continue beyond termination, cancellation or expiration of this Agreement and/or a specific RFP will survive.

12.5 English Language

The Parties acknowledge that the terms and conditions of this Agreement are written in the English language and that it is the intent of the Parties that the English translation shall always apply. Contractor confirms that Contractor understands English.

12.6 Entire Contract

This is the entire Agreement between the Parties with respect to the Services. It supersedes all prior contracts, proposals, communications, and understandings, whether written or oral. This Agreement can only be amended in writing (Schriftform according to Section 126 German Civil Code) by authorised representatives of both Parties. All provisions on Contractor's forms shall not apply. Call-offs and changes to Call-offs within the scope of this Agreement do not constitute amendments to this Agreement and may be made in writing, including by email, in accordance with Articles 2.2 and 4.

12.7 Notices

Call-offs and changes to Call-offs may be made in writing, including by email, in accordance with Articles 2.2 and 4 and are exempt from the following form and delivery requirements. Any notice or demand described in this Agreement or required by law must be in writing (Schriftform according to Section 126 German Civil Code) and must be communicated by , mail or personal delivery to the following address:

EIT Culture & Creativity GmbH
Im Mediapark 5
50670 Cologne, Germany

The effective date of a notice will be (I) five (5) days following the date mailed for registered letters, or (II) when delivered, if in person. The above addresses may be changed at any time by giving prompt, written notice as provided above.

12.8 Force Majeure

Neither Party shall be liable for delays in performance or non-performance, in whole or in part - except for payments due - resulting from cases of force majeure. Force majeure is any unforeseeable event beyond the control of the respective contracting party that prevents it from fulfilling its obligations in whole or in part, such as fire, strikes, embargo, acts of the government, or other similar causes. In such event, the Party delayed shall promptly give notice to the other Party. The Party affected by the delay may: (a) extend the time for performance for the duration of the event, or (b) cancel all or any part of the unperformed part if such delay exceeds ninety (90) days.

12.9 Independent Contractors

The relationship of Parties is that of independent contractors, and nothing in this Agreement or otherwise shall be deemed to create any other relationship, including employment, partnership, agency or joint venture, between Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, franchisor and franchisee, partnership or of a joint venture, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractor.

Contractor has no authority to issue instructions to EIT CULTURE & CREATIVITY or its employees. EIT CULTURE & CREATIVITY has no authority to issue instructions to Contractor or its employees. Contractor is not involved in the EIT CULTURE & CREATIVITY's operational organization. Any employees or third parties employed by Contractor are subject exclusively to Contractor's authority and right to issue instructions. Contractor is not authorized to represent EIT CULTURE & CREATIVITY in legal transactions.

12.10 Non-Exclusive

The Panel and this Agreement are non-exclusive. EIT CULTURE & CREATIVITY is not required to allocate any minimum amount of work to Contractor and may allocate a greater proportion or the majority of work to another Panel Firm where objectively justified by the requirements of the relevant matters. EIT CULTURE & CREATIVITY may also use other legal advisers where objectively required and permitted under applicable procurement rules.

Article 13 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

13.1 Settlement of Disputes

In the event of a dispute ensuing from the interpretation or the performance of this Agreement, the Parties undertake to initially seek a friendly solution. If such solution cannot be reached, the dispute will be for the exclusive competence of courts of [Cologne, Germany]

13.2 Choice of Law

This Agreement will be governed by the laws of Germany, excluding its choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods.

Article 14 ELECTRONIC SIGNATURE

Parties agree that the signed copies, as provided for in electronic manner, shall be deemed to have the same evidential value as an original (signed) document.