FAQs

External Counsel Panel

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These FAQs should be read together with the RFP and the clarification on Local Counsel and Jurisdictional Coverage published on 4 November 2026. The submission deadline remains 23 November 2026, 17:00 CET.

In these FAQs, "local counsel" means a separate law firm or lawyer engaged by a Panel Firm to provide advice or representation in a particular jurisdiction. The Panel Firm remains EIT CC's contractual counterparty and responsible for coordinating and delivering the services. Affiliated offices are referred to separately, as in the RFP.

1. What is the Panel's geographical focus? May coverage be provided through a law firm network?

The Panel is intended primarily to support EIT CC's legal requirements in Germany and the CLC jurisdictions: Finland, the Netherlands, Italy, Austria, Spain and Slovakia.

Tenderers should explain how their proposed services address these requirements, identifying the jurisdictions covered directly or through affiliated offices, networks or local counsel. The proposal should describe coordination, quality assurance and fee arrangements and provide the information requested in Annex 2.

Coverage of every jurisdiction by an individual tenderer is not required. Please clearly indicate which of Germany and the CLC jurisdictions are covered and which are not. Coverage of additional jurisdictions may complement the proposed offering. The Panel is intended to bring together complementary capabilities, assessed under the published RFP criteria.

2. Must all local counsel be named and their participation confirmed with the proposal? May they be engaged when needed?

The proposal must explain the coverage offered, particularly for the jurisdictions identified above. A general reference to an international network does not replace the information requested in the RFP and Annex 2.

The RFP does not expressly require every potential local firm to be named or its participation confirmed at the tender stage. As described in the clarification of 4 November, specific local counsel may be proposed and engaged by the Panel Firm for individual assignments when needed.

Under this model, the Panel Firm engages local counsel as subcontractors and remains EIT CC's contractual counterparty and responsible for coordinating and delivering the services.

3. Must local counsel submit separate Declarations on Honour with the proposal?

A separate Declaration on Honour under Annex 3 is required for each local counsel firm proposed as a subcontractor in the tender.
Tenderers must describe their proposed jurisdictional coverage and delivery model as requested in the RFP and Annex 2. The possibility of appointing local counsel for future assignments does not replace this information.
No declaration is required with the tender for additional local counsel who have not yet been selected for future assignments. Network membership alone does not make every member a proposed subcontractor.

4. May specialist non-EU local counsel be proposed? Should potential providers submit documents directly to EIT CC?

Where a specific assignment requires specialist advice in another jurisdiction, a Panel Firm may propose suitably qualified non-EU local counsel, subject to applicable legal requirements and the published clarification.

EIT CC is selecting Panel Firms to support the requirements described in Question 1, not establishing a separate local-counsel roster. Separate applications or documents from potential local counsel are not invited.

The Panel Firm would be expected to verify compliance with applicable requirements and provide supporting information where needed for EIT CC's assessment of the proposed engagement.

5. Do the Annex 2 rates also apply to local counsel and affiliated offices?

Tenderers should explain which services their Framework rates cover and how local counsel and affiliated-office fees would be treated.

Under Article 5.1.5 and the published clarification, charges not already covered by the agreed rates or Financial Proposal require EIT CC's prior approval. Advance rates for every possible additional jurisdiction worldwide are not required.

6. May the Annex templates be reproduced in a separate document or in the tenderer's own format?

Yes, provided all requested fields, information and declarations are retained. Annex 3 must be duly completed and signed. The entire RFP PDF need not be returned.

Please also submit the other proposal information required by the RFP. All required seniority levels in the Financial Proposal must be completed in accordance with the RFP instructions.

7. May a complete or revised proposal be submitted before the deadline? Can eligibility be confirmed in advance?

A complete or revised proposal may be submitted by 23 November 2026, 17:00 CET. Please clearly identify whether it replaces or supplements an earlier submission.

All tenders will be assessed against the published requirements after the deadline. EIT CC does not provide individual pre-assessments of eligibility, compliance or likely evaluation results.

8. How will routine reorganisations be distinguished from excluded transformation or restructuring projects?

Routine corporate reorganisations may include individual measures of limited scope and complexity, such as a straightforward intra-group share transfer. By contrast, a comprehensive review and redesign of the group's legal and governance structure, or a major project implementing such a redesign, falls outside the Panel's scope.

These examples are illustrative. EIT CC will assess each proposed assignment against the scope set out in the RFP before commissioning, considering its overall scope and complexity.

9. Can historical figures or estimates of annual requirements by practice area and jurisdiction be provided?

EIT CC is not providing a breakdown of historical or anticipated matters or hours by practice area or jurisdiction. Assignments will depend on actual requirements. The aggregate Panel ceiling is not an estimate of annual expenditure and does not guarantee any minimum volume of work.

10. Which requirements are intended by the references to sections 4.2.2–4.2.4 in Annex 3?

These numbered references are a template error. They should be read as references to the applicable legal and regulatory, economic and financial, and technical and professional capacity requirements described under "The evaluation" and "The offer from the tenderer" in the RFP.

They do not introduce additional requirements or minimum thresholds. The existing Annex 3 template may be completed and submitted on that basis.

11. How do the audit requirements in Article 11 interact with confidentiality and professional secrecy?

Article 11 applies subject to mandatory law, including applicable professional secrecy obligations. Contractual confidentiality obligations cannot override applicable audit requirements. EIT CC cannot restrict the competent bodies' statutory powers.

12. May disclosure or modification of deliverables be made subject to the Contractor's prior consent?

13. May pre-existing materials and know-how be excluded from Article 7, with limited rights granted where incorporated into deliverables?

14. May "warrants" and "guarantees" in Articles 4.1 and 4.2 be qualified to exclude strict liability or a guarantee of outcome?

15. May amendments to the Contractor's liability and indemnity provisions be proposed?

Response to Questions 12–15

Any proposed deviation from the draft Framework Agreement must be clearly identified in the tender, together with the proposed wording. Acceptance remains subject to EIT CC's procurement and legal requirements and is not confirmed through these FAQs.

16. Where can tenderers access the Partnership Agreement, relevant grant provisions and Code of Conduct?

The Partnership Agreement and EIT CC Code of Conduct are publicly available.

For the Partnership Agreement, the relevant information and review provisions are Articles 10 and 12.1–12.2, together with Article 14 on confidentiality.

The public Horizon Europe Model Grant Agreement, particularly Articles 13.1, 25.1, 25.2 and 25.4, illustrates the relevant confidentiality and audit provisions. The provisions applicable to a particular assignment depend on the relevant Grant Agreement. This reference does not modify Article 11 of the draft Framework Agreement.