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FlexFunction2Sustain

Open Innovation Ecosystem for Sustainable Nano-functionalized Flexible Plastic and Paper Surfaces and Membranes

Starting date of the project: 01/04/2020
Duration: 48 months

= Deliverable D1.8 =
SEP Legal Entity Filed and Key Account Manager Hired

Dissemination level		
PU	Public	x
PP	Restricted to other programme participants (including the Commission Services)	
RE	Restricted to a group specified by the consortium (including the Commission Services)	
CO	Confidential, only for members of the consortium (including the Commission Services)	



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Executive Summary

Deliverable 1.8 is related to Task 1.5 “Setup of the SEP Front Office Legal Entity” and address the legal creation of the Single Entry Point (SEP) company as sales representative for the FlexFunction2Sustain Open Innovation Test Bed (OITB)’s catalogue of offerings.

In the original project plan, the FlexFunction2Sustain consortium aimed at creating a non-profit association that founds a commercial subsidiary as for-profit limited liability company. During the first 18 months of the project the consortium elaborated and discussed in detail possible implementations of the legal model of the FlexFunction2Sustain OITB. Several challenges appeared that prevented the creation of the SEP company up to now. They are summarized together with an initial SEP business plan in Deliverable 1.4 (“Basic Principle of SEP operation”):

- Some partners raised concerns related to potential liability risks for the OITB association, the association’s board of directors, or the OITB members.
- Three partners identified clear legal roadblocks that prevent them from becoming member of an association with a commercial subsidiary (in particular in case the association is at risk of losing its own non-profit status because of that): one due to restrictions in the statutes of the mother company, one other because they offer legal services that forbid them to participate in parallel commercial activities and the third is restricted by being a publicly owned university.
- A financial forecast for the SEP company revealed the need for more than 220.000 € investment of the members in addition to the projected EC contribution from the FlexFunction2Sustain H2020 project of up to 560.000 € to finance the start-up phase of the company. A more detailed calculation is given in Deliverable 1.4 (“Basic SEP Operation Principle”).
- Market evaluation revealed that a single OITB might not provide access to a market big enough and/or sufficient service delivery capacity to allow sustainable business of a Single Entry Point Company which primarily service a single OITB. This is based on the assumption that an SEP would require between 400 and 500 k€ per year for operation and that the OITB members may not assign more than approx. 10 ... 20% of their operations capacity to exclusive sales by the SEP company

Therefore, the FlexFunction2Sustain consortium proposes to contract one or more external sales companies with an existing sales infrastructure as Single Entry Point. That will allow (a) multiple OITB to share a single entry point and (b) the implementation of multiple (regional) SEP for the FlexFunction2Sustain OITB. Co-operation with an existing company will reduce significantly the start-up cost for the project for setting up the SEP.

Based on that, FlexFunction2Sustain helps to create a network of regional single entry points for the whole European Open Innovation Ecosystem and so maximizes the impact and service quality of the OITB network.

Instead of presenting a newly founded SEP company, Deliverable 1.8 explains the concept, the conditions and legal setup of the interaction between the FlexFunction2Sustain OITB association and a potential external SEP Company.

On February 7th, 2023 the ESNA - European Sustainable Nanotechnologies Association as the Flexfunction2Sustain OITB association was created as non-profit association according the French 1901 law of association with a place of business in Paris, France. By that the association was registered officially by 27/02/2023 and to became operational by Month 36 of the project (March 2023, cf. Deliverable 1.6 “OITB Member Association Filed”). The call for tender for SEP was published on 12/05/2023 and is open until 31/05/2023. Selection and contraction will be performed in June 2023.

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1. Introduction

Deliverable 1.8 is related to Task 1.5 “Setup of the SEP Front Office Legal Entity” and address the legal creation of the Single Entry Point (SEP) company as sales representative for the FlexFunction2Sustain Open Innovation Test Bed (OITB)’s catalogue of offerings.

In the original project plan, the FlexFunction2Sustain consortium aimed at creating a non-profit association, which would establish a commercial subsidiary as for-profit limited liability company. During the first 18 months of the project the consortium elaborated and discussed in detail possible implementations of the legal model of the FlexFunction2Sustain OITB. Several challenges appeared during evaluation that prevented the creation of the SEP company by now. The results were summarized together with an initial SEP business plan in Deliverable 1.4 (“Basic Principle of SEP operation”):

Deliverable 1.8 is related to Task 1.5 “Setup of the SEP Front Office Legal Entity” and address the legal creation of the Single Entry Point (SEP) company as sales representative for the FlexFunction2Sustain Open Innovation Test Bed (OITB)’s catalogue of offerings.

2. Results and discussion

2.1. Review SEP model proposed in the original draft

In the original project plan, the FlexFunction2Sustain consortium aimed at creating a **non-profit association** that would establish a **commercial subsidiary as for-profit limited liability company**. This company was expected to act as sales agent and project manager for customer contracting for the FlexFunction2Sustain OITB offerings. The SEP sales and promotional activities of the SEP rely on a catalogue of services and a communication kit provided by the OITB association. In parallel the OITB association is expected to perform standardisation and regulatory activities, knowledge-management, dissemination and education tasks. The original model of creating an association owned commercial company was chosen to enable the OITB at any time full control over the SEP company activities, IP and income.

During the first 18 months of the project the consortium elaborated and discussed in detail possible implementations of the legal model of the FlexFunction2Sustain OITB. Several challenges appeared that prevented the creation of the SEP company in due time. Key findings were summarized together with an initial SEP business plan in Deliverable 1.4 (“Basic Principle of SEP operation”):

- Some partners raised concerns related to potential liability risks for the OITB association, the association’s board of directors, or the OITB members.
- Some industrial partners raised concerns about complex and lengthy decision processes in the association.
- Three partners identified clear legal roadblocks that prevent them from becoming member of an association with a commercial subsidiary (in particular in case the association is at risk of losing its own non-profit status because of that) – this was already expected in the “Critical Risks” table in the Grant Agreement. One partner faces restrictions in the statutes of the mother company (COA), one other offers legal services that forbid them to participate in parallel commercial activities (SHPLaw) and the third is restricted by being a publicly owned university (AUTH).
- A financial forecast for the SEP Company revealed the need for more than 220.000 € investment of the members in addition to the projected EC contribution from the FlexFunction2Sustain H2020 project of up to 560.000 € to finance the start-up phase of the company. A more detailed calculation is given in Deliverable 1.4.
- Market evaluation revealed that a single OITB might not provide access to a market big enough and/or sufficient service delivery capacity to allow sustainable business of a Single Entry Point Company which primarily service a single OITB. This is based on the assumption that an SEP would require between 400 and 500 k€ per year for operation and that the OITB members may not assign more than approx. 10 ... 20% of their operations capacity to exclusive sales by the SEP company.

2.2. Alternative SEP models that were discussed

Table 1 summarizes the alternative models in comparison to the originally proposed SEP model including the results of the discussions with respect to advantages and disadvantages of each of the models. After comprehensive evaluation of each model (involving the partners’ legal departments), the FlexFunction2Sustain consortium has decided during the **Month 18 Project General Assembly Meeting** to implement **model (b): contracting one or more independent sales companies as SEP**. The details for the implementation of the model are given in the following sections.

Table 1: Legal models for OITB ↔ SEP interaction

Index in Figure 1	Name	Description	Evaluation
(a)	association owned subsidiary	as described in the FlexFunction2Sustain Grant Agreement; association creates limited liability company with hired general manager and supervisory board composed by the association	<ul style="list-style-type: none"> + OITB controls SEP strategy + OITB has full access to all SEP information + all founding OITB members equally involved + OITB controls use of SEP earnings + OITB has access to SEP intellectual property (IP) <ul style="list-style-type: none"> - OITB must finance start-up phase (> 220 k€) - slow decision processes - potential liability risk to association/members - members restrictions to SEP statutes (e.g. no demand for additional financing) - association might lose non-profit status
(b)	contract with independent company	The association signs a co-operation contract with an existing, independent limited liability company, the company gets non-exclusive access to OITB catalogue of services	<ul style="list-style-type: none"> + association not financially accountable for SEP + association can contract/dismiss SEP(s) any time + easier setup of non-commercial association + customers acknowledge independent SEP + one SEP may serve multiple OITB <ul style="list-style-type: none"> - OITB has very limited control over SEP strategy and over SEP purchasing (so that SEP may easily contract competitors of the OITB) - weaker negotiation position for the OITB e.g. for access to SEP IP - hard to find suited companies - OITB has no access to SEP earnings
(c)	partners are regional SEP	The association does not establish a SEP at all but association members may act as regional SEP. The model can be mixed with the the models in a way that partners act as sales agents of the OITB	<ul style="list-style-type: none"> + customer experience in local language with short ways + use existing sales infrastructure of members <ul style="list-style-type: none"> - some partners are not allowed to act as SEP - potential for conflicts upon competing offers or upon service delivery quality (e.g. a partner may prioritize his own customers in service delivery) - inhomogeneous customer experience and different contract models.
(d)	interested partners found new company as SEP	The association is not involved in the SEP, while interested partners found together a limited liability company as SEP. Members who cannot become shareholders are involved through a supervisory board	<ul style="list-style-type: none"> + circumvents any issues of model (a) by selecting only interested parties for SEP creation + association might not be needed at all <ul style="list-style-type: none"> - inequality between members still existing [e.g. <i>earning distribution; decision power</i>] - hard to bind new OITB members
(e) similar to (b)	coordinator and interested persons found private SEP	similar to (b) but based on the willingness of key persons in the project to establish a new company dedicated for the SEP role	<ul style="list-style-type: none"> + all advantages of model (b) + SEP is run by experts in the technology field and by people familiar with the OITB tasks and objectives + Private investment and commitment of involved key persons in the project increases chances of success and OITB dedication of the SEP <ul style="list-style-type: none"> - all disadvantages of model (b) - compliance issues; in particular, in case persons fulfil a double role of in the project; double role as coordinator of project and SEP not possible at all.

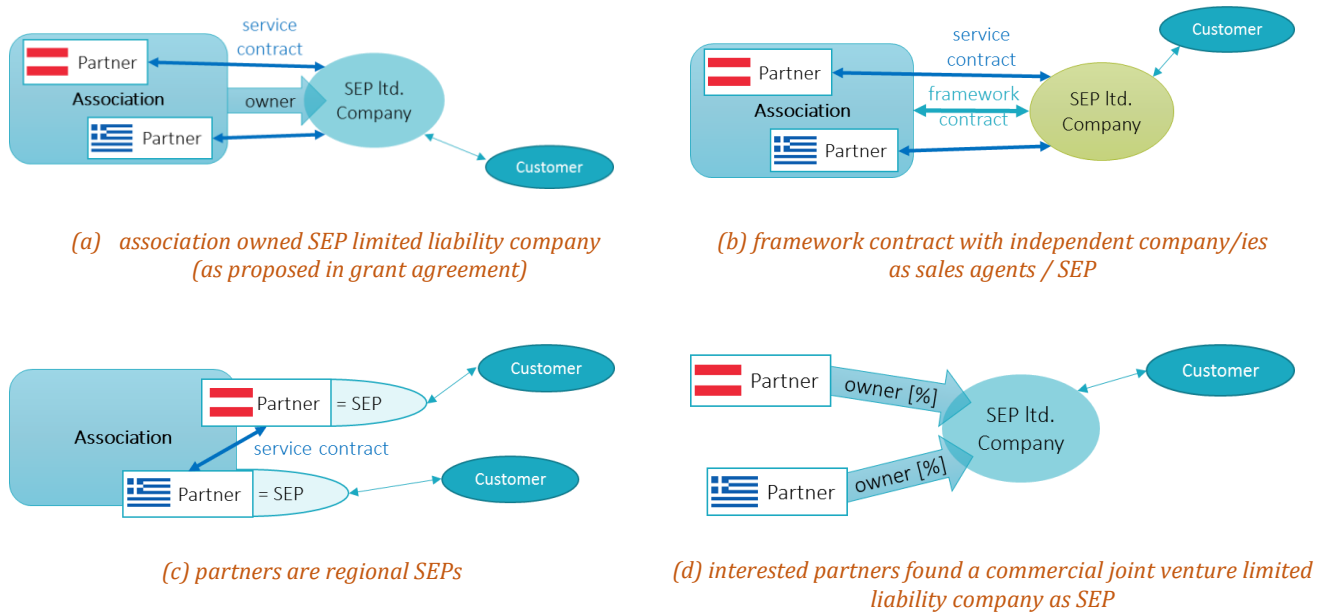


Figure 1: Illustration of the different SEP ownership and association ↔ SEP interaction models

2.3. Implementation of the SEP | OITB interaction

To implement the described model, the FlexFunction2Sustain consortium will **request an amendment of the Grant Agreement** to become effective with Month 19 of the project. After approval by European Commission, the FlexFunction2Sustain association will launch a public tender based on neutral specifications to identify suitable SEP companies. The association will sign a framework agreement with at least one SEP providing the company with access to the assets of the OITB association (in particular the catalogue of service, brand identity, a communication kit and the project management process and principles). The SEP will receive the right to use these assets solely for promoting the OITB offerings to potential customers or to attract potential new members to the association. The OITB association business plan (see Deliverable D1.5) foresees that in the future SEP might be required to pay a license or franchise fee for the right to use the OITB brand.

The association will implement a technical committee / working group that will create and maintain the catalogue of offerings of the FlexFunction2Sustain OITB. That group will be the main contact point of the association for the SEP(s). To develop the OITB portfolio, any SEP will be obliged to report to the OITB association market information and trends as well as information about and feedback from customers. Based on the reports, the SEP will help the OITB association to adjust its catalogue of offerings, services and products to market needs. After the OITB catalogue of offerings and customer database has proven its relevance to the market, the OITB will request from the SEP a license fee for receiving access to the OITB assets.

The implementation follows the model of an “authorised dealer” such as widely implemented e.g. in automotive retail. There, car dealers are chosen to become “authorized dealers” of a specific brand using their logo, corporate design, communication material, operations guidelines. Such authorized dealers receive exclusive offers and early access to new models.

In a similar way, FlexFunction2Sustain may provide to SEP a limited regional responsibility for providing the OITB services. It is intended to establish multiple, regional SEP in focus on specific regions within the European Union. Limited regional responsibility hereby means, that the association will not contract with a second SEP company to focus on providing services for the same region. However, at any time, OITB members themselves will be allowed to use the OITB assets for their own commercial activities. They may sell OITB joint services to their customers and so act as an SEP by themselves. The access to the OITB assets and catalogue of offerings thereby is only valid during active membership.

In contrast to the current planning in the Grant Agreement, a large portion of activities and value will be covered by the FlexFunction2Sustain association instead of the SEP. This includes especially the project tasks 6.2 (Customer Relations); 6.3 (Standard Service Portfolio) and 6.4 (Investor Relations). Therefore, the association shall become members of the project consortium as well. Also, the FlexFunction2Sustain consortium intends to include the selected SEP partner as (associated) partner to the FlexFunction2Sustain H2020 project with either no or little cost-reimbursement limited to *e.g.* travel cost for project meetings.

2.4. Specifications for the SEP company/companies

The SEPs represent preferred access partners to technology, business, and marketplace partners for the OITB Association. It is intended that almost all commercial activities of the FlexFunction2Sustain OITB as a whole and those activities of the members, that relate to the objectives of the OITB, will be handled by the SEPs. As a result, the SEP will be a lever for success or a bottleneck for the development of the OITB association. Especially, the SEP partners provide important and up-to-date information to the OITB association in the support of the development and expansion of the OITB association catalogue of offerings using the market potential, recognizing, and developing new potentials and to penetrate innovative new fields.

The SEP is the most critical success factor for the OITB association. If the OITB association wants to be successful in the market, the SEP must act faster and be more effective than other European providers and much faster and better than the aggressive competition from Asia and America, which is partly state-driven and better capitalized and less affected by regulations.

Therefore, any SEP that will be contracted by the OITB association must fulfill a set of standards and requirements to bring the necessary speed and effectiveness to the market. These standards and requirements are described in detail in Deliverable D1.5 ("OITB Business Plan"). Selected elements are summarized below:

1. At least 5 years of experience of the company or its managing director in the target market segments of FlexFunction2Sustain, so that the (time and money-intensive) development of noteworthy and practically useful experience in this high-speed industry of about 5 to 10 years at the expense of the OITB association can be avoided. In this way, the OITB association has a head start with the SEP and does not fall behind.
2. A convincing concept and suited sales infrastructure to successfully promote the OITB offerings
3. Highest standardization of all processes, documents, and contracts with members of the OITB association and customers, so that the advantage gained through the networks can be realized in contracts.
4. Methodological and structural compatibility with the "OITB-2-Market" process, that was developed in the FlexFunction2Sustain OITB business plan and will be implemented in the OITB operations guidelines.
5. Customer access data, so that a new customer base can be built up quicker through the existing trust than through the competition.
6. Populates a suitable database system provided by the OITB association with leads, so that the usual time span of 2 years to create a relevant database can be saved.
7. Financial capacity of the SEP of 1 million Euros, so that the expenses of the first three years to build up the core competencies of the OITB association can be carried with concrete result (database generation, acquisition of the first customer base, creation of express project management, creation of visibility in the market, build-up Sales structure, participation in critical pilot projects, co-financing of financially weak partners). The consequences of lacking the necessary financial

resources in the critical starting phase, can be seen in plenty weak (not market relevant) transfer companies around the world.

8. Consistency in the lived values, to assure a high level of reliability in the cooperation with the OITB association.
9. No conflict of interest between the SEP company and an OITB members, in particular no affiliation link between the OITB association or its members and the SEP company. No individual person shall have a double role in the association (e.g. through being affiliated with a member as shareholder or employee) and in the SEP management to avoid compliance issues. Compliance guidelines of the Fraunhofer Society may serve as draft for conditions implemented to the public tender for the SEP company.

These preliminary standards and conditions will be refined in the next months and then will be transformed into a neutral specification document as the basis for the public tender for selecting the SEP. The OITB association's working group "Business Development and Service portfolio" will be in charge of preparing the document, while the Association General Assembly will approve the final tender document.

2.5. Core aspects of the Association / SEP framework contract

The key regulations of the SEP framework contract will include the items summarized in the table below. A draft of the framework contract has been attached to this Deliverable, in a next step the draft will be agreed between all members of the OITB association and will be finalized. After selecting an SEP from the tender respondents, the contract will be finally negotiated with the SEP, which may involve changes in the detail for the implementation of the contract.

Table 2: Key regulations for the OITB association ↔ SEP framework contract

Item	Description
Validity period	indefinite, unless terminated by either party
Termination	1 year notice to the end of a calendar year or for a cause with 1 month grace period
Use of brand + logo	Free or paid during validity period solely to advertise OITB services
Task of the SEP	Actively promote and sell OITB services and Products; OITB services must be offered to the customer if they suit their needs
Exclusivity	No exclusivity on both sides: OITB members free to sell elsewhere SEP free to contract 3 rd party services OITB <i>may</i> commit not to contract a second external SEP company for the same region
Financial support to SEP	No money transfer to SEP from association
SEP Commission Fees	SEP may add fair and reasonable commission fees to the OITB service prices
Obligations of association	<ul style="list-style-type: none"> • Definition and continuous updates of market-oriented catalogue of OITB offerings. Offerings may include services, prototypes, products, and IP licenses • Maintenance of the OITB brand identity and communication package • implementation and provision to the SEP of project management guidelines and rules for OITB internal procurement upon competing offers
Secrecy Agreement	<ul style="list-style-type: none"> • SEP and association sign secrecy agreement for information exchange with members • Template for secrecy agreement for OITB ↔ SEP ↔ Customer: full power to SEP to sign the secrecy agreement with customer on behalf of OITB.
Reporting Obligations (SEP => OITB)	<ul style="list-style-type: none"> • Statistics on customer-requests and purchases of OITB offerings incl. turnover generated from OITB offerings broken down to countries • OITB relevant customer names, where not restricted by NDA or applicable law • information on competing offers and reasons why customer selected them over the OITB offer (where not restricted by NDA)

Item	Description
Reporting Obligations (OITB => SEP)	<ul style="list-style-type: none"> Regular update of catalogue of offerings and changes in technical properties and service availability Legally relevant changes at members (e.g. company buyouts, cancellation of OITB membership, loss of access to relevant intellectual property and others...); Relevant market and research information where applicable (including standards, regulations and opportunities for funding).
Collective Marketing	SEP and OITB members coordinate collective marketing activities and participate in Conferences, Trade Shows, EU events to promote the OITB offerings
Liability	The OITB association does not participate in any service contract; contracts signed between the SEP and the members delivering the offers. SEP is fully accountable towards the customer for any service delivered.
IP Policy	<ul style="list-style-type: none"> SEP does not automatically receive access right to IP of members without separate agreement between the SEP and the relevant member(s); OITB members do not receive access right to customer IP without separate agreement Joint IP between the SEP and OITB members will be treated as in the FlexFunction2Sustain consortium agreement.

2.6. Examples for suited companies that may answer the public tender

Selection of an SEP company will consider the customer base / network of the company and the expertise in the target market segments of the FlexFunction2Sustain OITB. Two major routes can be followed on that: (1) selecting companies with a large and broad customer base (but likely limited in-depth knowledge in specific market segments addresses by FlexFunction2Sustain) or (2) experts for specific market segments that addresses a small, specialized group of customers.

A first screening of potentially suited companies for SEP in both groups has revealed already several names for potential SEP partners. Six of them are shortly summarized in Table 3 below, kindly noted that these companies have not been approached yet. Further each SEP created from another OITB might become SEP of the FlexFunction2Sustain OITB as well. That allows to create a network of regional single entry points for the whole European Open Innovation Ecosystem. Furthermore, as there will be no exclusivity, each FlexFunction2Sustain member is free to utilize the OITB catalogue of offerings for own commercial activities and so act as SEP as well.

Table 3: Suggestions for external SEP companies

Name	Website	Description
NanoBay	www.nanobay.com	completely independent consultant / sales agent with online shop for nanomaterials
ARACoating	www.ara-coatings.de	Consultant for Thin Film Technology
InnovationLab	www.innovationlab.de	„One-Stop-Shop“ for printed electronics – R&D Services and Consulting
ROBEKO	www.robeko.de	Independent Sales Agent for thin film deposition components
Cambridge Nanomaterial Technology	www.cnt-ltd.co.uk	Consultant for Nanotechnology
Inspiralia Group	www.inspiralia.com	Innovation Consultant with access to investors through a subsidiary

2.7. SEP call for tender

Based on the previous given requirements it was necessary to establish the FF2S OITB association first to act as the contractual partner for the SEP.

On February 7th, 2023 the association was created as non-profit association according the French 1901 law of association with a place of business in Paris, France. By that the association was registered officially by 27/02/2023 and to became operational by Month 36 of the project (March 2023, cf. Deliverable 1.6 “OITB Member Association Filed”).

In the meantime, the call for tender was prepared and discussed widely among the partners. At the end there was the open question how to public the call for tender. European Commission has been asked for guidance if there is a need for formal publication in the Official Journal of the European Union. Because no answer was provided the call for tender was published on the Flexfunction2Sustain website on 12/05/2023. The text of the call is given in Appendix 2.

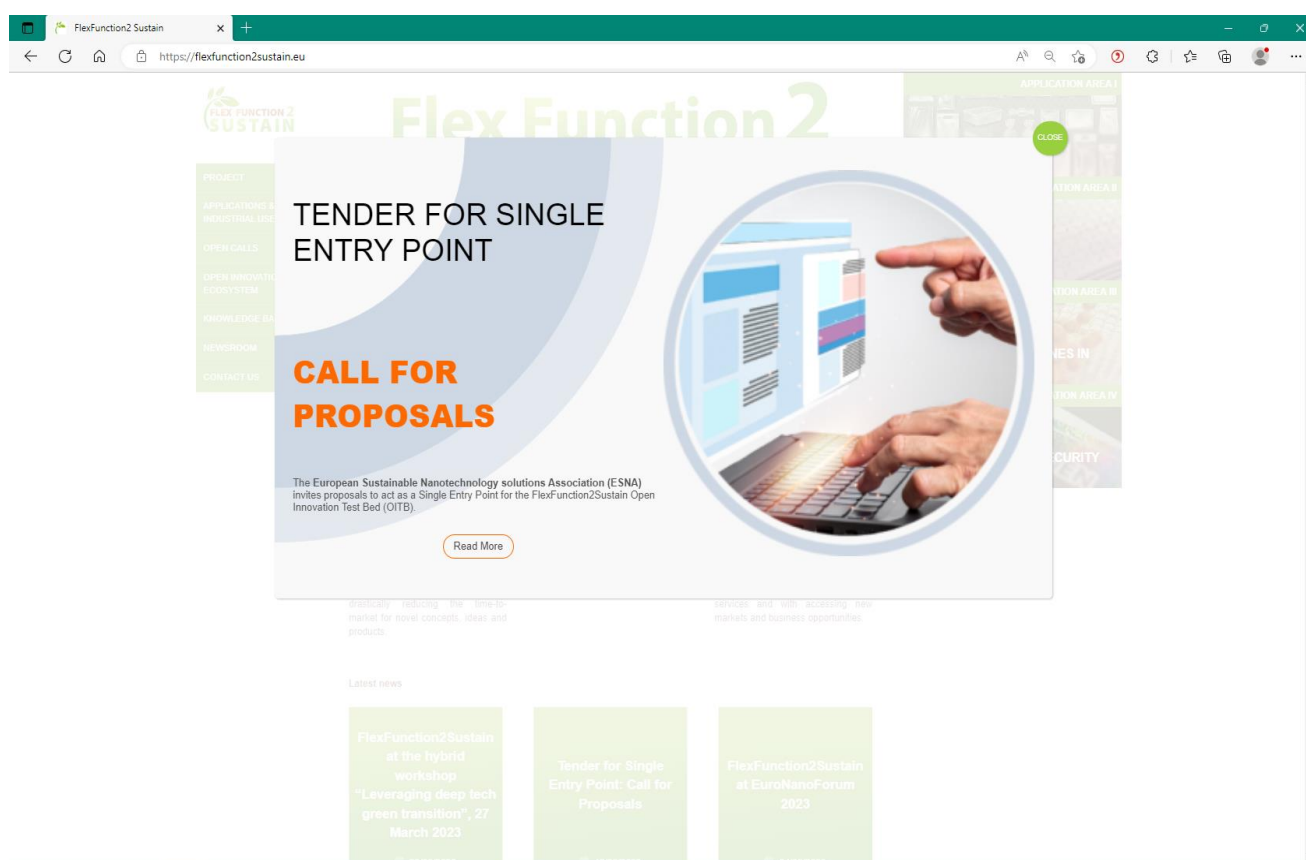


Figure 2: Screenshot of the Flexfunction2Sustain website, announcing the SEP call for tender

The message was distributed also by partners Social media channels, see e.g.:

- https://www.linkedin.com/posts/amires-s-rl_tender-for-single-entry-point-call-for-proposals-activity-7064143972041912320-ceWf?utm_source=share&utm_medium=member_desktop
- https://twitter.com/AMIRES_EU/status/1656939346417577984

The call is open until 31/05/2023. Selection and contraction will be performed in June 2023.

In the meantime, some questions have been submitted by applicants and have been answered (fig. 3). The questions and answers are given in Appendix 3.

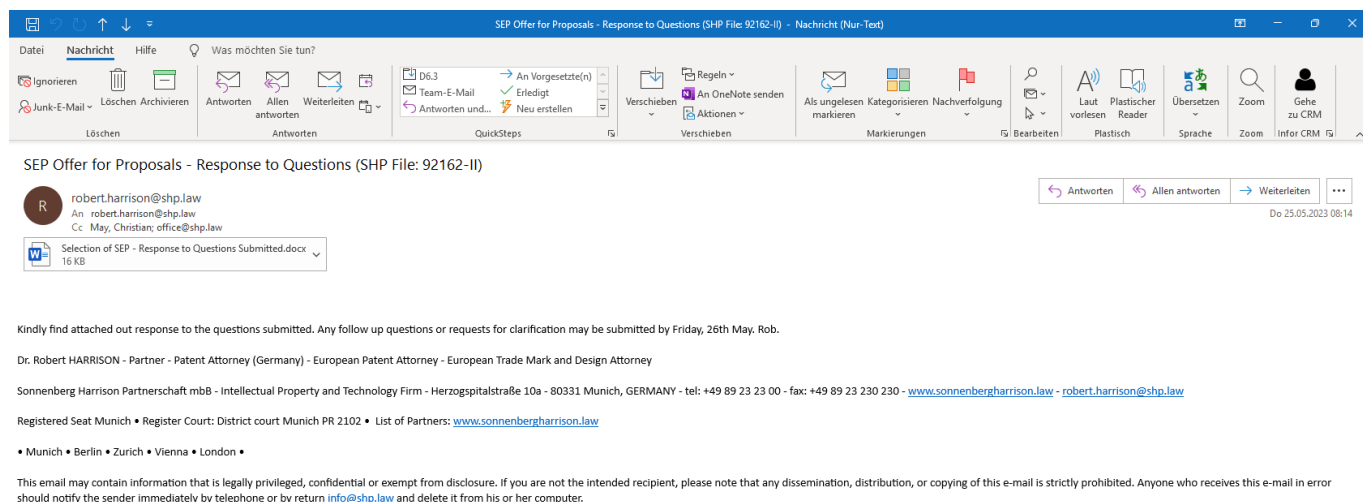


Figure 3: Screenshot: Email providing answers to the applicants (undisclosed recipients).

3. Conclusions

Due to several critical challenges identified while evaluating the legal model for the FlexFunction2Sustain OITB, no SEP has been created yet. Instead, the FlexFunction2Sustain consortium proposes to contract one or multiple external sales companies with an existing sales infrastructure as SEP. Co-operation with an existing company will reduce significantly the start-up cost for the project for setting up the SEP. That will allow (a) multiple OITB to share a SEP and (b) the implementation of multiple (regional) SEP for the FlexFunction2Sustain OITB. Based on that, FlexFunction2Sustain helps to create a network of regional single entry points for the whole European Open Innovation Ecosystem and so maximizes the impact and service quality of the whole OITB funding programme.

Deliverable 1.8 explained the concept, the conditions and legal setup of the interaction between the FlexFunction2Sustain OITB association and a potential external Single Entry Point company.

On February 7th, 2023 the ESNA - European Sustainable Nanotechnologies Association as the FlexFunction2Sustain OITB association was created as non-profit association according the French 1901 law of association with a place of business in Paris, France. By that the association was registered officially by 27/02/2023 and to become operational by Month 36 of the project (March 2023, cf. Deliverable 1.6 "OITB Member Association Filed"). The call for tender for SEP was published on 12/05/2023 and is open until 31/05/2023. Selection and contraction will be performed in June 2023.

4. Degree of progress

Because the contracting of the confirmed SEP partner company is foreseen for June 2023 the degree of fulfilment can be seen as close to 100 %.

5. Dissemination level

Deliverable 1.8 is public.

FlexFunction2Sustain consortium suggests changing the dissemination level of this Deliverable to confidential and instead to introduce a new public deliverable that announces the signed framework agreement with an external SEP company.

6. Appendix I – Draft Framework Contract between OITB association and SEP

Framework Agreement

between

[OITB ASSOCIATION – Name and address]

and

[SEP COMPANY – Name and address]

Hereinafter, jointly or individually, referred to as the “Parties” or “Party”

1. Definitions

Agreement	refers to this Agreement
Background IP	means any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, which is: (i) held by Parties prior to their accession to the Agreement; and (ii) needed for carrying out the Agreement or for exploiting the Results of the actions of the Parties relating to this Agreement
Catalogue	refers to a catalogue of products and services offered by the OITB Members as OITB Offers
FF2S Project	refers to the EU Funded Project “Flex Function to Sustain”
Intellectual Property (=IP)	refers to creations of the mind, such as inventions, literary and artistic works, including, but not limited to, documentation and software; designs; data; and symbols, names and images

	used in commerce whether they are tangible or intangible or can be legally protected or not.
Know-how	Refers to non-patented practical information (of a technical, commercial, administrative, financial or other nature), resulting from experience and testing, which is secret, substantial and identifiable.
OITB	refers to Open Innovation Testbed, i.e. a set of entities, established in at least three Member States or Associated Countries, providing common access to physical facilities, capabilities and services required for the development, testing and upscaling of nanotechnology and advanced materials in industrial environments
OITB Offers	refers to products, services, prototypes and (IP) licenses that are offered by either multiple OITB members together or individually by individual members.
OITB Members	refers to members of the OITB Association
Project Consortium	refers to the FlexFunction2Sustain (FF2S) Horizon 2020 Project Consortium which consists of multiple partners from the industry and from research institutes and which is developing the FF2S OITB and providing research in relation to the FF2S OITB
Results	refers to any tangible or intangible output of the Project, such as data, knowledge or information, that is generated in the project, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights
SEP	refers to a Single Entry Point company, i.e. a company that sells products and services by the OITB Members

2. Preamble

Within the FF2S Project, the members of the project consortium have decided to create an OITB Association [NAME]. Sales of services and products deriving from the OITB activity shall be conducted through a SEP. The goal of the OITB is the creation of an open innovation ecosystem for sustainable nano-functionalized flexible plastic and paper surfaces and membranes. . The ecosystem will support innovative SMEs and industries by

drastically reducing the time-to-market for novel concepts, ideas and products. This Agreement sets out the legal relationship between the OITB Association and the SEP. This Agreement shall determine the Parties' legal obligations and rights with respect to each other. The statutes of the OITB Association and the statutes of the SEP company as well as the Grant Agreement shall remain unaffected by this agreement.

3. Subject of this Agreement

a. Obligations of the OITB

The OITB Association shall advise on the preparation and maintenance of the Catalogue to be used as a base for the SEP's marketing and sales activities. Offers in the Catalogue may include, without limitation, services supplied by the OITB Members, production of prototypes, sale of products and intellectual property (IP) licenses.

The OITB Association shall advise on operational principles for exchange of material and data between the members, advise on service quality, develop rules to resolve conflicts of interest between members and technical guidelines for supplier selection.

The OITB Association should inform the SEP without undue delay about:

- Updates to the Catalogue of OITB Offers
- Changes in technical properties and service availability
- Legally relevant changes in OITB Members (e.g., company buyouts), which may affect their ability to provide the OITB Offers;
- Relevant market and research information where applicable (including changes of international standards or regulations).

These regular reports shall be communicated from the OITB Association through the SEP Advisory Board.

b. Obligations of the SEP

i. Marketing and Sales

The SEP shall promote and sell to customers the OITB Offers from the OITB Association and its members. The SEP shall act as the contractor to the customer and will subcontract the OITB Offers to the OITB Members. Contracts will be signed between the SEP and the OITB Members delivering the offers. The OITB Association itself will not participate in the provision of any service or purchase contract with the customers.

The SEP is free to operate on the market. There is no legal right of the OITB Members to be chosen as a provider of the requested goods and/or services.

In case of multiple OITB Members offering to provide the services and/or products to the customers, the SEP shall make the decision for a supplier in accordance with the OITB technical guidelines and best practice commercial principles.

For services and products which are listed in the Catalogue, OITB Members shall be preferred as product and/or service providers if technically and commercially suitable.

The SEP is encouraged to run OITB internal requests for services which are not defined in the Catalogue.

Prices for any products and services offered by the OITB Members shall be fair and reasonable and shall follow market principles. The SEP may freely set the prices for the customer. The SEP shall have the right to add commission fees to the prices for the OITB Offers according to good business practices.

If a service listed in the Catalogue is available cheaper at a provider who is not an OITB Member at the same quality level, the SEP is encouraged to – if possible – give the OITB Member a chance to improve the OITB Offers within a given timeframe set by the SEP.

ii. Liability

The SEP shall be fully liable towards its customers for any product sold and/or service executed in relation to the OITB Association and its OITB Members.

iii. Annual Reporting

The SEP shall provide an annual report to the OITB Association about leads, customers (to the extent permitted under applicable Data Privacy Regulations), market situation and competitiveness of the OITB Offers. This annual report shall include:

- An overview about business figures and finances related to contracts that substantially use the OITB Offers;
- An overview over OITB marketing activities, projects and contracts with participation by the OITB Members;
- A market overview which shows leads and customers with relevance to the OITB Offers and similar topics and services. This overview shall include statistics on how many customers requested and bought which OITB Offer from the Catalogue including without limitation the total turnover (broken down by countries); and commission fees for the OITB Offers. This market overview will also include customer company names unless the dissemination of these facts is restricted by non-disclosure agreements or applicable laws.
- General information for selection of a supplier in case of overlap of competencies with the OITB Members. This supplier overview shall include generalized information on competing offers and reasons why customers selected them over the OITB Offer unless the dissemination of these facts is restricted by non-disclosure agreements or applicable laws.

iv. FF2S Pilot Cases

The SEP will implement the FF2S Pilot Case Projects administratively. These Pilot Case Projects will be financed at least partially from FF2S budget. The SEP will retain small percentage of any customer payments. The SEP will receive a financial compensation from the Project Consortium (ideally: EU Contributions)

c. Rights of the OITB Association

The OITB Association has the right to request the SEP to become a member of the Project Consortium.

The OITB Association as well as the OITB Members are free to sell their services outside the OITB framework.

The OITB Association decides on the assignment of FF2S Pilot Case Projects according to the provisions in the “Description of Action” of the FF2S Project.

The OITB Association decides on the management of the FF2S pilot cases and may delegate this activity partially or completely to the SEP.

d. Participation of OITB Association in in SEP Advisory Board

The OITB Association and the SEP will create a joint advisory board which shall discuss and advise on OITB marketing-related aspects and which acts as an intermediary to resolve conflicts.

The President of the OITB Association or an assigned deputy shall become a member of the SEP Advisory Board.

The Board of Directors of the OITB Association may, at its discretion, nominate two further individuals to become members of the Advisory Board in addition to the president of the OITB.

e. Participation of SEP in OITB Research

The SEP may fund research and development projects from own earnings or external sources. The SEP will provide topics and a budget for potential research projects to be funded by the SEP. The OITB Association shall decide on selection criteria and the selection of research projects according to its internal guidelines.

f. Brand Management and Collective Marketing

Both the SEP and the OITB Association will retain their own brand names and individual corporate identities.

The OITB Association will grant to the SEP the right to use the OITB brand name for the sole purpose of promoting the OITB Association and the OITB Offers.

The SEP, the OITB Association and the OITB Members will participate in conferences, trade fairs, and promotional visits as well as in European Union and European Parliament events (or similar) in order to advertise their activities and to promote the OITB.

g. IP Handling within SEP

It is understood that the SEP is solely a sales and management agent for the OITB Offers. Therefore, the SEP will have, except if set out in a separate agreement, no rights to use any intellectual property relating to the OITB Offers. The provisions of the FF2S Consortium Agreement and 2019 Memorandum of Understanding shall remain applicable.

In the event that the SEP funds or co-funds a project, then the SEP will obtain rights in the Results generated by the project and may negotiate access to Background IP.

The SEP grants the OITB Association a non-exclusive license concerning the use of Know-How which arises from the SEP's interaction with SEP clients purchasing the OITB Offers. The SEP will receive a fair and reasonable compensation for granting this license.

h. No Exclusivity

It is understood that there is no exclusivity on either side, i.e. the OITB Association and its members shall not be obliged to provide their services exclusively through the SEP and the SEP shall not be obliged to offer only the OITB Offers to a customer.

However, the Parties intend – without acknowledging any legal obligation – OITB Offers, which are offered collectively, are primarily provided through the SEP.

4. Term and Termination

a. Term

This agreement shall come into force after signature by both Parties

The Agreement shall remain in force indefinitely, unless otherwise provided for in this Agreement.

b. Termination

After the end of the FF2S Project, both Parties shall have the right to terminate the Agreement with a notice period of one year.

c. Break Clause

Any Party may terminate this Agreement immediately without further obligation to the other Parties, except if otherwise provided for in this Agreement, in the event of

- (1) liquidation of a Party or when a Party is subject to receivership or when its business activities are suspended or is subject to similar proceedings;
- (2) a criminal proceeding against a Party or a Party is involved in a corruption case affecting the financial interests of the European Union, a Member State of the European Union or another public body.
- (3) if reasonable cause for a termination exists because of a fundamental breach of an obligation under this contract by a party

5. Confidentiality

All information in whatever form or mode of communication, which is disclosed by any Party (the “Disclosing Party”) to any Third Party (the “Recipient”) in connection with the Agreement and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Disclosing Party shall be obliged to enter into an agreement (the “Confidentiality Agreement/s”) with the Recipient concerning the disclosed Confidential Information with the provisions that the Recipient shall undertake:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved and shall ensure that they remain so obliged, as far as legally possible, during and after the end of this Agreement and/or after the termination of the contractual relationship with the employee or Third Party. The Recipient shall agree to hold the information confidential for at least five years after the date of disclosure; a longer confidentiality clause may be agreed by both parties in the Confidentiality Agreement.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that: - the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;

- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a Third Party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure; or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision hereunder.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Contract as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Party shall promptly advise the other Parties in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure - notify the Disclosing Party, and - comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

The SEP Company shall receive full power to sign Confidentiality Agreements on behalf of the SEP if the OITB Association is the Disclosing Party.

This Confidentiality Clause shall remain in force as long as this Agreement remains in force as set out under Section [4] and for five more years after the end of this Agreement.

6. Governing Law and Disputes

This Agreement will be governed and construed in accordance with the laws of France. The Parties hereby shall consent to the jurisdiction of the laws of France for the purpose of any action or proceeding brought by either of them in connection with this Agreement.

The Parties agree to endeavour to resolve amicably any disputes, controversies or claims arising out of or relating to this Agreement (or subsequent amendments to this Agreement), including without limitation, its formation, validity, binding effect, interpretation, performance, breach as termination, as well as non-contractual claims. In the event that a dispute, controversy or claim cannot be resolved within three months of the disputed matter being raised, the Parties agree to refer the dispute, controversy or claim to the ICC Arbitration Centre for arbitration in accordance with ICC Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator and the place of arbitration shall be Paris (or another mutually agreed location) and may be held online. The language to be used in the arbitral proceedings shall be English.

7. Headings

The Headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

8. Validity

If a provision of this Agreement is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the Agreement shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the agreement, should the matter have been considered in advance. Any changes of or amendments to this Agreement must be in writing to become effective.

9. Force Majeure

If performance by any Party under this Agreement is prevented, restricted or delayed due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or acts of God beyond the reasonable control of the Party due to perform, the Party so affected shall be excused from performance to the extent of such prevention, restriction or delay. No Party shall have any liability to any other Party for delay or non-delivery in the performance of its obligations under this Agreement, when attributable to acts of God, compliance in good faith with any applicable foreign or domestic governmental regulation or order

whether or not it proves to be invalid, fires, war, riots, labour disputes such as strikes or lockouts, sabotage, unusually severe weather or any other cause beyond the reasonable control of such Party.

This Section will also apply to any the performance of obligations affected by the Covid-19 or other health pandemics. It is expected however that the Parties will develop operational plans to perform their obligations during such pandemics and that the provisions of this Section will only apply to the extent that the reasons for the non-performance of their obligations could not have reasonably been foreseen in drawing up the operational plans.

10. Binding Agreement and Assignment

This Agreement will be binding upon inure to the benefit of the Parties hereto, their respective successors and assigns.

A Party may not assign its rights or obligations under this Agreement without the prior written consent of the other Parties.

11. No Waiver

Failure by any Party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.

12. Entire Agreement

This Agreement and any side agreements, or other agreements mentioned in this Agreement comprise the entire agreement between the Parties regarding the subject matter hereof and supersede and merge all prior proposals, understandings, and all other agreements, oral, and written between the Parties relating to the Agreement.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

On behalf of [OITB Association],

First name and surname [Representative]

Signature and stamp (if applicable)

IN WITNESS WHEREOF, the Parties have executed this Agreement, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

On behalf of [SEP Company],

First name and surname [Representative]

Signature and stamp (if applicable)

7. Appendix II –SEP Call for Proposals, published 12/05/2023

Call for Proposals

Background

This call serves to select the one or more commercial companies to act as a so-called SEP (Single Entry Point) for the Flex Function 2 Sustain (FF2S) Open Innovation Testbed (OITB). The OITB is a consortium of research and industry partners in the field of nano-functionalization technologies that enable sustainable and smart plastics and paper-based products. The partners are from all over Europe, in particular Austria, Czech Republic, France, Germany, Greece, Italy, Portugal and United Kingdom. The OITB is currently financed by the European Union Horizon 2020 project grant agreement No 862156. In the future, many of the OITB partners will continue to coordinate their activity through the European Sustainable Nanotechnology solutions Association (ESNA). The ESNA is a non-profit Association founded by members of the FF2S OITB. The SEP is expected to maintain a close relationship with the ESNA and its members which shall be governed through a framework contract. The draft framework contract will be provided to the applicant at a later stage of the tender process. As many companies are trying to increase the sustainability of their products and reduce their impact on the planet, the products and the services proposed by this OITB will be of interest for a wide range of businesses.

The selected SEPs will provide an easy access point to the services of the OITB partners for the customers worldwide, with a main focus on the European Union market.

Multiple SEPs may be selected. However, the funds that the Flex Function 2 Sustain Project provides for the SEPs are limited to a maximum of 250,000 EUR of initial funding in total for all SEPs. It is expected that the SEPs will be generating revenue thereafter. In the case of multiple SEPs, it is expected that the respective SEPs have a regional focus and do not compete with the other SEPs. To the contrary, it is expected that any Know-How which originates from the ESNA and its members and which is disclosed to one of the SEPs is to be shared with the other SEPs if it is potentially relevant for the other SEPs. Only Know-How that is necessary for the SEP to provide its services will be shared with the SEPs.

The SEPs will be free to subcontract other companies that provide an even more regional focus with the tasks of the SEP. The SEPs will be liable that any subcontractors fulfill the SEP's obligations under the framework contract.

The selection of the SEP shall not be liable to result in a conflict of interests. Conflict of interests shall at least cover any situation where any partner or member of the FF2S OITB, that may influence the outcome of this Call for Proposals procedure has, directly or indirectly, a financial, personal or professional interest which might be perceived to compromise their impartiality and independence in the context of this procedure. Partners and members of the FF2S OITB, who have a financial, personal, or professional interest in an applicant of the Call for Proposals are prohibited from involvement in the selection procedures involving such applicants.

Term of the Contract

The relation between the SEP and the ESNA will be set out in a Framework contract. The initial term of the contract should be 2 years. The contract shall be renewed for another two years unless ESNA terminates the contract at least three months before the end of the initial term of the contract. The contract shall be governed by French law.

Expected Tasks of the SEP:

The SEP(s) should be the authorized Dealer and Sales Offices of the OITB and should use the OITB branding as a co-branding to provide its services. They should promote and sell the FlexFunction2Sustain Services & Products and provide the Members of the OITB with direct and efficient access to interested parties and the project management capacity for the orders. Expected tasks of the SEP(s) include:

- Acquisition of new customers: Customer relations will be handled by the SEP. The SEP should be responsible for marketing the products of the project partners. The ESNA will assist the SEP by providing and maintaining a CRM system which can be accessed by the SEP.
- Project Management and Coordination: Design and Coordinate Innovation Projects for Customers (based on OITB services). The general negotiation of concrete projects will be handled by the SEP.
- Feedback on the association marketing strategy: The SEP is expected to advise the project partners on the market-oriented set-up of the service portfolio.

Expected Profile of the SEP:

- Fully independent company with at least one General Manager, and one person working in administration.
- The General Manager and the Sales Manager need to have an appropriate university degree relating to their functions.
- At least five years of experience by the General Manager in industry or in a technical organization.
- At least five years of active networking by the General Manager so that the personal and professional reputation and visibility of the managing directors open doors and potentials that are closed to the competition at the beginning of customer acquisition.

Relevant database skills with specialists so that a database can be adapted, that actively networks all information from the laboratory to feedback from the end customer and actively shows sales and decision-making issues.

Financials of the SEP:

The initial funding budget will depend on the number of SEPs. It is expected that the SEP will have sufficient financial capacity that would allow business to be conducted even without the funding provided in this tender. . The SEP will enter into direct contracts with the customers and shall be liable towards the customers.

Parameters for selection (maximum of 45 points):

- Professional experience in a technical field, preferably in the field of nano-technology and sustainable packaging (**10 points; 0 points = 0 professional experience in a technical field; 10 points = expert in the field of nano-technology**)
- Quality of existing business network (**10 points; 0 points = no existing business network; 10 points = established business network with contacts in all EU countries in the relevant technical field**)
- Relevant skillset (especially database, advertising, networking and sales skills) (**15 points; 0 points = 0 relevant skills; 15 points = up to 5 points for existing sales skills; up to 4 points for database skills; up to 4 points for advertising skills; up to 2 points for networking skills**)

- Financial profile of potential SEP (**10 points; 0 points = SEP is completely reliable on external investment; 10 points = SEP is financially independent and has net assets of at least 1,000,000 EUR**)

Submission of offers:

Offers of Proposal to become SEPs must be submitted by 31 May 2023 in electronic form to Robert.Harrison@shp.law with a copy to office@shp.law. Any questions relating to this call for proposals should be sent to Robert.Harrison@shp.law by 21 May 2023 and will be answered to everybody on 22 May 2023.

The board of the ESNA will review the offers and enter into negotiations with the most promising offer.

The offer should be at most of ten pages (DIN A4) submitted in PDF format. The document may be encrypted if wished.

The offer should include:

- An outline of the company
- The proposed team (description of the relevant skills and experience of the team in the context outlined above, including their role in the team, their full CV's and a summary statement of their capacity and experience).
- Any potential partners
- Detailed information about the existing business network
- An outline business plan for the SEP activities, including a brief financial statement
- Company registration document (e.g., Kbis from France)
- Equity statement
- Description of staff with résumé.
- Solemn Declaration (Attached as Annex 2)
- List of expected subcontractors

Annex 1 – Detailed expectation of the SEP

The SEP is expected to fulfill the following tasks and requirements:

1. Interacting with customers, drafting the specifications of the whole service project and portfolio, price negotiations on behalf of each ESNA partner, implementing the sales general conditions according to the framework contract with ESNA.
2. Reporting to ESNA the number of signed orders and total amounts, name and tasks of ESNA members with amounts ordered to each of them, etc.
3. Providing highest standardization of all processes, documents, and contracts with members of the ESNA and Customers, so that the advantage gained through the networks can be realized in contracts.
4. The "OITB Express Project Management" should enable the SEP team to activate and manage the highest variety of working partners, reducing the process time and reduce the "time-to-market".
5. Providing for an organization that enables maximum agility in the daily implementation through stability in the alignment, in the set of rules and in the provision of internal administrative services. In this way, the executing parties can achieve the required success with the customer in deepest trust and confidence.
6. The employees of the SEP that are in direct contact with the ESNA should be duly authorized in decision making and signing at all levels, so that the customer can experience the feeling of being at an eye-to-eye level and partnership to support the decision in favor of the ESNA.
7. Short decision-making processes and timelines (48 h) should be established.
8. At least 5 years of technical and sales experience of the managing directors are expected.
9. At least 5 years of active networking of the managing directors are expected.
10. Customer access data that is personally linked to the managing director, so that a new customer base can be built up quicker through the existing trust than through the competition.
11. Relevant database skills with specialists so that a database can be adapted, that actively networks all information from the laboratory to feedback from the end customer and actively shows sales and decision-making issues. The database system is provided by ESNA, so the usual time span for implementing the database is reduced.
12. Relevant data equipment should already be possessed by the SEP so that the time to feed the database with work-related data of 1 to 2 years can be reduced.
12. Sufficient financial capacity of the SEP for a period of 3 years so that the expenses of the first three years to build up the core competencies of the OITB association can be realized with guaranteed results (database generation, acquisition of the first customer base, creation of express project management, creation of visibility in the market, build-up Sales structure, participation in critical pilot projects, co-financing of financially weak partners). The consequences of lacking the necessary financial resources in the critical starting phase, can be seen in plenty weak (not market relevant) transfer companies around the world.
14. Consistency in the lived values, to assure a high level of reliability in the cooperation with the ESNA.

Annex 2 – Solemn Declaration

We declare that

(1) our company has the full capacity to act and is not subject to any of the grounds of prohibition against making contracts listed in the Call.

(2) our company

- has fulfilled its tax obligations;
- has fulfilled its social security obligations;
- has no conflict of interest in connection when entering into a contract with ESNA;
- will inform the ESNA, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest.

We acknowledge the following:

We have the full capacity to make contracts meaning that natural and legal persons, whatever their nationality, shall be empowered to make contracts if they have full capacity to act and have not been the subject of a conviction by final judgment for one or more of the reasons listed below:

- Participation in a criminal activity
- Corruption
- Fraud
- Money laundering

Similarly, any applicant to whom one or more of the following circumstances apply shall be excluded at any time from the tendering procedure where the applicant:

- is bankrupt or is being wound up, where his/her affairs are being administered by the court, where he/she has entered into an arrangement with creditors, where he/she has suspended business activities or is in any analogous situation arising from a similar procedure under the national laws and regulations of the bidder's country of origin;
- is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under the national laws and regulations of the bidder's country of origin;
- has been convicted by a judgment which has the force of res judicata in accordance with the legal provisions of the country of origin of any offence concerning his professional conduct;

- has been guilty of grave professional misconduct proven by any means which can demonstrated;
- has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he/she is established;
- has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he/she is established;
- is guilty of serious misrepresentation in supplying the information required or has not supplied such information;
- their management, members of the personnel or agents are subject to a Conflict of Interest;

Signature

Date

8. Appendix III – Response to Questions Submitted

QUESTION 1:

How would you describe the status of the service portfolio of the FlexFunction2Sustain OITB in terms of maturity and market readiness, *e.g.*:

ANSWER 1:

A list of individual member services exists with indicative pricing. It will be necessary for the SEP to define further the service portfolio with the support of the organizations offering the services.

There are some customers who have already bought services and experience has been gained in offering these services.

QUESTION 2:

What is the (maximum) budget that shall be assigned to each individual SEP company? How is the modus of financing (*e.g., participation in the FlexFunction2Sustain Consortium or direct purchase by ESNA*)? What is the period in which the budget is valid and can be used?

ANSWER 2:

The maximum budget assigned to each individual SEP company will be negotiated after receipt of proposals. There will be some direct purchase arranged through members of the Consortium and the SEP may be invited to join the Consortium.

The budget will need to be used by March 2024

QUESTION 3:

When will be the tentative start date of the contract?

ANSWER 3:

As soon as possible. A complete proposal will enable an early completion of the contract.

QUESTION 4:

Who will be responsible for OITB wide customer relations management and who should set up the required tools (*e.g. CRM*) for it? If the task will be assigned to a SEP, how will interaction between multiple SEP be organized?

ANSWER 4:

It is intended that the SEP will establish an OITB wide CRM system. Multiple SEPs (if selected) will need to work together to share the data required for complementary working but may retain secure access to their own confidential data.

QUESTION 5:

Does the call for proposals allow bidder consortia to apply (e.g., two SEP working together)?

ANSWER 5:

This is not excluded.

QUESTION 6:

Will the SEP contracts involve any exclusivity? E.g. will the SEP be allowed to become SEP of other Open Innovation Test Beds in parallel?

ANSWER 6:

It will be possible for the SEP to become an SEP of other OITBs.

QUESTION 7:

Has the FlexFunction2Sustain OITB already established rules for internal procurement and selection of services upon competence overlap or shall this be developed under leadership of (one of) the SEP? If there are guidelines existing, could we then please receive a copy of such documents?

ANSWER 7:

No guidelines have yet been established and these will be drawing up in conjunction with the selected SEP.