

Request for Proposals

Legal framework for the Guided Learning Platform (I-drive Project)

The EIT – Making Innovation Happen

EIT Manufacturing

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1. Overview of EIT Manufacturing

EIT Manufacturing is an Innovation Community within the European Institute of Innovation & Technology (EIT)– that connects the leading manufacturing actors in Europe. Fuelled by a strong interdisciplinary and trusted community, EIT Manufacturing will add unique value to European products, processes, services – and inspire the creation of globally competitive and sustainable manufacturing.

EIT Manufacturing’s mission is to bring European manufacturing actors together in innovation ecosystems that add unique value to European products, processes and services and inspire the creation of globally competitive and sustainable manufacturing.

Our vision is that the global manufacturing innovation is led by Europe. EIT Manufacturing’s approach is designed to immediately and forcefully address specific economic and societal challenges, leveraging opportunities to maximise the impact for a successful European manufacturing.

EIT Manufacturing initiates and offers a wide range of programmes, tools and activities to educate students; to up-skill and re-skill the European workforce.

The ***Guided Learning Platform (GLP)*** represents an important tool to support all the EIT Manufacturing education and training programs. It is an open platform to offer digital content in a modular and highly flexible way, which can also support hands-on activities through the connection to physical equipment and software tools.

2. Project description and scope of work

2.1 General objective

This Request for Proposals (RfP) is part of the Industry-driven education project (kava 20167) and its objective is to define the legal framework for the Guided Learning Platform: the agreements, terms and conditions that rule the interactions among the main stakeholders.

The total amount of this contract will be a maximum of 20.000 EUR (VAT included). If the tenderer applies reverse charge mechanism for VAT, the total amount of this contract will be a maximum of 16.667 EUR (VAT excluded).

2.2 Project description

The Industry-driven education project aims at creating a comprehensive framework for the Guided Learning Platform, including technological developments; guidelines for the content creation and classification; content management; quality assurance and management of the content, distribution and commercialization.

The main stakeholders of the Guided Learning Platform are:

- the owner of the platform (**Platform Provider**) that, on behalf of EIT Manufacturing, operates and maintains the software and hardware tools that provide the GLP functionalities
- the partners of the EIT Manufacturing that are funded by EIT Manufacturing, or other actors that create and deliver educational content to the GLP (**Content Providers**)
- the individual learners that use (**Users**) or buy (**Customers**) educational services on the Guided Learning Platform
- EIT Manufacturing (**EIT M**), who coordinates the creation, management, distribution and commercialization of educational content and services through the GLP; with relevant synergies with other educational programs and services such as Professional courses, Master, PhD, Summer and Winter Schools.
- The European Institute of Innovation and Technology and other entities providing financial contribution to EIT M (**Funders**), with reporting requirement about the usage of the GLP (content and services accessed and consumed), the users and customers.

The framework that rules the Guided Learning Platform has several legal implications, such as authors' rights and obligations, platform owner's rights and obligations, IP licensing, copyright, Terms and Condition for the Users of the Platform; Data protection; Names usage and trademarks; Commercial Terms of Sale.

2.3 Detailed scope of work

EIT Manufacturing is seeking for support from a cabinet of expert consultants with expertise in legal, IPR, privacy and digital platforms to define the legal framework for the Guided Learning Platform.

The cabinet will be responsible for co-defining with the EIT Manufacturing the agreements between EIT Manufacturing, or EIT Manufacturing commercial arm, and the other stakeholders.

In particular, the role of the cabinet will be to detail the legal clauses related to IP licensing, copyright, Terms and Conditions for the Users of the Platform; Privacy and Data protection; Data ownership; Names usage and trademarks; Commercial Terms of Sale.

Overall, the scope of the work consists in supporting the definition of a legal framework that provides coherence, consistency and alignment with the EIT M strategic objectives to the following relevant documents:

1. **Agreement with the Platform Provider**- Support EIT M in elaborating the agreement that specify the rights and obligations of the Platform Provider in delivering the technical services of the GLP, including SLA and liabilities, IPR ownership of data, on the bases of the existing Memorandum of Understanding between EIT M and the Platform Provider.
2. **Agreements with the Content Providers** – Support EIT M in elaborating the clauses related to IPR, copyrights, Names usage and trademarks, to be added to the existing Specific Agreements between EIT M and the Partners, or to be used with other authors providing content to the GLP.
3. **Privacy policy and Terms of Use** of the GLP for the Users – Support EIT M in elaborating the Privacy policy and the Terms of Use that Users need to accept to register to the GLP and access to the educational content and services, taking into account:
 - a. the general Privacy policy of EIT M
 - b. the agreements with the Platform Provider and with the Content Providers
 - c. the usage and users’ data requested by the Funders
 - d. students tracking required by connected Educational Programs (e.g. Masters)
 - e. learners’ data analytics, necessary to assess and continuously improve the educational content and services
 - f. users’ data for marketing analyses and marketing campaigns of EIT M
 - g. any other relevant issue
4. **Commercial Terms of Sale** for the GLP content and services – Support in elaborating terms additional to those for the use, to be applied for the commercialization of educational services through the GLP.

The first version of the agreements composing the legal framework should be ready in two tranches: by 15 October 2020 (I) and by 24 October 2020 (II) and will be fine-tuned until the end of 2020, as better detailed in the next session.

2.4 Deliverables

Expected deliverables are:

- D1 Agreement with the Digital Platform Provider for the GLP (first release 24 October)
- D2 Agreements with the Content Providers for the GLP (first release 15 October)
- D3 Privacy policy and Terms of Use for the GLP (first release 15 October)
- D4 Commercial Terms of Sale for the GLP (first release 24 October)
- D5 Comprehensive Legal framework for the GLP, including the updated versions of D1, D2, D3, D4 (15 December)

2.5 Methodology, experience and organization of work

The offer should include the following:

- a. An overview of how your experience and qualifications meet the requirements detailed under point 2.2. and 2.3. above, clearly specifying expertise on the following topics: IP licensing, copyright, Usage Terms and Conditions; Privacy and Data protection; Data ownership; Names usage and trademarks; Commercial Terms of Sale.
- b. A self-declaration (list) of at least two (2) comparable services provided to other organisations over the past five years, i.e. from 2015 to 2019 included. “Comparable” means at minimum two projects defining legal aspects of digital platforms and overall addressing IPR, licensing, copyright, Usage Terms and Conditions; Privacy and Data protection; Data ownership; Names usage and trademarks; Commercial Terms of Sale.
- c. a brief proposal (max. 2 pages) as to how you would complete the task described above including resources and timing.
- d. a proposed budget for completion of the task described above.

2.5 Location

The project will not have a specific office location during the implementation. We intend to work like a virtual organisation. Video conferences and telephone conferences are preferred options for team meetings.

2.6 Reference law

Belgian Law

2.6 Start date & period of implementation

The intended starting date is 1 October 2020, and the period of implementation of the contract will be until 15 December 2020.

3. Proposal Process

3.1 Submission of Proposal

Proposals are requested to be emailed **in English** to the following address until the **deadline indicated in the Timeline**.

Contact name: for the attention of Paola Fantini, Education Director of the EIT Manufacturing

E-mail: paola.fantini@eitmanufacturing.eu

The proposal shall contain:

- a. The technical response to the services/support requested (see Section 2: “General objectives and scope of work and deliverables”);
- b. The financial offer (the price for the services). The financial offer must be presented in EUR. Prices must be indicated as net amount + VAT. Overall the offer shall not exceed 20.000 EURO (VAT included)

The email including the proposal from the bidders should be sent and delivered by end of the day of the deadline, 23:59 Central European Summer Time.

- Proposals received after the deadline shall be rejected without any evaluation.
- Proposals must be submitted in PDF format.
- Responses should be concise and clear. The tenderer’s proposal will be incorporated into any contract that results from this procedure. Tenderers are, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counter-proposals, if applicable, shall also become an integral part of any resulting contract.
- The tenderer represents that the individual submitting the natural or legal entity’s proposal is duly authorized to bind its entity to the proposal as submitted. The tenderer also affirms that it has read the request for proposals and has the experience, skills and resources to perform, according to conditions set forth in this proposal and the tenderer’s proposal.

Timeline

Launching a call	18/09/2020
Deadline for requesting clarification from EIT Manufacturing	23/09/2020
Last date for EIT Manufacturing to issue clarification (if any)	25/09/2020 11 am CEST
Deadline for submitting proposals	25/09/2020
Intended date of notification of award	30/09/2020
Intended date of contract signature	03/10/2020

3.2 Evaluation of proposals

EIT Manufacturing will award the contract in accordance with the Horizon2020 and its policy of best value for money. The evaluation will be done first based on the quality of the proposal and experience then based on the most economically advantageous offer. Proposals will be assessed based on the following criteria:

A) Quality check: 40 points

<p>EXPERIENCE</p> <p>A minimum of two (2) comparable services provided to other organisations over the past five years, i.e. from 2015 to 2019 included. at least two (2) comparable services provided to other organisations over the past five years, i.e. from 2015 to 2019 included. “Comparable” means at minimum two projects defining legal aspects of digital platforms and overall addressing IPR, licensing, copyright, Usage Terms and Conditions; Privacy and Data protection; Data ownership; Names usage and trademarks; Commercial Terms of Sale;</p> <p>EIT Manufacturing during the evaluation shall establish ranking among the bids based on the received information, taking into account the level of detail, years of experience, harmony with section 2 and based on international practices.</p> <p>Tenders who have more than 2 comparable services will be given 10 points; 2 comparable services, 7 points; 1 comparable service, 1 point.</p>	Maximum 20 points
QUALITY	Maximum 20 points

<p>Quality of the technical offer (as described in section 2) should include, but is not limited to:</p> <ol style="list-style-type: none"> a. Description of the team setup based on the proposed timeline and support function(s) needed; b. Overview of the core tasks/work packages and timeframe needed to fulfil the contract and be supported by proper capabilities (e.g. people skills and tooling) and capacity (number of hours or FTEs to fulfil work packages); c. Overview of core communication channels and meetings; d. Rapidity of turnaround time and delivery. <p>EIT Manufacturing during the evaluation shall establish ranking among the bids based on the received information, taking into account the level of detail, harmony with section 2 and based on international practices.</p> <p>The highest ranking will receive 20 points, 2nd 14, 3rd 8, 4th 2</p>	
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B) The amount of fees (fixed price option): 60 points

Tenderers will be required to submit **lump sum fee including VAT in Euro** covering all services described in Section 2 of this RfP.

The ranking of the price criterion will be done as follows:

- The cheapest offer will be credited with the maximum points for this criterion.
- The other offers will be credited with a number of points determined according to the formula below:

$$C = (P_{min} * 60) / P$$

C= Grade
P_{min} = cheapest offer
P =bud from bidder whose bid is evaluated

3.3. Signature of contract

The successful and unsuccessful tenderers will be informed about the result of the award procedure.

3.4. Cancellation of the proposal procedure

In the event of cancellation of the proposal procedure, EIT Manufacturing will notify tenderers of the cancellation. In no event shall EIT Manufacturing be liable for any damages whatsoever including, without

limitation, damages for loss of profits, in any way connected with the cancellation of a proposal procedure, even if EIT Manufacturing has been advised of the possibility of damages.

3.5. Appeals/complaints

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

3.6. Ethics clauses / Corruptive practices

EIT Manufacturing reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Contract, the EIT Manufacturing may refrain from concluding the Contract. The supplier shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). He should inform the EIT Manufacturing immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

3.7. Safeguarding of EU's financial interest

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