



**Tender Specifications annexed to
Invitation to Tender**
Ref. SESAR JU/LC/0147-CFT

ICT Coordination Services

10 January 2019

founding members



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Table of Contents

1	INTRODUCTION	4
1.1	ACRONYMS AND TERMINOLOGY.....	4
1.2	INTRODUCTION TO THE SESAR JU	4
2	TERMS OF REFERENCE	5
2.1	SUBJECT	5
2.2	OBJECTIVE AND SCOPE.....	5
2.3	DESCRIPTION OF REQUIRED SERVICES	5
2.3.1	<i>Provision of senior technical expertise for coordination of ICT services provided to SESAR JU.....</i>	<i>6</i>
2.3.2	<i>Contribution to Governance & Communication</i>	<i>6</i>
2.3.3	<i>Vendor management.....</i>	<i>7</i>
2.3.4	<i>Service delivery management.....</i>	<i>8</i>
2.3.5	<i>Contract management.....</i>	<i>9</i>
2.3.6	<i>Project management.....</i>	<i>9</i>
2.3.7	<i>Budget management</i>	<i>10</i>
2.3.8	<i>Asset management.....</i>	<i>10</i>
2.3.9	<i>Process documentation, Implementation and continuous improvement</i>	<i>11</i>
2.3.10	<i>Compliance with Data Protection Regulation</i>	<i>11</i>
2.4	CONDITIONS TO RENDER THE SERVICES	12
2.4.1	<i>Schedule.....</i>	<i>12</i>
2.4.2	<i>Confidentiality</i>	<i>13</i>
2.4.3	<i>Absence of conflict of interest.....</i>	<i>13</i>
2.4.4	<i>Access to the premises</i>	<i>13</i>
2.4.5	<i>Place of performance</i>	<i>14</i>
2.4.6	<i>Handover to the next contractor.....</i>	<i>14</i>
2.5	DURATION OF CONTRACT – START OF PERFORMANCE.....	14
2.6	REPORTING AND PAYMENTS	14
2.7	MANAGEMENT OF CONTINUITY OF SERVICES	15
2.8	INTELLECTUAL PROPERTY RIGHTS.....	15
2.9	VARIANTS.....	15
2.10	VALUE.....	15
3	INFORMATION ABOUT THE PROCEDURE.....	16
3.1	INDICATIVE TIMETABLE	16
3.2	SUBCONTRACTING	16
4	ASSESSMENT OF THE TENDERERS AND AWARD OF THE CONTRACT.....	17
4.1	INTRODUCTION.....	17
4.2	ASSESSMENT IN THE LIGHT OF EXCLUSION CRITERIA.....	17
4.3	ASSESSMENT IN THE LIGHT OF SELECTION CRITERIA.....	18
4.3.1	<i>Legal capacity.....</i>	<i>18</i>
4.3.2	<i>Economic and financial capacity.....</i>	<i>18</i>
4.3.3	<i>Technical and professional capacity</i>	<i>19</i>
4.4	MINIMUM REQUIREMENTS	22
4.5	ASSESSMENT IN THE LIGHT OF AWARD CRITERIA	22
4.5.1	<i>Technical evaluation.....</i>	<i>22</i>
4.5.2	<i>Financial evaluation and recommendation for award.....</i>	<i>24</i>
5	ANNEXES	25
	ANNEX III - LIST OF PUBLIC HOLIDAYS APPLICABLE TO SESAR JU FOR THE YEAR 2018	26
	ANNEX IV - FINANCIAL PROPOSAL (EXCL. VAT).....	27
	ANNEX V - DECLARATION OF CONFIDENTIALITY.....	28
	ANNEX VI - PURCHASE ORDER TEMPLATE	30



1 Introduction

1.1 Acronyms and terminology

DPO	Data Protection Officer
EDPS	European Data Protection Supervisor
ICT	Information and Communication Technologies
ITIL	Information Technology Infrastructure Library
LISO	Local Information Security Officer
LSO	Local Security Officer
QICT Committee	The SESAR JU Quality and ICT Committee, the internal governance body responsible for the configuration control and budget of SESAR JU Quality Management System and the Information, Communication & Telecommunications systems and services. Please see Annex VII.
SESAR	Single European Sky ATM Research
SESAR JU	SESAR Joint Undertaking (European Union body under Council Regulation (EC) No 219/2007 as amended by Council Regulation (EC) No 1361/2008)
SLA	Service level agreement
SPD	Single Programming Document. Adopted SESAR JU Programme plan and financing for 1 calendar year with outlook for a further two years. Rolling plan takes account of a 3-year period with preparation from two years in advance of formal adoption.

1.2 Introduction to the SESAR JU

The purpose of SESAR JU created under Article 187 of the Treaty on the Functioning of the European Union, is to ensure the modernisation of the European Air Traffic Management (ATM) system through the coordination and concentration of all relevant research and development efforts.

SESAR JU is responsible for the implementation of the European ATM Master Plan and for carrying out specific activities aimed at the development of a new generation ATM system capable of ensuring the safety and fluidity of air transport worldwide over the next thirty years. Further information on the activities of SESAR JU is available at www.sesarju.eu.

2 Terms of Reference

2.1 Subject

In order to support the core business of ATM research Coordination and satisfy the needs of its approximately 90 users, SESAR JU externalises the provision of its ICT infrastructure and of the related technical services.

External SESAR JU ICT suppliers/service providers provide the following elements to SESAR JU (referred to as “ICT services” in the rest of this document): ICT infrastructure, connectivity, communications, management of assets and support to users, as well as other technical capabilities. These ICT services are primarily delivered to SESAR JU by EUROCONTROL but also by the European Commission and other contractors. EUROCONTROL is the main ICT service provider to SESAR JU, and SESAR JU uses 20 applications provided by the European Commission.

The management of ICT is supervised by SESAR JU QICT Committee which meets once a month. The subject of this call for tender is the provision of an independent coordination of the delivery/provision of the SESAR JU’s ICT infrastructure and services by the external ICT suppliers/service providers, to assess the quality of the services provided and to guarantee that SESAR JU maintains a planned and secured ICT environment.

The activities of the independent coordination services to be provided are defined in section 2.3.

2.2 Objective and scope

The SESAR JU is launching an open call for tender aims to conclude one (1) service contract with one (1) successful tenderer for the provision of ICT coordination services to SESAR JU.

2.3 Description of required services

Services to be provided upon request of the SJU shall include (please see sections 2.3.1 - 2.3.10 for the detailed description of the services; the list is not exhaustive):

- Detailing and instrumenting SESAR JU ICT strategy by identifying the technical solutions to put in place; understanding and challenging the services of the ICT suppliers/service providers and their proposed solutions in the context of user/system support (1st and 2nd line), network & clients infrastructure, Unified Communications (**=Technical expertise**);
- Implementing SESAR JU governance rules by preparing and actively participating in SESAR JU QICT Committee, monitoring ICT infrastructure and service delivery performance and reporting on it to SESAR JU QICT Committee (**=Governance & Communication**);
- Coordinating the ICT activities between SESAR JU representing the users and its external ICT suppliers/service providers who deliver the operational services (**=Vendor management**);
- Measuring the services delivered by the external SESAR JU ICT suppliers/service providers in an independent way and liaising with and communicating to SESAR JU users (**=Service delivery management**);
- Under the supervision of the SESAR JU, act as its technical expert to monitor SESAR JU ICT contracts and to participate in the procurement activities (**=Contract management**);
- Acting as technical expert of SESAR JU ICT during the project activities, whether the projects are led by the external SESAR JU ICT suppliers/service providers or result from internal corporate initiatives requiring the involvement of SESAR JU ICT (**=Project management**);
- Proposing the yearly SESAR JU ICT budget in the context of the SPD and monitoring its consumption by participating in the financial workflows as a technical expert of the SESAR JU and the follow-up meetings with the external SESAR JU ICT suppliers/service providers (**=Budget management**);

- Maintaining the list and configuration of assets owned by the SESAR JU and their lifecycle (**=Asset management**);
- Advising SESAR JU on service improvement activities, including process documentation (**=Process documentation/implementation, continuous improvement**).
- Granting and acting in full compliance with Data Protection rules applicable to SESAR JU (**= Compliance with Data Protection Regulation**)

2.3.1 Provision of senior technical expertise for coordination of ICT services provided to SESAR JU

2.3.1.1 Tasks

- Identify and enable end-to-end services/solutions to allow SESAR JU to implement its Strategy that correspond to SESAR JU operational needs;
- Translate the functional needs and requirements into technical terms;
- Ensure full documentation of technical solutions, sufficient to meet operational and service requirements of SESAR JU and suitable for meeting of SESAR JU Internal Control and Audit obligations;
- On a regular basis, identify and provide proposals for opportunities to achieve further efficiency gains and cost reduction by leveraging innovative ICT technologies and best practice service performance techniques;
- Provide technical expertise and advice to the QICT Committee on market trends by carrying out market research and analysis and report on it to SESAR JU;
- Ensure adequacy between ICT strategy and architecture set up with the external SESAR JU ICT suppliers, in compliance with SESAR JU ICT security standards and Data management regulations.

2.3.1.2 Service delivery and deliverables

- Day-to-day coordination of ICT activities with view to secure the adequate implementation of SESAR JU ICT services;
- Review of regular SESAR JU ICT configuration documentation by the ICT Service providers, connected to the agreed and documented strategy and understandable by other non-ICT professionals across the SESAR JU; quality control and critical review of the delivered documentation prior to their submission to the SESAR JU by the ICT service providers;
- Technical advice for the maintenance / update of SESAR JU ICT strategy and associated services, including the SESAR JU ICT architecture, in the form of notes, reports and/or presentations to the executive level in support to decisions by the QICT Committee.

2.3.2 Contribution to Governance & Communication

2.3.2.1 Tasks

- Advise SESAR JU QICT Committee on the establishment of a yearly ICT management plan;

- Under the supervision of the SESAR JU, act as its technical expert to monitor the continuous delivery of ICT infrastructure and services in application of the SESAR JU ICT management plan and report on it to the QICT Committee;
- Attend SESAR JU QICT Committee meetings (once a month) and provide the QICT Committee with monitoring information on the ICT infrastructure and service implementing the ICT management plan to the QICT Committee; this includes the proactive identification and recommendation for agenda items for the QICT Committee (subject to the QICT Committee chairman's approval);
- Provide documentation and information (on technical aspects, costs, risks, user impacts etc.) to support decision making by the QICT Committee;
- Provide advice to SESAR JU LISO on ICT technical matters related to ICT Security and compliance with related EU regulation;
- Document the ICT activities in the SPD and Consolidated Annual Activity Report.

2.3.2.2 Service delivery and deliverables

- Technical contribution to a SESAR JU ICT management plan in the form of data analyses, process analyses, presentations to the QICT Committee, subject to its approval, established on a yearly basis and maintained across the year,
- Monthly presentation to the QICT Committee addressing the progress and performance of the ICT services provided to SESAR JU; this includes the proactive identification and recommendation for agenda items for the QICT Committee (subject to the QICT Committee chairman's approval);
- Documentation and information (on technical aspects, costs, risks, user impacts etc.) to support decision making by the QICT Committee;
- Advice to SESAR JU LISO on ICT technical matters related to ICT Security and compliance with related EU regulation, in the form of technical notes or participation to meetings addressing these aspects;
- Technical and management contribution to SESAR JU's Single Programming Document and Consolidated Annual Activity Report.

2.3.3 Vendor management

2.3.3.1 Tasks

- Establish and maintain a day-to-day relationship with the external SESAR JU ICT suppliers/service providers, in view of the role of SESAR JU external senior technical expert;
- Provide technical support to the defined application owners in the relationship with vendors for applications management;
- Build and maintain constructive relationships with third party suppliers/service providers;
- Be the Single Point of Contact between SESAR JU and the external ICT suppliers/service providers, interacting with resources such as Service Delivery Managers, Account Managers, Project Managers, etc.

2.3.3.2 Service delivery and deliverables

- Active participation in coordination meetings with external ICT suppliers/service providers (typically, once a month), scheduled or upon specific request; debriefing on these meetings to the SESAR JU Chief in charge of ICT;
- Analyses and reports in support to vendor management (e.g. technical and/or management review of contracts) and application management.

2.3.4 Service delivery management

2.3.4.1 Tasks

- Assess the quality of services provided to the SESAR JU and its users (e.g. KPI's follow-up);
- Review ICT deliverables and cost claims from external ICT suppliers and service providers;
- Coordinate the service delivery process and feedback to the QICT Committee;
- Coordinate with SESAR JU users and provide feedback to the QICT Committee;
- Under the supervision of the SESAR JU, act as its technical expert to monitor the continuity of service and recommend any corrective action;
- Attend scheduled monthly and any ad-hoc technical meetings with the external SESAR JU ICT suppliers/service providers as agreed by the SESAR JU;
- Participate to ICT Steering Committee meetings (supervising the ICT services provided by EUROCONTROL) every quarter and provide technical expertise representing the SESAR JU needs and view;
- Consolidate service performance data to report to SESAR JU QICT Committee.

2.3.4.2 Service delivery and deliverables

- Outcome of consolidated service performance reviews communicated on a monthly basis to the QICT Committee;
- Critical review, with comments and advice, of deliverables from ICT suppliers and services providers;
- Advice to the QICT Committee, in the form of notes and memos, for the improvement of service delivery management processes;
- Participation in monthly and ad-hoc technical meetings with ICT suppliers/service providers, as recorded in the minutes, and debriefing to the SESAR JU Chief in charge of ICT, in the form of notes, of monthly and ad-hoc technical meetings with ICT suppliers/service providers;
- Participation in quarterly Steering Committee meetings with EUROCONTROL ICT suppliers/service providers, as recorded in the minutes.

2.3.5 Contract management

2.3.5.1 Tasks

- Assist SESAR JU in setting up Service Level Agreements (SLAs);
- Monitor the existing contracts regarding expiration dates, administrative & budget provision and performance as set in SLAs;
- Provide technical expert contribution to, and advice on technical specifications relating to procurement procedures for new ICT contracts and change requests to the SESAR JU;
- Handle change requests with ICT suppliers/service providers from a technical and contractual point of view.

2.3.5.2 Service delivery and deliverables

- Monitoring of the contractual implementation of the ICT strategy in terms of existing contracts established by the SESAR JU or options for new arrangements, by providing memos to the SESAR JU Chief in charge of ICT or QICT Committee, on the existing required contractual arrangements;
- Provide technical expert contribution to, and advice on technical aspects of tender specifications relating to procurement procedures for new ICT contracts and change requests;
- Technical and contractual analysis and follow-up of change requests with ICT suppliers/service providers.

2.3.6 Project management

2.3.6.1 Tasks

- Act as SESAR JU project manager in the ICT projects led by the external SESAR JU ICT suppliers/service providers or in SESAR JU corporate projects;
- Identify risks related to ICT projects and propose to the QICT adequate mitigation means, taking into account the specific context of the SESAR JU;
- Coordinate with IT security (Local Information Security Officer - LISO) and Data management (Data Protection Officer – DPO); attend Project Steering Committees and Boards;
- Draft (if project manager) or review (if member of the project team) the minutes of meetings of internal SESAR JU meetings relating to the ICT projects;
- Follow up actions stemming from project coordination meetings;
- Manage and report on projects to the QICT Committee and if required to the Executive Director.

2.3.6.2 Service delivery and deliverables

- Active participation in ICT project meetings led by the ICT suppliers/service providers or in SESAR JU corporate projects, recorded in the minutes of these meetings, additional reports and notes, as relevant, on risks related to ICT projects and recommendations to the QICT Committee on adequate mitigation means;

- Active participation in Project Steering Committees and Boards, recorded in the minutes of these meetings. Meetings with Local Information Security Officer – LISO and Data Protection Officer – DPO prior to these Project Steering Committees and Boards meetings, as relevant, to provide technical expert advice and support on specific IT security and data management aspects;
- Minutes of meetings, or review of these, of internal SESAR JU meetings relating to the ICT projects, submitted to the SESAR JU Chief in charge of ICT and/or to the relevant SESAR JU project manager;
- Regular monitoring of actions from project coordination meetings and monthly reporting on these to the QICT Committee and if required to the Executive Director.

2.3.7 Budget management

2.3.7.1 Tasks

- Provide technical analyses for the establishment of an appropriate ICT multi-annual and annual budget SESAR JU in line with SESAR JU ICT management plan (see above);
- Provide technical evaluation of received invoices and payment terms;
- Participate in the ICT Advisory Committee (in charge of the monitoring of the budget related to the ICT services provided by EUROCONTROL) every month;

2.3.7.2 Service delivery and deliverables

- Provide yearly technical expert advice to SESAR JU in its drafting of ICT budget plans to optimise the value for money while achieving the required results for the budget planned;
- Assessment of costs incurred to advise, yearly and upon request, the SESAR JU whether they are within plan and within the agreed budget;
- General budget consumption follow-up and reporting monthly to the SESAR JU;
- Active participation to scheduled ICT Advisory Committee meetings.

2.3.8 Asset management

2.3.8.1 Tasks

- Maintain the list of network and user devices owned by SESAR JU in collaboration with the external SESAR JU ICT suppliers/service providers taking care of the day-to-day operations and taking into account the assets lifecycle;
- Provide assistance to the Facility team during the yearly inventory.

2.3.8.2 Service delivery and deliverables

- List of the assets owned by SESAR JU kept up to date and reported upon to the SESAR JU QICT Committee on a quarterly basis.

2.3.9 Process documentation, Implementation and continuous improvement

2.3.9.1 Tasks

- Define and ensure adequate implementation of ICT processes and implementation of local toolset to support the ICT processes;
- Advise SESAR JU according to the ICT Governance on service improvement activities;
- Document and review ICT related processes according to SESAR JU Quality Management System (QMS) needs and the Quality Management planning;
- Maintain interoperability and mitigate risks;
- Coordinate and supervise measures to ensure the correct execution of the ICT-related part of SESAR JU Business Continuity Management Plan;
- Lead and champion the change.

2.3.9.2 Service delivery and deliverables

- Periodic advice on and follow-up of QICT Committee requests to improve SESAR JU business processes in relation to ICT services, in coordination with the SESAR JU Quality Manager.

2.3.10 Compliance with Data Protection Regulation

2.3.10.1 Tasks

Due to the nature of ICT coordinator services, the future contractor will be acting as an external processor, eventually as a co-controller in certain specific processes, of personal data on behalf of SJU.

In addition to compliance with Regulation 2016/679 (GDPR)¹ for processing operations of personal data within its own remit, services mentioned above shall be provided in strict compliance with Regulation 2018/1725² (EU DPR) applicable to the SJU as a European Union body.

The Guidelines of the European Data Protection Supervisor (EDPS) on IT Governance and IT management³, (the 'Guidelines') provide specific advice for Contractors and SESAR JU on compliance with the Regulation from an ICT perspective.

Compliance with data protection principles (the Guidelines) shall be implemented through the full contract cycle taking into account, inter alia, the following elements:

- Respect of data protection principles including the Regulation(s) and Guidelines through the whole life cycle of the ICT systems.

¹ [Regulation \(EU\) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC \(General Data Protection Regulation\) \(Text with EEA relevance\)](#)

² REGULATION (EU) No 2018/1725 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC

³ EDPS Guidelines on IT management and IT governance, 23 March 2018 and its future updates

- Timely involvement of Local Information Security Officer (SJU LISO), Local Security Officer (SJU LSO) and Data Protection Officer (SJU DPO) before the decision making and development of any new IT project;
- Provide the necessary technical expertise to the Controller and in the setting up and management of contracts and projects, including among others the inclusion of technical and organisational safeguards that the external SJU ICT suppliers/service providers should fulfil to guarantee protection of the personal data;
- Provide technical support to the DPO for the assessment of SESAR JU ICT systems and services in light of Data Protection requirements applicable to SESAR JU.
- Warning the SJU Controller and DPO on any processing operations that may be subject to a data protection impact assessment (DPIA) and conduct and IA in case necessary, in line with Articles 39 and 40 of the EUDPR, the relevant Guidelines of the EDPS and the relevant SJU procedure;
- Proactive approach and strict cooperation in the proposal and implementation restorative and mitigation action as well as organisational measures, with the SJU Controller and DPO in the event of any data breach, in line with Articles 92 and 93 of the EUDPR, the relevant Guidelines of the EDPS and the SJU relevant procedure;
- International transfers shall be duly justified by the future contractor and approved in advance and in writing by the SJU. In case a processing involves transfers of personal data to third countries or international organisations, prior to the processing, inform the SJU DPO and Controller, about the measures intended to undertake to ensure compliance with Chapter V of the EU DPR in terms of adequacy decision or appropriate safeguards.

2.3.10.2 Service delivery and deliverables

- Report, upon request by the SESAR JU Data Protection Officer, on technical contribution towards the assessment of compliance with the Data Protection principles and the EDPS Guidelines. The report shall include the methodology on how SESAR JU shall comply with the Regulation and the Guidelines of the EDPS in terms of ICT management as relevant in the SESAR JU context.

Nota bene: All the elements of the Guidelines shall be considered, taking into account in particular Recommendations from 6 to 25. However, it should be noted that the Guidelines are a rather exhaustive document and therefore many elements may appear irrelevant or disproportionate; in those cases, the future Contractor will be asked to provide a brief explanation in the report.

2.4 Conditions to render the services

2.4.1 Schedule

The future SESAR JU ICT Coordination service provider shall be available all the year except on days identified in SESAR JU yearly Public Holidays planning, by the same ICT Professional who will be located at SESAR JU premises in Brussels, and replaced in the case of exceptional absence. Updated SESAR JU holiday information is communicated each year and the information applicable for 2019 is provided for guidance in Annex III.

The core Service Window will be active from 8.00 am until 19.00 pm, from Monday until Friday. The presence of the contractor is required in SESAR JU premises during the core service hours. The core hours are 09.30 am -12.30 am and 14.00 am -16.30 am on Monday to Thursday and 09.30 am -12.30 am and 14.00 am -16.00 am on Friday.

The contractor will be required to guarantee availability of ICT coordination service/support on-site for at least 8 hours per day respecting the core hours and within the core Service Window.

A minimum of 225 days per year shall be worked by the on-site resource(s). In the event of work absence of its staff, the contractor(s) shall be bound to perform the services defined in the current terms of reference at the same quality level.

2.4.1.1 Exceptional support outside Service Window and over daily hours to be granted

In exceptional circumstances, SJU may request the contractor to provide support to be performed on-site. The implementation of the exceptional support requested outside Service Window and over daily hours to be granted will be managed by ad-hoc purchase orders (see draft direct service contract attached to this invitation to tender and Annex VI) at the rate specified in the successful tenderer's financial offer (see attached template in Annex IV). The contractor shall send by email to SJU the counter-signed purchase order within three working days. In case of emergency interventions, the purchase order can also be sent a posteriori.

2.4.2 Confidentiality

The contractor and its personnel assigned to provide the services on-site (key personnel) undertake to not disclose to any person, during the term of the contract and after its termination, information and documents relating to the methods, organization and/or operation of SESAR JU and to demonstrate absolute discretion over all data or information of which they may be aware of, whether directly or indirectly and whether or not these data relate to the services to be provided. This requirement shall continue to apply for 10 years after the expiry date of the contract

The key personnel will also be required to sign a Confidentiality Declaration (see Annex V) and Conflict of Interest Statement upon the start of the provision of the services.

2.4.3 Absence of conflict of interest

The contractor and its key personnel shall not be in a situation of actual or potential conflict of interest during the performance of their assignment with the SESAR JU.

2.4.4 Access to the premises

SESAR JU will provide the contractor with a badge allowing access to the building and offices.

The contractor shall in no case lend the badges to someone or leave the badges behind.

In the event of loss or theft, the contractor shall immediately notify SESAR JU official (Contact point) of any missing parts; the parts will be replaced and will be invoiced to the holder at the current rate.

Access to the premises will be limited to the working days and working hours corresponding to the requested services.

The services subject of this call for tenders must be provided in compliance with all rules applicable within SJU's premises.

SJU reserves the right to deny access to its premises if necessary.

Upon termination or expiry of the contract, contractor's staff members must immediately clear SJU's premises.

2.4.5 Place of performance

The services must be primarily provided at SESAR JU premises:

SESAR Joint Undertaking 100,

Avenue de Cortenbergh,

1000-Brussels, Belgium

Quarterly meetings are expected to take place in Brussels at the SESAR JU's premises, with the nominated contractor's representative. These will be progress meetings to ensure the efficient service level performance under the contract.

Tenderers should take travel costs into account at the time of preparing the tender, since they are not reimbursed by SESAR JU.

2.4.6 Handover to the next contractor

At the end of the contract, the Contractor shall take the necessary steps to ensure efficient and effective handover of activities to the next contractor to guarantee continuity of operations. Upon conclusion of the contract, the contractor will be required to provide the SJU and/or the next contractor with all the necessary information to continue the services.

Timing for submission: To be further defined 6 months before the end of the contract.

2.5 Duration of Contract – Start of Performance

The estimated start date of the contract is 15th March 2019. The contract will be concluded for an initial period of 24 months with an automatic renewal not exceeding one (1) time for a further 24 months. Please, refer to article I.3 of the draft service contract attached to the Invitation to tender.

2.6 Reporting and payments

Payments will be executed in accordance with article I.5 of the draft service contract attached to the Invitation to Tender and on the basis of monthly invoices and reports described under Section 2.3, upon their acceptance by the SESAR JU.

Monthly, the contractor shall provide evidence that all obligations above described are fulfilled. Upon acceptance, the documentation proving the fulfilment of obligations must be countersigned by the SESAR JU. This evidence shall be submitted to SESAR JU for the processing and payment of invoices.

2.7 Management of continuity of services

In order to ensure continuity of services the future contractor must identify and indicate in the tender key personnel (including replacements) that will provide services on site (for the definition of key personnel please see Section 2.4.2 and Section 4.3.3.1 for its composition and technical requirements). The delivery of ICT coordination services over a period of 225 days per year requires the ICT coordination service provider to manage periods of absence of its key personnel and to provide evidence on the replacement of personnel following SESAR JU's request.

The Contractor must ensure that any person involved in the performance of the Contract has the professional qualifications and experience required for the performance of the tasks assigned to him. At any time during the execution of the Contract, in the event that the SESAR JU finds that the persons in charge of the performance of the services do not satisfy the requirements of the SESAR JU as formulated in these specifications, the contractor shall be bound to propose within five (5) working days to replace this person with another staff member complying with all the professional qualifications listed in these tender specifications for guaranteeing the quality of the service.

The Contractor must provide the training programmes necessary to ensure a constant high quality of services of the key personnel.

Any replacement provided by the contractor shall grant the service quality level described in these tender specifications.

2.8 Intellectual Property Rights

Deliverables resulting from tasks undertaken as part of the services being provided to SESAR JU shall remain the property of the SESAR JU. See the draft service contract attached to the Invitation to Tender for details.

2.9 Variants

Variants on the terms of reference (Section 2) are not permitted.

2.10 Value

The maximum allocated budget for this contract is 980.994,00 EUR (VAT excluded) over the whole duration up to 48 months (24+24 months) service provision.

This amount is composed of 880.994,00 EUR (220.248,50 EUR per year, VAT excluded) for standard services and 100.000,00 EUR (25.000,00 EUR per year, VAT excluded) for exceptional support described under Section 2.4.1.1 of these tender specifications.

SJU may negotiate the repetition of similar services entrusted to the selected contractors for a maximum of a 50%⁴ of the total values below indicated in these tender specifications.

⁴ As per lit. (e), Point 11.1, Annex 1 to the Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union

3 Information about the procedure

3.1 Indicative timetable

Milestone	Deadline
Launch of this call for tenders	19 December 2018
Deadline for requesting additional information/clarification from the SESAR JU	No later than 10 calendar days before the closing date for reception of tenders
Last date on which clarifications are issued by SESAR JU	No later than 6 calendar days before the closing date for reception of tenders
Deadline for reception of tenders at SESAR JU's premises	25-29 January 2018 <u>2019</u>
Notification of award	By end of February 2019
Expected Service contract signature	Mid-March 2019

3.2 Subcontracting

Subcontracting of tasks under the contract is permitted but the contractor will retain full liability towards SESAR JU for performance tasks of the Service contract as a whole.

During the service contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the SESAR JU. For all the details, please refer to Section 18 of the Invitation to tender.

4 Assessment of the Tenderers and Award of the Contract

4.1 Introduction

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

1. Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
2. Selection of tenderers on the basis of selection criteria;
3. Verification of compliance with the minimum requirements set out in these tender specifications;
4. Evaluation of tenders on the basis of the award criteria.

SESAR JU will assess these criteria in no particular order. The successful tenderer must pass all criteria to be awarded the contract.

For British tenderers:

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force, tenderers from the UK could be rejected from the procurement procedure.

4.2 Assessment in the light of exclusion criteria

In order not to be excluded from participation in the present procedure, the tenderer (the coordinator, each consortium member), and any possible subcontractors already identified at this stage, shall provide evidence **of not being in any** of the situations of exclusion listed in the Declaration on honour attached hereto in Annex I.

As an **evidence** thereof, the tenderer tenderers (the coordinator, each consortium member), and any possible subcontractors already identified at this stage, must provide a Declaration on honour (see Annex I), duly signed and dated, stating that they are not in one of the situations listed therein.⁵

Possible remedial measures are also specified in Annex I.

Nota Bene:

The tenderer (i.e.: the coordinator, each consortium member) to which the contract is to be awarded shall provide, within 14 calendar days following notification of award and preceding the signature of the contract, the original Declaration on honour (if provided in copy at the offer submission stage) and all the documentary proofs (originals) referred to in Annex I to confirm the Declaration on honour.

The period identified above may be extended by SESAR JU upon a tenderer's express request.

⁵ Where parts of the services are intended to be subcontracted the tenderer has also to ensure that the subcontractors satisfy the exclusion criteria as indicated in section 18 of invitation to tender Ref. SESAR JU/LC/0147-CFT. Where a consortium is submitting a tender, each member of consortium must provide the required Declaration on honour as indicated in section 18.bis of the mentioned invitation. When a new subcontractor is identified and proposed to SESAR JU during the implementation of the contract, the new entity must submit the same evidence requested to subcontractors identified at the moment of the submission of the tender.

For any further information on the document to be provided by national practitioners, please refer to the following web page: <https://ec.europa.eu/tools/ecertis/search>.

4.3 Assessment in the light of selection criteria

Tenderers (the coordinator and each consortium member)⁶ must have the overall capabilities (legal, economic, financial, technical and professional) to perform the contract. SESAR JU reserves the right to request from subcontractors evidence on technical and professional capacity when these are meant to perform critical tasks.

All the requirements listed below must be met.

Please note that in the selection phase, assessment focuses on the past experience and capacity of the tenderer, and not on the quality of the (technical) offer. The latter is to be assessed in the light of the award criteria.

SESAR JU may waive the obligation for a tenderer to submit the documentary evidence requested under Sections 4.3.1, 4.3.2 and 4.3.3 below if such evidence has already been submitted for another procedure and provided the documents were issued not more than one year earlier and are still valid. In such cases, the tenderer must declare on his honour that the documentary evidence has already been provided in a previous procedure with the SESAR JU, provide reference to that procedure, and confirm that there has been no change in the situation.

4.3.1 Legal capacity

Tenderers (the coordinator and each consortium member) are requested to prove that they are authorised to perform the contract under the national law.

Evidence to be provided:

1. The tenderer (or the coordinator in case of consortia) shall provide a duly filled-in Legal entities' form, including all its supporting documentation (see section 7 b) of the invitation to tender Ref. SJU/LC/0147-CFT).
2. Evidence of inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

4.3.2 Economic and financial capacity

The tenderer shall be in a stable financial position and have sufficient economic and financial capacity to perform the contract.

Evidence to be provided:

Proof of economic and financial capacity shall be furnished by one or several of the following documents:

1. Evidence of professional risk indemnity insurance still in force;
2. Balance sheets (or extracts from balance sheets) for at least the last two years for which accounts have been closed;

⁶ Where a consortium is submitting a tender, each member of consortium must satisfy the selection criteria as detailed in section 18 bis of the invitation to tender Ref. SJU/LC/0147-CFT

3. Statement of overall turnover during the last three financial years. Please, note that the tenderers shall have a minimum annual turnover of 250.000,00 EURO;

If, for some exceptional reason which SESAR JU considers justified, the tenderer (the coordinator and each consortium member) is (are) unable to provide the references requested here above, the tenderer (the coordinator and each consortium member) may prove the economic and financial capacity by any other means which SESAR JU considers appropriate.

Nota bene: Public bodies and higher education establishments are not subject to a verification of their economic and financial capacity.

4.3.3 Technical and professional capacity

The technical and professional capacity of the Tenderer (the coordinator and each consortium member), proving the suitability to provide services covered by the Contract will be evaluated on the basis of the minimum requirements and evidence thereof provided as described in the subsequent paragraphs:

4.3.3.1 Minimum levels:

1. The Tenderer shall have:
 - i. *Capacity to undertake ICT coordination services as described in SESAR JU specification 2.3.1 to 2.3.10 and that will contribute to a decisive positive impact on the capability and availability of the ICT and unified communication infrastructure of the SESAR JU*
 - ii. *Proven experience in the management and delivery of ICT services in international, public and private organisations that rely on supply of outsourced capabilities using contractual Service Level Agreements;*
 - iii. *Proven experience in assignments involving transition planning for continuity of ICT services across service providers;*
 - iv. *The tenderer must hold a professional indemnity insurance policy covering all possible damages caused to SESAR JU and third parties during the performance of contractual obligations.*
 - v. *Professional experience of similar ICT environments to the SESAR JU, within representative organisations (e.g. EU Agencies; Joint Undertakings or bodies applying European Commission security requirements, including the role of LISO; in general, international organisations in the private or in the public sector).*
2. The key personnel, including replacement(s), proposed by the tenderer to implement the contract shall be capable of undertaking the above mentioned tasks and therefore must have sufficient technical knowledge and skills, in particular for technical assessment and reporting to SESAR JU management.

Key personnel list shall include:

- i. *At least an ICT Coordinator (and at least a replacement) established in the SESAR JU premises, with the relevant expertise and work experience in architecture, ICT infrastructure, unified communications, asset management and service level operations.*

The proposed ICT Coordinator and her/his replacement in the SESAR JU premises must have prior experience in the following fields as described in Section 2.3 above:

- a. *“Senior technical expertise for coordination of ICT services” (as detailed under Section 2.3.1); minimum 10 years;*
- b. *“Governance and communication”; minimum 10 years (as detailed under Section 2.3.2);*
- c. *“Vendor management”; minimum 5 years (as detailed under Section 2.3.3), including the management of staff and third party resources;*
- d. *“Service delivery management”; minimum 5 years (as detailed under Section 2.3.4), demonstrating service and supply performance-oriented approach that delivers an ethos for on-time results to SESAR JU with minimum escalation required, through:*
 1. *Application of the ITIL framework, in particular covering:*
 - i. *Incident management;*
 - ii. *Problem management;*
 - iii. *Change & Release management;*
 2. *knowledge of standard best-practice service delivery models;*
 3. *technical background that allows to assess the quality of delivered services;*
- e. *“Contract Management”; minimum 10 years (as detailed under Section 2.3.5), including experience in applying the Procurement rules for EU bodies and the particularities related to the specifics of an EU Agency and/or Joint Undertaking.*
- f. *“Project management”; minimum 10 years, including skills in PM methodologies (PMI/PRINCE2) (as detailed under Section 2.3.6);*
- g. *“Budget management”; minimum 10 years (as detailed under Section 2.3.7);*
- h. *“Asset Management” ; minimum 5 years (as detailed under Section 2.3.1.8), in particular applying the ITIL framework of ‘Asset management’;*
- i. *“Experience in process documentation, implementation & continuous improvement” minimum 5 years (as detailed under Section 2.3.9);*
- j. *“Knowledge of Data Protection within the context of ICT and experience in implementing data security solutions” (as detailed under Section 2.3.10);*
- k. *Minimum C1 level⁷ (oral and written) of the English language.*
- l. *Capability of undertaking the above mentioned tasks and therefore must have sufficient skills, in particular:*
 1. *academic background in ICT;*

⁷ Reference is made to Common European Framework of Reference for Languages or equivalent.

2. *knowledge of ICT and Technology trends;*
3. *knowledge and experience in information and document management system implementations;*

Evidence to be provided:

1. For the tenderer:
 - i. *Brief presentation of the tenderer containing a detailed description of the structure (coordinator, other member/s and/or already identified subcontractors, focusing in particular on the capacity and the organizational structure set up to perform the activities) and main current activities*
 - ii. *References or evidence from other entities, at least 3 (three) to which similar services were provided or for which studies with similar objectives were performed, at least one of which included a managed transition of activities.*
 - iii. *List of projects and activities performed covering all activities listed above under section 4.3.3.1 (1) within the last 5 years.*

2. For the team members:
 - i. *Detailed CV of the person(s) who will be responsible for carrying out the tasks and clear indication of how the various types of services would be allocated to the key personnel;*
 - ii. *List of relevant projects and activities performed in the scope of this call within the last 5 years;*
 - iii. *Confirmation of, and suitable evidence to illustrate the skills of the proposed ICT Coordinator resource(s), in terms of:*
 - *Expertise and experience in Architecture, Infrastructure, Unified Communications, Asset Management and Service Level delivery activities;*
 - *Experience in the domain of ICT coordination and service delivery in an SMB organisation using outsourced and remotely delivered services;*
 - *Experience in ICT budget preparation and management;*
 - *Ability to work with other service providers in a multi-sourcing mode;*
 - *Ability to apply ITIL framework, specifically for the incident and problem management, change and release management, service desk, service level, security and availability management practices;*
 - *Skills and experience in the successful application of project management methodologies and best-practices in leading and overseeing activities across many organisations without direct management responsibility;*
 - *Capacity to communicate in English (written & oral);*

- *Experience in interpersonal communication, facilitation and presentation at different organisational levels, including at C-Level;*
- *Experience of working with international organisations, including EC Agencies/Bodies.*

4.3.3.2 Other relevant skills

Knowledge of French and Dutch (B2 level) would be advantageous. Any other EU language at a minimum of B1 level will be considered an asset.

4.4 Minimum requirements

The evaluation committee will check the technical tender form for compliance with the minimum requirements set out in the technical specifications.

Any tender which departs from the requirements set out in the tender specifications or which fails to meet all those requirements may be rejected on the grounds of non-compliance with the tender specifications and will not be evaluated.

The tender shall be in compliance with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour law conventions listed in Annex X to the Directive 2014/24 EU. The tenderer will declare in the Declaration on Honour (Annex I) being compliant with these requirements.

The tender shall also be in compliance with applicable legislation on protection of natural persons with regard to the processing of personal data and in particular with Regulation (EU) 2016/679 (EU GDPR).

All compliant tenders will be evaluated according to the award method described below.

4.5 Assessment in the light of award criteria

Only the tenders which meet the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price for the award of the Contract.

The Contract will be awarded on the basis of the economically most advantageous tender as detailed in the subsequent sections.

4.5.1 Technical evaluation

The quality of the offer will be evaluated in accordance with the award criteria and the associated weighting detailed in the table below.

The tender must reach a minimum score of 50% or more per award criterion and 70 points or more globally in order to be admitted to the financial evaluation. The tenders with lower scores will be considered non-suitable and therefore excluded.

NB: Tenders presenting a mere repetition of the tender specifications or source documentation will be scored below the minimum required.

Award Criteria	Maximum available
<p>Understanding of the services, tasks and requirements:</p> <ul style="list-style-type: none"> - Understanding of the objectives of the assignment set in Sections from 2.3.1 to 2.3.10. - Understanding of the ICT coordination activity in SESAR JU context. - Understanding of the domains and services to be provided in the particular context in which the SESAR JU operates (EU Body), and in particular how the tenderer's expertise and working experience are relevant to the above described services under Sections from 2.3.1-2.3.10: <ol style="list-style-type: none"> 1. Senior technical expertise for coordination of ICT services and management competence within representative organisations; 2. Contribution to governance and communication; 3. Vendor management; 4. Service delivery management; 5. Contract and Project management; 6. Budget planning and management; 8. Asset management; 8. Process documentation, Implementation and Continuous Improvement; 9. Implementation of data protection principles and data security solutions related to ICT. - Understanding, suitability and soundness of the proposed by the tenderer services delivery approach. 	50
<p>Organisational aspects:</p> <ul style="list-style-type: none"> - Adequacy of the proposed tender's structure and alignment to the requirements set in Sections 2 and 4 (In particular focusing on the requirements expressed in sub-Section 2.3) in order to guarantee a range of skills and expertise sufficient to make a decisive and positive impact on the efficient and effective delivery of the full scope of ICT and unified communication services provided to staff and stakeholders of the SESAR JU; - Suitability of the proposed way of providing and performing the services to be contracted in the context of the status and legal framework under which SESAR JU is operating. - Adequacy of the transition planning (ability to create and execute a robust transition plan to provide continuity from existing to new ICT Coordinator arrangements). 	40
<p>Quality assurance of contract management:</p> <p>Adequacy of the "methodology"/working process proposed to ensure:</p> <ul style="list-style-type: none"> - Continuity of services. - Timely response and delivery. - Identification, prevention and measures in place to mitigate any risk of conflict of interest during the implementation of the contract. - Implementation of the confidentiality obligations. - Compliance with Data Protection principles. 	10
<p>Score Award Criteria</p>	100

4.5.2 Financial evaluation and recommendation for award

The price that will be taken into account for the financial evaluation and the award of the Contract, is the “Weighted hourly rate” proposed by the tenderer in the financial offer as indicated in the Invitation to tender ref. SJU/LC/00147-CFT.

The formula that will be used to rank the tenders incorporates the following elements:

Quality (60%)

- the score of the award criteria of the tender
- the highest score of the award criteria among acceptable tenders

Price (40%)

- the ‘Weighted hourly rate’ of the tender
- the ‘Weighted hourly rate’ of the lowest priced acceptable tender

The ranking of the tenders, for the award of the contract, will be established by using the formula below.

Score tender Y =

$$[(\text{Score of the award criteria of tender Y} / \text{highest score of the award criteria among acceptable tenders}) \times 60\%] + (\text{‘Weighted hourly rate’ of the lowest priced acceptable tender} / \text{‘Weighted hourly rate’ of tender Y}) \times 40\% \times 100$$

5 Annexes

- Annex I – Declaration on honour (*available in Word format in the tender documentation*)
- Annex II – Mandate Consortium Coordinator (*available in Word format in the tender documentation*)
- Annex III – List of Public Holidays applicable to SESAR JU for the year 2018
- Annex IV – Financial Proposal (*available in Excel format in the tender documentation*)
- Annex V – Declaration of Confidentiality
- Annex VI – Purchase Order Template
- Annex VII - Terms of Reference for the SESAR JU Quality & ICT Committee

Annex III - List of Public Holidays applicable to SESAR JU for the year 2018

Reminder: the amended public holidays of SESAR JU do not all correspond with the Belgian public holidays and vice versa (with the example of 11 November). Tenderers are invited to take this into account in their financial offer.

01 January Monday, New Year's Day
02 April Monday, Easter Monday
01 May Tuesday, Labour Day
10 May Thursday, Ascension Day
21 May Monday, Whit Monday
15 August Wednesday, Assumption Day
01 November Thursday, All Saints' Day
24 December to 31 December, Monday to Friday: 6 end-of-year days

Annex IV - Financial Proposal (Excl. VAT)

Available on SESAR JU website in **Excel format ONLY**:
at the following address: <http://www.sesarju.eu/procurement>

For paper copy of the offer, please fill in the Excel file and print out the Excel sheet. Please verify whether the financial offer is complete in all its parts before submitting it.

Annex V - Declaration of Confidentiality

Legal entity/contractor:

Legal address:

.....

.....

I, the undersigned,, in my role as on-site resource of the legal entity, undertake to respect the confidentiality of:

Any confidential information made available to me during and after the expiry date of contract SESAR JU/LC /0147-CTR for “*ICT Coordination Services.*” (hereinafter referred to as “the Contract”)

“Confidential Information” means any and all information, materials, drawings, know-how or data relating to the performance of the Contract, which is accidentally known, disclosed or given by SESAR JU either directly or indirectly, whether in writing or by any other means, including, but not limited to, formulae, designs, simulations, processes, manufacturing methods; proprietary, technical, operational and financial data; information relating to the performance and output of research and development activities; cost and pricing data as well as business plans, customer lists, studies, reports, quotations, offers; and any notes, analyses, compilations, interpretations, memoranda or other documents.

This commitment of confidentiality shall stay in full force and effect for 10 years after the expiry date of the above mentioned contract.

In particular, I acknowledge that I have been informed that I cannot disclose to third parties, use for my own benefit or that of a third party, or make public, either orally or in writing, in paper or in electronic form, the documents or information that are not in the public domain and that I have had or may have access to due to the services I provided related to the above mentioned “*ICT Coordination Services*” contract to the services carried out.

I undertake to refrain from any declaration that could harm the reputation of the SESAR Joint Undertaking, jeopardise the safety and security of its premises or its data systems.

I undertake to respect the confidentiality of all personal data that I may have access to and that I may process.

I also undertake to give back any Confidential Information in writing (paper or electronic) or by any other means relating to SESAR Joint Undertaking in my possession at the end of the performance of obligations laid down by the Contract.

I am aware that the disclosure of procedures, names or other sensitive information relating to SESAR JU may result in SESAR JU initiating proceedings under the applicable law against me or/and the legal entity I am representing.

Date: Place:

Name of the signatory:


Function of the signatory:

Signature, preceded by the words "Read and approved":

.....
.....

A copy must be kept by the signatory.

Annex VI - Purchase Order Template

	CONTRACT PURCHASE ORDER		
SESAR JOINT UNDERTAKING 100, Avenue de Cortenbergh BE-1000 Bruxelles Tel.: +32 (0) 2 507 8000 E-mail: Facility@sesarju.eu	Order number: SESAR JU/d/ Currency of payment: EUR Tender (date and reference):	(Name and address of contractor)	
This order is governed by the Contract No _____ in force from _____ to _____			
LISTING OF THE SUPPLIES / SERVICES	UNIT	QUANTITY	PRICE in €
and code			UNIT PRICE TOTAL
In accordance with Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Commission is exempt from all taxes and dues, including value added tax, on payments due under this contract. For intra-community purchases, the statement 'VAT Exemption / European Union / Article 151 of Council Directive 2006/112/EC' should be added on the invoice. [In Belgium, use of this contract constitutes a request for VAT exemption No. 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes the statement: 'Exonération de la TVA; art. 42 § 3.3 du code TVA (circulaire n° 2/1978)'.]	Packaging Insurance Transport Assembly VAT		
		TOTAL :	

<p>Place of delivery or performance and/or Incoterm:</p> <p>SESAR JU / Av de Cortenberg 100 / 1000 Bruxelles / 4°/5° Etage</p> <p>Final date of delivery or performance: Payment provisions: 30 days from receipt of the invoice</p> <p>Guarantee:</p>	<p style="text-align: center;">Contractor's signature</p> <p>Name:</p> <p>Position:</p> <p>Date:</p>
<p>Date of issue:</p> <p>Signature on behalf of the SESAR JU: Directeur Executif</p> <p>[Pour la Belgique, numéro de dossier auprès du Protocole du SPF Affaires Etrangères]</p> <p>The invoice will be paid only if the contractor has returned the signed order form.</p>	

Annex VII – Terms of Reference for SESAR JU Quality and ICT Committee

Title

SESAR JU Corporate Quality and ICT Governance Committee

Mission

To plan, prioritize, propose for approval, then lead and monitor the implementation of all SESAR JU corporate Business Processes and their corresponding ICT initiatives to ensure that SESAR JU obligations and staff/end-users expectations for SESAR JU operations and the respective ICT solutions are met, corporate risks are mitigated, and best value is secured to meet both business and ICT needs.

Authority

All proposals for new and modified corporate SESAR JU corporate Business Processes and ICT Projects or updates to the process or ICT baseline shall be submitted to the Committee for consideration. The Executive Director, as Authorizing Officer of SESAR JU, or, in his absence, the authorising officer by delegation shall take decisions on the basis of the Committee's recommendations.

Terms of reference

- Establish and maintain, through a corporate Quality Manual (QM), a complete (baseline) view of the SESAR JU corporate Business Processes and a single location for user access;
- Ensure the procedures and respective ICT enablers baseline in support of the corporate QM is established (including change management), ensuring that all are sufficient, cost-effective, fit for purpose and properly documented;
- Ensure the formulation of an appropriate ICT Strategy and policies (including project management of ICT) aligned with the corporate priorities of the SESAR JU, recommend approval and monitor the cost-effective implementation of the strategy;
- Provide the focal point and steering for new business processes and the implementation of supporting ICT dependencies, ensuring clear visibility and links to SESAR JU staff and other end-users;
- Monitor, review and prioritize requests for ICT solutions and support taking into account corporate priorities, anticipated benefits, budget, cost and available human, financial and technical resources;
- Ensure roles and responsibilities are clear between ICT support, help desks, service failure and recovery, wider SESAR JU security procedures and the links to staff and other end-users;
- Recommend a budget for maintenance and new ICT initiatives in accordance with the SESAR JU's budgetary policies, then monitor the use of approved budget and provide recommendations on improving the cost-benefit for the SESAR JU;
- Monitor compliance in cooperation with internal audit, to ensure that obligations of the SESAR JU are met and its corresponding corporate Business Processes and ICT adapted appropriately;
- Promote the implementation and maintenance of a disaster recovery programme for all corporate activities and ICT systems to guarantee business continuity;
- Review ICT performance (including security) and incidents that put at risk the organization, particularly with regards to business continuity.

Committee Composition (key process owners):

The composition of the SESAR JU Corporate and ICT Governance Committee is as follows:

Members:

- | | |
|---------------------------------------------|------------------------------------|
| - Chairperson, Corporate Affairs | Deputy Executive Director |
| - Administration, Inc. Legal, Finance & HR: | Chief Administration Affairs |
| - Programme Content | Chief ATM |
| - Programme Delivery | Chief Development & Delivery |
| - Strategy, External Affairs & Comms | Chief Strategy & External Affairs |
| - Quality | Quality Manager |
| - ICT | ICT Coordinator |
| - Information Security | Local Information Security Officer |
| - Data Protection | Data Protection Officer |
| - Internal audit (Observer): | Internal Audit Capability |
| - Secretariat of the QICT | Secretary of the QICT |

Other regular attendees:

- Head of Corporate Quality, Planning & Reporting
- Head of Corporate Support
- Corporate Communications

The chairperson may invite additional attendees to a meeting, depending on the agenda and specific subject(s) to be discussed.

The Committee may invite the representative of organisation(s) in charge of the ICT services and technologies for the SESAR JU to attend the meetings when required.

Rules of procedure

The Committee shall meet ordinarily on a quarterly basis. Extraordinary meetings can be called by the Committee's Chairperson. As decisions and recommendations are to be taken by consensus then to the extent possible, meetings shall be scheduled to assure availability of full membership.

The Chairperson, in consultation with the concerned staff, shall make the final decision on the agenda items for each meeting. The Chairperson shall invite other staff on the basis of the agenda item as appropriate and may require specific members to present documentation related to agenda items.

The Secretary shall ensure that the agenda, minutes of the proceedings and decisions are properly prepared and circulated, and that any decisions and actions are followed up.