



Q&A – Call ref. SJU/LC/0110-CEI

Edition: 24 September 2014

QUESTIONS AND ANSWERS

Call for expressions of interest to become candidate member of the SESAR Joint Undertaking SESAR Research and Innovation Programme 2020 (SESAR 2020)

Ref. SJU/LC/0110-CEI

N°	Subject	Reference in call documentation	Questions	Answers
1	Initial contribution	Section 5 of the CEI	We would like to be better explained about the following sentence appearing at page 5 of the call: “The selected members of the SJU will be required to undertake to pay a minimum initial contribution of EUR 10 million within a period of one year from when their accession to the SJU is accepted. This amount will be reduced to EUR 5 million for members that subscribe to the SJU within 24 months after the call for new membership”. Can you provide with few examples how this difference would apply with respect to the indicative timeline appearing at page 4 of the call?	The relevant provision is as set forth in Art. 12(3) of the SJU Regulation No 219/2007 (as last amended by Council Regulation (EU) No 721/2014). To this respect, it shall be understood that the candidate members once selected to become members of the SJU shall commit to provide the SJU a minimum amount of net contribution (in kind + cash, as defined in the call documentation) of EUR 5 million in the period of their membership. This commitment shall be signed and consequently be binding on the selected Members within 24 months from the closing date of the present call, i.e. 30 September 2016. If a selected candidate member decides not to commit by that date the resources to be made available to the SJU, the minimum net contribution to be provided to the SJU shall be EUR 10 million. The payment of the contribution, for its cash part, or the provision of the in kind part shall take place in the period from the start of SESAR 2020 – estimated 15 July 2015 – until its end date or as agreed with the SJU.
2	Definition of a “Net contribution”	Sections 2 and 9 of Annex IV	Can you explain what is the difference in between the “Net Contribution” and the “gross in kind contribution less the co-financing received from the SJU”? Can you	As set forth in section 2, page 5 of Annex IV, “ <i>Net Contribution</i> ” means the difference between the Gross In Kind Contribution, to which the cash contribution to the

			provide with numeric examples for: the basis for calculating the cash contribution to the operational expenditure of SJU; the basis for calculating the voting rights; the basis for calculating the expected maximum co-financing in compliance with H2020 rules?	<p><i>Operational Expenditure of the SJU shall be added, and the co-financing provided by the SJU.</i></p> <p>If terms of numbers, this could be illustrated in the following hypothetical example:</p> <ul style="list-style-type: none"> • A (Direct costs) = 100 • B (Indirect costs) = 40 • C (Gross In Kind Contribution) = 140 (A+B) • D (Contribution considered for co-financing) = 125 (i.e. B = 25% of A, under H2020) • E (Co-financing) = 87,5 (if 70 % of D) • F (Cash Contribution to Operational Expenditure) = 2.6 ((C-E) x 5%) • G (Net (In Kind + Cash) Contribution) = 55.1 (C-E+F) • H (Basis for the calculation of voting rights) = 55.1 (G)
3	Participation of “linked third parties”	Section 2 of Annex IV and Annex II-2	Would a MOC as the one attached hereby (representing a generic template) being signed between the candidate member and a third party suitable to comply with the H2020 provisions of “legal link” between the candidate member and such third party, so to make the third party eligible to be included in the EOI as “linked third party”? What would be the additional documentation which you would expect within the answer to this first step regarding the proposed linked third parties?	<p>H2020 provisions regarding “linked third parties” follow the concept of FP7, according to which “linked” refers to an established formal relationship between a third party and the beneficiary/ selected member, defined by the following characteristics:</p> <ul style="list-style-type: none"> • This relationship by nature is broad and is not limited to the action, or specifically created for the work in the action. • Accordingly, its duration goes beyond the duration of the project and usually pre-dates and outlasts it. • It has a formal external recognition, sometimes in the framework of a legal structure (for example, the relationship between an association and its members), sometimes in the absence of legal

				<p>personality, through the sharing of common infrastructures and resources (joint laboratory), separate from those of the legal entities composing them, or common ownership (affiliates, holding companies).</p> <p>“Ad hoc” collaboration agreements between legal entities to carry out work in the project are therefore not covered; in these cases both legal entities should be beneficiaries/selected members.</p> <p>It is to be noted that in accordance to the Horizon 2020 Rules of Participation (Regulation (EU) No 1290/2013) the SJU might require a joint and several liability of the linked third party with the SJU member.</p> <p>At the stage of the call for expressions of interest, the SJU does not require any specific proof of such a link as described above that will be required at the stage of the launch of invitation to submit final proposals following the negotiation phase. Nevertheless, as pointed out in Annex II-2, the applicants are strongly encouraged as far as possible already at this stage to identify the entities intending to participate in SESAR 2020.</p> <p>As an additional indication, terms and conditions of the linked third parties in SESAR 2020 shall be those set forth in Horizon 2020, itself being based on the relevant provisions of FP7.</p>
4	Associate Partner of a (current) SJU	n/a	In the Annex IV to the call, the “associate partners” are those “Organisation bound to a Member in accordance with the decision of the Administrative	The creation of the specific category of stakeholders in the SESAR Programme, "Associate Partners of an SJU Member" answered to the need to secure the additional input and

	Member		<p>Board ADB(D) 02(2010)". It is assumed that a candidate member, being currently a member of SJU can includes the already accepted "associate partners" on the basis of such decision. Can "associate partners" simply be considered in the larger category of "linked third parties" (which already includes the "affiliates)? In such case, would a "Subcontract for Research Assistance (SRA)" be required to be signed afterward the final accession decision, for transferring a portion of the conferred activity from the member to the associate?</p>	<p>added value of critical partners in the ATM research and development activities. Please refer to the SJU's Administrative Board decision ADB(D) 02-2010 "Associate Partners of an SJU Member": http://www.sesarju.eu/discover-sesar/governance/adbmeetings</p> <p>The selection process of the relevant entities followed a strictly defined procedure, the finalisation of which meant a signature of the legally binding "subcontract for research assistance" between the SJU Member and it Associate Partner.</p> <p>Considering inter alia the link created between the present SJU Members and those entities through the signature and implementation of the mentioned subcontracts for research assistance, the SJU may consider these entities as falling under the broader category of "linked third parties" within the framework of SESAR 2020.</p> <p>It should be noted that as the present status of a member, equally, the current status of an Associate Partner of the SJU under the current SJU Programme finishing at the end of 2016, does not guarantee the SJU's acceptance in the framework of SESAR Programme 2020. The final decision will be taken by the SJU during and following all the relevant stages of the assessment of the applications and proposals of the candidate members.</p>
5	Current membership	Section 9 of the CEI and Annex II-2	It was anticipated that the application to the Call for the current members would be somehow simpler	The present call is addressed on equal terms to the current members, who intend to confirm their interest in SESAR

			<p>than for non-current members. At a first reading of the Call documentation, this does not seem to be the case. Can you please provide better explanation on any eventual difference in the way a current member application is distinguished by a non-current member one?</p>	<p>2020, and to any new entity – eligible under the criteria defined in the present call – who intends to become a member of the SJU. Nevertheless, given that the SJU already possess extensive information on the current members due to their present status and in order not to create unnecessary administrative burden, the SJU requires from the current members to submit the information that is either indispensable in order to perform a non-discriminatory assessment of all the applications or is subject to changes compared to the most updated situation of the current members resulting from the SJU records at the date of the launch of the present call.</p> <p>These elements are addressed in the last paragraph of section 9 of the call as well as in Annex II-2.</p>
6	Form of submission of applications	Sections 9 (5 th paragraph) and 10.1 of the CEI	<p>The relevant call and its form are published on the following page: http://www.sesarju.eu/procurement/calls-for-tenders Is Annex II the only form to be submitted? It appears that the other 3 documents: Call for membership, Annex III and IV are mainly explanatory.</p> <p>Clarification would be appreciated since on the SESAR website there is a different call, directed to the European Commission: http://www.sesarju.eu/newsroom/all-news/european-commission-launches-call-proposals-establishment-sesar-deployment with the different deadline and different forms for submission.</p>	<p>Call for expressions of interest to become candidate member of the SESAR Joint Undertaking Ref. SJU/LC/0110-CEI is the only call managed by the SJU.</p> <p>Entities interested in the SJU's call for expressions of interest shall follow the instructions of the documentation published on http://www.sesarju.eu/procurement and in particular those of sections 9 (5th paragraph) and 10.1 of the call, according to which the structure and templates presented as Annex II-1 and Annex II-2 shall be used for the submission of applications.</p> <p>The reference to the call of the European Commission on the SJU's website related to the deployment manager is for publicity reasons only. The SJU does not manage the call and</p>

				any questions related to this call shall be addressed to the European Commission following the instructions set forth in the relevant call documentation.
7	Eligibility/ Composition of a candidate member	Section 9.1 of the CEI, Sections 3 and 4 of Annex IV	<p>a) Is it possible to be a Full Member as an EEIG with shareholders and that one of the shareholders is also a linked third party to another Full Member? If so, what are the specific conditions?</p> <p>b) Is it possible to be a Full Member as a consortium with consortium members and that a consortium member is also a linked third party to another Full Member? If so, what are the specific conditions?</p> <p>c) Is it possible as a consortium to be a linked third party to a Full Member? If so, what are the specific conditions?</p>	<p>Answer to a): Yes. A European Economic Interest Grouping (EEIG) could be selected as a member, whereas its composing legal entity may be identified as a “linked third party” to another member.</p> <p>Answer to b): Yes.</p> <p>Answer to c): Yes – in case a consortium/grouping has a legal personality. No – in case a grouping is created specifically by different legal entities for their participation in the SESAR 2020 Programme.</p> <p>With regard to the conditions of participation of the linked third parties, refer to Q&A No. 3 above.</p>
8	Co-financing rate	Section 9 of Annex IV	The programme 2020 activities (exploratory research excluded) shall be considered as “innovation actions” as defined in H2020. In those exercises the reimbursement rates are normally 70%. However the eligible costs of non-profit beneficiaries/linked third parties participating in innovation actions may be reimbursed at 100%. What will be the rate in SESAR 2020 for research establishments (already accepted as non-profit organization in FP7 and by tax authorities) as shareholder of a member or as part of a consortium.	The part of the SESAR Programme 2020 included in this call for expressions of interest is considered an innovation action. The overall co-financing rate for the SESAR 2020 will be therefore <u>up to</u> 70%.
9	Initial contribution	Art. 4 of the SJU Regulation	1) Once submitting as a consortium the 10 million Euro are divided among the members of the	<p>Answer to 1):</p> <p>The initial contribution shall be one for the consortium as a</p>

			<p>consortium? Or each member needs to pay 10 million Euro separately? In case of the former how does the payment is divided among the members of the consortium? Is it an internal decision of the consortium?</p> <p>2) Also regarding the payment of the 10 million Euro, will it be collected as an "In-Kind"? if so, then the members will only need to pay 5% out of the 10 million Euro as a cash contribution?</p> <p>3) Also once an academic partner is a part of a consortium he needs to pay only 250,000 euro?</p>	<p>whole. The split between consortium members is the internal decision of the consortium.</p> <p>Answer to 2): The contributions may be in kind and in cash. The cash contribution shall in any case be at least 5% of their gross in kind contribution less the co-financing received from the SJU.</p> <p>Answer to 3): The initial contribution shall be one for the consortium as a whole, consequently, the application of a lower contribution will be assessed in the light of the overall character of the consortium as a whole.</p>
10	Eligibility/ Composition of a consortium	Section 9.1 of the CEI, Sections 3 and 4 of Annex IV	A consortium must be composed of how many members? Does it follow the rules of Horizon 2020?	<p>The SJU and the SESAR Programme 2020 are construed with the idea that all SJU members together de facto create a type of "consortium" working together for the specific projects and therefore the rules of Horizon 2020 apply with regard to the composition of such a "consortium" (partnership) and not to the individual member composition which is set up as a consortium.</p>

11	Associate Partner of a (current) SJU Member	n/a	Can a candidate submit as an associated partner at this stage? Or will he be appointed as an associated partner once a member is elected (by June 2015)? Where can he learn about the associated partner conditions and rights?	<p>Please, refer to Q&As 3 and 4 related to the definition of a “linked third party” and of an “Associate Partner of the SJU Member”.</p> <p>At this stage, each Member can propose possible third parties including present or possible future Associate Partners. The decision to accept them as Associate Partners will be taken in the context of the process of the evaluation of the final proposals of the selected candidate members, process that will be launched after the closure of the negotiation phase. The applicable conditions applicable for Associate Partners are set forth in SJU’s Administrative Board decision ADB(D) 02-2010.</p>
12	Payment arrangements	n/a	Under the previous SESAR JU arrangement all statements and payments went through the consortium coordinator or the leading company unit of a grouping. Is this arrangement kept for SESAR 2020 or will there be direct relationships established as in H2020 (e.g. cost statements and payments of consortium members to be delivered to/by the SJU directly)?	<p>Reporting and payment arrangements will be set forth in the Agreements that will be submitted to the selected candidate members at the stage of the negotiations on SESAR 2020 content.</p> <p>In principle, under Horizon 2020 rules, the coordinator would submit to the SJU technical and financial reports, including requests for payment. Payments shall be made to the coordinator who shall distribute them between the beneficiaries.</p>
13	Initial contribution	Art. 4 of the SJU Regulation	<p>The main call document in chapter 7 is not clear about the initial contribution. This leads to the following sub-questions:</p> <p>1) The selected new members of the current call have to pay a minimum initial contribution of 10 Mio.€ , or do they have to pay only 5 Mio.€</p>	<p>Answer to 1): Please, refer to Q&A No. 1 above.</p> <p>Answer to 2): Please, refer to Q&A No. 9 2) above.</p>

			<p>because the subscription is done within the period of 24 months after the call for new membership?</p> <p>2) Where can the “initial contribution” consist of (in-kind and/or cash)?</p> <p>3) In what time frame this initial contribution has to be delivered by new members in case of a cash contribution or an in-kind contribution?</p> <p>4) The following paragraph says that the cash contribution instalments are subject to agreement between the new member and the SJU. Does that apply to all new members or only for SMEs?</p>	<p>Answer to 3): Please, refer to Q&A No. 1 above.</p> <p>Answer to 4): This applies to all new members.</p>
14	Eligibility/ Composition of a candidate member	Section 9.1 of the CEI, Sections 3 and 4 of Annex IV	Is the EEIG eligible for membership with regard to the stakeholders’ arrangement i.e. “parents” = [two entity names removed] and the “grandparents” = [two other entity names removed] where the “grandparents” execute the work?	<p>As for EEIGs, it is the association, federation, etc which should appear as the member in and sign the relevant binding agreement/s.</p> <p>It should be noted that the selected member must have the appropriate resources to implement the Programme. Nevertheless, where it is necessary for the implementation of the Programme, the candidate member may call upon <i>third parties</i> to carry out <i>part of the work</i>. In such cases the third party carries out part of the work directly and remains responsible for this vis-à-vis the member, (although the member remains responsible vis-à-vis the SJU for the work).</p>
15	Time limit for questions	Section 10.2 of the CEI	What is the limit date / hour to send an email and receive an answer before 6 calendar days of the final date?	Section 10.2 of the call documentation shall be understood that the “requests for additional information received less than <u>fifteen</u> (15) calendar days before the final date for receipt of applications will not be processed”.
16	Estimated contribution	Annex II-2, Template –	Referring to the documentation of the call, a description of the intended contribution (to an area,	As set forth in Annex II-2, Template – Operational capacity, Chapter 4; Part 1 thereof shall be filled-in by the applicants

		Operational capacity	topic or project) with regard to the high level definitions of work (Annex III) seems not to be expected to be part of the expression of interest. Can you confirm this interpretation? If not, where would it be expected?	and include “a list of areas and topics, in relation to the initial description of activities included in Annex III”. The applicants shall clearly identify the activities they intend to contribute to and detail how their particular skills will apply to those activities.
17	Estimated contribution	Annex II-2, Template – Operational capacity	Annex II-2, Template – Operational capacity, Chapter 4, Part 1: are also current SJU members obliged to provide a list of areas and topics with proven experience?	Yes. In fact, while the current Members are known for the expertise provided in the ongoing work, it is required to have a summary of their intended contribution to the activities to be performed in the context of the Programme 2020.
18	Participation of “linked third parties”	Section 2 of Annex IV	<p>Questions in relation to “linked third party”:</p> <ol style="list-style-type: none"> 1) It is understood, that the notion “linked third party” is a generic term covering e.g. Affiliates, Associated Partners and all other parties linked to the member by any kind of legal link not limited to the SESAR context. Is this interpretation correct or are there any constraints to be taken into account? 2) Is it possible for the same legal entity to be engaged in the program in parallel as an Associated Partner and as any other type of “linked third party”? 3) A legal entity applies as a candidate member. In case of rejection this legal entity shall instead become an Associated Partner to a current SJU member. How to deal with this application for two competing roles? Can additional linked third parties be nominated after the Eol, e.g. within the 	<p>Answer to 1): Please, refer to the Q&A above, in particular No. 3, 4 and 11As an additional clarification to this question and the Q&A No. 11 it should be noted that the SJU Administrative Board decision ADB(D)02-2010 shall be read – in the framework of the current overall SESAR 2020 membership procedure – as setting forth in its articles 1 to 4 principles for the conditions applicable for the Associate Partners, without prejudice however to the specific provisions of Horizon 2020.</p> <p>Answer to 2): Applications for both membership and as part of a broader category of a linked third party to another prospective member need to be clearly identified such that the SJU can take these into consideration.</p> <p>Answer to 3): Yes. For clarity, at this stage it is not envisaged to have a call for Associate Partners after the closure of the</p>

			<p>BAFO?</p> <p>4) Is the role “Associated Partner” limited to existing Associated Partners (SESAR 1) in accordance with the decision of the Administrative Board ADB(D) 02(2010) or can also newcomers be proposed/engaged as Associated Partner to a member? Will there be a new invitation by the ADB to the candidates / members to indicate new AP’s?</p> <p>5) It is understood, that for linked third parties the rules of EU regulation 1290/2013, article 23, chapter 6 apply, i. e. regarding funding a linked third party is equivalent to an Associated Partner, namely cost neutral for the member. Is this understanding correct?</p>	<p>membership process. Consequently, Members should already consider in view of the final proposal submission stage to propose the possible Associate Partners (including those selected in “SESAR I” that would need to be re-proposed). The SJU will assess during the life of Programme 2020 the need to re-open a call for Associate Partners, taking into consideration also the resources available.</p> <p>Answer to 4): The role of “Associated Partner” is as defined in the SJU’s Administrative Board decision ADB(D) 02(2010). The entities proposed may differ from those selected under “SESAR I”. Opportunity to introduce changes to the construction of their candidate member proposal will be provided in response to the final proposal submission stage.</p> <p>Answer to 5): Art. 23, paragraph 6, of Regulation 1290/2013 does not refer to “linked third parties”, but rather to the third parties that may make available resources by means of contributions in kind free of charge.</p> <p>For this question, please refer also to Q&A No. 8. The co-funding mechanisms for linked third parties are the same as for the member, i.e. costs incurred by linked third parties may be eligible for reimbursement if they fulfil — mutatis mutandis — the general and specific conditions for eligibility under Horizon 2020 rules, without prejudice to any specific disposition in the agreement between the member and the linked third party.</p>
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19	Operational capacity - IPR	Annex II-2, Template – Operational capacity	According to Annex II-2, Template – Operational capacity, Chapter 7 “A description of the issues relating to intellectual property rights which should be considered in relation to the applicant's contributions and participation in the SJU (background, access rights)” shall be produced. As for our understanding a description of applicant’s contribution regarding content is not requested, concrete issues regarding IPRs or access rights cannot be tabled. Therefore Chapter is understood as means to state rather generic or fundamental issues. Can you confirm this interpretation?	Yes, we confirm.
20	Conflict of interest	Annex II-2, Template – Operational capacity Annex I of the CEI	According to Annex II-2, Template – Operational capacity, Chapter 6 “A declaration on any potential conflicts of interests which may exist and affect the applicant's quality of a member” is requested. What kind of additional information/statement is requested here compared to the respective clause of the “Annex I Declaration on honour with respect to the exclusion criteria and absence of conflict of interest”.	By signing Annex I of the call documentation, applicant declares having no conflict of interest in connection to the call for membership. Annex II-2, Template – Operational capacity, Chapter 6, can be used for clarification and detailed description in case of actual or potential conflict of interest.
21	Categories of costs	Annex II-2, Template – Operational capacity	According to Annex II-2, Template – Operational capacity, Chapter 5 “the split between direct and indirect costs” shall be indicated. As the HORIZON 2020 rules foresee a capping of indirect costs to a value of 25% of the direct costs please advise, which kind of information is expected here.	The SJU would like to see the estimated actual indirect costs. As illustrated in the Q&A No. 2 above, these will be relevant in case the applicant should be selected as member of the SJU for the calculation inter alia of its cash contribution and voting rights in the SJU’s Administrative Board.
22	Estimated	Annex II-2,	1) What does it mean “....describe the valuation	Answer to 1):

	contribution	Template – Operational capacity	<p>method of in kind contribution"?</p> <p>2) "The estimated contribution should provide a split between the applicant's contribution and those of the proposed linked third parties". Is it requested to provide the split between the applicant's contribution and the overall contribution of affiliates and associates described in chapter 2? Or is it requested to provide the estimated contribution for each affiliate/associate?</p>	<p>Annex II-2, Template – Operational capacity requires the applicants to fill-in Chapter 5 by detailing inter alia cash and in kind contributions and also describing the valuation method of in kind contributions. Within the framework set forth by Section III of EU Regulation 1290/2013, the candidate member should describe the process and methodology used to determine the value of the in kind contribution. The selected candidate member may be requested at a later stage to present a certificate of methodology in line with Art. 35 of the above Regulation.</p> <p>Answer to 2): It shall be understood that in accordance to Chapter 5 of Annex II-2 of the call documentation, the applicants shall provide the split of their estimated contribution per each entity.</p>
23	SESAR 2020 R&I Programme Very Large Scale Demonstration Contribution	Annex III of the CEI	<p>Should the present call include Very Large Scale Demonstration activities and projects in Wave 2? How?</p> <p>Notice that some projects are expected to support just one of the waves (1st or 2nd) while others address both. In this second case, should we identify clearly where we'd like to participate (i.e. 1st wave, 2nd wave or both)?</p>	<p>The capacity and competence of an entity and/or consortia should also be described in terms of their overall potential contribution to Very Large Scale Demonstration activities as this scope is included despite the specific scope being less clear for wave 2. Additional partners may be secured by the SJU at a later stage through open calls for proposals to ensure the complete range of required stakeholders (e.g. airlines) at the point in time where detailed planning is available.</p> <p>It is not required to identify the detailed contribution at this stage but where it is clear today and closely linked to the entity's/consortia ability to perform such tasks, this information should be included while taking into account the</p>

				level of detail of the description of the Programme 2020.
24	Cash contribution		<p>What is the total cash contribution that the member/consortium is to make to SJU (per year)? I was advised that the contribution is EUR 10 million ad minima but I'm not sure whether it concerns cash or in-kind contribution.</p> <p>How much does the SJU membership cost? Does cash contribution mean a membership fee?</p> <p>Is there any model on how the cash contribution should be further split between consortium members or is this just an internal matter of the applicant members/consortium how to solve the issue?</p> <p>Is the cash contribution subject to negotiations during the application process?</p>	<p>Please refer to Q&A No. 1 and 9 above.</p> <p>In addition, it should be noted that the cash contribution is not subject to negotiations.</p>
25	Estimated contribution	Annex II-2, Template – Operational capacity	<p>What is the valuation method of in-kind contribution? Are there any guidelines on this?</p>	Please, refer to the Q&A No. 22-1) above.
26	Estimated contribution	Annex II-2, Template – Operational capacity	<p>Is there any source of SJU information/ guidelines on how to prepare contribution breakdown between consortium' members (i.e. consortium to be set up for the purposes of the delivery of a joint application to the SJU)?</p>	No specific SJU guidelines are available, the consortium is free to organise and allocate their work and to present it in a breakdown as they think it is most appropriate.
27	Categories of costs	Section 9 of Annex IV	<p>Is there any guidelines on direct and in-direct costs?</p>	For the detailed definition of direct and in-direct costs and eligibility of costs applicants may consult the applicable

				Horizon 2020 rules on the following webpage: http://ec.europa.eu/research/participants/portal/desktop/en/funding/reference_docs.html
28	Co-financing	n/a	Is the co-financing obtained as reimbursement or pre-financing?	<p>The co-financing is based on actual cost incurred by the selected Member and therefore is a reimbursement. Furthermore, Projects can be pre-financed in a percentage of the planned and accepted costs.</p> <p>The detailed payment arrangements will be set forth in the agreements to be signed between the selected Members and the SJU.</p>
29	Eligibility of costs	n/a	Should we have separate accounting/ staff costs/ technical means records (or any other equivalent system) to prove eligibility?	<p>The selected SJU Member's accounting system should allow clear identification of project's direct costs e.g. staff cost, hours and rates, and indirect cost allocation. A separate accounting is not strictly required.</p> <p>In general, it should be noted that for actual direct costs the selected Member will be required to keep adequate records and other supporting documentation in particular to prove the costs declared, such as contracts, subcontracts, invoices and accounting records. In addition, the selected Member's usual cost accounting practices and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documentation.</p>
30	Estimated contribution	n/a	Is there any opportunity that SJU will guide us through the process of application preparation with the special focus on budget assumptions/ valuation of in-kind	No.

			contribution/cash contribution/eligible/non-eligible costs etc. In other words, does SJU plan to arrange a training on finance for applicants?	
31	Exclusion criteria	Section 9.2 and Annex I of the CEI	Are the documents mentioned in declaration on honour supposed to be provided in case of award of membership and not as an attachment to the cover letter (annex II-1 of the call for expression of interest)?	Following provisions of Section 9.2 of the call documentation, the applicant to which the membership will be awarded will be required to provide before the signature of the MFA and MA the relevant documentary evidence. Therefore at this stage of the process, the applicants are required to only submit a duly signed and dated declaration on their honour using the template of Annex I.
32	Involvement of third parties	n/a	Are all members of given consortium supposed to have direct contractual relationships with associated partners and subcontractors connected with given consortium or can it be that only one or only some consortium members sign contract with given associated partner/subcontractor?	<p>In principle, Associate Partner is understood as a partner of the full SJU Member, i.e. of a consortium and not of one of its constituent entities, without prejudice to the capacity of the members of a consortium and the potential Associate Partner to the consortium to formalize their relations through different contractual arrangement.</p> <p>For further information on the principles of the concept of an Associate Partner of the SJU Member and for further details, please, refer to the principles of SJU's Administrative Board decision ADB(D) 02-2010 as set forth in the Q&A No. 4 above.</p> <p>The relationship between a member and a subcontractor is different, and therefore subcontracting at the level of individual consortium participant is possible.</p>
33	Involvement of third parties	n/a	What are the differences between associated partners and subcontractors in terms of financing their	With regard to the financing conditions related to Associate Partners, please, refer to the SJU's Administrative Board

			activities? Who will finance associated partners and subcontractors and to what extent? What will be the level of financing of the costs related to activities of associated partners and subcontractors? Can subcontractors or associated partners profit from their involvement in SJU activities?	decision ADB(D) 02-2010 “Associate Partners of an SJU Member”. Please, also refer to answer to Q&A No. 8, 18, and 35 below.
34	Involvement of third parties	n/a	Is in-house subcontracting possible?	There is no clear understanding of what is meant by “in-house subcontracting”.
35	Involvement of third parties	n/a	What is the scope of work that can be transferred to associated partners and subcontractors?	Subcontracts may relate only to a limited part of the project and, generally, core elements of the project cannot be subcontracted. Any subcontracting shall in any case be subject to the SJU’s prior approval. With regard to the scope of work that could be transferred to Associate Partners, please, refer to the SJU’s Administrative Board decision ADB(D) 02-2010 “Associate Partners of an SJU Member”.
36	Eligibility criteria	Section 9.1 and Annex II-1 of the CEI	Is there any official form of statement of acceptance mentioned in point 9.1 of call of expression of interest?	There is no official form of a statement of acceptance, however, the applicants will find indications of the elements to be included as part of such statement in Annex II-1, Template – Cover letter, of the call documentation.
37	Language of the documents to be submitted	n/a	Is all the application with all its attachments supposed to be translated into English when there are forms (“legal entities’ form”) provided in other languages?	The application shall be submitted in English. Nevertheless, the documentation supporting exclusion and selection criteria can be submitted in any official language of the European Union. Applicants are free to provide courtesy translations to facilitate the evaluations of applications. Certified translations into English shall be provided only of

				the documentation issued in a non-EU language.
38	Language of the documents to be submitted	n/a	Is certified translation obligatory for any of the documents attached to the application?	Please, refer to the Q&A No. 37 above.
39	Operational capacity - IPR	Annex II-2, Template – Operational capacity	The rules concerning intellectual property rights have been described in point 7 of annex IV of the call of expression if interest. What information exactly is supposed to be put in the chapter 7 of annex II-2 ("Template – operation capacity") and what is the purpose of the chapter? Should the chapter contain descriptions of cases in which there are limitations that prevent full application of the rules described in point 7 of annex IV of the call of expression if interest? What will be the consequences of such cases? How will they be handled?	Please, refer to the Q&A No. 19 above.
40	Legal capacity	Section 9.3.1 of the CEI	Currently, there are some members of the SJU that perform their tasks within a consortium. However, we request further clarification of this issue since the "Call for expression of interest..." as of 9 July contains some quotations that are somewhat confusing in this respect, for instance: "The undertakings or bodies applying for membership must have the legal capacity to conclude agreements with the SJU and assure clear accountability for the related obligations..." - see 9.3.1 therein).	Applicants may apply to this call as individual entities or as a grouping/consortium. A grouping/consortium may be either set up specifically for the purpose of the present call, in which case every participant of the consortium (each individual entity) shall submit the required proof of legal capacity, or may be set up as a legal entity under the relevant national laws in which case only one proof of legal capacity shall be submitted for this legal entity.
41	Participation of consortia	Section 5 of the CEI	What documents should be signed by a representative/coordinator of the consortium and	For applicants applying as a consortium, it is important that at this stage of procedure of the overall membership process

			<p>what individually by the consortium members (in particular Membership Agreements)?</p> <p>What sort of entitlement (Power of Attorney) from the consortium members to the consortium representative/ coordinator is sufficient?</p> <p>What other arrangements should members of a consortium conclude in order to satisfy all requirements of the SJU membership procedure?</p>	<p>the consortium organises itself in such a manner as to ensure that the relevant consortium members express their intention to commit the necessary resources and empower the selected consortium coordinator to act on their behalf for the submittance of the consortium application. This shall be an internal matter of the consortium and the responsibility of the coordinator at the first place. The SJU will require proof of the relevant commitments at the later stage of the membership process and in case their application to become a candidate member of the SJU is retained.</p> <p>In particular, further clarifications will be provided at the stage of the launch of the invitation to submit final proposals, following the closure of negotiations. In general, in terms of participation of consortia, the principles of Horizon 2020 will be applicable with additional regard to Q&A No. 10 above.</p>
42	Definition of an “action”	Annex III and Section 9 of Annex IV of the CEI	<p>The question refers to the document “Principles governing the accession and participation of the members of the SESAR Joint Undertaking” named “Annex_IV.pdf” page 13 of section “9. Financial provisions” paragraph Co-financing.</p> <p>1. Our understanding of the H2020 financial rules (ref: European Commission Decision C (2014)4995 of 22 July 2014 – Part 19. General Annexes of the Work Programme) is the following: Research and Innovation Actions</p> <ul style="list-style-type: none"> Activities aiming to establish new knowledge 	<p>SESAR Exploratory Research is not covered within the scope of this call for expressions of interest to become candidate Member of the SESAR Joint Undertaking and is provided for information purposes only. SESAR Exploratory Research will be established by separate open calls for proposals based on specific activities.</p> <p>The industry partnership formed as a result of this call will be undertaking activities in the scope of TRL3-7 under one funding model described in Annex IV page 13 Section 9 and is consequently considered as an Innovation Action.</p>

			<p>or explore the feasibility of a new technology, product, process, service or solution. For this purpose they may include basic and applied research, technology development and integration, testing and validation on a small-scale prototype in a laboratory or simulated environment.</p> <ul style="list-style-type: none"> • EU funding rate – 100% <p>2. Innovation Actions</p> <ul style="list-style-type: none"> • Activities directly aiming at producing plans and arrangements or designs for new, altered or improved products, processes or services. For this purpose they may include prototyping, testing, demonstrating, piloting, large-scale product validation and market replication • EU funding rate – 70% (except non-profit, still funded 100%) <p>In the section 9 of the CFI, it is stated that “Applied research” and VLD are considered as “Innovation Actions” up to 70% of the eligible costs.</p> <p>We consider that some activities of the “Applied research” should be considered as “Research and Innovation Actions” up to 100% of the eligible cost. For example, validation activities like V1/V2 are completely in line with the definition of “Research and Innovation Actions” listed in the Part 19 “General Annexes”.</p> <p>Please could you clarify that some “Applied Research” activities can be considered as up to 100% of the eligible costs and describe the criteria to be applied.</p>	
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43	Duration of the membership	n/a	Is it correct that the present call asks for a membership until 2020?	In accordance to the SJU Regulation, as last amended, the SJU's duration is extended until 2024, which reflects the duration of the EU's 2014-2020 financial framework (Horizon 2020) and allows for additional four years for completion of the SJU's work programme and closing of the projects. The duration of the membership shall therefore be understood as lasting until 2024.
44	Co-financing rate	Section 9 of Annex IV	Indicating a maximum co-financing rate of 70% after all suggests there is no obligation for any rate. With such information it is very difficult for commercial organizations like ours to draft a business case. Could you at least indicate a "corridor" for the funding rate? Will the funding rate a member can claim be part of the MA?	The co-financing rate and the maximum co-financing amount will be indicated in the agreements to be signed between the selected Members and the SJU. This will be also the result of the overall procedure, where it will be determined the amount of work to be performed in detail and the co-financing made available to achieve it.
45	Estimated co-financing amount	Section 5 of the CEI	Why will there be only an estimated budget of EUR 400 million available for co-financing, if the overall costs are estimated at EUR 1.585 million?	This figure is provided for contextual information only taking into consideration the maximum contribution of the European Union (EUR 585 million), supplemented by the in-kind contributions of Industry and EUROCONTROL.
46	General – scope of work	n/a	In case the co-financing budget is not large enough for all projects planned in Annex III, and if members offered in kind contribution by means of work (personnel), will they nevertheless be obliged to complete their tasks?	Should the amount of work needed or offered exceed the available co-funding budget the SJU shall prioritise the scope of work based on the proposals received and consequently engage in a commitment with the Members to complete this agreed scope of work. As a general remark, the SJU and its Members will sign specific agreements that will set forth mutual rights and obligations, terms and conditions with regard to <i>inter alia</i> implementation of the Programme and the maximum co-financing as well as the applicable measures in case one or

				several parties should fail to comply with its/their obligations.
47	Negotiation phase	Section 9 of the CEI	<p>It is not clear to us which is the content of the negotiation phase. Could you please explain?</p> <p>is not clear to us how the negotiation phase will take place. Could you please give some more details?</p> <p>Is it correct to say that during negotiation, candidate members make SESAR2020 aware of the project areas they are interested in?</p> <p>If answer is “yes”, does this mean that at that stage the candidate member indicates the amount of resources it may make available to the Programme, specifically for the identified projects?</p> <p>If answer is “yes”, is negotiation used to estimate the total value of the resources (workforce, materials, etc) put at disposal?</p> <p>If answer is “yes”, is the resulting value used as the amount of “in kind” contribution from the candidate member?</p>	<p>As set forth in section 9 of the call, the negotiations phase shall focus on the definition of the final SESAR 2020 content (Annex III of the call documentation).</p> <p>In principle the organisation of a review task force including representation from all selected candidate members will be established to collaboratively review and propose any amendments to the Programme 2020 document (Annex III to the call documentation) and these will be presented to a steering group chaired by the SJU Executive Director for endorsement and finally to the SJU Administrative Board. The Administrative Board will be organized in a manner to preserve the risk of conflict of interest</p> <p>At the stage of the present call for expressions of interest, the applicants are requested to provide in particular the information required in and presented in the form of a template of Annex II-2. The applicant shall include inter alia the areas and topics in relation to the description of activities included in Annex III and indicate an estimation and description of his proposed financial contribution. The detailed amounts allocated to the specific activities will be indeed the result of the negotiation phase, with the finalisation of the Programme and its commitments from the selected members being captured in bi-lateral agreements with the SJU (MA) and a collective agreement (MFA). This will include the result of the stage of the submission of the final proposals to the SJU – the outcome of which finalises</p>

				the contributions to be made and closes the negotiation phase.
48	Projects in SESAR 2020 R&I Programme	Annex III of the CEI	<p>ANNEX III defines the project areas that will be addressed by SESAR2020, but it does not describe the projects themselves. Will they be defined at a later stage?</p> <p>When will the list of projects in a given area be available for consultation and consequent expression of interest for?</p> <p>If a candidate member shows interest for a given project area, is it entitled to propose projects for such area?</p> <p>If yes, which is the procedure to be followed?</p>	<p>As explained in Q&A No. 47 above, the negotiations shall focus on the definition of the final SESAR 2020 content and thus the specific confirmation and further definition of Projects.</p> <p>Annex III already contains the project level information for each area and there will be no further decomposition of projects necessary unless significant gaps are identified during the negotiation phase. Project tasks are expected to be planned as well as allocation of tasks to contributing members; the proposed Project lead shall be responsible for coordinating this across all project members being proposed. Consequently this step is foreseen to take place towards the conclusion of the negotiation phase and result in the final proposal by each candidate member and for each project, having been coordinated across all candidate members (wherever possible) willing to make a commitment and showing how each partner brings demonstrable value to the success of the project. If the coordination is not possible and competing proposals are received the SJU shall make the selection based on value-add criteria of each proposal.</p>
49	Contribution / Initial contribution	Section 7 of the CEI	<p>With regard to point 7, 5th paragraph, of the Call:</p> <p>a) Please provide general clarification regarding the contribution scheme.</p> <p>b) Please provide clarification regarding the minimum initial contribution.</p> <p>c) Please confirm, that the EUR 10 million can be contributed in kind as well, and not only as cash.</p> <p>d) Please confirm that the minimum contribution is</p>	<p>The questions have already been clarified in Q&As No. 1, 9 and 13 above.</p>

			for the period of SESAR2020, and EUR 10 million is not a year-by-year minimum contribution. e) Please confirm, that potential members answering this call and eventually becoming members of SJU will have to pay the reduced EUR 5 million.	
50	Participation of consortia	Section 5 of the CEI	With regard to point 5, 6 th paragraph, of the Call: 1) Please confirm, that consortia applying for membership may consist of ANSPs and technology suppliers, and airlines and airports, so that there are no restriction regarding the membership of consortia. 2) Please clarify, whether the applicants shall submit their expressions of interest already as established consortia, or individually and create consortia after the initial tendering phase as candidate members. 3) Please confirm, that applicants shall present in their expressions of interest their associate members and affiliates as well. Please confirm, that no separate call for associate members is intended in the near future.	Answer to 1): We confirm. Applicants from non-EU member countries, shall also consider Section 4 of Annex IV of the call documentation. Answer to 2): If applicant's intention is to become a member of the SJU in the form of a consortium, he shall present his application as a consortium already at this stage of the call for expressions of interest and not per individual entity that might potentially become part of a future consortium. For further information, please, refer to Q&A No. 41 above. Answer to 3): We confirm. In addition, please, refer to Q&A No. 18 above.
51	Co-financing rate	Section 9 of Annex IV of the CEI	Regarding the <u>maximum co financing rate</u> for beneficiaries and/or linked third parties, the answer provided to the 8 th question of the Q&A dated 28 th July seems to not consider what is stated in the REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013, in its article 28 point 5, last paragraph: <i>"By way of derogation from paragraph 3, the Horizon 2020 grant may, for innovation actions, reach a maximum</i>	We confirm that the SJU expects to apply one single reimbursement rate of eligible costs per action/SESAR 2020 R&I Programme as set forth in Art. 28.3 of Regulation (EU) No 1290/2013.

			<p><i>of 100 % of the total eligible costs for non-profit legal entities, without prejudice to the co-financing principle.”</i></p> <p>Would you be so kind to clarify if:</p> <ol style="list-style-type: none"> 1. it depends only on the kind of action considered (research or innovation), regardless the kind of entity executing the action (non-profit legal entities or other entities). <p>In other words, this would mean a maximum co financing rate of 70% for innovation actions (i.e core programme and VLDs) and 100% for research actions (i.e exploratory research).</p> <p>or,</p> <ol style="list-style-type: none"> 2. it depends on the kind of entity executing the action (non-profit legal entities or other entities), regardless the kind of action considered (research or innovation). <p>In other words, this would mean a maximum co financing rate of 100% for non-profit legal entities, and 70% for other entities.</p> <ol style="list-style-type: none"> 3. else? 	
52	Participation of consortia	Section 5 of the CEI	<ol style="list-style-type: none"> 1) What are the conditions to apply for membership in SESAR 2020 for an existing consortium founded for a specific reason? We refer to the Consortium as an Associated Partner to the SJU in SESAR 1. Are there specific requirements regarding the update of an existent Consortium Agreement according to the SESAR 2020 regulations? 2) What are the members of a consortium being considered in relation to the membership of the consortium? Linked third parties to the 	<p>Answer to 1): No specific conditions apply – the consortium may apply in the same composition as in some previous/other calls. It is an internal matter of the consortium to verify whether and in how far the pre-existing consortium agreement might need to be amended.</p> <p>Answer to 2): Member/s of the SJU will be considered the actual entities forming the consortium, i.e. consortium participants. Status of the linked third parties is different in this respect and has been clarified in previous Q&As.</p>

			<p>consortium or partners within the consortium?</p> <p>3) If they have to be considered as linked third parties, is it possible that all work will be performed by the linked third parties?</p>	<p>Answer to 3): As stated in Q&A No. 14, the selected members must have the appropriate resources to implement the Programme. Nevertheless, where it is necessary for the implementation of the Programme, they may call upon third parties (subcontractors or linked third parties) to carry out part of the work. In case the full work performed is by affiliates of the member, the SJU might consider this acceptable, after having assessed the specific situation of the candidate member.</p>
53	Administrative requirements for current Members	Chapter 5 of Annex II-2 of the CEI	<p>Regarding the Call for Interest for SESAR2020 programme, we kindly request clarifications with respect to Chapter 5 of Annex II-2 where a description of the valuation method of in kind contributions is required.</p> <p>As member of the SJU, we were requested to certify the methodology used to calculate Eligible Costs and to identify Direct Cost and Indirect Costs. This certificate was delivered to the SJU on 2009.</p> <p>We would like to know how to proceed regarding the requested information in Chapter 5. Do we include the complete description of the methodology already described in the certificate delivered to SJU in 2009? Or, could we include in the chapter a reference to the delivered certificate? In this case, should it be necessary to attach a copy of the Certificate of Methodology as part of the additional documentation of the Call?</p>	<p>Provided that the Member confirms that the methodology remains unchanged, it would be sufficient to attach a copy of the certificate of methodology already produced under the current membership.</p>
54	Administrative	Chapters 2 & 3 of	Chapter 2 of Annex II-2 where a description of the	Where it is specifically indicated that the current SJU

	requirements for current Members	Annex II-2 of the CEI	<p>entity and its organizational structure is requested. This is requested to current SJU members <i>“only if changes to their situation compared with the initial call for membership are applicable.”</i></p> <p>The organizational structure of [the current Member] within SJU is currently different from the initial call for membership. All the changes in the organizational structure of [the current Member] were already formally notified to the SJU following the established procedures.</p> <p>We would like to know what situation should be taken into account for the current Call for Interest: the situation declared in the initial call or the current situation.</p> <p>Chapter 3 of Annex II-2 where detailed description of the experience in ATM is requested. This is requested to current SJU members <i>“only if changes to their situation compared with the initial call for membership are applicable.”</i> Should we consider the initial call or the current situation to fill up this section?</p>	Members shall provide information in Annex II-2 “only if changes <...> are applicable”, it shall provide such information only if it has not been formally notified to the SJU following the established procedures at the date of the launch of the present call. Please, refer to the Q&A No. 5 above.
55	Administrative requirements for current Members	Chapters 2 & 3 of Annex II-2 of the CEI	<p>Having regard to the requirements expressed in the Call SJU/LC/0110-CEI, and in particular to Annex II Chapter 2 and 3, where it is stated <i>“The current SJU members shall fill-in this chapter only if changes to their situation compared with the initial call for membership are applicable.”</i> Provided that our Company, currently SJU member, intends to include a</p>	<p>If the proposed change is introduced before the issue of the application, it is considered as a change compared to the initial situation of the Member that should be reported to the SJU. Please note that this does not imply fulfilling Annex II Chapter 2 and 3 with all information already reported to the SJU. Please, also refer to answer to Q&A No. 54.</p>

			set of proposed linked third parties to complement and enrich our “Operational capacity” which might differ from those currently concurring with [the current Member] in conducting the on-going R&D work, can you clarify if this has to be considered as “changes to their situation compared with the initial call for membership are applicable” ?	
56	SMEs involvement	Section 5 of Annex IV of the CEI	I was wondering whether there is a channel that exists to support SMEs (small medium sized enterprises) to get involved in the SESAR JU.	<p>SMEs may apply to become candidate members of the SJU and/or participate in a different capacity, such as third party to a member (subcontractor or a linked third party).</p> <p>In the case of membership the reduced initial contribution rate applies for the SMEs (in accordance to Art. 12 of the SJU Statutes annexed to the SJU Regulation No 219/2007).</p>
57	Co-financing rate	Section 9 of Annex VI of the CEI	We kindly ask you to clarify the SJU co-financing concerning use of sub-contractors, ref. Chapter 9 in Annex IV of the SESAR202 CFI. It says: «The SJU co-financing shall correspond to: [...] For all other activities, which are considered “innovation actions” up to 70% of the eligible cost in accordance with Regulation (EU) 1290/2013 and in particular Article 28.5”. The consequences to our own effective co-financing rate is clear, but we are unsure how this will affect the co-financing rate of a sub-contractor. Will the SJU co-finance 70% of the bill as received from a sub-contractor?	As a third party, the subcontractor will not be reimbursed by the SJU directly but by the selected Member on the basis of his agreement concluded with the subcontractor. Once the subcontractor is paid by the selected Member, this member will be able to claim the reimbursement of that subcontracting expense to the SJU as a form of direct eligible cost. The co-financing rate applicable to all the selected SJU Members throughout the SJU Programme will not be affected (for more information on the co-financing rate you may refer to Q&A No. 51 above).
58	VAT	n/a	VAT-Exemption: Is it possible to receive a VAT Exemption Certificate (Directive 2006/112/EC – Article 151 and Directive 2008/118/ED – Article 13) by the	The activities under SESAR 2020 R&I Programme will be co-financed by the SJU in form of grants, which by nature are donations and therefore not subject to VAT. And although

			SJU for activities under SESAR2020? If so, will such VAT Exemption Certificate be issued to the Member being the consortium AB (consisting of legal entity A and legal entity B) or will it be issued to the respective legal entity?	the implementation of the provisions of the Directive referred to into national tax on VAT legislation may vary in the member states, an Exemption Certificate (which would be issued per legal entity unless the consortium as a whole is subject to VAT) should not be needed.
59	Associate Partner of a SJU Member	n/a	Are there specific requirements (e.g. competency, legal form) for an Associate Partner being a consortium to a Member which is a consortium?	No specific requirements such as set forth in the SJU's Administrative Board decision ADB(D) 02-2010 "Associate Partners of an SJU Member" and as detailed in the Q&As above apply.
60	State aid	n/a	Does Art. 107 I of the Treaty on the Functioning of the European Union apply to our contribution if it contains (in whole or in part) State resources?	Horizon 2020 was designed in accordance with EU state aid rules and therefore is assumed not to constitute state aid. Where such EU funding is, however, combined with other public funding, only the latter shall be considered for determining whether notification thresholds and maximum aid intensities are respected or subject to a compatibility assessment. For more information, please, refer to "Communication from the Commission — Framework for State aid for research and development and innovation" 2014/C 198/01.
61	Consortium composition; Payment arrangements	n/a	Schedule 11 of MFA (SESAR 1): 1) Could you please clarify what shall be encompassed by the wording „The composition and organization of a Consortium Member shall be entirely transparent to the SJU and other Members“? 2) Co-Financing: Shall the Co-Financing under SESAR 2020 be invoiced by each Consortium Participant and paid directly to it by the SJU (as under SESAR 1)?	Answer to 1): The selected Member's/consortium's composition shall be transparent and as such the exact identification of all the consortium members will be detailed in the future MFA, to be signed between all the SJU Members and the SJU. Answer to 2): Please, refer to Q&A No. 12 above.

62	Programme Management Plan	Annex III of the CEI	<p>In the SESAR2020 Draft Programme Definition Document (Version 0.21) on page 11 at the bottom a reference to the current “Programme Management Plan” (PMP) is made. As the applicants’ management method has to be compliant with those laid down there (and in the E-OCVM) it is essential that this document is available. Can we find the PMP on the public part of the SJU internet?</p>	<p>The Programme Management Plan is an internal SJU document setting forth various Programme processes which is derived from the E-OCVM methodology. The SJU considers that while this document is not needed at this stage of the call in order for applicants to be able to prepare their applications, the applicants can base their application on the E-OCVM methodology</p> <p>A draft of an updated document will be made available for those pre-selected for the negotiation phase and shall be concluded alongside the Programme updates. This will ensure that all Members for SESAR 2020 shall have an input both into content and overall management processes.</p>
63	Contribution to Very Large Scale Demonstration activities	Annex III of the CEI	<p>In the SESAR2020 Draft Programme Definition Document (Version 0.21) the responsibility of the Industrial Partnership is defined as for Industrial Research & Validation AND for a small part of the Very Large-scale Demonstration. The amount of contribution of each applicant for membership for the VLDs PJ23 – PJ32 is not laid down in the document. Are applicants free to offer parts for PJ23 – PJ32 based on its’ capabilities and resources in the Expression of Interest?</p>	<p>Yes, the basis for the selected member’s contribution to VLD activities is based on the involvement in developing the procedures and technologies in the Industrial Research and Validation phase. This will largely determine the applicants’ contribution to the VLD projects.</p>
64	Estimated costs of Associate Partners	n/a	<p>According to the SJU Administrative Board Decision ADB(D)02-2010, “The cumulative amount of subcontracts with Associate Partners for each Member cannot exceed 20% of its total estimated costs.”</p> <p>Are the 20% considered as per all the consortium or just per one member of consortium?</p>	<p>The capping is considered “per Member”, that is per consortium if a member is constituted as a grouping.</p>

65	Presentation of applications	Annex II-2 of the CEI (Template - Operational capacity)	<p>In the Call for expressions of interest to become candidate member of the SJU, it is mentioned (Section “9.3.3. Operational capacity”) that: “The evidence concerning operational capacity, provided by each member of consortium will be verified to ensure that the consortium as a whole fulfils the criteria.”</p> <p>Please clarify whether one single “Annex II -2 Template – Operational capacity)” should be elaborated (per consortium and including all members of the consortium) or several templates filled out by each consortium member (meaning one template per each member being done separately)?</p>	<p>One template shall be filled-in per applicant. In case of a grouping/consortium applying, the relevant information that concerns individual consortium participants shall be identified per participant, where relevant, for example in separate paragraphs under the chapters or similar.</p>
66	Participation in SESAR 2020 NEW	n/a	<p>There are a lot of types of members mentioned, such as a Founding Member, a Member, an Affiliate, a linked Third Party, a party to or an owner of a Consortium Member, a third party. But still we cannot understand what is the difference between these types and how can it be applied to <i>[non-EU country]</i> organizations (it is not clear from definitions).</p>	<p>Definitions are both described in the call material and further explained in Q&A No 69 and others. The SJU cannot answer to your specific question as every entity shall assess its individual situation in deciding in which capacity to apply to the present call.</p> <p>In addition, it should be noted that the entities established in non-EU member countries shall comply with the provisions of Section 4 of Annex IV of the call documentation.</p>
67	Initial contribution NEW	Section 5 of the CEI	<p>Regarding financial contribution in order to join SJU: does it mean that if the organization becomes a candidate, it must contribute 10 million? But if the organization says that it will do it, then the contribution is 5 million? And out from these 5 million 250 000 must be cash assets, and the others can be in-kind? So if in-kind contribution includes human resources, then it will be the salary of all workers of the organization for 2 years until 30 September 2016?</p>	<p>Please refer to Q&A No 1.</p>

			Is it so?	
68	Initial contribution NEW	Section 5 of the CEI	Shall all candidate countries pay initial contribution? Or only those which will be members of the SJU? (for example, shall <i>[a non-EU country]</i> organization which will be third parties linked third parties pay such contribution? Or can they participate for free?)	The requirement to pay initial contribution applies only to the selected Members of the SJU.
69	Participation of linked third parties NEW	Definitions - Annex IV of the CEI	<p>Compared to the current SESAR programme, Annex IV introduces a new concept, “linked Third Party”, on which we kindly request clarifications:</p> <ul style="list-style-type: none"> • What is the objective of this addition compared to Affiliate, Associate, Subcontractor and Third Party? • In the definition of “linked Third Party” it is specified “...has a legal link...” and “...collaboration...”. In this context, what are the meanings of “legal” and “collaboration”? Could you provide examples? • In the definition of “Affiliate” it is written that “Affiliate is a linked Third Party” and Annex II – Chapter 2 guidelines mention “... with linked third party, such as associate partners...”. Does it mean that an Affiliate and an Associate are both linked Third Party? Does it mean that a linked Third Party is necessary an Affiliate or an Associate? If not, what are the other cases? This is a major question due to the IP rights granted to a linked Third Party. 	<p>The concept of a linked third party is introduced based on Horizon 2020 provisions in order to allow the SJU members and the SJU to ensure the widest possible participation of various stakeholders in the implementation of the next SESAR Programme.</p> <p>The definition of a linked third party and examples are provided in Q&A No 3 above. In order to re-enforce and clarify the definition of a linked third party the SJU will also issue a corrigendum to Annex IV of the call documentation that will be published at the same time as the new edition of the Q&A.</p>
70a	Definition of direct costs NEW	Section 9 of Annex IV of the CEI	<p>Could-you confirm that the scope of the “direct costs” is identical to that of the current SESAR programme and is composed of:</p> <p>A-Direct Labour costs</p>	The definition of the direct costs will follow the one of Horizon 2020, i.e. in particular as set forth in Regulation No 1290/2013. and further detailed in the model grant agreement of the European Commission (publicly available).

			<p>B-Special use of facilities/services and/or equipment costs</p> <p>C-Subcontracts</p> <p>D-Other directs (tooling/travels/others services/transport/insurance...)</p>	
70b	<p>Definition of indirect costs</p> <p>NEW</p>	<p>Section 9 of Annex IV of the CEI</p>	<p>We understand that the “Indirect costs” definition described in Annex IV-§9 is different from the definition given in Regulation (EU) 1290/2013 (flat rate 25%).</p> <p>Could you confirm that the method of calculation for the “Indirect costs” to be provided is identical to the one used for the current SESAR programme?</p>	<p>The definition in Section 9 differs from the one in the Regulation 1290/2013 to the extent that, for the purpose of estimating the Gross in-kind contribution, the members should estimate indirect cost and overhead related to the direct cost and activities to be performed in SESAR2020 in accordance with its accounting principles as certified by their statutory auditors in their annual accounts. To that end, a member could apply the same calculation method as used under the current SESAR programme for calculating the indirect cost (excluding the option of the former 7% flat rate naturally).</p> <p>However, for the purpose of estimating the Co-Financing, the indirect cost will be capped at 25% on the eligible direct cost excluding subcontracting as defined in article 29 of Regulation No 1290/2013.</p>
71	<p>Duration of SESAR 2020 Programme</p> <p>NEW</p>	n/a	<p>Please clarify the duration to be considered for the SESAR 2020 Programme, for the purpose of evaluating the contribution. While we understand that the Programme should start by mid-2015, what is the date we should consider for the Programme end?</p>	<p>Please refer to Q&A No 43.</p>
72	<p>Valuation method of in-kind</p>	<p>Chapter 5 of Annex II-2, Template –</p>	<p>Please clarify what is meant by “Valuation method of in-kind contribution” as required in Annex 2 – Chapter 5. What is the associated information that is</p>	<p>Please refer to Q&A No 22-1).</p>

	contribution NEW	Operational capacity	expected? Could you provide examples?	
73	Associate Partner of the SJU NEW	n/a	<p>According to your web site and the current tender, there are three different status for companies or consortium working for SESAR:</p> <ol style="list-style-type: none"> 1. Full member of SJU 2. Associate partner of an SJU member 3. Associate partner of the SJU <p>The current call of tender is clearly to select full members for the next SESAR phase.</p> <p>Also, according to published Q&A 11, a candidate member can already submit a third company as a potential “Associate partner of an SJU member”.</p> <p>But, does this call of tender allows a company to submit as an “Associate partner of the SJU”? If so, can you clarify if there are specific templates/documentation to fill for such application? If not, can you clarify the process to become such “Associate partner of the SJU”?</p>	<p>“Associate Partners of the SJU” is out of scope of the present call for expressions of interest as is from the present overall membership process.</p>
74	Participation of a consortium NEW	n/a	<p>[...] being a technology provider, is it allowed to be member of multiple Consortia bidding on the above call?</p> <p>[...] being a technology provider, is it allowed to be member of one or multiple Consortia as well as bidding directly/alone as a SME on this call?</p>	<p>An entity might be a consortium participant of only one consortium, selected as SJU Member, as SJU membership is individual (considering also, for example, the obligation to pay an initial contribution to the SJU that is set per Member). However, the entities have a possibility to apply as a linked third party (affiliate, third party with a legal link, under specific category of an Associate Partner of a Member) of more than one selected member, provided they comply with the relevant specific definition or/and requirements applicable for such a category. SME are also eligible to participate in their own right, provided that they</p>

				comply with the requirements set forth in the call (please, note that a reduced initial contribution of 250.000 apply to SME selected as a member of the SJU).
75	Deadline for Q&As NEW	Section 10.2 of the CEI	What is the limit date / hour to send an email and receive an answer before 6 calendar days of the final date?	The deadline for sending questions expires on 16.9.2014 COB (15 calendar days before the deadline to submit applications). The latest deadline for the SJU to issue the answers is 24.9.2014 (6 calendar days before the deadline to submit applications).
76	Selection criteria & obligation of the applicants to submit documentary proof NEW	Section 9.3.1, in particular, and Section 9, in general, of the CEI	In SJU/LC/0110-CEI Call for interest for SESAR 2020 membership document, Annexe II.1 Cover Letter is referring to Appendix II and 9.3.1: legal capacity: provide “signed legal entities’ forms”: Can you confirm that the coordinator of the answer is the only entity having to provide the “legal entities’ form” signed documents, not its affiliates and associate partners already participating at SESAR? For its affiliates and associate partners not already participating at SESAR, do we also need to provide their “legal entities’ form” signed documents?	<p>We confirm that those entities, already participating in SESAR, the SJU Members and their declared affiliates, or/and having submitted the documentation in the framework of another call for tender or call for proposals, proving their legal capacity and considering that the documentation is still valid, do not need to re-submit it. In such cases the applicant is required to indicate clearly in its application that such documentation has been already provided and accepted by the SJU (please refer to the last paragraph of Section 9 of the call documentation).</p> <p>As a clarification it should be noted that the requirement to provide documentation detailed in Sections 9.2, 9.3.1 and 9.3.2 of the call, apply to the candidate members (coordinator and each consortium member, in case of a consortium) and their affiliates at the first place. Selected candidate members as a result of this call for expressions of interest may be required to provide further documentary proof for other parties, participating through the candidate member, at the stage of the submission of the final binding proposals, which will follow after the negotiation stage.</p> <p>It should be noted, however, that with regard to the</p>

				information to be provided to prove their operational capacity (Section 9.3.3 of the call documentation), applicants shall use the template and the instructions of Annex II-2. It is of the utmost importance that the applicants provide complete, easy readable and concise information there, in order to allow the SJU to perform the evaluation of applications in the most efficient manner.
77	Selection criteria – Financial and economic capacity NEW	Section 9.3.2 of the CEI	Annexe II.1 Cover Letter is referring to Appendix III and 9.3.2: Financial: provide “extract of balance sheet and turnover of the last three years”: Can you confirm that the coordinator of the answer is the only entity having to provide the “extract of balance sheet and turnover of the last three years” documents, not its affiliates and associate partners already participating at SESAR?	Proof for financial and economic capacity shall be submitted in respect to each consortium member, including the coordinator, without prejudice to the last paragraph of Section 9 of the CEI.
78	Contributions to SESAR 2020 Co-financing NEW	Section 7 of the CEI	There are several inconsistencies in the financing matters in the SESAR JU Cfl documentation that needs to be clarified: 1) In the “SJU/LC/0110-CEI”, it is mentioned that The Union contribution from the Horizon 2020 resources will be EUR 585 million. From this amount, EUR 85 million will be used for financing exploratory research that is supposed to be covered entirely from public resources (i.e. from The Union contribution). It means that EUR 500 million should be used for co-financing of other research activities (i.e. for applied research and industrial development, and for very large scale demonstrations). However, last sentence of Article 5 in “SJU/LC/0110-CEI” says that the estimated maximum amount of co-financing	Answer to 1): Please refer to Q&A No 45 above and No 96 below.

			<p>made available by the SJU for the selected members is of EUR 400 million. What will be remaining EUR 100 million from public resources used for?</p> <p>2) Up to 70 % of eligible costs of innovation actions (i.e. applied research, pre-industrial development, and very large scale demonstrations) are declared to be co-financed from the public resources. What will be the key for allocating public resources for co-financing of particular projects as it is obvious that allocated public resources are not sufficient to cover 70 % of eligible costs within the SESAR 2020 activities?</p> <p>3) What is the estimated contribution of EUROCONTROL (both cash and in-kind) to the SESAR 2020 activities (in the first phase of SESAR, the ECTL's contribution was EUR 165 million cash and EUR 535 million in-kind)? In case ECTL will pay a part of its contribution to SESAR 2020 in cash, what will be these financial resources used for?</p>	<p>Answer to 2): The exact co-financing rate will be the result of the overall membership process. The percentage of co-financing will be the same for all projects falling in the category of "innovation actions".</p> <p>Answer to 3): As set forth in the Regulation No 721/2014, amending the SJU Regulation No 219/2007 (see recital (5) thereof), "the Union budget <...> should be supplemented by contributions of industry and EUROCONTROL, following the same approach taken during the Union's 2007-2013 financial framework". The amount and composition of EUROCONTROL contribution will be the result of the negotiations and final proposal submission stages.</p>
79	Co-financing / initial contribution NEW	n/a	<p>When is a new SJU member eligible for funding from public resources? Is it after the initial contribution is paid? Is the initial contribution eligible for co-financing from Horizon 2020 resources? Or it is only contribution on top of the initial contribution that is eligible for co-financing from Horizon 2020 resources?</p>	<p>The initial contribution is not on the top, but rather part of the overall contribution of the selected member as explained in Q&A No. 1. The use and the timing of public resources will be subject to the Horizon 2020 financial provisions as set out in Annex IV of the CEI.</p>
80	Participation of other third parties NEW	n/a	<p>Is there any SJU rule or legal requirement applicable to a SJU member as regards the modalities of how to engage a third party other than "Associate Partners of an SJU Member" or "third party providing in-kind contribution free of charge"? What are the eligibility</p>	<p>The question is not specific enough to be answered by the SJU.</p>

			criteria for the financing of activities performed by third parties?	
81	Associate Partners of a Member and of the SJU NEW	n/a	Decision ADB(D) 02-2010 contains concrete information regarding Associate Partnership within SJU. This document mentions that the number of “Associate Partners of an SJU Member” is limited to 15 legal entities and that number of “Associate Partners of the SJU” is limited to 10 legal entities. Currently, there are 13 “Associate Partners of an SJU Member” and 8 “Associate Partners of the SJU”. How will this situation be handled in case of group membership when each member of the potential consortium applying for the SJU membership wants to be supported by a certain number of associates?	Please refer to Q&A No 32 and 73.
82	Sub-contracting NEW	n/a	<p>According to the SJU Administrative Board Decision ADB(D)02-2010, “The cumulative amount of subcontracts with Associate Partners for each Member cannot exceed 20% of its total estimated costs.” . In responses already published by the SJU, the message is: “subcontracts may relate only to a limited part of the project and, generally, core elements of the projects cannot be subcontracted. Any subcontracting shall in any case be subject to the SJU’s prior approval” and that “the capping of 20% is considered “pre Member”, that is per consortium if a member is constituted as a grouping”.</p> <p>Question: Is there any capping in % in case of subcontractors? How is this issue governed? The Decision ADB(D) 02-2010 deals only with associate partners.</p>	Capping is intended to prevent candidate Members from out-sourcing work across a wide range of subcontracted organisations – thus retaining a core capability in the Members. The detailed requirements (and capping, if considered necessary by the SJU) in terms of subcontracting per Member will be detailed in the draft MFA and, as far as necessary, in the SJU’s call for final proposals of the selected candidate members, the launch of which will follow after the negotiation stage.

83	Contribution of a Member NEW	Section 7 of the CEI	Can you please confirm our following understanding related to the co-financing of the projects under the SESAR 2020 Programme. We assume that there is no direct alignment between the total amount of contribution (cash and in-kind) paid to SJU by SJU Member including its third parties and the total amount of co-financing provided by SJU to the Member. In other words: Member's costs on SESAR projects intended for co-financing by SJU can be higher than total contribution (cash and in-kind) paid by Member to the SJU? Please confirm this assumption.	The assumption is correct in so far that the Gross in-kind contribution of a member includes actual direct and actual indirect cost incurred, whereas the Co-Financing of the indirect cost will be capped at 25% of the direct costs (excluding subcontracting).
84	Conflict of interest NEW	Chapter 6 of Annex II-2 of the CEI	In order to fill in an adequate way the document for the tender Ref. SJU/LC/0110-CEI, in particular Annex II-2 Template – Operational capacity chapter 6, we would like to have the following document we can not find in extranet: "Administrative Board decisions ADB(D) 10-2008"	The document is available on the SJU's website, dedicated to the Administrative Board decisions: http://www.sesarju.eu/discover-sesar/governance/adbmeetings
85	General NEW	Annex IV of the CEI	In several places in these rules you write that these rules shall be further completed and in particular by the new MFA, where you define a list of provisions to be negotiated there. However some of the provisions included in this text, such as but not limited to IP are very detailed and doesn't seem to leave any allowance to be negotiated within the MFA, which we think that it contradicts the spirit of your article 6 of these rules. The question is to know how far the MFA can go and if some derogations from the stated rules would be possible.	"Principles governing the accession and participation of the members of the SESAR Joint Undertaking" (SESAR R&I 2020) are largely based on those already approved by the SJU Administrative Board and the current Members of the SJU on 1 December 2008 and adapted where considered necessary based on the Horizon 2020 rules. It should be noted that indeed the document defines only the principles, governing accession and participation of the SJU members, whereas the detailed rules conditions establishing the partnership will be defined in the specific agreements. As set forth in Section 9 of the call documentation, considering that the current operational framework of the SJU is sufficiently flexible and adapted to the needs of the SJU, the draft MFA

				<p>and the draft MA will be largely based on the existing agreements, and adapted to Horizon 2020 rules allowing the SJU to comply with its obligations set forth in the SJU Regulation as amended and the applicable Horizon 2020 rules.</p> <p>The negotiations will therefore focus on the definition of the final SESAR 2020 Programme content. The SJU does not intend to open for negotiations all the provisions of the draft MFA and the draft MA, except for the parts that will need necessary adaptations due to the final results from the refinement of the content of SESAR 2020 Programme.</p>
86	Participation of linked third parties NEW	Annex IV of the CEI	<p>You utilise the new notion of the linked third party, which we would like to obtain more explanations about in particular how SESAR sees this new construction. The rules foresee the possibility of an affiliate to be a subcontractor, but at the same time they declare it as linked third party. Could you please clarify this confusion? In addition we would like to know all the difference aspects of linked third parties and subcontractors under SESAR.</p>	<p>Please, refer to Q&A No. 69 and other Q&As above regarding the notion of a linked third party.</p>
87	IPR NEW	Section 7 of Annex IV of the CEI	<p>In relation to your definition of Foreground we would like to ask your confirmation that if foreground is not financed 100% by the SJU resources, the members can but have no obligation to transfer it to the SJU.</p>	<p>In accordance to Section 7 of Annex IV, IPRs related to results (Foreground) of the SESAR Development phase fully funded by <i>or</i> transferred to the SJU and those related to common specifications, validation reports and, in view of future standardization, to proposals for standards and norms, including the related preparatory documents, shall be owned by the SJU. There is no general obligation to transfer of foreground to the SJU.</p>
88	Participation of entities from	Section 4 of Annex IV of the	In the article 4 of your rules, you discuss a participation of entities from non-EU countries on a	<p>“Subsidiary basis” refers to the applicable rules and not to the participation of entities.</p>

	non-EU countries NEW	CEI	“subsidiary basis”. Could you please clarify what does it mean for you?	
89	IPR NEW	Section 7 of Annex IV of the CEI	In the IP article does the “own use outside of the programme” comprise commercial purposes?	In accordance to Section 7 of Annex IV, the SJU may also grant access rights to SJU Foreground to its Members for their own use, including commercial use, outside the scope of the Programme. In principle, the SJU Administrative Board shall decide on any specific condition for granting such access rights.
90	IPR NEW	Section 7 of Annex IV of the CEI	On the page 11, you speak about an obligation to use. This is usually difficult to prove, in comprises timely components, the modalities to use and different entities that will use it - in or outside the EU. How are you going to organise these aspects in order to be enforceable? Wouldn't it be better to remove such obligation or at least to add elements which could broaden the obligation to use?	The principle to use the results generated under the Programme is a general obligation set forth in Section 7 of Annex IV. The use of the results of the SESAR Programme is indeed instrumental in order to generate innovation and fulfil Horizon 2020 objectives. The more detailed obligations of use might be included in the MFA or/and developed by the governing bodies of the SJU.
91	Consortium composition NEW	n/a	Please clarify, what rules apply if one or more consortium members quit the consortium after the submission of the application? May the consortium participate in the tender with the remaining member(s)?	Yes, in such a case the consortium will have to demonstrate in its proposal that his capacity of a candidate member as accepted as a result of the call for expressions of interest is not materially affected by such a change or/and is even of benefit in the light of its possible future membership.
92	Description of contributions NEW	Chapter 5 of Annex II-2 of the CEI	Annex II.2 Chapter 5 Quote:” The applicants should clearly indicate cash contributions and in kind contributions and also describe the valuation method of in kind contributions. The applicant members shall also indicate the split between direct and in-direct costs and the resources to be split between and dedicated applied research and pre-industrial development and very large scale demonstrations. In addition the applicant may indicate exploratory	Your understanding is correct and the way you will present this chapter is in line with the SJU's requirement. Please note that Exploratory Research will be subject to open calls and information provided in response to this call does not establish any obligation on either party, the information will be used to show how candidate members may help facilitate transition of research results between Exploratory Research and Industrial Research.

			research activities that they intend to perform within the context of the SESAR 2020 if relevant” Unquote. Since we didn’t find in any other document of this CFI the request to split between “dedicated applied research” and “pre-industrial development”, we will split the answer to CFI with the 3 following research phases of SESAR 2020 Draft Programme Definition Document 1.2.1 page 11: Phase 1 Exploratory Research, Phase 2 Industrial Research and Validation grouping dedicated applied research and pre-industrial development, and Phase 3 Very Large Scale Demonstrations (VLD).	
93	Financial provisions NEW	Sections 8 & 9 of Annex IV and Section 7 of the CEI	<p>1) What is exactly meant by “co-financing”? As of our understanding, our company (being a SME) will be asked to contribute by an amount of 250 kEUR, up to 70% of which may be eligible for co-financing.</p> <ul style="list-style-type: none"> • Which is the procedure to get access to such co-financing? Shall we ask for it or will SESAR ask for it on our behalf? • Should we do it ourselves, will SESAR issue a sort of “confirmation document” stating our company has spent a given amount of money/resources, so as we can use it to claim our co-financing? • Should we do it ourselves, whom shall the request be issued to? How? In which time frame? • Shall co-financing be requested as a whole at the end of the projects or can it be asked for on a different basis (e.g. every year quarter)? 	<p>Answer to 1): Please refer to Q&A No 2 above which gives a hypothetical example of how a selected member would be co-financed.</p> <p>With regard to the procedure and details of claiming and receiving co-financing, these will be detailed in the draft Agreements to be presented to the selected candidate members at the launch of negotiation phase.</p> <p>Answer to 2): No, Co-Financing will only be granted on eligible costs incurred in relation to the Programme. The difference between Eligible Cost and Co-Financing (i.e. net in-kind contribution) can be added to the cash contribution by a member and form part of the total contribution to the SJU.</p> <p>Answer to 3): As mentioned above, details of claiming and receiving co-financing will be set forth in the draft Agreements to be presented to the selected candidate</p>

			<p>2) Suppose we only contribute with cash (i.e. 250 kEUR cash, no workforce). Does this mean that we will be co-financed by the SJU by 70% (please also refer to Q&A 28)?</p> <p>3) Which is the expected elapse time between co-financing request submission and reception of the relevant money?</p>	members at the launch of the negotiation phase.
94	Negotiation phase NEW	n/a	<p>Suppose our company expresses interest for projects X,Y,Z. In such a case, ANNEX II will describe the contribution proposal for a total of 250 kEUR, also including a valuation method for in-kind contribution. The submitted proposal will then be discussed during the negotiation phase.</p> <p>1) What if the in-kind contribution valuation method is NOT deemed to be adequate, so as the total proposed contribution becomes less than 250 kEUR? This may for instance happen if the company overestimates the hourly cost of the workforce, e.g. because it also includes a wage element that is later not considered as applicable by SESAR negotiators. Is the company automatically excluded from SESAR or is it possible to integrate somehow?</p> <p>2) What if the in-kind contribution valuation method is GOOD (no remarks), but during negotiation phase it becomes clear that the proposed contribution in terms of workforce is too high? This may happen if the company e.g. foresees 1000 man-hour for each of the 3 projects, but the negotiation phase outcome is that 2500 man-hours in total are enough. Is the company</p>	<p>Answer to 1): The initial contribution of a selected member is an obligation by law set forth in the SJU's Regulation No 219/2007 as further amended. As explained in Q&A No 1 the member should have the capacity and should commit to pay the initial contribution through the signature of the binding Agreements.</p> <p>Answer to 2): The negotiation phase is an opportunity for the candidate members and the SJU to fine-tune the final definition and the needs of the SESAR 2020 Programme also in terms of available contributions from the candidate members. The candidate members will have a further opportunity to adjust their proposals at the binding proposal submission stage of the membership process that will follow after the negotiations.</p>

			<p>automatically excluded from SESAR or is it possible to integrate in some other ways (like participation in further projects)?</p> <p>3) Chapter 2 of ANNEX II is to be used to list the projects our company is interested in. Which is the criteria for being accepted to work on a specific project?</p> <p>4) What if a company is highly interested in a specific project although it has little or no expertise in that field? This might really be a research and improvement field for that company.</p>	<p>Answer to 3): The same criteria set forth in the call documentation apply to each project.</p> <p>Answer to 4): Entities applying to this call shall demonstrate that they have the necessary operational capacity and will be able to contribute to SESAR Programme.</p>
95	Implementation of projects NEW	n/a	<p>Suppose our company expresses interest for and is admitted to projects X,Y,Z. Also suppose the negotiated contribution is 20 kEUR cash plus 230 kEUR as in-kind contribution (e.g. 1700 man-hours).</p> <p>1) What if the projects will require LESS than the allocated 1700 man-hours, e.g. 1500? Will we be required to provide the missing part of the contribution? How? What happens in this case as for co-financing?</p> <p>2) What if the projects will require MORE than the allocated 1700 man-hours, e.g. 2500? Will we be paid/compensated in some form? What happens in this case as for co-financing?</p> <p>3) How and on which basis is the proposed workforce contribution by a given company allocated on a specific project? In fact, as far as we understand it, at the time the Agreement is signed, project details (and therefore the real amount of foreseen man-hour needed) is still to be determined.</p>	<p>The details regarding the implementation of projects will be set forth in the draft MFA, which the candidate members will receive at the launch of negotiation phase. The SJU considers that this information is not necessary at this stage in order for the applicants to be able to submit their applications.</p>

96	Estimated co-financing amount NEW	Section 5 of the CEI	The total SESAR 2020 budget is made of 500 MEUR from EU, 500 MEUR from EUROCONTROL, 500 MEUR from industry, plus 85 MEUR per exploratory research activities. It is stated that 400 MEUR is the maximum amount of co-financing provided by SJU. It is not clear to us how the rest of the budget will be spent. Is it perhaps foreseen that SJU or EU or Eurocontrol will be issuing tenders for supply of products/solutions specifically tied to the projects defined by SESAR 2020? Said differently, will the rest of the budget be used for buying products from the companies participating in the SESAR projects, once projects are finished?	Please refer to the Q&A No 45. In addition, it should be noted that SESAR 2020 budget will be used to co-finance also specific studies through open calls for tenders and very large scale demonstration projects through open calls for proposals.
97	Operational capacity – IPR NEW	Annex II-2, Template – Operational capacity	Please explain what is expected to be found in chapter 7 of ANNEX II (A description of the issues relating to intellectual property rights which should be considered in relation to the applicant's contributions and participation in the SJU (background, access rights)). Please provide a guideline or an example.	Please refer to Q&A No 19.
98	IPR NEW	n/a	Will the member foreground generated in the current SESAR programme be considered as member background in SESAR 2020?	This will be seen on the case by case basis considering the definition of “Background”.
99	IPR NEW	Section 7 of Annex IV of the CEI	<ol style="list-style-type: none"> 1) What will be the access rights of SESAR 2020 members who are not current SESAR members on IPR owned by the SESAR members (background/foreground) and under which conditions? 2) Do access rights granted and obtained in SESAR remain in SESAR 2020? (member<>member, member<>SJU) in the two following cases: a) SESAR member is also a SESAR 2020 member 	Answer to 1) to 5): Members (new and current ones) selected for SESAR 2020 will be subject to the same rights and obligations regarding access rights through the signature of the new MFA. The current Members, due to the transition between two Programme phases, in addition to the new MFA, will be fully subject and will have to comply with the provisions of the current Agreements for their work in the first SESAR Programme.

			<p>b) SESAR member is not part of SESAR 2020.</p> <p>3) We assume the access rights general principles mentioned in the current MFA (article 15.2.1) remain applicable as they are still compliant with Horizon 2020 principles (e.g. access rights requested in writing, no rights of sub-licensing granted...). Do you confirm our understanding?</p> <p>4) We assume that article 15.2.3.1 of the current MFA, related to access rights to the SJU foreground, remains fully applicable for SESAR 2020. Do you confirm our understanding?</p> <p>5) Please could you clearly define the access rights conditions to SJU foreground, for both SESAR and SESAR 2020 that are needed by a member for commercial use of its own foreground?</p> <p>6) Could you explain why a linked third party would have access rights to members' background/foreground while such clause is not included in Horizon 2020 rules?</p>	<p>The assumption that IPR provisions (including access rights) of the current MFA (itself based on FP7 rules) will remain largely applicable is correct and in line with what is said in Section 9 of the call documentation.</p> <p>Answer to 6): You are correct this is not an obligation under Horizon 2020 and therefore the SJU will publish a corrigendum of Annex IV.</p>
100	IPR NEW	Section 7 of Annex IV of the CEI	<p>"Annex IV – Section 7 – Use and Dissemination" - What are the reasons for modifying article 15.3.2 of MFA "Nevertheless, Members shall inform the Administrative Board of the activities that aim at early deployment of the Member's foreground during the Development Phase"? If this was confirmed, how commercial confidentiality / sensitivity aspects would be addressed? And how it would be ensured that the proposed process will not negatively impact the time schedule of a commercial action?</p>	<p>The quoted provision relates to an obligation to inform the Administrative Board and not to acquire permission.</p>
101	Contribution in	Section 9 of Annex VI of the	<p>The calculation of the cash contribution to the SJU operating costs is based on the actual indirect costs of</p>	<p>Please refer to Q&A No 2.</p>

	cash NEW	CEI	the member while the co-funding is based on a flat rate representing the indirect costs. This is unfair for the members with high indirect costs rate as they have to invest large amounts while they will get less co-funding and a higher cash contribution compared with the current SESAR Programme. Please consider revisiting the calculation of cash contribution to be related to the actual co-funding received.	
102	Associate Partners of a Member NEW	Chapter 2 of Annex II-2 of the CEI	Please confirm that it is possible for a candidate member to propose Associate Partner(s) for SESAR 2020 SJU membership? In case of positive answer is it possible to propose Associate Partner(s) that are not part of the current SESAR programme? Should a candidate member indicate its proposed Associate Partner(s) in its answer to the on-going call for expression of interest? Will it possible to propose additional Associate Partner(s) in the scope of the answer to the forthcoming BAFO in 2015?	As set forth in Chapter 2 of Annex II-2, the applicants shall describe as far as possible intention to participate with inter alia their associate partners. Applicants may propose new or already accepted (during SESAR I) Associate Partners. Selected candidate members indeed will have an opportunity to revisit their proposal in response to the invitation to submit final proposals with estimated launch early 2015.
103	IPR NEW	n/a	The financial obligations and IPR issues are included in two documents: Multilateral Framework Agreement (MFA) and Membership Agreement (MA). There is also a Subcontract for Research Assistance (SRA) between the Member and the Associate Partner. I looked over the SESAR website and also through the call documentation with no results, where can he find these documents?	MFA and MA are not public document. The SJU does not enforce any template of a subcontract for research assistance; the SJU Members are free to determine its form and content, without prejudice to compliance of such a contract with the rules governing participation of Associate Partners of a SJU Member.
104	Contribution - Indirect costs NEW	Chapter 5 of Annex II-2 of the CEI	"The applicant members shall also indicate the split between direct and in-direct costs". In FAQ21 it is stated, that you would like to see the estimated actual indirect cost. According to EU 1290/2013 (Art. 29) indirect costs shall be determined by applying a flat-	No, there is no choice. Please refer to Q&A No 70b.

			rate. When looking at SESAR1 members were given a choice between either stating actual indirect costs or applying a flat rate of 7%. Is the same to be expected here – choice between 25% or actual?	
105	Co-financing rate NEW	Section 9 of Annex IV	In FAQ 8 it is stated that co-financing rate will be up to 70%. In EU 1290/2013 article 28 section 5 is in line with this as a maximum of 70% is stated. However in section 24 in the beginning of the document, it is stated that the figure in principle should be 70%. This rate is essential for determining our total contribution, could you please be a little more clear on what to expect? [Recital 24 of Regulation 1290/2013]	Please refer to Q&A No 44.
106	Documentary evidence NEW	n/a	While understanding that: a) according to Annex IV, Principles governing the accession and participation of the members of the SESAR Joint Undertaking - SESAR Research and Innovation Programme 2020, „Linked Third Party means any legal entity which has a legal link to the Member, implying collaboration that is not limited to the Programme“, b) according to Annex II-2, Template – Operational capacity, SJU call ref. SJU/LC/0110-CEI: Chapter 2: “Quote”, c)... referring to the Answer Nb.3 from SJU Q&A (dated 3rd September 2014) table, in particular, the statement, that „It has a formal external recognition...” <i>[in the table below – not published in this Q&A]</i> there are listed different types of the formal agreements between ANSP and organizations who will be named in Annex II as linked third parties.	Any specific documentary proof, as far as considered necessary by the SJU, for the linked third parties, subcontractors, other third parties, will be detailed in the invitation to submit final proposals (applicable only in respect to such parties of those applicants preselected as candidate members).

			<p>The question for the “near future”, when SJU candidate members will be asked to provide the evidences of a formal external recognitions and other documents [as per b) above], is:</p> <p>What kind(s) of the agreements <i>[listed in the table below – not published in this Q&A]</i> is clearly recognized by SJU as compliant with the requirement (above) „Linked Third Party means any legal entity which has a legal link to the Member, implying collaboration that is not limited to the Programme“?</p>	
107	<p>In kind contributions of a third party</p> <p>NEW</p>	n/a	<p>Could you please clarify on the possible in kind contribution of the third party: whether in kind contribution also could be done in terms of the costs of licences (~250K€) of their SW product supposed to be used during R&D and VLSD“?</p>	<p>Costs of licenses for software are generally considered eligible under Horizon 2020 provisions and are in principle likely to be eligible also for the new SESAR Programme as long as they are necessary for its implementation (this subject to verification by the SJU).</p>
108	<p>MFA</p> <p>NEW</p>	n/a	<p>What is the relation between a Horizon 2020 General Agreements (GA) to the SJU MA and/or MLA? Does the former extend the MA/MLA or will it be part of them?</p>	<p>The new MFA and MA will be largely based on the existing ones (see Q&A No 85), updated with the mandatory rules set forth in Regulation No 1290/2013 and, on a supplementary basis, with the provisions of the model grant agreement (MGA). Consequently, the new MA and MFA is expected to be similar to the previous ones, while incorporating the necessary elements of Horizon 2020.</p>
109	<p>Negotiations</p> <p>NEW</p>	n/a	<p>Since the outcome of the negotiation phase might substantially change assumptions made by an applicant in his response: Is it correct that only the final proposal of an applicant will become the binding reference for the final commitment (i.e. MA and MLA) of the respective new member?</p>	<p>It is correct.</p>
110	<p>SESAR trademark</p> <p>NEW</p>	n/a	<p>The current SJU Member is considering creating a new consortium for working jointly with other partners on SESAR topics. For this it has been discussed to name</p>	<p>SESAR being a registered trademark, entities wishing to use it or SESAR logo shall refer to the applicable terms and conditions on the following website:</p>

			<p>the consortium <...> [the name includes the word “SESAR”].</p> <p>Please advise whether this would be allowed.</p>	<p>http://www.sesarju.eu/newsroom/use-sesar-trademark-and-logo. In case of any limitations pertaining to the specific use intended or/and any specific derogation request, such entities shall take a formal contact with the SJU in order to receive its prior-approval.</p>
111	<p>Calculation of cash contribution</p> <p>NEW</p>	<p>Sections 2 and 9 of Annex IV</p>	<p>Question and answer no. 2 of the published “Questions & Answers” document: The formula given to calculate the cash contribution increases if the co-financing rate decreases. Is this correct?</p> <p>Example, based on the figures used in the above referenced example:</p> <p>$F \text{ (Cash Contribution to Operational Expenditure)} = (C - E) \times 5\%$, here: 2.6</p> <p>With 50% co-financing rate (instead of 70%) the cash calculation yields:</p> <p>$E = 62.5 \text{ (50\% of D)}$ $F = 3.875 \text{ ((C-E) \times 5\%)}$</p> <p>Is it wrong assuming that the Operational Expenditure of the SJU does not depend on the co-financing rate?</p> <p>What else is the reason that the cash contribution increases if the co-financing rate decreases?</p>	<p>Please refer to Q&A No 2.</p>
112	<p>General</p> <p>NEW</p>	<p>n/a</p>	<p>Will the new project SESAR 2020 be based on new MFA and MA? We believe that it would be preferential to set up new contracts as some of the members in our consortium and in the project in general might change.</p> <p>Will you circulate drafts and if these drafts are based on the actual contracts could you please send marked up word versions?</p>	<p>Please refer to Q&A No 85. The SJU takes note of the expressed interest in receiving marked-up versions of the agreements.</p>

			How will the competitive dialogue be structured with respect to operational and legal issues?	
113	Consortium composition NEW	n/a	Will it be possible to change members of an interested consortium in the period between the Expression of Interest (which we understand is non-binding) and the binding BAFO?	Please refer to Q&A No 91.
114	Rules applicable to consortia / procurement NEW	n/a	Will there be special provisions with respect to consortia and if yes would they be the same as in the current SESAR project? Is the procurement of the contracts a regulated process and if so which regulations will be applied?	Please refer to Q&A No 41. It should be noted that the relevant provisions will be set forth in the draft agreements which will be made available to the preselected candidate members.