

#	Subject	Questions	Answers
1	Draft Framework Partnership Agreement - Schedule 2	<p>Paragraph 3, chapter 18 on page 19 of the "Draft Framework Partnership Agreement" refers to section 3.2. in Schedule 2 ("Technical Specifications") which appears to be empty.</p> <p>Furthermore, there are two "Schedule 2", page 43 and page 44.</p> <p>Thank you for clarifying this issue.</p>	<p>Please consider that Schedule 2 ("Technical Specifications") of the Draft Framework Partnership Agreement is referring to the "Guidelines for candidates" as attached to the Invitation to submit a proposal.</p> <p>In case of award of the status of Associate Partner of the SJU, the "Guidelines for candidates" will be attached to the final version of the Framework Partnership Agreement as Schedule 2.</p> <p>Schedule 2 - Annex I of the Draft Framework Partnership Agreement (p.44) refers to the Draft model guarantee to be provided by the Partner should the SJU request so in accordance with the provisions of Article 15.3 of the Draft Framework Partnership Agreement. Please consider that the correct title and numbering of the Draft model guarantee is as follows : "Schedule 8 - Annex II".</p>
2	Eligibility criteria	We are a non-profit association legally established under the laws of one of the Member States of the EU. Are we eligible to participate in this selection procedure?	<p>Non-profit organisations may be considered eligible to participate in this procedure on the condition that they carry out research or technological development as one of their main objective in accordance with Regulation (EC) No 1906/2006 of the European Parliament and of the Council of 18 December 2006 (Article 2.7)</p> <p>The candidates Associate Partners shall provide the necessary supporting documents allowing the Proposal Analysis Board to establish their compliance with the eligibility criteria.</p>
3	Eligibility criteria	We are a legally established grouping set up as an EEIG (European Economic Interest Grouping). Are we eligible to participate in this selection procedure?	<p>A grouping set up as an EEIG could participate in the present procedure in the form of a grouping constituting a legal entity (Section 2.1, point b) of the Guidelines for candidates), provided that:</p> <ul style="list-style-type: none"> - either the grouping itself qualifies under one of the categories listed under Section 2.1 (SME, Research Organisation, University or Institute of higher education), - or each member of the grouping individually qualifies either as an SME, a Research Organisation, a University or an Institute of higher education. <p>The candidates Associate Partners shall provide the necessary supporting documents allowing the Proposal Analysis Board to establish their compliance with the eligibility criteria.</p>
4	Volume 2 - Technical Information	Is there a template for the documents that will be submitted (ex.: Volume 2 - Technical Information)?	There is no template to be used for the submission of the Proposal (except for the templates and forms already included in the Guidelines for candidates and Draft Framework Partnership Agreement). The candidates Associate Partners should in any case follow the requirements set in the Invitation to submit a Proposal and the Guidelines for candidates.
5	Volume 2 - Technical Information	What level of detail qualifies for the description of the activity/ies the candidate intends to suggest for each Lot (description of generic tasks, examples of project(s) the candidate intends to answer to, etc.)?	<p>It is not for the candidate to suggest activities to be performed under a Lot but for the candidate to describe how their capabilities (including previous experience and acquired expertise) if engaged to work within the scope of work described in the Lot(s) would add value for the SJU.</p> <p>The level of detail suitable to describe the candidates proposed contribution to a Lot shall be that deemed necessary by the candidate to show to the SJU the strength of the 'value-add' that could be brought by the candidate, within the context of the scope of work described within the Lot(s) in question.</p> <p>At all times it is the proposed application of the candidates capability on the Lot in question that shall be relevant, rather than a broad description of the candidates capability described in isolation.</p>
6	Division into lots	<p>1° Could you confirm that a candidate could have his proposal rejected for one Lot and accepted for another without any interference and even if he has submitted only one proposal for these two Lots?</p> <p>2° When a candidate answers to <i>n</i> Lots, does he need to submit <i>n</i> Volume 2 (Technical Information) or does he need to submit one single Volume 2 with independent parts for each Lot?</p>	<p>As stated in Section 3.3 of the Guidelines for candidates, for each Lot <u>independently</u>, the SJU will evaluate and mark the Proposals on the basis of the published award criteria. In practice, this means that in a case where a candidate has submitted a Proposal covering more than one Lot, the SJU may award a Framework Partnership Agreement only for one or more of those Lots, and reject the Proposal for the other Lot(s).</p> <p>Please bear in mind that candidates need to put together a separate Technical Information (Volume 2) for each Lot which addresses the individual aims and requirements specific to that Lot.</p>

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7	Financial allocation provided by the SJU	<p>As the SJU intends to co-finance up to 75% of the Research and Development activities and up to 50% of total Eligible Costs incurred for any other type of Tasks performed under the Agreement, it is unclear what is the foreseen mechanism of Return of Investment (RoI) of the Associate Partners?</p> <p>What is the SJU's proposed revenue model for covering the self-financing of the Associate Partner costs (over 25% R&D and over 50% of other eligible costs) if no product/service of the Associate Partner is supplied during the deployment phase?</p> <p>I would be grateful if you could kindly clarify our query.</p>	<p>The SJU financing shall cover partially the R&D work that will be performed by the Associate Partner within the Programme. The remaining part of the financing can be sustained by the Partner itself or financed by other public/private funding. The participation to the SESAR Programme will allow the Associate to benefit on the knowledge on the progress of the Programme and it will allow for IPRs within the scheme defined in the Draft Framework Partnership Agreement.</p> <p>In addition, please note that in accordance with Section 2.4.1 of the Guidelines, in the course of implementation of the Framework Partnership Agreement, the amounts and sources of cofinancing other than those from the SJU shall be set out in the estimated budget to be attached to each Specific Proposal.</p>
8	Eligibility criteria - participation of groupings	<p>On page 4 of the Guidelines you state that with regard to submitting entities preference will be given to groupings constituting a legal entity (i.e. a permanent, legally established consortium). We wonder which legal entities one could think of in this respect.</p>	<p>Please consider that, as it is stated in the Guidelines for candidates (section 2.1), the SJU would give preference to groupings of economic operators <i>versus</i> legal entities constituting a single economic operator. These groupings can either take the form of permanent <u>legally established consortia</u> (i.e., groupings registered under the national law of an EU member state or non-EU member states such as Joint Ventures with legal personality, European Economic Interest Groupings in the meaning of Regulation (EEC) No 2137/85 of 25 July 1985, etc.), <u>or groupings not constituting a legal entity</u> which have been constituted informally for this specific selection procedure.</p>
9	Organisation of consortia	<p>Could you please confirm if a legal entity can be candidate to one or more lots as part of different consortia, i.e. a legal entity presenting an offer as one consortium to one lot and another offer to a different lot as part of a different consortium.</p>	<p>There are no specific rules limiting the participation of an economic operator to only one consortium. Therefore, a legal entity can be a candidate to one of more lots as part of different consortia.</p>
10	Eligibility criteria - Participation of entities acting either as affiliates to an SJU Member or subcontractors of an SJU Member notified under Article 14 of the MFA	<p>Could you please confirm whether entities acting as affiliates to an SJU Member or subcontractors of an SJU Member are allowed to participate in this procedure?</p>	<p>As specified under Section 3.2.1 of the Guidelines for candidates, eligible entities already engaged in the SESAR Programme as affiliates of an SJU Member or subcontractors of an SJU Member under Article 14 of the MFA are eligible for participating in the Invitation to submit a proposal.</p>
11	Assessment in the light of the award criteria	<p>In the guidelines (p. 13 sect. 3.3), it is written "In case of the candidate being a consortium, each partner of the consortium will be evaluated against the award criteria's mentioned below...". This sounds a bit worrying because the coverage of the lot should be judged considering the Consortium expertise as a whole and not the one of each member individually. To ensure a better coverage is just one of the purposes of having a Consortium and it is difficult to have a homogeneous consortium with the same level of expertise in the different SJU lots.</p> <p>From the perspective of evaluation, if one of the partners has no expertise on a specific lot that the consortium is willing to answer, should this partner be removed from the structure of the candidate's organisation (for this specific lot)?</p> <p>In that case, does the consortium have to propose a different structure of the candidate's organisation for each lot?</p>	<p>As stated in the Guidelines for candidates, the Proposal Analysis Board will assess the proposals against the award criteria for each lot independently. In case of proposal submitted by a consortium, each member of the consortium will be evaluated and marked against the award criteria. The results will be put together (average mark) and the consortium will be given one final score per criterion. Please note that the minimum quality thresholds (i.e. 50 points or more per criterion and 60 points or more in total) apply to the consortium as a whole.</p> <p>In view of ensuring a better coverage of the specific areas of expertise pertaining to each lot, the Candidates Associate Partners may propose a different consortium composition per lot.</p>

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12	Eligibility criteria - Participation of groupins	<p>The call does not clarify how the candidate will substantiate its agreement to comply with the draft framework agreement, as requested in the invitation to submit a proposal letter. The document referenced in Schedule 4 of the draft framework agreement:</p> <p>"Accession of consortium members to the agreement" is the only document that is related to the agreement, but it concerns the members of a consortium and not the coordinator, nor a consortium already established as a legal body.</p> <p>Question: How does a consortium already established as a legal body agree to comply o the draft framework agreement?</p>	<p>As a general remark, it should be noted that the assessment of a proposal against the eligibility, exclusion, selection and award criteria as set in the Guidelines, will be performed by the specially appointed members of the Proposal Analysis Board. The final decision for acceptance/rejection of a candidate Associate Partner belongs solely to the SJU Administrative Board.</p> <p>In accordance with Section 2.1 of the Guidelines for candidates, the bidding entity may take the form of a legal entity that qualifies under the categories listed under section 2.1 of the Guidelines. This form of participation implies that the said entity carries out as one of its main objectives research and technological development activities i.e. the entity's participation is not limited to an overall administrative coordination function amongst its members. In this case, the entity shall agree to be bound by the terms of the Agreement and shall assume the rights and obligations established by this Agreement simply by signing it (i.e., schedule 13 shall not apply).</p> <p>However, should the case be that the majority of the research and technological development activities are directly conducted by the members composing the bidding entity, subject to eligibility of the entity itself, each member of the entity willing to make resources available for the implementation of the Agreement, will be subject to an eligibility check in the light of the eligibility criteria listed under Section 3.2.1 of the Guidelines. If selected as an Associate Partner of the SJU and upon signature of the Agreement by the SJU and the entity acting as the Coordinator, each member of the entity qualifying as eligible entity will be requested to accede to the Agreement by signing the Schedule 4 of the Draft Framework Partnership Agreement ("Accession of Consortium Members to the Agreement"). In addition, the Coordinator and the Consortium Member shall conclude an agreement among themselves to regulate internal issues/matters of their interest (Consortium Agreement) in accordance with Article 3 and Schedule 13 of the Draft Framework Partnership Agreement.</p> <p>Should the case be that the bidding entity does not qualify under one of the categories listed under Section 2.1, the members of this entity interested in participating in this call may wish to apply in the form of a grouping not constituting a legal entity (Section 2.1, point c)).</p>
13	Subcontracting	<p>We are a non-profit association registered in an EU Member State. We are qualified to submit a proposal as a research centre. Our association has members consisting of SMEs, Universities, Research Centers, and large companies (Industry) within the European Union, as well as outside of the European Union. This means that part of the work that would be undertaken by the association, if selected as an associate partner of the SJU, might be partially sub-contracted to large companies through the association, and potentially to companies & organizations outside of Europe.</p> <p>Question: Is such sub-contracting possible or allowed?</p>	<p>For the question of subcontracting, please refer to the Article 18 of the Draft Framework Partnership Agreement. In accordance with this Article, the selected Associate Partner may subcontract part of the Tasks entrusted to him in the frame of the Agreement subject to the conditions and limitations set in this Article and in particular only to the organisation types eligible under Section 3.2 of the Guidelines (for entities established in a non-EU Member States, please refer to section 3.2.1 of the Guidelines). In this case, the costs of subcontracting may be considered as Eligible costs.</p>
14	Financial Information	<p>We have duly noted that financial information is only indicative at this stage.</p> <p>We suggest that the financial proposal will include:</p> <ul style="list-style-type: none"> - A quotation for the basic package to support SESAR JU for the first phase (2 or 3 first years) and to produce the proposed basic deliverables; - An additional 'by the hour' (daily rate) quotation to include all additional SESAR JU required tasks during this initial phase, or activities after this initial phase. <p>Question: Is this acceptable?</p>	<p>Please refer to Section 7 d) of the Invitation to submit a proposal detailing the requirements for the Financial Information to be submitted by the candidate Associate Partner. As stated hereabove, at this stage, we are not in the position to conclude on the acceptability of your financial proposal.</p>

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15	Composition of consortia	Does it make sense to define a grouping constituted informally for this specific call that would submit proposals for some lots with a different set of partners (called also a consortium?) from this grouping for each lot? If so, is it the grouping that become an "Associate Partner of the SJU" or only the subsets of partners that will win the call for one or several lots? Is it the coordinator of the grouping that signs the Framework partnership even if he is not member of all the subsets of partners?	In case of candidates taking the form of a grouping not constituting a legal entity (i.e. constituted informally for this specific procedure), the candidates may wish to propose a different consortium composition (coordinator and consortium members) per lot in order to ensure a better coverage of the specific areas of expertise pertaining to each lot. In this case, and if the SJU decides to select the proposals for several lots, hence to select several consortia, the SJU will sign a separate Framework Partnership Agreement with each designated lead partner ("Coordinator") per lot. For each awarded lot, the other participants of the consortium will accede to the Agreement by signing the model accession form provided in Schedule 4 of the Draft Framework Partnership Agreement. The "Coordinator" and the "Consortium Members" will be collectively referred to as the "Consortium", or the "Partner". Furthermore, each "different" grouping shall submit a separate offer for each of the lot(s) of interest.
16	Division into lots	Can you confirm that a given Consortium may bid for more than one lot?	We confirm that a candidate Associate Partner (taking the form of an existing legal entity or a consortium) may bid for one, several or all Lots. Please note the the candidate Associate Partner is requested to submit a separate Technical Information (Volume 2) for each Lot which addresses the individual aims and requirements specific to that Lot.
17	Organisation of consortia	Is it allowed to have a given company acting as member of more than one consortium bidding for the same of different lots?	Please refer to the answer to question n°9 hereabove.
18	Content of the Proposal	In respect of the content of the Proposal, do you require a description of the individuals (persons/companies) participating in a consortium as well as a description of the value of the consortium as a whole?	As specified in Section 3.3 of the Guidelines, in case of proposal submitted by a consortium, each member of the consortium will be individually evaluated against the award criteria. This implies that the consortium's Proposal must include all the necessary information allowing the Proposal Analysis Board to perform this assessment, in particular, detailed description of each entity participating in the bidding consortium and detailed CVs of the key personnel with the expertise being offered for the Lot(s) of interest (for more detailed please refer to Section 7 c) of the Invitation to submit a Proposal). <u>In addition</u> , the consortium shall demonstrate in its Proposal the added-value that could be brought by the consortium as a whole for the Lot(s) of interest. Based on this overall information, the consortium will be given one total scoring per award criterion.
19	Liability	To understand the Framework Partnership Agreement and the Guidelines for Participants correctly we would like to ask you the following concerning the question of liability of the Consortium Participants and the Coordinator of the Consortium towards the SJU: Especially the Guidelines for Participants state in 3.2.1 paragraph 4 that "All members of the Consortium...are jointly and severally liable towards the SJU for the undertaking of the Specific Agreement. Please refer to Art. 21.1 (e) Framework Partnership Agreement..." Compared to that Schedule 13 - which has to be considered according to 21.1. (e) FPA - states within the last point "liabilities" that "The Coordinator is liable towards the SJU for the Consortium/Partner's overall undertaking. In case of failure by the Coordinator, the Consortium Members shall be jointly and severally liable towards the SJU..." Could you please explain to us, how the liability of the Coordinator is understood compared to the Consortium Participants' several and joint liability and how the situation of the failure of the Coordinator has to be interpreted.	In case of a Proposal submitted by a consortium, the consortium members involved in each Specific Agreement shall be jointly and severally liable for their undertakings under this Specific Agreement towards the SJU under the conditions set in Schedule 13 attached to the Draft Framework Partnership Agreement (DFPA). Those consortium participants will be identified for each Specific Agreement at the time of submission of the Specific Proposal. In case of non-performance by the consortium members identified hereabove in the implementation of the Agreement (e.g., the consortium fails to deliver the Specific Agreement deliverables or fails to meet the milestones set in the Agreement/Specific Agreement(s)), the SJU will first turn to the Coordinator to demand delivery and/or impose financial penalties. This is based on the principle that the Coordinator bears the primary liability towards the SJU for the consortium's overall undertaking. In case of failure by the Coordinator (e.g. the required deliverables/milestones cannot be reached and/or the Coordinator does not pay the Financial Penalties imposed in accordance with Article 21.1 (f) of the DFPA), the SJU may turn to any other member of the consortium regardless of who the defaulting member(s) is/are, asking this member to perform the consortium's obligations towards the SJU.

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20	Composition of consortia not constituting a legal entity	Are there any guidelines or advice available as to the appropriate size of an 'ad hoc' consortium?	There are no specific recommendations related to the size of the consortium.
21	Composition of the consortia not constituting a legal entity	Is there any clearinghouse or similar mechanism (formal or informal) for identifying appropriate consortium partners and potential consortium coordinators?	There is no specific mechanism for identifying potential consortium members or coordinators.
22	Financial allocation provided by the SJU	Regarding your answer to frequently asked question number 7 "Financial allocation provided by the SJU" of call ref SJU/LC/055:CFP, I would further like to know where universities (which are among the explicit addressees of this call) are supposed to get the counter-financing (of at least 25% for R&D, and at least 50% for other eligible costs) from? The provided FAQ answer gives appropriate motivation for counter-financing by an SME, but a university cannot divert money from one grant for counter-financing another grant, and has no "free professor hours" to offer (first because professor hours would rather be spent on basic than applied research, as well as on service, and second because a university would be unhappy to find out that it is actually subsidising a funded European consortium/project).	Please refer to the answer to question n°7 hereabove.
23	Division into lots	Does the SJU have a preference/limit for how many lots are bid for (i.e. the number of Vol II's submitted) in a proposal? Do these bids need to identify which consortia partners will lead a particular bid?	There are no specific recommendations/limitations concerning the number of Lots the candidates associate partner bid for (i.e. one, several or all Lot(s)). Candidates need to put together separate Technical Information (Volume 2) for each Lot which identifies the consortium members proposed to be involved in the performance of the Tasks under this specific Lot, as well as identify which of the consortium members will act as the Coordinator.
24	Geographical coverage	Does the SJU consider it advantageous to have multiple European states represented in a consortium bid?	There are no specific recommendations related to the geographical coverage of the consortium members. Please note that the evaluation of the proposals in terms of quality will be solely based on the award criteria listed under Section 3.3 of the Guidelines.
25	Duration of the Tasks	Do we have an indication, at this stage, of the potential duration of the tasks that might be called off under the Framework Partnership Agreement (FPA) (e.g. will they provide suitable support for post-doctoral research)?	At this stage, the SJU is unable to provide potential candidates with an indication of the possible duration of the Tasks to be performed under the FPA and the Specific Agreement(s).
26	Costs related to consortium management	Is any additional resource allocated for consortia management?	Costs related to management activities (including the legal, financial, planning, contractual - within a consortium agreement and/or subcontracting agreement(s) - and administrative management necessary to perform the Tasks) shall be reimbursed in accordance with the provisions of Article 3.3 of the DFPA and Schedule 8 ("Financial provisions") attached thereto. The management costs fall under the category of "Indirect costs" which are those Eligible Costs which cannot be identified by the Partner as being directly attributed to the Tasks but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible Direct Costs attributed to the Tasks. The management costs may be identified according to one of the following methods: - calculation of the management costs based on actual indirect costs for those Partners which have an analytical accounting system ; - Partners may opt for a flat rate of 7% of its total direct eligible costs, including its direct eligible costs for subcontracting. This flat rate shall be applied for the whole duration of the FPA. In any case, there are no additional resources (i.e. outside the frame defined hereabove) allocated for the costs related to the coordination and management of the consortium.

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27	Travel and Subsistence costs	What percentage of Travel and Subsistence costs are eligible for reimbursement?	In accordance with Schedule 8 of the DFPA, travel costs and subsistence allowances for taking part in the Tasks fall under the category of Direct Costs, provided they comply with the Partner's usual practices and are adequately recorded. Like all costs, in order to be eligible for reimbursement, they must comply with the conditions regarding eligible costs set out in Schedule 8 of the DFPA (actual, economy efficiency, etc.). The reimbursement rate will depend on the main purpose of the travel: i.e., meetings, travel and subsistence costs concerning the implementation of "Research and Technological Development (R&TD) Activities" are reimbursed up to 75%; travel and subsistence costs regarding other activities are reimbursed up to 50%.
28	Expected annual commitment	Is it possible to provide an indication of the annual commitment an Associate Partner might be making into the SJU should they be successful in subsequent bidding for lots?	At this stage, we are unable to provide an indication of the expected annual commitment.
29	Financial allocation provided by the SJU	<p>The information provided by the SJU indicates co-financing "may be up to" 75% for R&TD activities and 50% for other activities.</p> <p>a) May we please have a definition of what constitutes "R&TD" and "other" and, more specifically, under which category do the Validation activities within LOT5 fall?</p> <p>b) May we please have an indication of when co-financing at levels of less than 75% for R&TD activities and less than 50% for other activities may be enacted?</p>	<p>a) In the frame of this call, "<u>Research and Technological Development Activities</u>" refer to the activities directly aimed at creating new knowledge, new technology, and products including scientific coordination. These activities may concern, for example: research, development and demonstration design activities, manufacturing, integration and assembly, testing and verification, etc.</p> <p>The Validation activities under Lot 5 are considered as "Research and Technological Development Activities".</p> <p>The "<u>other activities</u>" are those that are not covered by R&TD activities. These activities may concern, for example:</p> <ul style="list-style-type: none"> - Data exploitation and dissemination (specific dissemination /promotion actions requested by the SJU for the presentation of specific Tasks during conferences/workshops, preparation and publication of manuals, etc.) - Activities linked to training (upon specific request by the SJU). <p>b) Depending on the nature of the activities, the reimbursement rate will be up to 75% of the eligible costs (for "Research and Technological Development Activities") or up to 50% of the eligible costs (for other activities). These rates are to be considered as maximum rates of co-financing by the SJU.</p> <p>At this stage the SJU doesn't foresee situations where the level of co-financing could be less than 75% (for R&TD activities) or less than 50% (for other activities).</p>
30	Access Rights to Background owned by the Associate Partner	<p>Section 19.2.2.1 of the Framework Partnership Agreement states that "Access Rights to Background [IPR] shall be granted by the Partner owning the Background to SJU Members having a Need to use such Background to carry out their own work under the Projects in which they participate under the Programme. Such access right shall be granted on a non-exclusive, non-transferable, royalty-free and worldwide basis".</p> <p>This is a very wide-ranging and, to most SMEs, may be considered as a serious threat to their business – allowing SJU Members to demand Background material, developed at considerable cost to an SME, to conduct their own work at no recompense to the SME for work outside this Agreement (as defined by "Programme" in Schedule 1). May we please ask the SJU to reconsider this Section to allow the SMEs to protect their commercial products and livelihoods?</p>	<p>In accordance with Article 19.1.1 of the DFPA, each Partner shall remain the owner of its Background.</p> <p>In terms of access rights, access to the Partner's Background is only to be granted if the requesting SJU Member Needs it in order to carry out the Projects in which it participates under the Programme, or to use its own Foreground (Article 19.2.2.1); in other words, Access Rights should only be given to a Partner's Background when it is demonstrated that this Background is technically essential (Needed) for SJU Members to carry out their own work under the relevant Projects in the Programme or to use its own Foreground.</p> <p>The conditions of granting Access Rights to the Partner's Background being fairly limited, the SJU will not modify the wording of the DFPA.</p>
31	Content of the Cover Letter	The list under Para 7a of the Invitation letter ends "The reference number of the SJU's call for proposals, and". Could you please confirm that no further information is required?	The SJU confirms that no further information is required.
32	Content of the Proposal submitted by a consortium	Is it acceptable for members of a consortium, who are not seeking financial re-imbursement and are already closely engaged in the SESAR programme, but are willing to provide a value-added role in terms of knowledge dissemination and coordination are only identified in the technical tender documentation [i.e. cover letter, letter of intent, Vol 2 Technical information] and not the administrative documentation [Vol 1]?	In accordance with Section 2.1 of the Guidelines for candidates, for a consortium not constituting a legal entity which has been constituted informally for this specific call for proposals, each member of the consortium will be subject to an eligibility check in the light of the eligibility criteria listed under Section 3.2.1 of the Guidelines. Therefore, each member of the proposed consortium shall provide the necessary supporting documents allowing the Proposal Analysis Board to establish their compliance with the eligibility criteria, including (but not limited to) the documents requested under Section 7 b) Volume 1 – Administrative Information.

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33	Content of Volume 3 (Financial information) - Travel and Subsistence costs	Should Travel and Subsistence costs be included in the indicative price requested in Volume 3? If so, how should these costs be estimated for work as yet undefined?	As specified in Section 7 d) of the Invitation to submit a proposal, the proposed prices shall be inclusive of all costs and expenses directly and indirectly connected with the services to be supplied, i.e., inclusive of travel and subsistence expenses. Candidates may propose two set of rates: for personnel working from their place of employment and for personnel on mission. Please consider that the proposed prices are indicative and will not be subject to a financial evaluation.
34	Schedule 13 of the DFPA	Schedule 13 of the Framework Partnership Agreement has two cross-reference errors. May we please have a corrected Schedule?	A corrected version of Schedule 13 will be made available when finalising the FPAs, upon award of the status of Associate Partner to the SJU.
35	Declaration of Background	Background IPR is to be declared in the candidate Associate Partner's response to the Invitation (Invitation Letter, Volume 2). However, the candidate Associate Partner, if successful, may wish to declare background IPR when submitting a Specific Proposal (Section 3 of the Framework Partnership Agreement) against a detailed and well-defined Task description. Section 19.1.1 of the Framework Partnership Agreement indicates that declaration of additional Background IPR is permitted within a Specific Proposal. Will the SJU please clarify when Background IPR should be declared?	If at the time of submission of the Proposal, the candidate Associate Partner is already aware of Background relating to information necessary for the performance of the FPA, the candidate can use the declaration form attached as Annex II to the Guidelines. The candidate may also wish to declare Background at a later stage, i.e. in case of award of FPA, at the time of submission of a Specific Proposal. The option to declare Background as part of the Proposal in response to this call for proposals or at a later stage is at the discretion of the candidate.
36	Template Cost Breakdown Form	The Cost Breakdown Form is defined, in Schedule 1, as "the template in the form attached as Annex 1 to Schedule 13". No such annex is at Schedule 13. May we please have the template supplied?	The template Cost Breakdown Form is attached as Annex I to Schedule 8 ("Financial provisions") of the DFPA. The cross-reference to the template will be corrected when finalising the FPAs, upon award of the status of Associate Partner to the SJU.
37	Certificate on Cost Breakdown Form	The requirement for a Certificate on a Cost Breakdown Form (Section 14.4 of the Framework Partnership Agreement) is unclear. Would you please clarify whether such a Certificate is required for every Interim and Final Report regardless of the value of the Task?	As a general rule, in accordance with Article 14.4 of the DFPA, the Interim Report and the Final Report will have to include a <u>Cost Breakdown Form</u> based on the template provided in Schedule 8 of the DFPA, together with a <u>Certificate</u> . As an exception to this rule, <u>only a Certificate</u> on the Cost Breakdown Form is required for claims of Interim Payments when the amount of the Co-Financing claimed by a Partner is equal to or greater than €200,000, when cumulated with all previous payments for which a Certificate on the Cost Breakdown form has not been submitted.
38	IPSAS & IFRS	IPSAS and IFRS (Section 16 to the Framework Partnership Agreement) are not defined in Schedule 1, please supply definitions.	Please consider the following: - IPSAS stands for "International Public Sector Accounting Standards" - IFRS stands for "International Financial Reporting Standards" A revised version of the FPA will be made available when finalising the FPAs, upon award of the status of Associate Partner to the SJU.
39	Audit Guidelines	Please confirm that Section 17.2 of the Framework Partnership Agreement should refer to Schedule 9 and not Schedule 5.	Confirmed: Section 17.2 of the DFPA should refer to Schedule 9 and not Schedule 5. The cross-reference will be corrected when finalising the FPAs, upon award of the status of Associate Partner to the SJU.
40	Background owned by a Third Party	Para 4 of 19.1.1 indicates that the Partner may identify Background IPR of a Third Party that it Needs to perform the Task. Will the SJU please clarify how it deals with Access Rights to Third Party IPR where the Third Party is neither the SJU nor an SJU Member?	In a case where a Partner identifies Background owned by a Third Party that is Needed in order to perform its Tasks under the Agreement, the Partner shall indicate in its Background declaration whether the Partner has acquired the corresponding rights of use and/or to grant licenses (Articles 19.1.1 "Background" and 19.2.1 "General Principles"). Arrangements regarding granting of access rights are between the Partner and the Third Party; the SJU will not intervene. Where the Partner uses IPR Background owned by a Third Party to generate Foreground and where this Foreground consists of SJU Foreground in accordance with the provisions of Article 19.1.3 of the DFPA, the transfer of property by the Partner to the SJU shall be subject to any existing Third Party rights on any of the Partner's IPR embedded in an used for the generation of the related SJU Foreground.

#	Subject	Questions	Answers
41	Volume 3 - Financial information	<p>The Invitation/section 7d asks for "The candidate's proposal shall include a dedicated section with a proposal for the allocation of the resources offered to perform the Tasks, in terms of expertise, services and facilities to be made available".</p> <p>Since activities (tasks) are neither described by the SJU nor to be suggested by the candidate, it is difficult to make an estimate of the amount of resources/effort needed. Can you please specify what is meant with "allocation" of resources?</p>	<p>The purpose of the Financial information is to provide the SJU with an indication of how the candidate proposes to allocate the resources offered (expertise, services and facilities). The candidate may wish to include for example unit prices per category of personnel.</p>
42	Eligibility	<p>We are a public university established in one of the EU Member States, and we are not member of SESAR, can we participate in the call?</p>	<p>As stated in Section 3.2.1 of the Guidelines, any University which expresses a substantiated interest to add value and to take part in the SESAR Programme is eligible for participation in this selection procedure, provided that the minimum conditions laid down in the Invitation to submit a proposal and the Guidelines are complied with.</p>
43	Reference number of the candidate's Proposal	<p>Could you please explain what is meant by "a reference number of the proposal of the candidate associate partner, identical throughout all part of the proposal" p.2 Invitation Letter?</p>	<p>Where the candidate Associate Partner has attributed a specific reference number to its Proposal, he should use the same reference number throughout all parts of the Proposal (Cover Letter and Volumes 1, 2 & 3). This reference number will be used in (possible) future communications between the SJU and the candidate.</p>
44	Liability	<p>Clause 21. Limitations of Liabilities, page 27, (d) "The Partner shall take out insurance against risks and damage relating to performance of the Agreement if required by the relevant applicable legislation."</p> <p>Due to the laws governing public bodies in general and in particular universities they are so called self insurance institutions and to this end it is legally not permissible to take out insurance policies against risks and damages. How do we deal with this clause regarding the above restrictions?</p>	<p>According to Article 21.1 (d) of the FPA, the Partner shall take out insurance against risks and damages relating to performance of the Agreement if required by the relevant applicable legislation. Therefore, the obligation to subscribe to an insurance policy to cover the risks and damages related to the Agreement is waived in cases where the relevant national legislation does not foresee such obligation.</p> <p>In addition, please note that in accordance with Section 3.2.3 of the Guidelines for candidates, public bodies as well as higher and secondary education establishments are not subject to a verification of their economic and financial capacity as it is presumed their status provides per se adequate financial guarantees.</p>
45	Liability	<p>Clause 21. Limitations of Liabilities, page 27 (e) "The Consortium Members involved in each Specific Agreement shall be jointly and severally liable for their undertakings under this Specific Agreement towards the SJU"</p> <p>Due to the laws and regulations governing public bodies in general and in particular universities we are legally not allowed to conclude contracts that foresee any joint or several liability.</p> <p>How do we deal with this clause regarding the above restrictions and considering that any joint and several liability for public bodies has been abolished by the European Commission since Framework Programme 6 (and also under Framework Programme 7)? There now each project partner is liable for his own defaults only.</p>	<p>The principle of "joint and several liability" of the consortium members towards the SJU does not impede the consortium members from identifying in the consortium agreement referred to in Schedule 13 of the DFPA, potential solutions relating to technical implementation of the Framework Partnership Agreement (i.e. what to do if one partner does not perform) and solutions to financial problems (i.e. limitations of financial liability of consortium members towards each other).</p>
46	Liability	<p>Clause 21. Limitations of Liabilities, page 27, (f) This clause foresees financial penalties. Again, due to the laws and regulations governing public bodies in general and in particular universities we are legally not allowed to conclude contracts that foresee any financial penalties. How do we deal with this clause regarding the above restrictions?</p>	<p>Please refer to answer n°45 hereabove.</p>

#	Subject	Questions	Answers
47	Participation of consortia	<p>Schedule 13 - Partners not set up as legal entity "The Coordinator shall have authority to undertake any commitment in the name and on behalf of the other Consortium Members."</p> <p>Again, due to the laws and regulations governing public bodies in general and in particular universities it is legally not allowed that a third party (the coordinator) commits our institution to anything. This would be in particular problematic with regard to any liability this might involve.</p> <p>How do we deal with this clause regarding the above restrictions?</p>	<p>In accordance with Section 2.1 of the Guidelines for candidates, all members of the consortium are requested to provide a Power of attorney signed by an authorised representative (e.g. for universities: Rector, President, vice-President, etc.) designating one of the partners as the Coordinator.</p> <p>In case of award, in principle the Coordinator signs the Agreement on behalf of the other consortium members and the latter accede to the Agreement by signing the Accession Forms (Schedule 4 of the DFPA).</p> <p>In cases where the national legislation impedes a consortium participant to provide the SJU with a document signed by an authorised representative mandating the Coordinator to sign the Agreement on behalf of this consortium participant, the latter may elect to sign the Agreement directly with the SJU, upon signature by the Coordinator. In this case, the consortium participant assumes the rights and obligations established by the Agreement with effect from the date on which he has signed the Agreement. This however does not affect the Coordinator's role amongst the consortium members, as defined in the DFPA – both at the time of the signature of the agreement as well as during the implementation of it - and in particular Schedule 13.</p>
48	Participation of consortia (Power of attorney)	<p>In case of a consortium it is mentioned in the guidelines (under 3.2.1. on page 10) that all members have to sign a "letter of intent", authorizing the coordinator to submit a proposal on their behalf... Furthermore in the terms of reference (under 2.1 paragraph c, page 4) a power of attorney signed by an authorized representative of each partner is requested.</p> <p>Are these requests meaning the same document to be included in the proposal?</p>	<p>Please consider that as stated under Section 2.1 of the Guidelines, for Proposal submitted by a consortium, the Proposal should include a Power of attorney signed by an authorised representative of each partner (except the lead partner), designating one of the partners as lead partner (Coordinator) and mandating him to sign the Framework Partnership Agreement with the SJU in the name and on behalf of the other partners, in case of award.</p> <p>The SJU confirms that the requirement for a letter of intent (Section 3.2.1 of the Guidelines) refers to the Power of attorney requested under Section 2.1 of the Guidelines.</p>
49	Participation of consortia (Consortium agreement)	<p>A consortium may be formed on purpose for this application. Has the consortium agreement to be delivered together with the Proposal?</p>	<p>No. Nevertheless, if available at the time of submission of the Proposal, a copy of the consortium agreement may be provided (i.e. not a requirement at this stage of the procedure).</p> <p>Please consider that in accordance with Schedule 13 attached to the DFPA, at the time of signature of the FPA in case of award, the Coordinator and the Consortium member(s) are deemed to have concluded a consortium agreement regarding the internal organisation of the consortium. This means that from the date of entry into force of the FPA, the SJU may request the Coordinator to submit a copy of the consortium agreement.</p>
50	Supporting documents regarding the exclusion criteria	<p>In the call mentioned in the subject of this mail there is a reference made in the guide on page 11 (section 3.2.2) that states that within 15 days of award notification original documents (extracts and certificates) must be provided from judicial or administrative authority from the country. These kinds of documents may take some time to obtain and it is uncertain whether 15 days are sufficient. We have obtained these documents for another project some time ago (october 2010). How old can the required documents be in order to be acceptable for the SJU?</p>	<p>Referring to the supporting documents for the exclusion criteria, as specified in Section 3.2.2 of the Guidelines for candidates, their issuing date has to be less than 6 months prior to the date of submission of the said documents to the SJU.</p> <p>Please note that if available at the time of submission of the Proposal, the supporting documents may already be provided as part of the Proposal.</p>

#	Subject	Questions	Answers
51	Definition of SME	<p>Could a daughter company to a non SME, employing less than 10 persons, qualify as an SME?</p>	<p>Enterprises qualify as micro, small and medium-sized enterprises (SMEs) if they fulfill the criteria laid down in EC Recommendation 2003/361/EC of 6 May 2003 (1).</p> <p>This Recommendation introduces a typology of enterprises (three categories: autonomous, partner or linked) and a calculation method for the thresholds (staff headcount ceiling, turnover ceiling and balance sheet ceiling) which gives a realistic picture of their economic strength. Each category corresponds to a type of relationship which an enterprise might have with another and to a specific calculation method of the data.</p> <p>In accordance with Recommendation 2003/361/EC, where an enterprise A is directly or indirectly controlled by an enterprise B with enterprise B holding more than 50% of the stakeholders' or members' voting rights in enterprise A, A & B are considered to be "linked" (2). For the establishment of the data of enterprise A and in order to determine whether enterprise A complies with the staff headcount and financial thresholds of the SME definition, all 100% of the linked enterprise's data must be added to those of enterprise A. An enterprise generally knows immediately that it is linked since in most Member States, it is required by law to draw up consolidated accounts or is included by consolidation of the accounts of another enterprise.</p> <p>Example:</p> <p>Enterprise B (mother company) has a 60% stake in the business of your enterprise A (daughter company); as the holding is above 50%, you have to take 100% of the data from enterprise B when calculating your headcount and financial thresholds.</p> <p>Your total = 100% of A + 100% of B.</p> <p>1 "The European Commission has also made available a "User Guide" containing the detailing and explaining the SME definition: http://ec.europa.eu/enterprise/policies/sme/files/sme_definition/sme_user_guide_en.pdf</p> <p>2 "For the definitions of "autonomous enterprise" and "partner enterprises" and the corresponding calculations methods, please refer to Article 3 of the EC Recommendation and the User Guide.</p>
52	Administrative overhead	<p>We have a question regarding the 'Anticipated amount of administrative overhead':</p> <p>Can you provide a rough indication of the anticipated amount of general (rather than specific task related) administrative overhead required for a consortium. Covering areas such as:</p> <ol style="list-style-type: none"> 1) The number of face to face meetings required and location 2) The number of teleconference / webex (weekly / monthly etc) 3) Reporting requirements of the consortium prime and the frequency 	<p>Within the SESAR Programme the "management costs" or "administrative overhead" cannot exceed 5% of the overall declared eligible costs. In order to ensure consistency with the Programme activities, the management efforts proposed by the candidate Associate Partner of the SJU are not expected to exceed this limit of 5%, with in any case the objective to maintain these costs at the lowest level possible.</p>

#	Subject	Questions	Answers
53	Participation of consortia / Division into Lots	<p>Here we kindly ask you for some clarification regarding the organisation of Volumes for Sub-Consortia:</p> <p>Question:</p> <p>As stated in e.g. Q&A 6 a consortium can bid for several LOT's. In that case one Technical Volume (Volume 2) per LOT must be provided. Will it be sufficient to have one Volume 1 (Administrative) and Volume 3 (Financial) only together with a Volume 2 per each Lot?</p> <p>Is that valid even if the different LOTs will be coordinated by different partners (as described in the clarification note for consortia)?</p> <p>Example: Partners A, B and C build a consortium applying for Lot x under the coordination of partner A. Partners B, C and D build a consortium applying for Lot y under the coordination of partner B.</p> <p>Is it sufficient to submit:</p> <ul style="list-style-type: none"> • ONE issue of Volume 1 containing the administrative information regarding A, B, C and D • ONE Volume 2 per LOT, i.e.: <ul style="list-style-type: none"> o Volume 2 for LOT x (A, B and C) o Volume 2 for LOT y (B, C and D) • ONE issue of Volume 3 containing the financial information regarding A, B, C and D? 	<p>In case of proposals submitted by consortia, with different consortium composition per lot, it is sufficient to submit:</p> <ul style="list-style-type: none"> - one issue of Volume 1 (Administrative Information) covering all the Lots of interest, including the administrative information for all the participating entities as well a clear definition of the consortium composition per Lot, - a separate Volume 2 (Technical Information) for each Lot which addresses the individual aims and requirements specific to that Lot, - where the Financial Information per Lot is identical for all Lots, one issue of Volume 3 (Financial Information) covering all the Lots of interest, identifying, whenever possible, the individual financial data per consortium member.
54	Content of the proposal - Executive Summary	Executive Summary and Cover Letter: Content of Cover Letter has been specified in the Invitation of Letter under para 7 a (names of responsables and contact persons), please advise on the content requirements for the Executive Summary.	There are no specific requirements related to the content of the Executive Summary.
55	Intellectual Property Rights	Please advise on your organisation's conduct regarding the handling of proprietary technical descriptions supposed to be delivered within the scope of this candidature. Will such documents be made available to all members of the SESAR-JU?	<p>The ownership of and the access rights to any information that is generated as a result of the Tasks conducted under the Framework Partnership Agreement (i.e., "Foreground Information") are governed by the provisions of Article 19 of the DFPA.</p> <p>In particular:</p> <ul style="list-style-type: none"> - Foreground consisting of Specifications, Standards, Norms Proposals and Validation Reports including their related preparatory documents in view of future standardisation shall, in accordance with Article 19.1.3 DFPA, be owned by the SJU. The granting of access rights to Foreground owned by the SJU to the SJU Members is subject to the provisions of the Multilateral Framework Agreement (MFA) between the SJU, EUROCONTROL and the SJU Members (please refer to the SJU Administrative Board Decision on the Principles governing the accession and participation of the members of the SESAR Joint Undertaking (ref. ABD (D) 13-2008) published on the SJU website at the following address: http://www.sesarju.eu/about/adbmeetings; - Foreground owned by the Partner in accordance with the provisions of Article 19.1.4 DFPA (i.e., not falling under the categories mentioned in 19.1.3 DFPA), shall be granted to the SJU Members by the Partner in accordance with Article 19.2.2.1 DFPA, i.e. if the requesting SJU Member Needs it in order to carry out the Projects in which it participates under the Programme, or to use its own Foreground.
56	Composition of consortia	Is there a preference for companies larger than Small Enterprise companies to act as prime contractor of a consortium? For example, could a small Enterprise prime the bid and have larger SME companies and smaller micro sized companies as subcontractors?	<p>There are no preferences as to the size (e.g., "medium sized", "small" or "micro" enterprise) of the entity proposed to act as Coordinator for the consortium.</p> <p>Please bear in mind that in case of non-performance by the consortium members in the implementation of the Agreement, the SJU will first turn to the Coordinator to demand delivery and/or impose financial penalties. This is based on the principle that the Coordinator bears the primary liability towards the SJU for the consortium's overall undertaking.</p>

#	Subject	Questions	Answers
57	Liability	<p>Referring to the Answer to Question n°45, the answer provided is that a consortium agreement could be used to deal with a non performing partner and limit financial liabilities. However, the Framework Partnership Agreement to be awarded supersedes any consortium agreement (just as it does in FP7) and hence the issue of joint and several liability in the Framework Partnership Agreement remains an issue.</p> <p>Is there a possibility that the actual Framework Partnership Agreement could be modified in the case of organisations that are precluded from entering into contracts that foresee any joint and several liability in order to overcome this issue and allow such partners to be liable only for their own defaults?</p>	<p>Indeed, the contract concluded between the SJU and the consortium itself (represented by its coordinator) supersedes the consortium agreement concluded internally between the consortium members.</p> <p>As stated in the published Q & A, the consortium has a subsidiary joint and several liability towards the SJU (the primary responsibility being with the Coordinator).</p> <p>It is up to the consortium members to internally - amongst themselves - distribute the liability in a way that is agreeable to all its members. The SJU does not interfere in such internal agreements between the consortium members as long as the obligations imposed on the consortium in the Draft Framework Partnership Agreement is complied with.</p>
58	Volume 2 - Technical Information	The Invitation/section 7c asks for "detailed CVs of key personnel ...", the Guidelines section 3.3 points further out the need to present the candidate's research capacity. A researcher's academic CV could easily sum up to 20 pages. Would that be the level of detail needed for the SJU?	The SJU should have a clear understanding of the level and quality of resources made available. This information should be reasonable and manageable.
59	Liability	<p>We would like to know whether:</p> <ul style="list-style-type: none"> - a limited liability to a fix amount (e.g. 250k€) or - a limited liability to the value of the contract or - a liability only in case of wilful misconduct or gross negligence could be agreed. 	In the frame of the Framework Partnership Agreement to be awarded, the only limitation to the Associate Partner's liability concerns the scope (breadth and depth) of the Tasks to be performed under the awarded Lot as detailed in each mutually agreed and signed Specific Agreement. Neither a financial cap of the Associate Partner's liability nor a limitation of the liability to cases of wilful misconduct or gross negligence is acceptable to the SJU.
60	Areas of activity	In the ATM Master Plan Portal we do see certain work packages which are already done according their schedule (e.g. Low Power SSR Transponder (LPST), ended in 2010), however, we could not find any contract awarded for this work package. Therefore my question: Are future proposals for work packages in the ATM possible where the planned deadline is already passed?	At the time of the implementation of the Framework Partnership Agreement, the definition of the work to be done will be developed jointly with the SJU members. The work to be conducted will always be within the scope of the awarded Lot(s). This work will be undertaken in partnership with the SJU Members and their associates and subcontractors if necessary.
61	Financial Provisions	The funding scheme for direct costs is 75% for RTD activities and 50% for other activities. What is the scheme for overhead / indirect costs? Is there a fixed rate we could invoice (like 60% of the direct costs as it is the case for FP7 projects)? A billing of the actual indirect costs is not possible as different parts of the university (e.g. the central administration) will be involved, too.	<p>In accordance with Schedule 8 of the Draft Framework Partnership Agreement, the Indirect Costs may be identified according to one of the following methods:</p> <ul style="list-style-type: none"> - calculation of the indirect costs based on actual indirect costs for those Partners which have an analytical accounting system ; - Partners may opt for a flat rate of 7% of its total direct eligible costs, including its direct eligible costs for subcontracting. This flat rate shall be applied for the whole duration of the FPA. <p>Therefore in a case such as yours where you are unable to assess your actual Indirect Costs, you may opt for the fixed rate of 7% of your total direct eligible costs.</p>
62	Volume 3 - Financial information	According to Section 3.3.1 of the Guidelines for candidates, no financial data is required for the answer to this invitation for Associate Partner; financial data will only be required after an Associate Partner has been selected when a specific work package will be out for proposal.	<p>Please note that in accordance with Section 7. d) of the Invitation to submit a proposal, <u>candidates are required to submit a Volume 3 - Financial information as part of their proposal for Associate Partner of the SJU.</u></p> <p>Section 3.3.1 of the Guidelines for candidates only specifies that the financial data provided at the time of submission of a proposal in response to this call will not be subject to financial evaluation. This financial data will only be assessed in the light of the award criteria listed under Section 3.3 of the Guidelines.</p> <p>A financial evaluation will be performed at the moment of establishment of a Specific Agreement for the performance of a Task, in accordance with Article 3.2 of the DFPA.</p>

#	Subject	Questions	Answers
63	Participation of consortia - Power of attorney	<p>In chapter 2.1c of the guideline it is described how consortia shall qualify for the signature of the Framework agreement through a power of attorney. My question is what is expected from the consortium members during proposal phase? Is a power of attorney necessary as well or do the consortium members have to co-sign the proposal together with the lead company?</p>	<p>In accordance with Section 2.1 of the Guidelines for candidates, all members of the consortium are requested to provide, <u>at the time of submission of the proposal for Associate Partner of the SJU</u>, a Power of attorney signed by an authorised representative designating one of the partners as the Coordinator.</p> <p>In case of award, the Coordinator signs the Agreement on behalf of the other consortium members and the latter accede to the Agreement by signing the Accession Forms (Schedule 4 of the DFPA).</p> <p>In cases where the national legislation impedes a consortium participant to provide the SJU with a document signed by an authorised representative mandating the Coordinator to sign the Agreement on behalf of this consortium participant, please refer to the answer to question n°47.</p>
64	Content of Volume 2 (Technical Information) (new)	<p>In the invitation to submit a proposal, page 3, volume 2 It states "references related to previous experience in the relevant field(s).."</p> <p>We were wondering whether references here means:</p> <ol style="list-style-type: none"> 1) Citations to research papers (i.e. the academic paper meaning of 'references') 2) References from people we have worked with on these projects 3) Information referring to these projects, explaining what they were <p>We had assumed (3) was the case but would appreciate having it clarified please.</p> <p>If it could mean all of the above, then do you expect to see citations of research papers within volume 2, or should they be restricted to the CVs?</p>	<p>We confirm that meaning (3) is the correct interpretation, i.e., within the context of the lot being tendered for, the candidates are requested to submit a collection of relevant work that supports the assertion that the company or consortium has the expertise and experience necessary to bring a significant value-add to SESAR. We do not request 'references' in an academic paper sense nor supporting statements from previous customers.</p>