

**IF YOU HAVE NO AUDIO, PLEASE CHECK THE AUDIO MENU SETTINGS.
YOU HAVE TO EXPLICITLY CONNECT TO AUDIO. ITS NOT AUTOMATIC.**



Pre-Commercial Procurement towards Pan-European broadband mobile for
Public Safety

Request for Tender – Update

11th April 2019 1100-1200,

BroadWay project coord. team

www.broadway-info.eu

Public Safety Communication Europe (PSCE) Forum

www.psc-europe.eu



Today's agenda

- Simplification at Tendering stage
 - IPR Summary
 - Clarifications
 - Questions and Answers
 - Poll feedback
-
- Any further questions?

Motivation

- Significant Interest

But

- Concerns are mostly raised regarding Complexity and IPR

Simplifying Consortia preparation

- Understanding the Minimum Team
- Obligations through the phases

Tendering and next phases

Tender - for Design phase

Minimum team - Lead Contractor

Including:

- Mobile and/or Satellite Operator (lead, partner or subcontractor)
- Independent and Impartial Test and Evaluation (subcontractor(s)) including
 - Test and Validation (including Security Assurance)
 - Practitioner Evaluation Support

Tender Documents

Submit through:

www.publicprocurement.be

Administrative

- ESPD (Annex A) and Selection/Compliance/etc evidence for each consortium member and subcontractor that will be active in the Design phase

Technical

- Technical Offer (Annex B)
 - Approach to each objective (Impact on Challenge)
 - Project Management
 - Commercial Feasibility
 - Evaluation of Solution and Sustainability of Testing
 - Price

(max 55 pages, Appendix 8)

NOTE: You can skip one Sub-Objective (score 0) in each Objective.

PESAr13 and PESAr15 must be addressed and cannot score 0.

Financial

Financial Offer and Cost Breakdown (Annex C & D)

- Unit prices throughout
- Design Phase - Binding price
- Prototype and Pilot - Estimated Price

Language

Belgian Law requires official communication in French or Dutch.

Official language must be chosen (Annex E).

Technical Language is English.

Offer for Prototype and Pilot Phase

Minimum team - Lead Contractor

Same as design plus...

...those with appropriate skill base and IPR to deliver objectives

Phase Offer Documents

Submit directly to PSCE (on behalf of Lead Procurer)

Administrative

- ESPD (Annex A) and Selection/Compliance/etc evidence for new consortium members and subcontractors in the following phase

Technical

- Technical Offer (Annex B)
 - Approach for prototype or pilot against each objective taken forwards from the previous phase (Impact on Challenge)
 - Project Management
 - Commercial Feasibility
 - Evaluation of Solution and Sustainability of Testing
 - Price

(max 55 pages, Appendix 8)

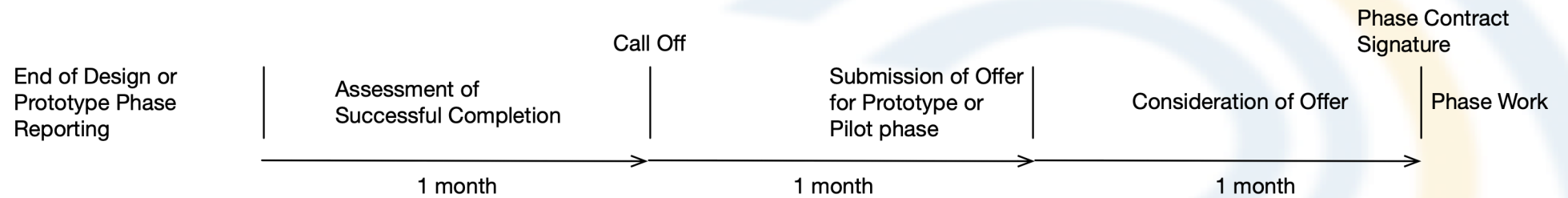
Financial

Financial Offer and Cost Breakdown (Annex C & D)

- Prototype and Pilot Phase - Binding price for the proposed phase

**Note: Subcontractors can be
involved in different teams**

Inter-Phase process



IPR

	Ownership	Notification (Contractors to LP/GoP)	Use by GoP	Commercial Exploitation by Contractor
<u>Foreground (Results)</u>	Sole property of Contractor (7.2.3)	Contractors to notify GoP at the end of each Phase (7.3.1).	License to use by each GoP member for a specific limited purpose (7.4.1, see below).	Contractors are contractually obliged to exploit (7.5).
	After 3 years : Contractors to assign ownership of IPR to GoP or grant non-exclusive licences to 3rd parties if best endeavours are not used by the contractor to exploit or usage is to the detriment of a public interest. It's not an automatic outcome, meaning it is only a right, not an obligation. Confirmation of exploitation must be made within 1 month of request which can only be made after 3 years (7.5.2)	In the event that Contractors do not wish to protect IPR of Results (7.3.2), Contractors must notify LP at least 6 months prior to expiration of or other loss of IPR rights.	License can be requested by any GoP member for use of Results, prototypes/pilots/Background on better than market terms (7.4.2)	A possible exploitation opportunity
	In the event that Contractors do not wish to protect IPR of Results (7.3.2) , Contractors must notify LP at least 6 months prior to expiration of or other loss of IPR rights, and transfer the IPR upon request of the LP (7.3.2).	In the event of any potential infringement or violation of IPR, Contractors to notify LP (7.3.2).		
<u>Background</u>	Sole property of Contractor (7.2.1)	Contractors to notify GoP 30 days after commencement of each Phase (7.2.2) and at the end of each Phase (7.3.1).	License to use Background attached to Results by each GoP member for a specific limited purpose (7.4.1, see below).	Yes.
			License can be requested by any GoP member for use of Results, prototypes/pilots/Background on better than market terms (7.4.2).	A possible exploitation opportunity
<u>Source Code</u>	Sole property of Contractor (7.2.1, 7.2.3)		Up to date source code of Results only under terms of licence (7.4.1)	Yes.
			License can be requested by any GoP member for use of Results, prototypes/pilots/Background on better than market terms (7.4.2).	A possible exploitation opportunity
<u>Prototypes and Pilots</u>	GoP and Contractors co-own own prototypes and pilots (7.2.4). IPR rights remain with the Contractor. GoP access rights via licence (7.4).		Yes	Yes. IPR rights remain with Contractors.

IPR

- Ownership

	<u>Ownership</u>
<u>Foreground (Results)</u>	Sole property of Contractor (7.2.3)
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IPR

- Notification

	<u>Notification (Contractors to LP/GoP)</u>
<u>Foreground (Results)</u>	Contractors to notify GOP at the end of each Phase (7.3.1). In the event that Contractors do not wish to protect IPR of Results (7.3.2), Contractors must notify LP at least 6 months prior to expiration of or other loss of IPR rights.
	In the event of any potential infringement or violation of IPR, Contractors to notify LP (7.3.2).
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<u>Source Code</u>	
<u>Prototypes and Pilots</u>	

IPR

– Use / Exploit

These are Rights,
not Obligations

	<u>Use by GoP</u>	<u>Commerical Exploitation by Contractor</u>
<u>Foreground (Results)</u>	<p>License to use by each GoP member for a specific limited purpose (7.4.1, see below).</p> <p>License can be requested by any GoP member for use of Results, prototypes/pilots/Background on better than market terms (7.4.2)</p>	<p>Contractors are contractually obliged to exploit (7.5).</p> <p>A possible exploitation opportunity</p>
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<u>Prototypes and Pilots</u>	Yes	Yes. IPR rights remain with Contractors.

Limited Use: 7.4.1 –

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The Contractor hereby on an individual basis grants to each GoP member, an irrevocable, unlimited, worldwide, fully paid up, royalty free, non-exclusive license and right to use the Results, including prototypes or pilot systems, and the Background for all uses by the BroadWay Group of Procurers of the Results for

the purpose of setting up, using, managing, and maintaining a European broadband mobile system, interconnecting new and existing public safety broadband mobile communication systems.

Clarifications

We'll run through

- <https://www.broadway-info.eu/rft-clarifications/>

Q&A

We'll run through:

- <https://www.broadway-info.eu/rft-questions-and-answers/>

Questioning process

- All Questions and Answers will be posted on the BroadWay website in 3-5 days. There are deadlines for questions.
 - 18th April – Deadline for asking Questions
 - 30th April – Deadline for our response
- <https://www.broadway-info.eu/rft-questions-and-answers/>
- Questions will be anonymized
- Send Questions to
 - secretariat@broadway-info.eu

Poll Feedback

- We discover
 - Significant interest
 - 2 statements of leading a tender
 - we anticipate there are more but not notified
 - Many want to be involved and state they need help to find those preparing for tender
- We will gather more information from suppliers and improve this view – despite short timing
- We will react if we need to
 - More events, active partnering, etc.

We won't make any official statement today, but will in the coming week



a.o.b. ?

Any Questions ?

The “**BroadMap**” project has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No. **700380**.

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