SHIELD PCP

Q&A document

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1. Questions from the webinar

1.1. Question 1

If we answer as a groupment, shall we push the signed NDA for all the actors of the groupment or each one has to do this action himself?

The NDA is to have access to the confidential annexes. So all information about the pilots, the requirements, etc. It needs to be signed per organisation.

1.2. Question 2

Is it possible to add more individual accounts to an existing economic operator on the Tuttogare platform?

The answer is no, it's not possible. The economic operator has just one official account with one username and one password, and that must be used for all the company or institution.

1.3. Question 3

Do questions need to be submitted through "Messages"? If these are email-like/private, will lists of questions and answers be published for all participants to see?

Yes. As a general rule, all questions related to the tendering procedure must be submitted through the Tuttogare platform, using the designated "Messages" function.

Although questions may initially be submitted privately through the platform, the answers to questions concerning the tender procedure will be made available to all participants. This is to ensure transparency, equal treatment, and that all economic operators have access to the same information when preparing their tenders.

The procedure is conducted fully digitally through the Tuttogare platform. Therefore, all formal communications, including requests for clarification, must be submitted via the platform. The relevant answers will be published so that all participants can consult them.

There may be limited cases where a response is provided privately, for example where an operator submits an NDA and requests access to a specific annex. However, for clarification questions relating to the tender documents or the procedure, the questions and answers will be published for all participants.

In addition, the Q&A from the webinar, as well as the questions received by the 23 June deadline, will be published on the Tuttogare platform and SHIELD PCP website. This ensures that no participant receives private or preferential information and that all participants have the same opportunity to prepare their offers.

Answers related to the restricted annexes will be shared only with the organisations that have signed the NDA and are entitled to access those annexes.

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1.4. Question 4

Can we apply some changes after our offer has been submitted?

Of course, you can cancel, withdraw your participation, or you can just change one document, one file. You can regenerate the financial offer on screen if you made any mistakes. Within the deadline established by the contracting authority.

1.5. Question 5

Is there a way to find more pre-commercial procurements? How could one find them?

You cannot find other PCP tenders on the Civipol Tuttogare platform unless Civipol decides to open a new PCP tender. So this is the Civipol platform.

1.6. Question 6

What is the expected value for Tax code field in Organization as physical personas don't have such a thing in most countries that would match validations?

The tax code is the business tax code. If you are a professional, that field is not mandatory, but the tax code is the company tax code.

Actually, that tax code field is not optional. It's mandatory. And we have tax code for companies, but not for physical persons. So should I use the company tax code that I'm representing?

On a general basis, if you're a company, you can enter your company tax code. And if you are a professional or a natural person, you can add your personal tax code. It usually works, but if you have any specific problems, you can contact the help desk.

1.7. Question 7

Could you please recall the details to form the consortium, the minimal number of applicants, the minimal number of countries represented, their minimal size, etc...

There is no minimum requirement in this regard. Suppliers may decide to submit an offer individually or to join forces with one or more other companies, provided that, collectively, they meet all the selection criteria and have the necessary capabilities to participate in the tender.

As regards territorial eligibility, as previously mentioned, participating entities must be established in Europe or in an associated country.

In principle, there is no minimum requirement concerning the composition of a consortium. From the buyers' perspective, each submission is treated as one offer, regardless of whether it is submitted by a single supplier or by a group of suppliers acting together.

1.8. <u>Question 8</u>

I still don't understand the IPR concept. SHIELD PCP is getting a non-commercial license, which allows them to use it for themselves, and to hand it over to other public organizations. If I understand this concept right, it means we will not be able to sell to them because they are getting it for free from the SHIELD PCP consortium.

The licence granted to the public buyers allows them to use the prototype for their own purposes. However, it does not allow them to provide the solution free of charge to other public organisations.

As indicated in the tender documents, the buyers may request that the supplier makes the solution available to other public organisations. However, this would have to be done under market conditions, and not free of charge.

Therefore, the supplier still retains the possibility to further develop, exploit, and commercialise the solution. The fact that the buyers receive a licence to use the prototype does not prevent the supplier from offering the solution to other organisations, including public organisations, under commercial terms.

In other words, the public buyers may use the prototype under the licence granted through the PCP procedure, but they cannot generate revenue from it or distribute it freely to other entities. The supplier remains free to commercialise the solution developed during the project.

1.9. <u>Question 9</u>

Two tests are meant to be executed without an internet connection. Are solutions expected to run completely on edge?

The requirement for two of the tests to be carried out without an internet connection is linked to the nature of the data involved, including personal data and CCTV data. For this reason, the processing environment must remain closed and must not be connected to the internet during the execution of the tests.

This does not necessarily mean that the entire solution must run exclusively on edge devices. The technical architecture may depend on the solution proposed by the supplier. For example, the solution may run on edge infrastructure, local servers, or another suitable offline architecture, provided that the processing of data during the tests takes place without an internet connection.

Internet access may be used for installation purposes, for example to download an executable file or installation package, where appropriate. However, once the tests are being executed and data processing begins, the solution must operate in a closed environment without internet connectivity.

1.10. Question 10

Could you please clarify the insurance requirements under SHIELD PCP? Does each consortium member need to have its own professional liability insurance policy, or is it sufficient for only the consortium lead (or one consortium entity) to hold such insurance? Could you also confirm the specific requirements regarding the policy, including any minimum coverage amount and the required scope of coverage?

The specific requirements are included in the framework agreement, TD2. There you can find all the information about the minimum coverage, the situations which will be covered, etc.

With regard to whether each consortium member must hold its own professional liability insurance policy, the requirement applies to the contractor as a whole, regardless of whether the offer is submitted by a single company or by a consortium. Therefore, provided that the consortium, as a contractor, has professional liability insurance that meets the requirements set out in the tender documents, this will be sufficient. It is not necessary for each individual consortium member to hold a separate policy, as long as the required coverage is ensured for the consortium as a whole.

1.11. Question 11

TD2 Clause 22.8 specifies that we have **unlimited** liabilities, and the whole consortium is liable. Can it be amended in any way, as this is very difficult to handle for SMEs?

At this stage, the clauses cannot be amended. The requirements set out in the tender documents therefore remain applicable as published.

We understand that some of these requirements may be challenging, particularly for SMEs. However, if you read the article, you will see that the situations are specific, and those are not all the kinds of situations that may arise.

Given the complexity of the challenge, certain capabilities are required in order to participate successfully. Where an SME considers that it may not have all the necessary capacities or resources on its own, we encourage it to explore the possibility of partnering with other organisations. By combining complementary expertise and capabilities, suppliers may still be able to meet the requirements and participate in the tender.

The procedure has been designed to be as SME-friendly as possible, while still reflecting the complexity of the challenge and the level of capability required to address it.

It is up to the consortium to decide how to distribute the rights and obligations among the partners.

1.12. Question 12

Regarding the Project Management role: can you please confirm whether the CV applies to the coordinator or all partners? Imagining that there is a consortium, do we need to ensure that the coordinator is able to provide the competence of a project

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manager able to lead this, or does every single partner have to prove that they have this kind of competence internally?

No. The requirement does not need to be fulfilled separately by each individual consortium member. For the purpose of the tender, the contractor is considered as one entity, regardless of whether the offer is submitted by a single company or by a consortium. Therefore, what must be ensured is that the contractor, as a whole, complies with the requirements set out in the tender documents. In the case of a consortium, this means that the consortium members may collectively meet the requirements. For example, if one company does not have a specific expert with the required years of experience in a given domain, it may partner with another organisation that can provide this expertise and thereby complement the consortium's overall capabilities.

The same principle applies to insurance requirements. The tender documents set out certain insurance obligations, but this does not necessarily mean that each consortium member must hold a separate insurance policy. It is sufficient that the consortium, as a whole, is covered in a way that meets the requirements specified in the tender documents.

How the consortium members distribute rights, obligations, responsibilities, intellectual property rights, or liability among themselves is an internal matter for the consortium. From the buyers' perspective, the key point is that the contractor collectively complies with the requirements of the tender.

1.13. <u>Question 13</u>

Are there any templates to submit the CVs?

There is no specific template for the CVs, so you can decide to submit in the template you prefer.

1.14. <u>Question 14</u>

What is the rationale for not consuming all the budget allotted to the contenders? This is questioning the rationale for establishing capped pricing and lower pricing, resulting in potentially not distributing all planned budget, as the SHIELD PCP shall observe contractually with the commission.

What we are aiming for is to ensure that suppliers remain somewhat competitive on price as well. Price accounts for 10 points, which is a relatively limited weighting, because this is a PCP and our main priority is to ensure the quality of the proposed solutions and their qualitative aspects. However, this formula still allows for some price competition, including in the next phases.

If additional budget becomes available, it may be transferred to the next phase. At that point, we will decide how that budget should be allocated. This will depend on several factors, including the number of offers received. For example, we may receive more offers than expected, and if there is sufficient additional budget, we may be able to fund another eligible offer. Alternatively, if fewer suppliers participate, or if some suppliers are not eligible or do not comply with all the requirements, we may have remaining budget that can be redistributed in the upcoming phases.

As mentioned earlier, the weighted award criteria are fixed. However, the weighting and other relevant aspects may be adjusted in the upcoming phases, where permitted. If such a situation arises, we will address it when launching the call-off for phase two or phase three, and we will make sure that these considerations are duly taken into account.

1.15. Question 15

By default, the IPR is for the suppliers and if we share it with the end customer and user, there's a discount. I didn't really get the idea. If you can please go back to it.

In this case, there is no shared IPR. Under the pre-commercial procurement procedure, suppliers are contracted to provide research and development services for the development of a solution. The default position would normally be that, since the public buyers are financing the R&D work, the intellectual property rights generated through that work would belong to the public buyers. In such a scenario, the supplier would be paid for developing the solution but would not retain ownership of the resulting IPR.

For this reason, suppliers are requested to submit a real price reflecting the full cost of providing the R&D services under a model where the ownership of the resulting intellectual property would be transferred to the public buyers.

However, in this procurement, we prefer to apply a different approach. Suppliers may retain ownership of the intellectual property rights and may further develop, exploit, or commercialise the solution at their own discretion. In return, the buyers must receive a licence to use the prototype.

Since the supplier retains ownership of the IPR and therefore benefits from the possibility of future exploitation and commercialisation, the price cannot be the same as in a scenario where the supplier does not retain any ownership rights. This is why suppliers are asked to provide both the full real price and a discounted price reflecting the fact that they will retain the intellectual property rights.

We can decide not to provide a price with a shared IPR. We can only give the right to use the license, but we can refuse to provide the price where we share the IPR with the customer.

You don't share it, you keep it yourself. And you need to provide this discount because it's like that in the tender document. So you need to provide a discount at minimum 10%, but everything is stated in the call for tenders.

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1.16. Question 16

I understand the fact that you want the company to keep the IPR, but can we provide a solution where we develop some part of the software which is open source and where we not keep the IP to ourselves?

Suppliers may decide at the end of the procedure that they do not wish to retain the intellectual property rights and may instead allow the buyers to take ownership of them. However, regardless of the final decision, suppliers must provide both prices in their offer. This is because the procurement conditions are the same for all participants and are based on the assumption that the supplier will retain ownership of the IPR. If, at the end of the procedure, a supplier decides not to keep the IPR, this is acceptable. However, the ownership model must still be properly reflected in the proposed pricing, which is why both the real price and the discounted price are required.

1.17. Question 17

Can part of the delivery be open-source software? Can we develop an open-source software and deliver it by the end of the project? Or is it mandatory to have closed-source software with IPR to be kept by the company? (to develop the solution and release it under an open-source license, at least part of it).

Yes. The proposed solution may include proprietary or open-source software components, and it is also permissible to develop new software during the PCP and release all or part of it under an open-source licence.
Under the PCP model, there is no requirement that software developed during the project be closed-source or proprietary. The key requirement is that the supplier must have the necessary rights to use, develop, license, maintain and commercially exploit the results generated during the contract. PCP generally allows suppliers to retain ownership of the intellectual property rights (IPR) generated through the R&D activities, while granting the procurers the access and usage rights defined in the procurement documents.
Accordingly:

- Solutions may be based on a combination of proprietary and open-source components.
- Newly developed software may be released under an open-source licence, provided that:
    - the tenderer clearly identifies the applicable licence(s);
    - the chosen licence does not conflict with the rights granted to the Buyers Group under the PCP contracts;
    - the tenderer remains able to fulfil all contractual obligations regarding maintenance, support, further development, security and exploitation of the solution.
- The use of third-party open-source components must comply with their respective licence terms and must not create legal restrictions that would prevent the procurers from exercising the rights foreseen in the PCP contracts.

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2. Questions from the Tuttogare platform

2.1. Question 1

We would appreciate clarification regarding the scope of the royalty-free, non-exclusive licence granted to the Public Buyers Group under Article 8.19 of the Framework Agreement.

While we understand that ownership of the Results remains with the Contractor, we would like to better understand the practical scope of the usage rights granted to the Public Buyers Group and its affiliated entities.

In particular, we would appreciate clarification on the following points:

1. User scope

Is the licence limited to a specific number of users, operators, workstations or operational centres? If not, should it be understood as an unlimited institutional licence for internal non-commercial use?

The licence granted to the Public Buyers Group (PBG) is not subject to any cap on the number of users, operators or operational centres. Under sections 2.5.1 and 8.19 of TD1, the Contractor retains ownership of the intellectual property rights in the results; the PBG receives a non-exclusive royalty-free, irrevocable, worldwide licence, of indefinite duration, to use the results for its own purposes on a non-commercial basis, extended to its affiliated entities. This licence is therefore equivalent to an institutional licence for internal non-commercial use, the scope of which is defined by the nature of the use (non-commercial, own use) rather than by a number of users or seats. It does not extend to commercial exploitation, which falls within the rights retained by the Contractor (paragraph 8.20 of TD1). By consequence, all costs linked to the development and exploitation will be paid by the operator.

2. Organisational scope

Which entities are considered "affiliated entities" of the Public Buyers Group members? Does this include all departments, agencies, operational units and public bodies under the authority or control of the respective Ministries of Interior? Can the licence be extended to additional public organisations that were not directly involved in the PCP?

As stated in Article 8.19 of the Framework Agreement (TD2), the term "affiliated entities" refers to entities that are under the direct or indirect control of members of the PBG, or under the same direct or indirect control as members of the PBG, or directly or indirectly controlling members of the PBG. The number of departments, agencies or units that could be considered as affiliated entities will depend on the internal organisation of the public buyers.

The Lead Procurer or the members of the PBG can request the Contractor to grant a non-exclusive and non-sub-licensable license to other public entities that are not affiliated to them under FRAND (Fair, Reasonable and Non-Discriminatory) conditions. Please see Article 8.26 of the Framework Agreement (TD2).

3. Deployment scope

Is the Public Buyers Group entitled to deploy the solution at multiple sites, command centres and operational locations without limitation? Are there any restrictions regarding the number of installations or operational environments where the solution may be used?

A distinction must be drawn between the scope of the R&D services procured and the scope of the use licence. The testing and validation activities carried out under the PCP are confined to the three pilot sites defined by the Annex V of TD1 (Madrid, Zilina, Paris Gare du Nord). The use licence granted to the PBG under sections 2.5.1 and 8.19 of TD1 is not subject to any limitation as to the number of sites, command centres or operational environments: it expressly permits internal operational use of the results by the PBG members and their affiliated entities, for non-commercial purposes and for their own use. Any large-scale commercial deployment would fall outside the scope of this PCP and, where applicable, could be subject to a separate procurement procedure (e.g. a PPI)

Third-party access

Under what circumstances may contractors, subcontractors or service providers acting on behalf of the Public Buyers Group access or use the Results? May such third parties operate the solution on behalf of the Public Buyers Group?

Contractors, subcontractors or service providers acting on behalf of the PBG would only be entitled to use non – commercially the results if this is strictly necessary to implement ongoing or future contracts based on or that need to integrate the PCP results.

Please see Article 8.19 of the Framework Agreement (TD2): Non-commercial use includes, but is not limited to, testing, validation, piloting, internal operational use, training, and preparation of future procurements, provided that such use does not involve commercialization of the Results.

5. Commercial boundary

Could the Public Buyers Group provide the solution, or parts thereof, to other public authorities, agencies or organisations outside the SHIELD PCP consortium? Are there any restrictions preventing redistribution, replication or wider deployment beyond the original Public Buyers Group members and their affiliated entities?

Contractors are encouraged to commercially exploit the results after the PCP. As stated in Article 12 of the Framework Agreement (TD2), the Contractor must exploit the results in the period of two (2) years after the end of the PCP. Therefore, there are no limitations concerning the redistribution, replication or wider deployment beyond the PBG members and their affiliated entities.

Pursuant to Article 8.19 of the Framework Agreement (TD2), the PBG (including their affiliated entities) is granted a royalty-free, non-exclusive and non-commercial licence to use the Results for their own purposes. This right does not include unrestricted redistribution or commercial deployment to third parties.

The provision of the solution (or parts thereof) to public authorities or organizations outside the PBG and its affiliated entities is possible only under the conditions set out in Article 8.26 of the Framework Agreement (TD2). Please see a reply to question2.

6. Background IP and integrated platforms

Can the SHIELD PCP consortium confirm that the licence granted under Article 8.19 applies only to the Results generated under the PCP and does not grant any rights over the Contractor's pre-existing Background IP, proprietary platforms, software components, middleware, services or other technologies identified as Background?

Parties (contractors and public buyers) are required to grant each other indefinite royalty-free, non-exclusive, irrevocable and non-sublicensable license to use their background information to the extent necessary for the performance of the tasks assigned to them in the PCP. This does not affect the ownership of the background IPR.

During the execution of the three PCP phases, the PBG will have the right to use the relevant background information non-commercially for free for the performance of the tasks assigned to them in the PCP. Non-commercial use includes, but is not limited to, testing, validation, piloting, internal operational use, training, and preparation of future procurements, provided that such use does not involve commercialization of the results.

Please see Article 8 of the Framework Agreement (TD2).

2.2. <u>Question 2</u>

Is there a reference architecture that we should comply with, or are we expected to propose it as part of our design?

At this stage, no reference architecture is being prescribed by the Buyers Group.

Tenderers are expected to propose their own solution architecture as part of their technical design, demonstrating how their approach addresses the functional, technical and operational requirements defined in the tender documentation.

2.3. Question 3

Is integration into a command and control centre foreseen? If so, what latency requirements are expected?

Certain degree of interoperability with C2 is expected, a minimum in order to assess and validate functionality.

The tender documents do not define quantitative target values for latency, data throughput, or the number of concurrent video/sensor streams under sub-criterion A.1.14 (Performance & Latency).

Tenderers are expected to specify and justify the performance targets of their proposed solution and benchmark them against demonstrated market baselines or comparable operational deployments. The proposed performance should be supported by appropriate evidence, measurements, or references where available.

2.4. Question 4

The Madrid pilot scenario involves a “weaponized drone attack”, whereas award sub-criterion A.1.4 refers only to “drone data integration” and fusion of drone-related information from existing site systems. Could the PBG confirm whether active counter-UAS capabilities (RF detection, jamming, spoofing or kinetic neutralisation) are within the scope of the solution to be developed, or whether the requirement is limited to detection and data fusion with the site’s pre-existing anti-drone systems?

The requirement is limited to drone data integration and fusion with the site’s pre-existing authorised drone detection and counter-UAS systems.

Active counter-UAS capabilities, such as RF detection, jamming, spoofing, kinetic neutralisation, or any other mitigation capability, are not within the scope of the solution to be developed by contractors under the PCP.

For the Madrid pilot scenario, any authorised existing drone detection and counter-UAS systems will be provided by the Spanish National Police, as the leader of the relevant pilot. The contractor’s role is to integrate, ingest, normalise, harmonise, fuse, and visualise drone-related data received from those existing systems, in order to support a unified operational picture within the Common Operational Picture.

2.5. Question 5

Will Annex VII define mandatory minimum performance thresholds per requirement, or only the capability descriptions summarised in the award criteria? Specifically, does each of the 17 A.1 subcriteria carry an individual minimum threshold, or does only the aggregate Section A threshold (35 of 70 points) apply for a tender to remain eligible?

Annex VII will not further define additional minimum performance thresholds for each requirement. The annex, in its current form, is the final version.

The applicable thresholds are those indicated in the weighted award criteria table (see section 3.5 of the Call for Tenders – TD1). Each subcriterion listed in that table has its own minimum threshold, where such a threshold is specified. For example, subcriterion A.1.1, "Level of match with Common Operational Picture & Dashboards", has a minimum threshold of 6 points. The same logic applies to the other subcriteria listed in the table.

Therefore, tenders must meet the minimum thresholds indicated for the relevant individual subcriteria, as set out in the weighted award criteria table. Failure to meet a minimum threshold will lead to the exclusion of the tender.

2.6. Question 6

Does Annex VII specify quantitative targets for the "tight latency targets", data throughput and number of concurrent video/sensor streams referenced in sub-criterion A.1.14 (Performance & Latency)? If so, can those figures be shared?

No. Annex VII does not define quantitative target values for latency, data throughput, or the number of concurrent video/sensor streams under sub-criterion A.1.14 (Performance & Latency).

Tenderers are expected to specify and justify the performance targets of their proposed solution and benchmark them against demonstrated market baselines or comparable operational deployments. The proposed performance should be supported by appropriate evidence, measurements, or references where available.

2.7. Question 7

For the "open, standards-based architecture" (A.1.6), are there specific European interoperability standards or data models the PBG expects the solution to comply with (e.g. OGC, CAP for alerting, MQTT/DDS, NIEMstyle schemas, relevant STANAGs)?

No specific interoperability standards or data models are mandated under sub-criterion A.1.6.

Tenderers are free to propose the standards and technologies they consider most appropriate to achieve an open, standards-based architecture. The proposed approach should clearly demonstrate how it supports interoperability, scalability, and integration with heterogeneous systems and third-party solutions.

2.8. Question 8

TD1 states that site visits will be organised prior to the Phase 3 on-site testing. Given that Phase 1 (3 months) requires a complete architecture and design, will tenderers have

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any opportunity to access site information, surveys or a familiarisation visit before or during Phase 1, rather than only before Phase 3?

Architecture design can be discussed during the meetings in phase 1 and more detailed during phase 2 visits for the Slovakian and French pilots.

For the Spanish tests and pilots, information (and possible site visit) regarding the testing sites will be shared during the phase 1 kick-off meeting.

2.9. Question 9

Annex III restricts the SNCF video dataset to Phase 3 and to anonymised/consented data. Will any representative datasets (video, sensor data, floor plans) be made available during Phases 1–2 for design and prototype training?

During Phases 1 and 2, representative datasets will be made available to support solution design, development, and prototyping activities. These datasets may include:

- Selected snapshots and short video sequences captured in the operational environment, ensuring that no travellers or other identifiable individuals are visible in the images or videos (videos without any travellers)
- Relevant floor plans and site layout information necessary for solution design and integration planning.

Full operational video datasets containing anonymised or consented personal data, as described in Annex III, will only be made available during Phase 3 and in accordance with the applicable data protection requirements.

Prototype training needs to be done on data from prototype development in phase 2 with Spanish installation.

2.10. Question 10

Given the GDPR and data segregation constraints, will the buyers provide anonymized, prerecorded operational datasets (e.g., CCTV feeds from the stadiums) during Phase 1 and 2 to allow accurate calibration of the video and behavioural analytics engines prior to live deployment?

For French pilot:

During Phases 1 and 2, representative datasets will be made available to support solution design, development, and prototyping activities. These datasets may include:

- Selected snapshots and short video sequences captured in the operational environment, ensuring that no travellers or other identifiable individuals are visible in the images or videos (videos without any travellers)
- Relevant floor plans and site layout information necessary for solution design and integration planning.

Full operational video datasets containing anonymised or consented personal data, as described in Annex III, will only be made available during Phase 3 and in accordance with the applicable data protection requirements.

For Spanish pilot:

The idea is for the images to be from a real-world environment, captured by the cameras deployed by the contractor during the pilot.

For Slovak Pilot:
During Phases 1 and 2, representative datasets will be made available to support solution design, development, and prototyping activities. These datasets may include:

- Selected snapshots and short video sequences captured in the operational environment, ensuring that no identifiable individuals are visible in the images or videos
- Relevant floor plans and site layout information necessary for solution design and integration planning.
- Real video captured during the course of a football match will be available during testing in phase 3

2.11. <u>Question 11</u>

Requirements mandate that contractors supply, install, and retain ownership of all hardware for Phase 2 and Phase 3. Are contractors expected to physically relocate the hardware used during Phase 2 at the testing lab to the Phase 3 operational sites, or must we budget for separate, parallel hardware setups?

Contractors are expected to physically relocate the hardware used during Phase 2 at the testing lab to the Phase 3 operational sites.

Therefore, contractors are not required to budget for separate, parallel hardware setups. The hardware supplied and installed for Phase 2 should be planned so that it can be transferred and deployed at the relevant Phase 3 operational sites when possible based on the phase 3 pilot installation constraints and needs.

2.12. <u>Question 12</u>

The Phase 2 and Phase 3 financial estimates submitted in Envelope C during Phase 1 will act as a binding maximum cap?

Yes. The financial estimates submitted in Envelope C for Phase 2 and Phase 3 will constitute the binding maximum budget cap for those phases.

When submitting offers for the Phase 2 and Phase 3 call-offs, providers may not propose a budget higher than the amounts included in their tender offer in Envelope C. Therefore, tenderers should ensure that the financial estimates submitted at Phase 1 accurately reflect the maximum budget they may require for the subsequent phases

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2.13. Question 13

For a consortium submission involving multiple partners with distinct software contributions, should this discount be presented as a single aggregated percentage for the entire platform, or must each partner break down their individual IPR discount item-by-item?

Tenderers need to indicate in their financial offer the total discount resulting from the IPR distribution (see section 4.5 of the Call for Tenders - TD 1). The financial compensation should refer to the aggregated solution.

2.14. Question 14

May I know if some part of the results of the project (software) may be disclosed under an opensource license?

Yes. The proposed solution may include proprietary or open-source software components, and it is also permissible to develop new software during the PCP and release all or part of it under an open-source licence.
Under the PCP model, there is no requirement that software developed during the project be closed-source or proprietary. The key requirement is that the supplier must have the necessary rights to use, develop, license, maintain and commercially exploit the results generated during the contract. PCP generally allows suppliers to retain ownership of the intellectual property rights (IPR) generated through the R&D activities, while granting the procurers the access and usage rights defined in the procurement documents.
Accordingly:

- Solutions may be based on a combination of proprietary and open-source components.
- Newly developed software may be released under an open-source licence, provided that:
    - the tenderer clearly identifies the applicable licence(s);
    - the chosen licence does not conflict with the rights granted to the Buyers Group under the PCP contracts;
    - the tenderer remains able to fulfil all contractual obligations regarding maintenance, support, further development, security and exploitation of the solution.
- The use of third-party open-source components must comply with their respective licence terms and must not create legal restrictions that would prevent the procurers from exercising the rights foreseen in the PCP contracts.

2.15. Question 15

Regarding the deployment architecture of the solution:

1. Are there any constraints or preferences regarding the expected deployment model (On-Premises, Private Cloud, Public Cloud or Hybrid Architecture)?

2. Are certain components of the solution required to be deployed within the infrastructures of the pilot sites or participating authorities?
3. Is the use of external cloud services permitted during testing phases and operational pilots?
4. Are there any specific requirements regarding data sovereignty, data residency or hosting infrastructure certifications?
5. Should contractors plan for autonomous operation capabilities in disconnected environments or in situations where connectivity between solution components is limited?

For French pilot:

1) On premises
2) The solution needs to be installed and tested on pilot site
3) No cloud services
4) Data must stay in Europe
5) It is up to the contractor to decide the best solution to address the requirements

For Spanish pilot:

6) On premises
7) The solution needs to be installed and tested on pilot site
8) No cloud
1) Those stipulated in the legal tender documents
2) Yes, although we do not believe it will be necessary for future procurement and adaptation to different public buyers, it is required during both the testing and pilot phases.

For Slovak pilot:

3) On premises
1) The solution needs to be installed and tested on pilot site
2) No cloud services
3) Data must stay in Europe
4) It is up to the contractor to decide the best solution to address the requirements

2.16. Question 16

Annex III lists a Spanish Ministry of Interior pre-existing platform (ISF "PROTECT PUBLIC SPACES") for real-time data collection/processing and AI image/audio analysis, available under a free non-exclusive licence. Could the PBG clarify (i) whether integration with this platform is expected or required, (ii) whether its APIs/specifications will be made available during Phase 1, and (iii) the functional boundary between this platform and what must be developed in the PCP, to avoid duplication?

For the Spanish pilot:

(i) integration with this platform is NOT expected or required,

(ii) its APIs/specifications will NOT be made available during Phase 1 unless considered required and necessary, under equal treatment of all contractors, and

(iii) the functional boundary between this platform and what must be developed in the PCP, to avoid duplication?

That cannot be further explained on this stage of the process, since it is not expected of contractors to integrate with this platform.

2.17. Question 17

Q: I have a question: is our company allowed to participate in the tender for only one of the three use cases included in the preliminary documents? I couldn't find this information in the tender details.

Are the €90,000 per contractor intended for all three use cases? Or would it still apply if we submit only one use case?

The amount of 90,000 euros is the maximum amount that a contractor can receive in Phase 1 - Solution Design. During Phase 1, contractors are expected to elaborate the solution design by determining the approach to be taken to develop the new solutions and demonstrating the technical, financial and commercial feasibility of the proposed concepts and approach to meet the procurement need.

The proposed solution should comply with the conditions described in the Call for Tenders (TD1) and, in particular, with the list of technical requirements detailed in Annex VII. Therefore, only solutions that address the challenge in its entirety will be accepted.

2.18. Question 18

I already have the confidential annexes and I would like to share this information with the rest of the participants within the group of economic operators that will participate jointly in the tender. Should they also sign the NDA with the procurer, or is it enough if they sign the same NDA just with us as Lead tenderer?

Each different economic operator that will participate jointly in the tender has to sign the same NDA with you, ad Lead tenderer. Please note that, in this case, you are responsible of any breach of confidentiality.

2.19. Question 19

After revising the confidential annexes, I would need to ask for clarification in some of the information provided. Yesterday during the webinar I understood that the questions will be published publicly, therefore, if they are related to confidential

information, is there any restriction?
If any question is related to confidential information and contains confidential elements, the question and answers cannot be published publicly. There will be two Q&A documents; one open to everybody, and another restricted to the suppliers who signed the NDA.