



Call for Expression of Interest

Chair of the SESAR Performance
Partnership (SPP) Group

Ref. SJU/LC/0073-CEI

12th March 2012

Table of Contents

1	INTRODUCTION.....	2
1.1	THE SESAR PROGRAMME.....	2
1.2	THE SESAR JOINT UNDERTAKING	2
1.3	THE SESAR OPERATIONAL PERFORMANCE PARTNERSHIP GROUP	2
1.3.1	<i>Purpose.....</i>	2
1.3.2	<i>Composition.....</i>	2
1.3.3	<i>Activities.....</i>	2
1.3.4	<i>Chair.....</i>	3
2	PURPOSE OF THIS CALL FOR EXPRESSION OF INTEREST	3
3	REQUIREMENTS.....	3
3.1	ELIGIBILITY	4
3.2	LANGUAGE SKILLS.....	4
4	SUBMISSION OF APPLICATIONS.....	4
4.1	DEADLINE FOR APPLICATION AND REQUIRED DOCUMENTATION	4
4.1.1	<i>Documents required to evaluate exclusion criteria.....</i>	5
4.1.2	<i>Documents required to evaluate technical and professional capacity.....</i>	5
4.2	EXPIRY DATE OF THE LIST	5
4.3	OTHER INFORMATION.....	5
5	SELECTION	6
6	SIGNATURE OF THE SERVICE CONTRACT	6
7	PROMOTION OF EQUAL OPPORTUNITIES	6
8	ACRONYMS AND TERMINOLOGY	6
APPENDIX A	DECLARATION ON HONOUR	8
APPENDIX B	SJU SPP CHAIR FORM.....	9
APPENDIX C	TERMS OF REFERENCE OF THE SESAR PERFORMANCE PARTNERSHIP GROUP	1
APPENDIX D	DRAFT CONTRACT	7

1 Introduction

1.1 The SESAR Programme

Single European Sky ATM Research (SESAR) is the name given to the collaborative project that is intended to completely overhaul the European airspace and its Air Traffic Management (ATM).

SESAR aims at developing the new generation air traffic management system capable of ensuring the safety and fluidity of air transport worldwide over the next 30 years. Its first phase (the Definition phase) delivered the ATM master plan that defines the content, the development and deployment plans of the next generation of ATM systems. The Development phase (2008-2016) will produce the required new generation of technological systems, components and operational procedures as defined in the SESAR ATM Master Plan and Work Programme. The Deployment phase (2014-2020) will see the large scale production and implementation of the new air traffic management infrastructure, composed of fully harmonised and interoperable components guaranteeing high performance air transport activities in Europe.

1.2 The SESAR Joint Undertaking

Taking into account the number of actors involved and the financial resources and technical expertise needed, a legal entity, the SJU was created under Article 187 of the Treaty on the Functioning of the European Union to manage the funds assigned to the SESAR project during its Development Phase.

One of the main missions of the SESAR Joint Undertaking is to ensure the modernisation of the European Air Traffic Management system through the coordination and concentration of all relevant research and development efforts. The SJU is, in particular, responsible for the implementation of the EU ATM Master Plan and for carrying out specific activities aimed at the development of a new generation air traffic management system capable of ensuring the safety and fluidity of air transport worldwide over the next thirty years (more information about the ATM Master Plan can be found at <https://www.atmmasterplan.eu/>).

Further information on the activities of the SJU is available at www.sesarju.eu.

1.3 The SESAR Operational Performance Partnership Group

1.3.1 Purpose

The SPP Group was set up by the SJU in 2008. Its main objective is to support the SJU Executive Director in its decision making process potentially leading to changes of the EU ATM Master Plan. More details on the objectives and functioning of the SPP Group are provided in the Terms of Reference (hereinafter referred to as "ToR") of the SPP Group attached hereto as Appendix C.

1.3.2 Composition

The SPP Group consists of members representing the interests of the main operators in the European ATM system. It is grouping together thirteen (13) representatives coming from European civil airspace user associations, Air Navigation Service Providers (ANSPs), European Airports, the Military and professional ATM staff associations.

1.3.3 Activities

The SPP Group is a forum exclusively dedicated to the endorsement of proposed decision and to the provision of advice to the Executive Director of the SJU. The recommendations given by the SPP Group are amongst other the basis of change proposals to the EU ATM Master Plan by the Executive Director.

Moreover, the “buy-in” by all the represented stakeholders is considered to be a key element in the process for the adoption of the EU ATM Master Plan by the SJU Administrative Board and its execution. The same applies to any other relevant decision submitted to the SPP for endorsement.

Furthermore, the SPP Group is established in view of:

- Analysing and taking into consideration the views and interest of the ATM stakeholders regarding the necessary changes to the ATM Master Plan;
- Ensuring transparency, common understanding, participation and related commitment of the stakeholders represented regarding the ATM Master Plan, SESAR Conops and proposed ATM system architecture;
- Advising on necessary performance trade-offs;
- Endorsing the necessary changes to the ATM Master Plan and, by such, ensuring the necessary buy-in during the conduct of the SESAR Development Phase activities and preparing the formal approval process; and
- Providing ad-hoc support for the organisation of a consultation of the aviation industry by the SJU.

1.3.4 Chair

In accordance with Section IV (a) of the terms of reference of the SPP Group, the Chairperson of the SPP Group shall be entrusted to a personality who has an airspace user background. S/He shall act as a moderator and mediator. S/He shall look, to the extent possible, for a consensus between the SPP Group members during and between the meetings in order to resolve any specific issues and difficulties.

The Chairperson of the SPP shall be appointed for a period of twelve (12) months renewable two (2) times for a maximum period of thirty-six (36) months upon proposal of the SJU Executive Director and approval by the members of the SPP.

2 Purpose of this Call for Expression of Interest

The Chairperson of the SPP Group has been appointed for a term that ends by the end of the second quarter of 2012.

In order to ensure the appointment of a new Chairperson by the summer 2012, the SJU is launching the present call for expression of interest procedure. Upon proposal by the SJU Executive Director, the appointment of the new SPP Chairperson should be previously endorsed by the SPP Group participants, in accordance with the Terms of Reference of the SPP Group attached hereto as Appendix C.

Candidates who consider that they comply with the selection criteria listed in Section 3 below are invited to submit their expression of interest in accordance with the documentation required in the present specifications.

As a result of this call for expressions of interest, the SJU may:

- establish a list of maximum three (3) candidates who possess the necessary qualifications to chair the SPP Group activities (refer to section 1.3.3 above);
- select from the aforementioned list of candidates and propose a candidate to the SPP Group for the role of Chairperson in accordance with the appointment procedure established in the Terms of Reference of the SPP Group;
- place a direct service contract with the candidate has been appointed in accordance with the Terms of Reference of the SPP Group. This contract shall have a duration of 12 months, renewable 2 times for a total maximum duration of 36 months.

3 REQUIREMENTS

The SJU is looking for highly skilled, prospective, tactful but assertive candidates for the role of Chairperson of the SPP Group.

In particular, the Chairperson of the SPP Group shall

- prepare SPP Group meetings,
- ensure that SPP Group representatives have an opportunity to express their point of view,
- steer discussions,
- facilitate consensus within and/or between stakeholder groups in the process of developing common positions, in particular but not only, for the EU Master Plan proposed updates and changes,
- ensure that recommendations made to the SJU Executive Director give a clear overview of the discussions held, issues raised and consensus found or not.

Furthermore, the Chairperson shall assist the SJU in the performance of additional relevant activities and shall, to this extent, conduct its work in compliance with any relevant SJU guidelines made available by the SJU. All relevant information/documentation will be made available to the Chairperson by the SJU sufficiently in advanced to the start-up of its activities, subject to the signature declarations on confidentiality, commitment and conflict of interest (see SJU Administrative Board Decision ref. SJU/AB/08/08/DOC/03 regarding “*Confidentiality, independence and management of conflict of interest of the SJU bodies*” dated 1st December 2008).

Administrative Support including Secretariat will be provided by the SJU.

3.1 Eligibility

This call for expressions of interest is open to any individual person, including those with an active employment contract, of any nationality who satisfies the requirements set forth below. Candidates shall:

- Have a university degree or a comparable professional qualification,
- Have a minimum of 15 years professional experience, and
- Have, or recently have had, a senior economic and operational authority in an airline.

The SJU reserves the right to request any additional documentary evidence to the one already referred to under Section 4.1.2 below if it deems necessary in order to verify applicants' skills and knowledge as well as references to current and previous employers.

Please note that it is the responsibility of the applicant to inform the SJU immediately of any changes to their administrative and technical details which would result in a change to their original application.

3.2 Language skills

The working language of the SJU is English.

The candidates shall have a professional knowledge of the English language, in particular ability to chair high level meetings, present results to senior officials of private and public entities and organizations, draft high level reports for the attention of the Administrative Board Members, etc.

The knowledge of any other European language will be considered as an advantage.

4 SUBMISSION OF APPLICATIONS

4.1 Deadline for application and required documentation

Candidates who consider to comply with the requirements of Section 3 above are required to submit by e-mail only to sppchair@sesarju.eu the documents indicated in Sections 4.1.1. and 4.1.2. below **by 15 April 2012** at the latest. Documentation submitted after this date will be considered not acceptable and automatically destroyed.

4.1.1 Documents required to evaluate exclusion criteria

Applicants must provide a declaration on their honour (see Appendix A), duly signed and dated, stating that they are not in one of the situations of exclusion indicated therein.

4.1.2 Documents required to evaluate technical and professional capacity

Candidates shall submit by email, if possible in PDF or similar format if possible, the following documents:

- a motivation letter of maximum two pages where to indicates the main reasons why the candidates considered to be suitable for the position of the Chairperson and which is the motivation justifying it;
- the SJU SPP Chair Form attached hereto as Appendix B, duly completed with particular regard to the elements related to the requirements mentioned in Section 3 above;
- a curriculum vitae in EU format (available at: <http://europass.cedefop.europa.eu/en/documents/curriculum-vitae>)
- for candidates with an active employment contract, a letter from their employer supporting the candidature and agreeing on the necessary time availability to perform the SPP Chairperson tasks.

The title and exact reference of this call for expression of interest should be indicated in the subject of the e-mail.

Applications where the format and/or content of the Europass CV and/or Expert application have been modified may be deemed void.

The candidate shall authorize the SJU to use the personal and professional data provided within the context of the SPP Chair selection process object of this procedure.

Please note that the information provided in your application is subject to EU legislation on protection of personal data and confidentiality of information. For this purpose, please refer to the [Privacy Statement](#) published on the SJU's website: <http://www.sesarju.eu/about/procurement>.

4.2 Expiry date of the list

The list of the three most suitable candidates established by the SJU shall be valid until 31 December 2015. Where the contract with the selected Chairperson would be terminated by one of the parties before its deadline in accordance with the relevant contractual procedure, the SJU reserves the right to propose to the SPP Group one of the two remaining candidates in the list or to launch a new call for expression of interest.

4.3 Other information

No correspondence will be exchanged on the status of the procedure except following final decision, positive or negative. Candidates are therefore formally requested not to enquire about the progress of their application neither by email, telephone, fax nor by letter.

5 SELECTION

Only candidates that provided the requested documentation duly completed by the deadline and in the form set forth in Section 4 will be assessed in accordance with the criteria and requirements established in the call for expressions of interest and in accordance with the principles of transparency, non-discrimination and equal treatment.

The assessment of the candidatures is planned during the month of May 2012, by a panel appointed by the Executive Director. The SJU may organise interviews in order to make its decision. Candidates invited to the interview will be informed of the date at least 10 working days in advance and the relative costs reimbursed in accordance with the mission rules applicable to candidates attached hereto as Appendix E.

All candidates will be informed of the result of their candidature and the selected Chairperson as well as the list of short-listed candidates published on the SJU website.

Queries relating to the information published in the present call for expressions of interest regarding the procurement procedure should be sent in writing to the following e-mail address: procurement@sesariju.eu. Candidature received at this address will be disregarded and destroyed.

Information about the outcome of the selection procedure shall be made available to applicants at the latest 6 months after the SJU, in writing, acknowledged the receipt of the application.

6 SIGNATURE OF THE SERVICE CONTRACT

A Contract may be signed between the SJU and the selected SPP Chairperson or, if s/he has an active employment contract and s/he is made available by the employer, by an authorised representative of this entity.

A draft contract including the relevant annexes is enclosed to the present call for expressions of interest as Appendix D. In accordance with the draft contract provisions, the selected candidate shall be entitled to a payment of **EUR 1.200,00** (one thousand two hundred EURO) in the form of a **lump sum** for each full working day spent performing the tasks assigned to him/her by the SJU under the Contract. If the selected candidate is under an active employment contract, the employer make the candidate available for the role of SPP Chairperson and it will be the signatory of the contract for the SPP Chairperson, it may be agreed that the lump sum for any full working day is payable to the employer. Under no circumstances, the number of working days covered by the Contract shall exceed 30 working days per year. The travel and subsistence expenses will be reimbursed on the basis of Article II.7 of the draft contract attached hereto as Appendix D.

Upon request by any competent national authority, the SJU may inform the authorities about any payment made in the context of the contract resulting from this call.

7 PROMOTION OF EQUAL OPPORTUNITIES

The SJU is an equal opportunity employer and strongly encourages applications from all applicants who fulfil the requirements without any distinction on the grounds of nationality, age, race, gender, political, philosophical or religious conviction or sexual orientation and regardless of disabilities, marital status or other family situation.

8 Acronyms and Terminology

ATM: Air Traffic Management

ANSP: Air Navigation Service Provider

ConOps: Concept of Operations

Master Plan: European ATM Master Plan

SESAR: Single European Sky ATM Research Programme

SJU: SESAR Joint Undertaking (European Union body established by Council Regulation (EC) No 219/2007 as amended by Council Regulation (EC) No 1361/2008)

SESAR Programme: defines the Research and Development activities and Projects for the SJU

SPP: SESAR Performance Partnership

Appendix A DECLARATION ON HONOUR

[To be completed and signed by the applicant]

The undersigned:

Name of the individual/company/organisation:

Legal address:

Registration number/ID Card No.:

VAT number:

Declares on oath that the individual/company/organisation mentioned above is not in any of the situations mentioned below:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which the SJU can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

I the undersigned understand that contracts may not be awarded if during the procurement procedure the individual/company/organisation mentioned above:

- is subject to a conflict of interest;
- is guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information;

Full name:

Date & Signature:

Appendix B SJU SPP Chair Form

1. Please read carefully the specifications and conditions of the call for expressions of interest before applying.
2. Please pay attention to providing complete, true, accurate and viable data and contact details:
 - The SJU assumes the truthfulness of the information provided in the CV and application form;
 - The SJU might at all times request written documents supporting the provided information;
 - If the provided information appears to be incorrect or if on request written evidence is not received within two calendar weeks, the SJU reserves the right to delete the information from its database of independent experts and to take the necessary actions in accordance with the SJU financial rules;
 - The SJU cannot be held liable for use of incorrect information obtained via the application form.

Personal & contact details	
Title (i.e. Mrs., Ms, Mr., Dr.)	
Family name	
First name(s)	
Date of birth	
Town of birth	
Country of Birth	
First Nationality	
Second Nationality (if applicable)	
Organisation name (if applicable)	
Street	
Town/City	
Country	
Postal code	
PO Box	
Telephone	
Mobile telephone	
Fax Number	
E-mail	
Above contact information (address + telecommunication) is	<input type="checkbox"/> Private <input type="checkbox"/> Business

Professional details & areas of expertise	
Current position	
Number of years of relevant professional experience	
Current or past senior economic and operational authority in an airline	<input type="checkbox"/> Yes <input type="checkbox"/> No Please specify:
Complementary information	
Achievements in my area(s) of expertise	<p>Please give below the highlights of your professional career relevant to the requirements of this call for expressions of interest (Maximum 1000 characters)</p>
Studies, works, publications related to the areas of expertise listed hereabove	<p>Please provide a list of studies, works, theses, patents, publications and other significant work you have done (Maximum 1000 characters)</p>

Languages				
Languages	Languages	Written	Reading	Conversation
	English	<input type="checkbox"/> Elementary <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Mother tongue	<input type="checkbox"/> Elementary <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Mother tongue	<input type="checkbox"/> Elementary <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Mother tongue
	French	<input type="checkbox"/> Elementary <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Mother tongue	<input type="checkbox"/> Elementary <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Mother tongue	<input type="checkbox"/> Elementary <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Mother tongue
	...	<input type="checkbox"/> Elementary <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Mother tongue	<input type="checkbox"/> Elementary <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Mother tongue	<input type="checkbox"/> Elementary <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Mother tongue
	...	<input type="checkbox"/> Elementary <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Mother tongue	<input type="checkbox"/> Elementary <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Mother tongue	<input type="checkbox"/> Elementary <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Mother tongue
Additional information related to this call for expressions of interest				

--	--

I hereby state that the information provided in this application is correct.

Name

Done in [Place]

Date

Signature

Appendix C Terms of Reference of the SESAR Performance Partnership Group

The SESAR JOINT UNDERTAKING,

Hereinafter referred to as "SJU", a joint undertaking, within the meaning of Article 171 of the Treaty establishing the European Community, set up by EC Council Regulation (EC) N° 219/2007 of 27 February 2007 on the establishment of a Joint Undertaking to develop the new generation European air traffic management system (SESAR) as amended by the EC Council Regulation (EC) N°1361/2008 of 16th December 2008, located at 100 avenue de Cortenbergh B-1000 Brussels, Belgium, is establishing the SPP (SESAR Performance Partnership body).

I. PREAMBLE

- The European ATM Master Plan (hereafter the Master Plan) will guide the future of ATM in Europe over the next decades and will become a "rolling" plan that will be regularly updated.
- To support the Air Traffic Management (ATM) process, Deliverable 2 of the SESAR Definition Phase has identified the need for Business Management and Regulatory Management frameworks which both work to the common performance framework. The Business Management framework should be established by an ATM Performance Partnership.
- ATM Master Plan changes, including changes to the Target Concept and to the performance targets, should formally involve the network users, the Air Navigation Service Providers, the Airports and the Airspace Users in the framework of a Performance Partnership environment.
- The airspace users must actively support, through a management structure, the delivery by the Master Plan of a safe, reliable, robust and dependable ATM system, on a cost-effective basis, able to meet their projected requirements in the short, medium and long term.
- The SESAR work programme should be user needs driven and operate in a performance based framework thus avoiding inappropriate technology drivers.
- Airspace User involvement is largely determined by a compelling business case which brings benefits, such as operational cost reductions. Where there are different priorities between various stakeholders regarding the allocation of costs and benefits then early involvement by all parties is necessary to ensure a trade-off process which is governed by a global balance of benefits.

NOW THEREFORE, in consideration of the foregoing, all participating stakeholders agree as follows:

I. Purpose of these terms of reference

The purpose of these Terms of Reference is to set forth:

- the principles according to which the Airspace users shall support the SJU Management in its decision making process potentially leading to changes of the ATM Master Plan, and
- the conditions under which the participating stakeholders are willing to cooperate within the scope of the SESAR Operational Performance Partnership.

These Terms of Reference including their Preamble and Appendixes attached hereto constitute the entire agreement of the participating stakeholders with respect to the purpose hereof.

II. Common objectives

Within the scope of these Terms of Reference, the stakeholders cooperate together:

- (a) to provide a single forum for consensus driven co-ordination and endorsement of the views and interests of the pan-European ATM stakeholders regarding necessary changes to the ATM Master Plan.
- (b) to assist the Executive Director of the SJU in:
 - **Monitoring** the objectives and results of the SESAR Development Phase Work Programme and, in particular, of its subsequent Work Packages (hereafter referred to as “WPs”). This support shall aim at ensuring transparency and common understanding of as well as the participation and consequent commitment (buy-in) of all Stakeholders involved in or affected by the Programme to:
 - § the ATM Master Plan,
 - § the SESAR Conops, and
 - § the ATM system architecture;
 - **Advising** on necessary performance trade-offs;
 - **Endorsing** the necessary changes to the ATM Master Plan and, by such, ensuring the necessary buy-in during the conduct of the SESAR Development Phase activities and preparing the formal approval process;
 - **Providing** any further assistance where and when the SJU deems it necessary to consult the aviation industry as a whole to define a common position.

III. Implementation of the cooperation

The stakeholders agree to implement their cooperation under these Terms of Reference by setting up a SESAR Operational Performance Partnership (SPP) Group as per Section IV below.

Travel costs for the attendance of SPP meetings will be reimbursed by the SJU according the SJU travel cost regulation in force at the moment of the travel. The Mission rules in force are hereby attached for information purposes.

IV. SESAR Operational Performance Partnership Group

a. Composition

The initial composition of the SPP Group shall be broken down as follows:

- the chairman,
- one representative from each of the airspace user associations listed in Appendix A attached hereto;
- three representatives for the ANSPs;
- two representatives for the Airports;
- one representative for the Military, representing the interests of military airspace users, ATM and airports;
- one representative for the professional staff associations, and
- one representative for the SJU

Each Party shall nominate its own representative and alternate in close cooperation with the SJU.

Ideally each of these representatives has, or recently has had, a senior economic and operational authority in an airline, an ANSP and/or an Airport.

The SJU may for exceptional and justified reasons ask for a replacement of the appointed representative. Such request, signed by the SJU Executive Director, shall be presented in writing to the relevant Party who shall then, within one (1) month from its receipt of the notification, propose suitably qualified replacement representative.

Each association shall provide the SJU with an appointment letter which designates its representative and alternate in the SPP Group after approving this ToR not later than September 15th, 2009.

Representatives of the Associations will be appointed for a period of twelve months, renewable three times maximum.

b. Organisation and Management

(a) Chair

The chair of the SPP Group shall be entrusted to a personality who has an airspace user background. The chairperson of the SPP Group shall be proposed by the SJU Executive Director and approved by the members of the SPP. Each member has the number of votes outlined in the paragraph Voting Rights. A two thirds majority is required. The Chairperson will be elected for a period of twelve (12) months. This term is renewable three times maximum.

The chairperson of the SPP Group shall act as a moderator and mediator and look, to the extent possible, for a consensus between the Parties during and between meetings to resolve any specific issues and difficulties.

(b) Interim Management

The Executive Director has appointed an Acting Chairman for a period of 12 months from the first SPP meeting with the task to lead the SPP during its first critical year of existence.

(c) Decision Making Process

- **Scope of Decision Making**

The SPP Group is a decision endorsement forum and advisory body to the Executive Director of the SESAR Joint Undertaking. Trade-offs within and/or between stakeholder groups might be necessary in the process of developing a common position for necessary Master Plan changes. A give and take attitude especially between the different airspace users is of essence. Buy-in by all stakeholders has to be achieved as a prerequisite for acceptance by the SJU Administrative Board and later implementation.

The recommendations of the SPP Group will be the basis of change proposals to the ATM Master Plan by the Executive Director.

- **Voting rules**

Endorsement decisions of the SPP Group shall be taken on a consensus basis. For exceptional cases where no consensus can be achieved, a voting procedure will be established. The number of votes per member is listed in Appendix A.

The SPP voting rules shall be the following:

(a) Each Representative shall have one vote and may appoint its alternate to attend and vote at any meeting of the SPP;

(b) should a Representative fail to attend or provide its vote through its nominated alternate or through written communication sent to the Chairman before the meeting date, the quorum determined hereunder nevertheless being attained, then the vote will validly take place without such missing Representative;

(c) all decisions shall be taken by majority of seventy percent (70%) of cast votes (*i.e.* excluding abstentions and blank votes);

(d) observers will have no voting rights.

As a general principle the SPP Members agree to abide by all decisions of the SPP taken in accordance with the voting rules described here above.

In case one of the Members has a disagreement with the result of a SPP vote and even though it remains under the obligation to follow the result(s) of the vote, such Member may write a letter of disagreement, which shall be duly registered and recorded by the SPP secretary (SJU member).

In case no majority can be reached, then the case may be brought to the attention of the Executive Director.

- **Administrative Support**
The SPP Group shall be supported by the SJU who shall coordinate the preparation of the SPP Group meetings, draft the minutes of meeting as well as the SPP Group endorsement decisions and host the meetings.

The SJU shall draft the minutes of each meeting to formalize in writing all endorsements or recommendations taken and shall dispatch them to SPP members within ten (10) calendar days of the concerned meeting.

The minutes shall be considered as accepted by the SPP if, within fifteen calendar days from receipt thereof, no representative has objected in writing.

The agenda for each SPP meeting, including participation of observers and endorsements to be voted on, shall be prepared by the SJU and approved by the Chairman. It should be distributed to the members 4 working weeks prior to the scheduled meeting together with the necessary supporting documentation.

(d) **Organisation of work**

The SPP shall meet 1 or 2 times a year or more if deemed necessary and shall also convene meetings at any time the SJU sees the necessity and/or upon written request of the SPP Group Chairperson or of any representative in the case of urgent matters.

The meeting venue shall be the SJU offices.

Webex sessions will be used as a substitute for meetings when feasible.

At each SPP Group meeting, the Chairperson shall report on the issues and endorsements that were discussed at the last meeting.

V. Confidentiality

The Parties acknowledge that during the duration of these Terms of Reference, disclosure of certain proprietary information (hereafter referred to as "Proprietary Information") may occur. The Parties agree on the terms and conditions of disclosure of Proprietary Information and on the rules governing the use and protection thereof:

(a) **Proprietary Information**

As used in these Terms of Reference, the term "Proprietary Information" shall include any information or data, on any medium or format whatsoever, disclosed by either Party to the others pursuant to these Terms of Reference, either in writing or orally, subject to the conditions set forth hereinafter, and including without limitation any written or printed documents or any other form that the Parties may elect to use.

The Party disclosing the Proprietary Information will be referred to as the "Disclosing Party" and the Parties receiving the Proprietary information shall be referred to as the "Receiving Parties".

Only such information:

- disclosed in written form and identified by a marking thereon (such as an appropriate stamp, legend or any other notice in writing) as proprietary, or
- identified as proprietary at the time of disclosure and reduced to writing with a marked copy sent to the Receiving Party within three weeks of its disclosure, shall be considered as Proprietary Information.

(b) Property and use of Confidential Information

Each Party, to the extent of its rights to do so, will only disclose to the other Parties the Proprietary information which it deems appropriate in order to fulfil the purpose of these Terms of Reference. Nothing in these Terms of reference shall oblige any Party to disclose any Proprietary Information to the others. The property of any Proprietary Information disclosed pursuant to these Terms of Reference shall, subject to the rights of such Party, rest with the Disclosing Party and shall be returned by the Receiving Parties immediately upon request.

The Proprietary Information received from any Party shall:

- be protected and kept in strict confidence by the Receiving Party, which must use the same degree of precaution and safeguards as it uses to protect its own Proprietary Information of like importance, but in no case any less than reasonable care;
- be only disclosed to and used by those persons who have a need to know and solely for the purpose specified in these Terms of Reference;
- not be used in whole or in part for any purpose other than that of these Terms of Reference;
- neither copy, nor otherwise reproduce nor duplicate in whole or in part the Proprietary Information of the Disclosing Party without the prior written consent of this Party.

(c) Exceptions

Notwithstanding the provisions of paragraph "Property and use of Confidential Information" above, the Parties shall have no obligation to hold in confidence information which, although identified and disclosed as stated herein:

- has come into the public domain prior to or after the disclosure thereof, and in such case through no wrongful act of the Receiving Party; or
- is already known to the Receiving Party, as evidenced by written documentation in the files of the Receiving Party; or
- has been lawfully received from a third party without restrictions or breach of these Terms of Reference; or
- has been or is published without violation of these Terms of Reference; or
- is approved for release or use by written authorisation of the Disclosing Party, or
- is not properly designated or confirmed as Proprietary Information.

No disclosure made in these cases shall constitute a breach of the confidentiality provisions of these Terms of Reference.

Level of protection of any information resulting of the SPP Group activities

Any report or data resulting of the SPP Group activities shall not be considered as Proprietary Information of any Party and shall therefore not be protected by confidentiality.

(d) Duration of confidentiality obligations

Proprietary Information identified and disclosed as provided herein shall be held by the Receiving Parties in confidence during the overall duration of these Terms of Reference and for a period of five (5) years from their expiration or termination.

VI. Entry into force – Duration

These Terms of Reference shall enter into force as of the date it is signed by the SESAR Joint Undertaking. The SPP shall be established for an initial duration of 2 years, automatically re-conducted for 2 more years until the end of the SESAR Development phase and unless extended or terminated by mutual agreement.

Appendix D Draft Contract