

Joint Procurement Arrangement

for

“EU SatCom Market”

14.CPS.JP.01

between

The Federal Minister of Defence and Sports of the Republic of Austria;

The Minister of Defence of the Kingdom of Belgium;

The Minister of Defence of the Republic of Cyprus;

The Ministry of Defence of the Federal Republic of Germany;

The Ministry of National Defence of the Hellenic Republic;

The Ministry of Defence of the Republic of Finland;

The Ministry of Defence of the Italian Republic;

The Minister for Defense of the Grand-Duchy of Luxembourg;

The Ministry of National Defence of the Portuguese Republic;

The Ministry of National Defense of Romania;

The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;

The Athena mechanism;

The EUCAP SAHEL NIGER mission;

The Ministry of Defence of the Republic of Serbia;

The EUCAP SAHEL Mali mission;

European Union Advisory Mission for Civilian Security Sector Reform Ukraine (EUAM Ukraine);

The EUCAP NESTOR mission;

The European Union Monitoring Mission to Georgia (EUMM Georgia);

The Ministry of Defence of the Republic of Latvia;

The Ministry of Defence of the Republic of Lithuania;

The Ministry of Defence of the Republic of Estonia;

The Ministry of Defence of the Kingdom of Spain;

The Minister of National Defence of the Republic of Poland;

The Minister of Defence of the French Republic;

European Union Advisory mission to Iraq (EUAM Iraq);

The Department of Defence of the Republic of Ireland;

Försvarets materielverk authorized by the government of the Kingdom of Sweden;

European Union Integrated Border Assistance Mission to Libya (EUBAM Libya);

The EUPOL COPPS mission;

the European Border and Coast Guard Agency - Frontex

Hereinafter referred to as ***“the contributing Members”***

and

the European Defence Agency,

Hereinafter referred to collectively as ***“the Participants”***

concerning the common acquisition of
**Commercially available Satellite Communications and other Communications
Services**

1 Introduction

- 1.1 The Treaty on European Union tasks the European Defence Agency (“the Agency” or “EDA”), inter alia, to contribute to identifying and promoting harmonisation of operational needs and the adoption of effective, compatible procurement methods (Article 45 paragraph 1 b TEU).
- 1.2 Council Decision 2011/411/CFSP of 12 July 2011 defining the statute, seat and operational rules of the European Defence Agency, and repealing Joint Action 2004/551/CFSP (hereinafter referred to as “the Council Decision”) tasks the Agency in its Article 5 paragraph 3 to promote and enhance European cooperation, in particular, to promote cost-effective and efficient procurement by identifying and disseminating best practices. Moreover, it contains clear rules on how to launch cooperative ad-hoc projects or programmes of groups of Member States and on how to entrust the Agency with the management of such projects or programmes (Article 17 and Chapter IV).
- 1.3 A capability gap for the procurement of commercial Satellite Communication services (hereinafter referred to as “SatCom”) was identified in 2006. The benefit of harmonised procurement of these capacities has led to the European Satellite Communications Procurement Cell Ad Hoc Cat B Project as supported by the EDA Steering Board Decisions 2008/22 of 16 May 2008, 2009/06 of 6 March 2009, and 2009/90 of 15 October 2009.
- 1.4 Taking into account lessons learned from the Category B project European Satellite Communications Procurement Cell, with Steering Board Decision 2014-18, the contributing Members have requested the EDA to prolong the Category B project. This Joint Procurement Arrangement supersedes the current Project Arrangement B-0851-CAP-GC.

2 Objective

- 2.1 The aim of this Joint Procurement Arrangement is to provide commercially available Satellite Communications (fixed and mobile) as well as related services (e. g. feasibility studies, maintenance, leasing of earth stations, SatCom terminals, commercial crypto solutions) and options for other communication services for operations (e. g. theatre local radio network, IT network backbone for the field headquarters) through the establishment of one or more Framework Agreements on behalf of the contributing Members, to promote ease of access and improve efficiency.

3 Participation

- 3.1 This Joint Procurement Arrangement is open to the Agency's participating Member States, as well as all entities entitled to take part in Agency ad hoc activities pursuant to Articles 20 and 22 of the Council Decision.

4 Role of the EDA

- 4.1 The Agency will act as the central purchasing body by awarding and managing the ensuing contractual instruments in accordance with the applicable EU rules and EDA procedures.
- 4.2 The Agency will manage any funds allocated to the Agency in accordance with the Council Decision defining the statute, seat and operational rules of the European Defence Agency and Para 7.5 of this Joint Procurement Arrangement supported by Articles 17 and 22 of the Council Decision.

5 Joint Procurement Arrangement Management

- 5.1 Each contributing Member will designate a Point of Contact acting as authorised representative to exchange any communication related to this Joint Procurement Arrangement.
- 5.2 Each contributing Member will inform the Agency on any change of its Point of Contact during the duration of this Joint Procurement Arrangement.
- 5.3 Meetings consisting of the contributing Members' Points of Contact, or other authorised representatives, the Agency's Project Officer, and additional EDA personnel involved in this Joint Procurement Arrangement will be conducted on a regular basis to enable updates, reporting and exchanges of views. The contractor as well as potential new contributing Members may be invited.

6 Procurement and Contract Management

- 6.1 This Joint Procurement Arrangement concerns services in accordance with Para 2 to be used for national or international defence and / or security operations.
- 6.2 The procurement procedure launched under this Joint Procurement Arrangement will be administered in accordance with the provisions of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts.
- 6.3 Procedural issues not detailed in the EU Public Procurement Directive will be addressed by the Agency's financial and procurement rules adopted under Council Decision 2007/643/CFSP.
- 6.4 Following the launch of an open call for tender, the Agency will aim to conclude one or more Framework Agreements with one or more economic operators to deliver the described services. The estimated total maximum value of the Framework Agreement(s) will be 50 million €.
- 6.5 The Framework Agreement(s) will state a maximum price per service where applicable, during its duration. In addition, a discount mechanism based on the aggregate volume and duration of orders will be negotiated with the contractor.
- 6.6 The contributing Members acting through its authorised representatives will be able to request Satellite Communications and related services through an order to EDA.
- 6.7 All orders placed under the Framework Agreement(s) will be issued by the Agency, via specific contracts and / or order forms.

7 Financial Provisions

- 7.1 All acquisitions under this Joint Procurement Agreement and the subsequent Framework Agreement(s) will be exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Article 3 of Protocol (No. 7) on the privileges and immunities of the European Union, annexed to the Treaty on European Union and to the Treaty on the Functioning of the European Union.
- 7.2 Payments associated with the implementation of the Framework Agreement(s) and subsequent orders will be handled by the Agency in accordance with its financial rules.

- 7.3 Each contributing Member will be responsible for the costs of its own national contribution to this Joint Procurement Arrangement and related costs generated by it. This includes the work of the Point of Contacts mentioned in point 5.1.
- 7.4 Contributing Members will have the option to pay per use or to transfer funds in advance to order services at a later stage.
- 7.5 Contributing Members will ensure that the Agency has the funds necessary to meet the contractual obligations deriving from acquisition requests before the orders are signed and forwarded to the supplier by the Agency.
- 7.6 Contributing Members may request the return of any uncommitted surplus budget, including accrued interest if any. If a contributing Member does not make this request, any surplus funds will be returned to it after the termination of the Framework Agreement(s) provided that it is not replaced by a new one.
- 7.7 An audited financial report will be provided by the EDA on an annual basis.

8 Settlement of Disputes

- 8.1 Any dispute arising between the contributing Members and the Agency over the interpretation or application of this Joint Procurement Arrangement will be resolved by consultations and will not be referred to any national or international tribunal or third party for settlement.

9 Security of Information

- 9.1 The information under this Joint Procurement Arrangement is unclassified.

10 Coming into Effect, Duration and Accession of new contributing Members

- 10.1 This Joint Procurement Arrangement will come into effect upon signature by the last Participant and replace the current Project Arrangement B-0851-CAP-GC. The Agency will be the last Participant to sign of this Joint Procurement Arrangement.
- 10.2 The initial duration of this Joint Procurement Arrangement is 4 years and will be renewed automatically for another period of 4 years, unless the contributing Members decide otherwise.
- 10.3 In the event of further entities expressing their wish to become contributing Members of this Joint Procurement Arrangement, they can do so in accordance with Para 3

'Participation', by signing a unilateral statement of intent accepting this Joint Procurement Arrangement with the Agency's Chief Executive, provided that all the formalities governing the participation of entities in Agency ad hoc projects and programmes supported by Art. 20 and 22 of the Council Conclusion have been fulfilled.

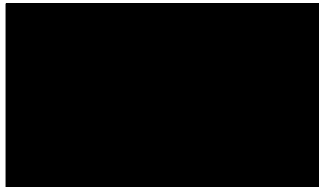
- 10.4 A contributing Member can withdraw from its participation in this Joint Procurement Arrangement by means of a unilateral declaration sent in writing to the Chief Executive of the EDA. Its termination will have effect 6 months after the termination notification. All obligations undertaken by a contributing Member before the withdrawal date remain in effect also after the termination date.
- 10.5 The Agency will notify the other Participants to this Joint Procurement Arrangement of any changes of membership within seven days.
- 10.6 This Joint Procurement Arrangement will be signed in two original copies in English and French, both versions being equally valid.

This
Joint Procurement Arrangement

for
“EU SatCom Market”
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is hereby accepted
in accordance with paragraph 10.3
Unilateral Statement of Intent

For the European Border and Coast Guard Agency - Frontex



Signature: _____ Fabrice Leggeri _____

Title & Function: _____ Executive Director _____

Place: _____ WARSAW _____

Date: _____ 14 February 2020 _____