



QUESTIONS AND ANSWERS DOCUMENT

PREVENT PCP CALL FOR TENDERS

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I. Questions related to the NDA (TD 2)

Q 1: Art. 1.4 of the NDA (TD 2 - page 4) states that: “To the extent relevant and required, the Contractor hereby gives the PREVENT PCP Group a worldwide, perpetual and royalty-free license on all Intellectual Property Rights relating to any input, information or deliverables that the Contractor provides to the PREVENT PCP Group in relation with the PREVENT PCP project.”

It is common practice to either (i) grant a temporary license throughout the term of the tender application, and once a final agreement is executed, grant a perpetual license; or (ii) grant a license limited to the intellectual property needed to analyze the applicant`s suitability, which can only be used for that purpose. Therefore, we kindly ask you to clarify to what extent will a perpetual license of all our intellectual property rights be needed and used.

Moreover, as intellectual property is covered by the § 2.7 of TD1, could you confirm that this sentence could be removed from the NDA ?

A 1: As stated in Art. 1.4 of the NDA: To the extent relevant and required [...] the worldwide, perpetual and royalty-free license will be on all Intellectual Property Rights relating to any input, information or deliverables that the Contractor provides to the PREVENT PCP Group in relation with the PREVENT PCP project.

None of the Tender Documents, including the NDA can be modified, changed or amended.

Q 2: The term “confidential information” to which the NDA refers to is not defined. Could you please clarify what will be considered as confidential information?

A 2: The term Confidential Information is defined in Annex 1 of the Call for Tenders (TD 1): *Any and all information (including, without limitation, documents, presentations, evaluations, drafts, outlines, notes, methodologies of technical, financial or other business nature) transmitted in whatever form or mode of communication, which is disclosed by one party to the other party in connection with the Project during and/or for the purpose of its implementation, and which has been explicitly marked as “confidential” or ought to be considered as confidential in the normal course of business at the time of disclosure (regardless of the way in which it is conveyed or on whatever media it is stored).*

Confidential Information does not include information which:

- *was lawfully in the Receiving Party’s possession prior to disclosure under this Agreement (as can be demonstrated by the Receiving Party’s written records or other reasonable evidence) free of any restriction as to its use or disclosure;*
- *is or becomes known or available to the public, other than through acts or omissions of the Receiving Party in violation of this Agreement;*





- *becomes known to the Receiving Party from sources unrelated to the Disclosing Party and are not known by the Receiving Party to have obligations of confidentiality to the Disclosing Party with respect to such information; or*
- *is independently developed by the Receiving Party, as evidenced by written records, without access to or receipt of Confidential Information disclosed hereunder.*

Q 3: Could you please confirm that the NDA is a bilateral agreement that concerns both the contactors and KEMEA, both designed as the parties.

A 3: Yes, it is an agreement between KEMEA, acting as Lead Procurer of the PREVENT PCP Group and the Contractor.

Q 4: Could you precise If the NDA will apply for phase 1 to 3 in addition to the tendering phase, or if it will be replaced by a contract between parties for phase 1 to 3 ?

A 4: The NDA ensures the security and the confidentiality of the information shared with the technology vendors regarding the PREVENT PCP project and shall be effective for four years from the Effective Date unless terminated earlier or extended by mutual agreement of the Parties in writing. The rights and obligations under the terms of this Agreement shall survive expiration or termination of the Agreement and continue in full force and effect for four years thereafter.

Additionally, Successful Tenderers will be requested to sign both a Framework Agreement (TD11) and Specific phases 1, 2 and 3 Contracts (TD12, TD15 and TD16 respectively).

Q 5: Is the contractor allowed to make modification in the NDA ? Is there any opportunity to modify the last paragraph “Governing Law and jurisdiction” to use the Tenderer country law?

A 5: See Q 1 above. None of the Tender Documents, including the NDA can be modified, changed or amended. In any case, the Law governing and jurisdiction of the Prevent PCP is the law of the Lead Procurer, i.e. the Greek Law and the respective jurisdiction.





II. Questions related to the EURI template (TD 3)

Q 6: What is EURI template and where could we access to it?

A 6: The EURI template (TD 3) is the document for the Processing of Classified Information and Nomination of Accountable Person, establishing the preparedness of Tenderers interested in the project and potential Contractors, as well as the necessary contact details of persons or entities that will handle RESTRAINT UE/EU RESTRICTED information on behalf of the interested Tenderers and potential Contractors on their premises, both electronically and on paper.

You can download TD 3 from the PREVENT PCP website <https://prevent-pcp.eu/download-2/> .

Q 7: As per section 3.1 of the Call for Tenderers (TD 1 - page 51), legal entities established in one of the Horizon 2020 associated countries are eligible for participating in the tender. In that sense and being a company established in a H2020 associated country but outside of the EU/EEA, we kindly ask you to clarify if the address to be provided in the EURI template (TD 3 – page 4) may be one outside of the EU.

A 7: See Q2 above. Yes, the address to be provided may be one in an EEA or H2020 associated country.

Q 8: Could you please precise what are the modalities in case the contractor needs to change the name of the “local accountable person” on the period of the tender or the PREVENT PCC project, would it be due to decease, or any other reasons that may impact this role.

A 8: A notification accompanied by document(s) justifying the change will be requested. The KEMEA Procurement Board will check whether the documentation provided fully justifies such a change.

III. Questions for NDA (TD 2) and EURI Template (TD 3)

Q 9: How to Arrange when we want to join forces among 2-3 companies to submit the tender? Is sufficient that prime contractor will sign NDA and other documents?





A 9: The NDA (TD 2) and the EURI Template (TD 3) should be filled in, signed and submitted by the Tenderer, all members of a Consortium (if applicable), all subcontractors (if applicable) and third parties (if applicable) by a duly authorised person.

If – once the confidential /RESTRAINT UE/EU RESTRICTED information is received - new Partners for a Consortium, subcontractors and/or Third Parties are added, the Tenderer will submit the NDAs and EURI templates from each of the new partners in ENVELOPE A. Until this point the Tenderer that already received the RESTRAINT UE/EU RESTRICTED information is responsible and liable for handling of the RESTRAINT UE/EU RESTRICTED information by the new partners.

Q 10 : Do you accept the scans of the documents for TD2 and TD3?

A 10: Yes, scanned documents can be accepted, as long as the signature and stamp are visible.

Q 11: Do you acknowledge reception of NDA and EURI ?

A 11: An email acknowledging the reception of NDA and EURI, their successful submission or a request for complementary information, will be sent by 4.7.2022.

Q 12: Do all consortium partners have to sign the NDA and the EURI

A 12: See Q 9 above.

Q 13: The proof of power of the person (s) signing the NDA and the EURI should be submitted in English? In case that the original is not in English, could we submit a full translation in English? For the latter, a sworn translation is needed?

A13: All documents should be submitted in English or in full translation in English. There is no need for a sworn translation.

IV. General Questions related to the Prevent PCP

Q 14: As per article 2.4 of the Framework Agreement (TD 11- page 3), the applicant will be required to “implement the contract in compliance with the place of establishment and control” of the company, which needs to be in the EEA. Under the same context as exposed in question 2 above, we kindly ask you to clarify if a company established in a H2020 associated country, but outside of the EEA, will be considered compliant.

A 14: Based on section 3.1 of the Call for Tenders, the place of establishment and control the requirement that the country of control of the entity must be located in the EEA or H2020 associated countries applies to all participants.





Moreover, the requirement that the country of establishment of the entity must be located in the EEA or H2020 associated countries applies to the lead contractor and all the members of the Consortium (if applicable), but not to potential subcontractors.





Q 15: As per articles 12.4 and 12.6 of the Framework Agreement (TD 11 - page 20), in case the contractor fails to commercially exploit the results within 4 years, he will be “requested to give the source code to the members of the Public Buyers Group with all its documentation at no cost”. For a software company, sharing its source code would be extremely harmful and prejudicial to the whole business, hence very hardly acceptable. Therefore, we kindly ask you if a rephrasing would be possible, and if not, then to clarify to what extent will the contractor be required to share its source code.

A 15: The Contractors are expected to start commercial exploitation of the results at the latest four years after the end of the framework agreement. Failure to do so will be lead to the specific clauses 12.4 and 12.6 of the Framework Agreement.

Moreover, no statement except those expressly set out in this Framework Agreement can be accepted.

Q 16: With prototype testing held in Paris - how do you plan to neutralize the cost/logistic/cultural advantage associated to competitors located in Paris or nearby?

A 16: According to the Call for Tenders (section 3.1), participation in the tendering procedure is open on equal terms to all types of operators, regardless of their size or governance structure. Moreover (section 2.3) , in order to guarantee equal treatment of all the selected Contractors, all PCP activities (including testing) will be carried out under the same operative conditions.

Q 17: Will you share please the link to the recorded webinar and the presentation?

A 17: The link for both webinars is available on <https://prevent-pcp.eu/news/>

Q 18: Will we receive Confidential Document in electronic form? Via Drive documents?

A 18: Restricted information will be sent via post by the 8.7.2022.

