
CALL FOR TENDERS

Open Procedure for an action aimed at supporting the AAL Programme funded project participants in strengthening their commercialisation strategies and boosting their investment readiness

Deadline for the submission of applications: 2 April 2019, 13h00

AAL Association
Rue du Luxembourg 3
1000 Brussels
Belgium

Article 1: Identity of the contracting authority

Ambient Assisted Living Association (in short and hereafter referred to as: AALA), international non-profit association under Belgian law of 27 June 1921:

AAL Association
Rue du Luxembourg 3
1000 Brussels
Belgium

Registered at the CBE under number: 894 588 636

eMail contact: [cmu\(at\)aal-europe.eu](mailto:cmu@aal-europe.eu)

The Ambient Assisted Living Joint Programme and the Active and Assisted Living Programme (hereinafter referred to as the AAL Programmes) are implemented by the AAL Association.

AALA was founded by 14 member organizations on 19 September 2007 in Brussels.



Article 2: General context of the service

INTRODUCTION

The AAL Programmes aim at enhancing the quality of life of older people and strengthen the industrial base in Europe through the use of Information and Communication Technology (ICT). AAL supports collaborative research projects on innovative ICT-enhanced services for ageing well, with a time to market of 2 years.

Since its launch, the AAL Programme has funded over 240 projects in the field of “ICT for ageing”. Also, between 2014 and 2018, the AAL programme has put in place a Support Action named AAL2Business with the aim of providing various business support services to companies funded by AAL. The goals of these services were to increase effectiveness of the business development in AAL projects and to improve projects’ challenges to reach the market.

Yet, access to finance and access to market are a barrier for European start-ups to scale up and the AAL-related market continues being considered as a fragmented one and lacks of recognition amongst investors (according to the [AAL Market investments report](#) published by the AAL Programme in 2018). Despite of this, it is estimated that the Silver Economy contributed over €4.2 trillion in GDP and sustained over 78 million jobs across the overall EU economy (according to the [Silver economy study of the European Commission](#), released in May 2018).

It is the aim of the AAL Association and its members to implement an action aimed at further helping AAL funded projects to find their ways to market, possibly strengthening the demand side and connect with the supply side, improving the skills of AAL funded participants and increasing the number of investments in the field of active and assisted living.

OBJECTIVES OF THE TENDER

The present call for tender aims at identifying a suitable contractor (a single entity or a consortium) in order to achieve the following objectives:

1. Increasing the number of successful AAL funded projects in terms of market uptake by ensuring tailored and customised **commercialisation and market-related support** (through training, coaching or any other suitable method) to AAL funded participants. Such support shall be suitable for SMEs, for the so called AAL secondary and tertiary end users¹ as potential business partners/service providers and, in the event that they play an important role in the commercialisation of the solution, also research organisations and academia. The focus of the support shall be on the following two main stages of the projects:
 - Early stage - projects just started or at the mid-term of the implementation (focus of the support should be on business model behind the proposed solution, market understanding, exploitation and IPR definition ...)
 - Growth stage – projects with a more mature or sound commercialisation strategy finding themselves at the end of after the end of the project implementation (focus of the support should be on investments readiness, market analysis, improvement of pitching skills, learning about investment models ...);
2. Developing an overall business support framework, which is linked and integrated into existing national and European support mechanism by setting up a **network of market guidance at**

¹ Definition of end-users in the AAL Programme:

- Primary end-users are older adults who are actually using AAL products and services. This group directly benefits from AAL solutions through increased quality of life. Primary end user organizations are organizations that represent older adults (e.g. senior organisations/cooperatives etc.)
- Secondary end-users are persons or organisations directly in contact with primary end-users, such as formal and informal caregivers, family members, friends, neighbours, care organisations and their representatives. This group benefits from AAL directly when using AAL products and services (at a primary end-user's home or remotely) and indirectly when the care needs of primary end-users are reduced.
- Tertiary end-users are such institutions and private or public organisations that are not directly in contact with AAL products and services, but who somehow contribute in organizing, paying or enabling them. This group includes the public sector service organizers, municipalities, social security systems, insurance companies, housing corporations etc. Common to these is that their benefit from AAL comes from increased efficiency and effectiveness which result in saving expenses or by not having to increase expenses in the mid and long term.

- national level** (for each of the AAL Programme participating countries²); the aim is to continuously inform national AAL participants on the commercialisation, market uptake and investments possibilities available at national and European level; the same experts as those involved in the training/coaching mentioned above shall be involved in this service - the experts shall have “hands on” experience in successful commercialisation of AAL or AAL-related products or services;
3. Providing clear and attainable **key performance indicators** against which to evaluate the implementation of the support action;
 4. **Closely work with the impact assessment system** of the AAL programme.
 5. **Communicate** the services and the action’s results in the AAL and wider community

Access to the services under this contract shall be available through a dedicated website, where beneficiaries should be able to browse the different types of support and book them online.

ACTIVITIES TO BE IMPLEMENTED

In order to achieve the above-mentioned objectives, the following overarching aspects and activities shall be considered:

Activities related to objective 1:

- Coaching/training services for AAL project participants (in the form of sessions for single projects, grouping workshops, coaching by investors or other),
- Events targeted at late stage/promising/ mature projects (in the form of academies, investors meetings or other),
- Any other activity useful to reach the objective nr 1 (in the form of webpage, mentoring, videos or other).
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Activities related to objective 2:

- Implement, in each country participating in the AAL programme, a service aimed at informing national participants on the commercialisation, market uptake and investments possibilities available at national and European level. Such activity should foresee the identification of a person, for each country, that should serve as a main contact point for questions related to AAL and its market, as well as funding and investing opportunities

Activities related to objective 3:

- Provide the framework for evaluating the support action on the basis of the proposed key performance as well as outcome indicators; the providers shall continuously monitor the performance of the support action and inform the contractor on a periodical basis.

Activities related to objective 4:

² AAL participating countries are: Austria, Belgium, Cyprus, Denmark, Hungary, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovenia, Spain and Switzerland.

- Support the AAL impact assessment process in use by the AAL programme providing inputs and information to the AAL Association and its stakeholder when needed.

Activities related to objective 5:

- Further to the above-mentioned website, the provider shall agree with the contractor on a communication plan as well as on the action's logo. The corporate use of the visual identity in different formats, sizes and colours shall also be provided by the provider.

DURATION

The length of the Support Action is 36 months.

The action shall start by May 2019 at the latest. Note that, based on the results of year 1, the annual exercise for year 2 and year 3 will be determined (evaluation criteria to assess the performance are mentioned in article 2 iii) of the present tender. Regular meetings (annual or biannual) with the Steering Group to be set up by the AAL Association once the action started will be organised.

TENDER REQUIREMENTS

The interested tenderer should present a clear and concrete offer in terms of:

- Approach/methodology on how they intend to achieve the above-mentioned objectives
- The type of services to be implemented to achieve the above-mentioned objectives.
- Budget proposed for each proposed activity
- Profile of experts to be activated both at central and national level for the achievement of the above-mentioned objectives (including the CVs)
- Profiles of the team to be involved in the management of the service (including the CVs)
- Previous experience in similar assignments

i) LIST OF DELIVERABLES and MANAGEMENT PROCEDURES RELATED TO THE SUPPORT ACTION

For each of the proposed activities, the Tenderers should insert, in their offer, the list of deliverables expected to be produced along the implementation of the service. The template below should be used for such a list (the deliverables listed in bold being compulsory).

All deliverables must be drafted in English.

Deliverable	Title	Type
<i>Ex.: 1.1</i>	...	<i>(workshop, seminar, report, ...)</i>

...		
<i>Ex: 1.2</i>	...	(webinar, academy...)
...	AAL2Business website	Website
...	Inception report	Report
...	Communication plan	Plan
...	Yearly report/s	Report
...	Final report	Report

ii) TERMS OF APPROVAL OF REPORTS

Contractors will have to provide a report for each of the implemented activity as defined and agreed in the inception report. After reception of each report, the AALA will have 30 calendar days in which:

- to approve it, with or without comments or reservations;
- to reject it and request a new report.

If the AALA does not react within this period, the report shall be deemed to be approved.

Where the AALA requests a new report because the one previously submitted has been rejected, this must be submitted within 30 calendar days. The new report shall likewise be subject to the above provisions.

Yearly and final reports - Yearly reports shall have to be delivered at the end of the contract (as well as at the end of every year of the contract in case it is renewed). The yearly report shall be considered as the final report if the contract is not renewed.

If the Support Action is successfully completed at the end of the second renewal, a draft of the final report shall be made available to the AALA and agreed at month 34 after project start. After the final report is agreed, a final version that is suitable for publication should be provided by the end of month 36. The final report shall be provided in two bound paper copies including annexes, in Word format and in PDF format suitable for publication by the AALA on the AALA website.

iii) MEETINGS

Kick-off meeting

A first meeting, where the Contractor will present a draft of the inception report will be organized during month 1 after the project start (i.e. signature of the contract by both parties).

Online meetings (conference calls/teleconferences)

Periodic meetings (through the use of conference calls and teleconferences) should be implemented during the contract period.

Yearly and final meetings

A meeting will be organised by month 12 at the end of the first year and, in case the contract is renewed once or twice, by month 24 and 34.

During these meetings, the Contractor will present a written overview of the implemented action as well as the yearly report. At the end of the first and second year, the AALA will assess the performance of the Contractor and decide on a possible renewal of the contract for another year.

An ad hoc Steering Committee may be created for the assessment of the action implementation which will be composed by professionals appointed by the Contracting authority. The assessment shall be based on the following criteria and considerations:

- contract performance,
- number and quality of activities (workshops, seminars...) implemented,
- general feedbacks received by the Support Action's beneficiaries.

The notification of AALA decision concerning a possible renewal of the contract shall be notified by AALA to the Contractor within a minimum of 15 calendar days before the expiry's date of the contractual period in course.

Article 3: Procedure

3.1. Applicable Law

Belgian law will apply. More specific this call is subject to the general Belgian regulation on public procurement. The most important legal acts are:

- The Procurement Law of 15 June 2006 on public procurement (hereinafter: Procurement Law).
- The Royal Decree of 15 July 2011 on the awarding of contracts in traditional sectors (hereinafter Royal Decree Awarding).
- The Royal Decree of 14 January 2013 concerning the general rules of execution of public procurement (hereinafter Royal Decree Execution).
- Law on Justification, information and Remedies in Public Procurement of 17 June 2013.

3.2 Nature of the procedure

In the light of the regulation of public procurement, the scope of the tender concerns a service.

The awarding of the service follows an open procedure, in one stage.

AALA reserves the right to extend the service contracts awarded to other similar services, in accordance with article 26, § 1^{er}, 2^o, b, of Procurement Law.

3.3 The Procedure

In an open procedure, the contracting authority will evaluate the selection criteria and, if the tenderer meets the minimum requirements, will then move on and evaluate the tender based on the award criteria.

The Tenderers may ask questions about the tender document. Questions or requests for clarification concerning the Tender documents must have been received no later than **26/02/2019 13 PM**. These questions must be addressed to call(at)aal-europe.eu.

Step of the procedure	<u>Provisional</u> Dates
Publication of tender	06/02/2019
Deadline submission of questions	26/02/2019
Deadline submission of offers	02/04/2019
Award decision and notification to tenderers	23/04/2019
Beginning of the implementation (tentative)	01/05/2019
Delivery date for draft inception report (tentative)	15/05/2019
Kick-off meeting (tentative)	20/05/2019

The answers to the questions shall be sent to all the Tenderers.

3.4 Evaluation of tenders

In response to the published contract notice and the associated tender documents, any natural or legal person may submit an offer. The offers will be assessed in one stage on the following criteria:

- the exclusion criteria (3.5)
- the selection criteria (3.6)
- the award criteria (3.7)

3.5 Exclusion criteria

The Tenderer who does not fulfill the exclusion criteria, as prescribed in Article 61, 62 and 63 of the Royal Decree Awarding may be excluded from further consideration.

For the purposes of exclusion criteria, the Tenderers shall join to the offer, **the A form** duly filled in and signed.

If an offer is submitted by a consortium, the exclusion criteria shall apply to each member of the consortium.

By submitting an offer for this public contract, the Tenderer declares that it does not fall under any of the cases of exclusion cited in Article 61, 62 and 63 of the Royal Decree Awarding. Submitting untrue declarations may lead to the exclusion of the Tenderer and may result in criminal prosecution. Prior the award decision, the Contracting Authority will verify the accuracy of the solemn declaration in respect of the Tenderer. To this end, it shall ask the given Tenderer, using the fastest means possible and within the set deadline, to provide the information or documents that enable its personal situation to be checked. A Tenderer can be excluded from participation of a contract if a review reveals that the solemn declaration does not correspond to its personal situation on the deadline for receipt of applications for participation. Ex post facto regularization is not possible. Such exclusion is also possible if, during the course of the procedure, it is revealed that the personal situation of the Tenderer or Contractor no longer corresponds to the solemn declaration

The Tenderers must provide the certificate issued by their national tax authority certifying that it has complied with the tax obligations related to its professional activity and referring to the last full fiscal year.

First exclusion criterion (art. 61§1 Royal Decree Awarding)

The contracting authority will exclude from participation in the contract award procedure those economic operators that have been convicted by final judgement for one of more of the following criminal activities:

- Participation in criminal activities
- Corruption
- Fraud
- Money-laundering

Second exclusion criterion (art. 62 Royal Decree Awarding)

§.1. The Belgian Tenderer, which employs staff subject to the law of 27 June 1969 reviewing the decree-law of 28 December 1944 relating to employees' social security, must be in order with regard to its obligations towards the National Social Security Authorities. It shall be deemed to comply with the aforementioned obligations if at the latest on the day prior to the deadline for receiving proposals (Art. 62 §1 Royal Decree on the awarding of contracts): 1° it has submitted all returns to the National Social Security Authorities required on this date, including those relating to the penultimate calendar quarter in relation to the deadline for receiving proposals, and 2° it does not owe more than €3.000 in contributions in relation to these returns,

unless it has been granted payment terms for such outstanding amount which it strictly complies with. However, even if the outstanding amount exceeds €3,000, the Tenderer shall be considered to be in order if it establishes, prior to the decision to award the contract, that it holds, at the latest on the day before the deadline for receiving proposals, towards an awarding authority within the meaning of Article 4, § 1 and § 2, 1° to 8° and 10° of the Law of 24 December 1993, or a state-owned company within the meaning of Article 26 of the same law, one or more certain, due accounts receivables free from any undertakings towards a third party amounting to at least, to the nearest €3,000, the amount of its contributions for which payment is late.

§ 2. A foreign Tenderer, or a Tenderer that employs foreign employees, can be obliged to submit a proof that he: 1° complies with the obligations related to the payment of social security contributions in accordance with the statutory provisions in the country where it is established. 2° complies with the provisions of paragraph relating to employees' social security contributions. (Art. 62 § 2 Royal Decree Awarding).

§ 3. At any stage of the proceedings, the awarding authority may obtain information, using any means that it deems appropriate, regarding any Tenderer's status with regard to the payment of social security contributions.

Third exclusion criterion (art. 61 § 2 Royal Decree Awarding)

A Tenderer will be excluded from participation if he:

(a) is bankrupt or is being wound up, whose affairs are being administered by the court, he has entered into an arrangement with creditors or is in any analogous situation arising from a similar procedure under national laws and regulations;

(b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding-up or administration by the court or for an arrangement with creditors or any other similar proceedings under national laws or regulations;

(c) has been convicted of an offence concerning his professional conduct by a judgment which has the force of res judicata;

(d) has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of Belgium or the country in which he is established;

(e) has not fulfilled obligations relating to the payment of taxes in accordance with Belgian legislation or with the legal provisions of the country where he is established;

(f) has been found guilty of grave professional misconduct proven by any means which the contracting authorities can justify;

(g) is guilty of serious misrepresentation in supplying or failing to supply the information required under the provisions of this Call for Expression of Interest on the criteria for qualitative selection.

3.6 Assessment of the Selection Criteria

After the assessment of the exclusion criteria the selection criteria will be evaluated.

Selection criteria refers to the process of assessing and deciding which economic operators are qualified to perform the contract to be awarded. This process will be carried out by applying objective, non-discriminatory and transparent criteria. In order to be assessed, Tenderers **have to submit Forms B and C.**

The selection criteria used for the assessment of the application are:

1/ The Economic and financial standing - this will be valued against aspects such as:

- The value of your current assets
- The value of your current Interest / Finance Charges
- The turnover in each of the last three financial years

2/ Technical capacity and professional ability

- References of similar contracts and performances : at least two references of similar contracts performed during the last three years (note : pursuing the Belgian law, when stating references of contracts performed for/with public authorities, tenderers must provide a relevant certificate).
- Risk management/disaster recovery
- Average number of staff (management, technical and administrative).

The reference must specify:

- i) the amount of the contract;
- ii) the date of execution of the contract;
- iii) if the contract has been performed by the consortium, which part has been performed by the Tenderer.

The contract to which it is referred must have been fully performed.

The evaluation methodology will be carried out taking in consideration the following scores ("*Slightly exceeds the expectations*" being the threshold):

- Not acceptable
- Weak
- Satisfactory: below expectations
- Slightly exceeds expectations
- Good
- Excellent

3.7 Award Criteria

Only these Tenderers that meet the selection criteria will be evaluated based on the award criteria. In this stage (the awarding phase) the offers submitted by the selected Tenderers will be assessed based on the awarding criteria as detailed hereunder.

The award will be made on the basis of the Most Economically Advantageous Tender (MEAT).

Also, tenderers must submit an offer that comply with AALA's needs as developed above (article 2).

Following criteria will be used:

The sole purpose of the award criteria is to choose the best offer out of those submitted by Tenderers which are not excluded. Following criteria will be used:

3.7.1 The quality of the proposed work plan and management structure 40%

The work plan must be based on the description of the scope and on the aim of the project. In such a case, evaluation factors will be:

- Plan that proves the ability of the Tenderer to understand the environment of the requested service -30%
- Quality of activities proposed to meet the outcomes - 25%
- Synergies achieved with existing activities / initiatives - 15%
- Coverage of all goals described in the tender -15%
- Number of activities proposed to meet the deliverables - 15%

3.7.2 Experience and expertise of the team (also with the AAL market and related issues) that will work on the execution of the contract 30%

- Experience of the project leader, that will work on the execution of the contract, in relation to the proposed activities – 60%
- Description of experience and expertise of the team and proposed experts, incl. CV's – 40%

3.7.3 Total cost and pricing 30%

Tenderers must comply with the following requirements in relation to the price quoted for the execution of the contract:

- Give a total cost for the execution of the contract. Prices must be quoted in Euro. Prices should be quoted free of all duties, taxes, and VAT. In parentheses give the value of the VAT. Prices must be fixed amounts and must include all charges (travel costs etc.); the offer must specify the total labor costs for the execution of the contract, daily labor rates and total number of days (person-days) for each deliverable. Give for each deliverable the name of the staff member that will contribute to the execution of the deliverable; the amount of days he will work on it and the daily fee. –90%.
- Tenderers have also to indicate the rates/day for unforeseeable additional tasks in the future (for each staff member) –10%

The total price quoted cannot exceed € 276.860 (excluding VAT) per year and therefore cannot exceed €830.580 (excluding VAT) for the full period of 3 years. Tenders with a higher total price will be rejected.

Article 4 – Tender process

4.1 Compensation for non-selected Tenderers-subscribers

Not selected Tenderers-service providers will not receive any financial compensation or any expenses in relation to the submission of the offer. Tenderers will have no claims against the Contracting

Authority for reimbursement of any direct or indirect costs that they may incur in connection with the procedure described in this document, even if no contract is awarded.

The AALA is not obliged to award the service contract. Up to the signature of the contract, the Contracting authority may abandon or cancel the award procedure without any compensation for the Tenderers. If necessary a new tendering procedure can be started if no adequate offers are submitted.

4.2 Administrative considerations

4.2.1 Contents and format of the offer. The offer shall comprise the following:

(a) Letter (cover letter) of Application (no predetermined format is foreseen for this tender);

(b) Completed forms (Forms A, B, C);

(c) The offer itself (no predetermined format is foreseen for this tender – the overall length of the offer shouldn't be more than 30 pages – forms A, B and C are not included in this number);

Failure to provide information, which is essential to evaluate the tenderer's qualifications, may result in the disqualification of the tenderer.

4.2.2 Tender Submission

The tender has to either be received by the Contracting Authority before 13 pm (local time) on the date of the deadline, or has to have been posted at the latest 4 calendar days before the deadline. In the latter case, the Tenderer has to prove the date of delivery with a duly signed receipt by a postal officer / courier service.

Receipt of applications	02 April 2019
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Submission of an offer implies acceptance of all the terms and conditions set out in this document and the applicable Belgian Legislation waiver of the Tenderer's own general or specific terms and conditions.

Tenders not received by the Contracting Authority by the deadline will not be considered under this Call.

The offer must be submitted:

– **In both hard copy and electronic copy.** One signed original of the Candidature and two copies must be submitted in hardcopy. The electronic version must be submitted to the following e-mail: call(at)aal-europe.eu

If the hardcopy and the electronic version are not the same, the hardcopy will prevail

– **In English:** All the offers must be submitted in ENGLISH, including declarations, annexes and any other document. In case of submission of any official document issued by a legal authority and only

available in the national language of the tenderer and if that language is different from English a translation of the document is required

- **Either by registered delivery** (official postal service) or **hand delivery** (including courier services)

- **In a sealed envelope with the wording “AAL2Business phase III”** and the tender title clearly indicated on the envelope. If the offer is delivered by postal service (registered), the sealed envelope must be put in a second envelope, with the tender address and the wording “AAL2BUSINESS PHASE III” on the top left of the envelope.

- **Exclusively to the following tender address:**

AAL Association

To the attention of Mr Marco Carulli
Rue du Luxembourg 3
1000 Brussels
Belgium

4.3.3 Communication with the Contracting Authority

Questions can be asked via email (to the address: call(at)aal-europe.eu) only until 26 February 2019.

4.4 Withdrawal, Substitution, and Modification of Applications

A tenderer may withdraw, substitute, or modify its offer after it has been submitted by sending a written notice, duly signed by an authorised representative, and in compliance with the applicable law (*Royal Decree Awarding, art. 91*). However, the offer cannot be modified after the deadline for the submission of the offer.

4.5 Clarification of Applications

To assist in the examination and evaluation of the offers, the contracting authority may, at its own discretion, ask any Tenderer for a clarification of its tender, allowing a reasonable time for response. Any clarification submitted by a Tenderer that is not in response to a request by the contracting authority shall not be considered. If a Tenderer does not provide clarifications of its application of the information supplied, by the date and time requested for clarification, its offer may be rejected.

If a clarification involves a change in the offer, the offer will be deemed irregular.

4.6 Validity of the offers

The Tenderers are bound by their tenders during a period of 120 days after the final date of submission.

4.7 Consortium and subcontracting

If the Tenderer is a joint venture or a consortium of two or more natural persons or legal entities, all such persons or entities shall **be jointly and severally** bound to fulfill the terms of the contract. If Tenderers submit a joint bid, one must be designated as the leading partner and will be responsible for

all the aspects of the contract. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Contracting Authority. Any alteration of the composition of the consortium without the prior consent of the Contracting Authority may result in the termination of the contract.

The Tenderer shall in his tender state which parts of the scope of the contract, if any, he intends to subcontract to other suppliers.

A Tenderer that wishes to rely on the resources of any subcontractor for the fulfillment of the contract should demonstrate that these resources will be made available to him. Therefore a written commitment of the subcontractor showing that the resources of the subcontractor will be at the contractor's disposal for the full duration of the contract. .

The contractor shall be responsible for the acts, defaults and negligence of its subcontractors and its experts, agents or employees, as if they were the acts, defaults or negligence of the Contractor, its experts, agents or employees. The approval by the contracting authority of the sub-contracting of any part of the contract or of the subcontractor to perform any part of the services shall not relieve the Contractor of any of its obligations under the contract.

If the Contractor enters into a subcontract (for a value exceeding 8.500 €, VAT excluded) during the execution of the contract, the contractor will notify promptly by formal notice the contracting authority. The service called for cannot be subcontracted to a third party without prior agreement of the contracting authority.

Tenders from consortium of firms or groups of service providers, contracting authorities or suppliers must specify the role, qualification and experience of each member of the group.

4.8 Intellectual property (Art. 19- 20 Royal Decree Execution)

A "result" shall be any outcome of the implementation of the contract and provided as such by the Contractor.

- (1) The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual property rights, and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the contracting authority from the moment these results or rights are delivered to it and accepted by it. The contracting authority may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit.
- (2) For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the Contractor to the Contracting Authority.

- (3) The Contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the Contracting Authority.
- (4) All reports and data such as maps, diagrams, drawings, specifications, presentations (.ppt or other format), plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the contracting authority unless otherwise specified. The Contractor shall, upon completion of the contract, deliver all such documents and data to the contracting authority. The Contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the contract without the prior consent of the contracting Authority.

4.9 Confidentiality (art. 18 Royal Decree Execution)

In general terms, the confidentiality means that the parties are obliged to keep the sensible information confidential and only use it solely within the scope of the purpose of the disclosure. Usually, in parallel with these obligations, the following restrictions also applies: not disclose the information to others and not copy or record the information.

All documentation and information issued by AALA relating to the tender shall be treated by the Contractor as private and confidential for use only in connection with the tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the AALA.

The documents which constitute the Contract and all copies are and will remain the property of the AALA and must not be copied or reproduced in whole or in part and must be returned to the AALA upon demand.

4.10 Contract Period

The duration of the Support Action is 36 months.

The Contract is concluded for a one (1) year period. It can be renewed two times for the same duration pursuant to the conditions provided under article 2., iii) above.

4.11 Governing law and Dispute resolution (art. 73 Royal Decree Execution)

This tender shall be governed by the substantive laws of Belgium and the parties submit to the jurisdiction of the Belgium courts. In case of dispute concerning this agreement, the complaining party shall notify the other party by written letter.

By submitting a tender the tenderer(s) agree(s) that any legal claim, complain or application for judicial review, shall only be made in Belgium.

For appeal and/or redress procedures as well as for any dispute or claim arising out of or in connection with the execution of the contract, the exclusive competent jurisdiction shall be the civil courts of Brussels (“Tribunal de première Instance”) (French speaking division)