



CIVIL UAVs INITIATIVE

An INTEGRATION INITIATIVE procurement of innovation (CPI) for the use of UAVs / RPAs in civil matters and especially in improving PUBLIC SERVICES

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PART I. THE CIVIL UAVS INITIATIVE

A. BACKGROUND AND CONTEXT

A.1. Galicia.

Galicia is located in north-west Spain and covers 29,574 km², i.e. 5.8% of the surface area of Spain. It has one of the longest coastlines among Spanish regions: 1,498 kilometres.

In the forestry sector, Galicia holds a key place in Spain. Its forests represent 48% of the region's surface area, covering more than 1,400,000 hectares.

Thanks to its location, Galicia is part of the trans-European networks, mainly of the “motorway of the sea” of Western Europe.

The population of the region of Galicia is 2,761,970 (figure at January 1st 2013), i.e. 5.9% of the total population of Spain. The dispersion of towns and villages is one of the most characteristic features of Galicia.

A.2. Objectives of the Government of Galicia.

The Autonomous Community (hereafter, ‘Region’) of Galicia aims to promote an aerospace research and Technology Pole based on the open innovation concept. It plans to do this through a number of measures:

- The creation and development of an Aerospace Technology Park around the Rozas airfield.
- A search for innovative technological solutions through partnerships for the pre-commercial development, pre-commercial public procurement, partnerships for innovation and the public procurement of innovative technology.
- Attracting and promoting investments for industrial and technological development.
- Improving public services through the use of unmanned aerial vehicle systems (hereafter, “UAVs”).
- The technological and industrial coordination of the Technology Pole with European and world aerospace industrial systems.
- The measures are aimed at the creation of a Technology Development Pole, understood as a the coordination of means, resources and infrastructures that bring together resources, means and potential to develop some or all the phases of innovative technology processes in the UAVs to be promoted.

The aerospace sector has been selected as a development target for the following reasons:

- The existence of a public infrastructure in Galicia, in the form of the Aerospace Research Centre - INTA-XUNTA (CIAR) - at Rozas airfield, funded by the Central and Regional Administrations.
- Exceptionally favourable conditions for the development of experimental aerospace activities with UAVs in this infrastructure.
- The strategic nature of aerospace technologies for UAVs in order to develop the productive fabric of Galicia and incorporate innovation and improvements.
- The strategic nature of these technologies for the Administration to improve a number of public services (see Annex 1).

In particular, it is considered essential for the RIS3 Galicia Strategy (a Smart Specialization Strategy) to adopt – as a priority – the diversification of sectors that drive the economy of Galicia and auxiliary sectors through the intensive use of enabling technologies. These would be aimed at the provision of new processes and products with high added value that allow the exploration of new markets based on hybridization, knowledge and technology (e.g. the aeronautics and aerospace sectors). It can be said that Galicia holds the seed of reorientation and a wide-ranging industrial fabric that is well developed and competitive in the automotive components and shipbuilding sectors. It aims to, and is able to, evolve towards the aerospace sector, above all pivoting around other complementary sectors and activities in the field of composite materials and metal-mechanics for light alloys.

A.3. General objectives of the Technology Pole.

- a) Foster basic and applied research, technological development and innovation in Galicia in the aerospace field.
- b) Promote technological improvement, productivity and the performance of Galicia's productive fabric in the aerospace sector through innovation and the transfer and valorisation of the results of research, and drive change in the production model.
- c) Support the implementation of new business and entrepreneurial initiatives in the area of influence based on its technological-industrial capacity, the transfer and valorisation of the results of research that help to drive a new business culture based on innovation and bring sustainable prosperity to the territory.
- d) Stimulate and support the training of scientific, research and innovation personnel in Galicia to contribute to the right atmosphere for people to develop their careers.

e) Facilitate the coordination of policy and plans/programmes in the field of research, the transfer of results of research, valorisation and innovation of the Administration and the rest of the public sector in Galicia with the Central Administration and the European Union.

f) Facilitate the internationalisation of scientific research, technological development and innovation, particularly within the European Union.

g) Link the local industrial fabric to the European and world aerospace sector

g) Promote joint initiatives among public bodies for the development and acquisition of innovative solutions created by companies that contribute to:

- Improving public services in terms of efficacy and efficiency.
- Improving business innovation and competitiveness, attracting funds for R&D+i through the contracting and strengthening of marketing efforts in innovation, using the public as a launch or reference customer.

A.4. The creation of the Rozas Technological Park

The creation of the Rozas Technological Park is part of the policy to drive the aerospace technology and research pole, an infrastructure consisting of the Rozas airfield dedicated to UAVs for civilian use and the INTA-XUNTA (CIAR) Aerospace Research Centre.

The creation of the CIAR as a jointly-owned centre by the Central and Regional Administrations was done through a cooperation agreement between the Galician Innovation Agency (GAIN), the Galician Institute for Economic Promotion (IGAPE) and the “Esteban Terradas” National Institute of Aerospace Technology (INTA).

The creation and development of the “Rozas Aerospace Research Centre” (hereafter ‘CIAR’) was carried out under the terms of articles 34.1.b) and f) and the 21st Additional Disposition of Spanish Law 14/2011 of 1 June 2011 on Science, Technology and Innovation.

The CIAR is set up as a test centre with the infrastructures required to develop aircraft and evaluate campaigns to be carried out using them, so that flights can be made efficiently and safely.

In particular, the aims and objectives of the Centre are as follows:

a) Combine atmospheric tests with the development of UAVs (Unmanned aerial vehicle systems) and RPAS (Remotely Piloted Air Systems) for scientific research.

b) Introduce the advantages of unmanned aircraft in the scientific community at a lower cost, greater range and without personal risk, especially in adverse circumstances such as: high ash

concentrations, high altitude, the formation of ice, strong electromagnetic fields, and high levels of radioactivity... as can happen with conventional research platforms.

c) Promote technological development and research into the atmosphere and climate. The laboratories at Rozas will enable the development of projects by companies that are highly specialised in providing equipment for research, plus the testing facilities required for the purpose. The airfield and its laboratories provide an environment to test aerospace equipment in flight at a very reasonable cost and allow its entry into the large aircraft market.

d) Encourage innovation, as there is currently no centre in Europe that develops technologies for civilian applications of UAVs. To date, piloted aircraft have been used to carry out these studies.

e) Promote international cooperation in scientific research, as this centre – unique in Europe according to ESFRI criteria – positions Spain as a European leader in the field.

B. THE CIVIL UAVS INITIATIVE

B.1. General description of the initiative

This initiative aims to foster the transfer of knowledge among the stakeholders involved (business sector and research bodies) and provide incentives for joint project development aimed at achieving market objectives based on the results of research.

The aim of the initiative is to promote the use of UAVs in the civil domain, and particularly to improve public services through public-private enterprises with one or more strategic technological and industrial partners (through a partnership agreement for pre-commercial development) that will be selected in Phase I (RFP-A) and through public procurement processes for innovation in specific solutions (pre-commercial procurement, public procurement of innovative technology and partnerships for innovation), which will be selected in Phase II (RFP-B).

The technological and industrial partner (or partners) will be selected (Phase I RFP-A) in 2015 based on the interest shown in the market and the overall value brought to the initiative by interested economic operators. The strategic partners (or partners) should make a long-term commitment to the initiative and the aerospace technology and research pole in Galicia. A partnership agreement will be signed with the selected partner (or partners) that will include R&D contracts (pre-commercial procurement).

In Phase II of the project for the development of the Technology Pole in Galicia for UAVs to improve a number of public services, the Regional Government of Galicia – through GAIN or other public procurement bodies in the region – plans to announce new calls for tender in 2016 with a view to

contracting economic operators for the development of the Technology Pole, the provision of R&D services and the use of public procurement procedures for innovative technology in the field of UAVs.

The suppliers and developers of specific solutions and services based on UAVs will be selected between 2016 and 2018 (Phase II RFP-B) through public procurement procedures for innovation in specific solutions (pre-commercial procurement, public purchase of innovative technology and partnerships for innovation). Phase II will start in 2015 with a series of preliminary market consultations.

Before defining the definitive terms in which the calls for Phase II of the pole will be made, the Regional Administration will undertake a series of preliminary market consultations with a view to preparing contracts and informing economic operators on its plans and contracting requirements.

Among the needs of the Regional Administration that could be covered in the future by the innovative products and services that it plans to promote, and that cannot be covered by the purchase of others that are currently available on the market, we would highlight the following: fire prevention and management, territorial inventory and management, disaster management, preparation of risk maps, control of poaching, coastline surveillance, management of tourism flows, etc.

The participants in the Civil UAVs Initiative will be able to use Rozas airfield for civil UAVs and the INTA-XUNTA Aerospace Research Centre within the framework of the agreements reached by both Administrations.

B.2. Market survey and “Request for information (RFI)”.

In order to implement this initiative, on 29th May 2015 the Regional Administration sent a PIN (“Prior Information Notice”) to the Official Gazette of the European Union (<http://ted.europa.eu/udl?uri=TED:NOTICE:190978-2015:TEXT:ES:HTML>) with the aim of giving the market advance information on its needs, plus a survey of economic operators that may be interested in participating in the “Civil UAVs Initiative” as a way of fostering the use of UAVs/RPAs to improve the provision of public services through public procurement procedures for innovation.

Likewise, the required announcement in the regional and national gazettes was published following a Resolution dated 29th May 2015 by the Galician Innovation Agency in the Spanish Official Gazette (BOE No. 132 of 3rd June 2015 and DOG No. 104 of 4th June 2015), and also in a number of specialist international media to give the initiative the widest possible dissemination and publicity.

In this prior step of “Request for Information” (RFI)” (www.civiluavsinitiative.com) reference was made to the considerable potential demand by the Regional Administration to promote the use of UAVs/RPAs to improve the provision of public services, planned investments and the intention to

use procurement mechanisms and procedures that would foster research and innovation in the sector.

The aim of these manifestations of interest was so that the Regional Administration could get an initial overview of the possible interest of economic operators in taking part in the initiative, and to learn about the capacity of the market.

These actions, as indicated in the RFI, will be completed with the holding of a workshop to explain the Regional Administration's plans through the Civil UAVs Initiative (on 20 and 21 July 2015).

B.3. Challenge brief for the Civil UAVs Initiative.

This section contains a short executive summary of the needs that have been identified and the problems to be solved, and provides an initial definition of the functional and technical specifications that are part of the Civil UAVs Initiative.

Within the framework of the initiative the Government of Galicia has identified a series of public services that could be improved through innovative technological solutions based on UAVs.

The public services identified are managed by the following departments of the Government of Galicia:

- Regional Ministry of Rural and Maritime Areas
- Regional Ministry of The Environment, Territory and Infrastructures
- Regional Ministry of Health
- Vice-presidency and Regional Ministry of the President's Office, Public Administration and Justice (Galician Emergency Agency)
- President's Office (Tourism Agency of Galicia)
- Regional Ministry of Culture, Education and University Administration

The public services that could be improved through innovative solutions based on UAVs can be grouped as follows:

1. Efficient management of land resources, agriculture, stockbreeding and biomass:

Although Galicia's natural resources are one of its most valuable assets, they are subject to a number of threats:

At present, one of the main threats is forest fires, which represent the loss of thousands of hectares every year, and the control and extinguishing of the fires means a very high cost for the public finances.

Among the possible uses in the field of land resources, the following have been identified:

- Fire prevention: UAVs are very useful from the point of view of forest fire management. Before a fire UAVs can be used to monitor vegetation levels and estimate the level of water stress and the level of risk: in the event of fire, they can be used for the early detection of outbreaks, confirmation, location and monitoring (providing support to fire-fighting teams at an early stage) and, after the fire has been extinguished, they are also very useful for estimating the effects of a fire and, particularly, calculating the extent of burned areas.
- Detection of firebugs: Several studies carried out by the Government of Galicia reveal that a high percentage of forest fires in the region are started intentionally. Here, UAVs are a very effective solution to detect and monitor firebugs thanks to their ability to fly day and night missions and detect movements several kilometres away.
- Forestry resources: Using new remote sensing and aerial photography technology, UAVs are a valuable tool when carrying out a forestry inventory. At present, the estimate of these variables for the management of resources is usually calculated through field inventories in the form of pilot sampling, a method that is expensive in terms of time spent and errors of estimation. Thanks to the UAV-based mission system, this kind of inventory can be done faster, cheaper and more reliably, which ultimately means better management of the resources.
- Agriculture and stockbreeding: When it comes to inspecting and controlling livestock and crops, UAV-based solutions show great benefits in terms of optimising costs, time and resources.
- Other applications: These vehicles offer great advantages when applying them in other fields such as measuring volumes in quarries, soil degradation and erosion, etc.

2. Efficient management of water resources:

Discharges and natural disasters such as red tides of algae have a great impact on the economy of Galicia, not just in terms of the cost for the Administration but also through the direct impact on key activities for the region such as aquiculture, shellfish harvesting and extractive fishing. When it comes to managing water resources, UAV-based systems offer great potential, especially in control and surveillance applications:

- Discharges and waste: UAVs optimise the cost/performance ratio for the early detection of discharge and waste and for their high potential for facilitating the planning of interventions by the Administration.
- Hydrological catchment areas: The control and management of water resources is gaining in importance all the time. It is essential to know the state of the different infrastructures involved, both in terms of regulation and piping/channelling. UAV-based systems enable the control and analysis of the state of river basins, areas at risk of flooding and landslides. They also allow the evaluation and quantification of the level of water reserves and its evolution over different periods, facilitating high-resolution digital models of the terrain to simulate and calculate the level of reserves accurately.

3. Efficient management of the territory, cultural heritage and tourism:

UAV-based solutions facilitate efficient management of the territory and the cultural heritage of Galicia through the development of systems for different applications, e.g. cadastral inventory and control, or an inventory of the cultural heritage of the region, among others.

They also constitute the ideal vehicle for integrating systems aimed at the valorisation of tourism, particularly for the promotion of tourism heritage, the management and monitoring of tourist destinations and crowds of people, or the capture of information in different formats.

Some of the potential cases for use identified are listed below:

- Cadastrre: With the data from sensors installed in UAVs, cadastral maps can be created through the digitalisation of geo-referenced aerial photographs. This leads to lower operating costs, the continuous updating of the inventory and an immediate ability to control the proliferation of illegal constructions.
- Historical heritage: As well as the applications for making an inventory of heritage sites, UAVs are very useful when it comes to checking their state of conservation, valorising them and even 3D modelling them using multi-sensorial fusion systems. The location of archaeological sites is also of particular interest, both in terms of research and enhancement of their value.
- Tourism: The natural application of UAVs to tourism is based on taking videos and aerial photographs for promotion activities. Apart from this application, there are others that are not so evident, e.g. carrying out virtual visits to inaccessible heritage sites or the monitoring and control of crowds of people and tourist destinations.
- Cartography: Within the potential uses identified, great attention should be paid to the ability of UAV-based systems to generate maps of large surface areas at a low cost. In this way, the maps generated by geo-referenced information provided by UAVs can be exploited in a number of applications: Cadastre, Construction, Meteorology, Communications, Mining, Geography, Biology, Oceanography, Environmental Impact Studies, etc.

4. The efficient management of emergency situations:

The use of UAVs by the emergency services provides vital information for decision-making, minimising costs and the risk to human life. Specifically, UAV-based systems can prove very useful, especially in the coordination of operations that involve a number of Administrations.

In addition to the virtues mentioned above, this kind of vehicle allows the performance of specific control, surveillance, rescue support and salvage missions that are of great value to the Administration:

- Disaster zones: In the event of accidents, natural disasters or those caused by human activity, UAVs add value to search, rescue and salvage missions because they can be deployed quickly and can fly in adverse weather conditions or in poor visibility.
- Evaluation of disasters: Thanks to the sensors installed in them, UAVs are the ideal solution for evaluating damage in disaster situations, either natural or intentionally caused.

B.5. Definitions.

- **Partnership agreement for the pre-commercial development of UAVs (hereafter, the partnership agreement):** The contract signed between the management agency and each economic operator selected as a technological and industrial partner, the aim being the pooling of means and resources to carry out a joint R&D+i programme.
- **Rozas airfield:** A site equipped with runways and other facilities and infrastructures for the take-off and landing of aircraft.
- **CIAR:** Rozas Aerospace Research Centre (hereafter, CIAR). It has the status of Joint Centre of Shared Ownership between the Spanish Government and the Regional Government, in accordance with article 34 and the 21st additional disposition of Law 14/2011 (dated 1st June 2011) on Science, Technology and Innovation.
- **Preliminary market consultations:** An instrument to be applied in the preparatory phase of the contracts, in which the contracting parties can participate to obtain information on the capacity of the market and the state of the science or technology, and inform economic operators on the projects and requirements for future contracting procedures.
- **Economic contribution:** The contribution in currency made by any of the signatories to the partnership agreement. In the case of the Regional Administration, it commits a maximum contribution of 25,410,000 euros (IVA included) for the joint R&D programme.
- **Early demand maps:** An informative instrument for future contracting procedures to be used by the contracting authorities for the purpose of informing the market sufficiently in advance so that operators can prepare their offers, thus enabling better planning and a reduction in the level of risk.
- **Means and resources:** All the equipment, persons, investments and economic contributions made on an individual basis to the Regional Government and the Strategic Partner to carry out the joint R&D programme.
- **Managing body:** The Galician Innovation Agency (GAIN), as the body that implements the initiative and is, therefore, the representative of the Government of Galicia at the signature of the partnership agreement.
- **Technology Park:** An area dedicated to innovation, located on land that has been urbanised and graded for business use. To guarantee this orientation towards innovation, the area should have a legally constituted professional management body that represents the technology park, specialised in providing value-added services mainly related to R&D+i and with fully-completed

and operational infrastructures that are sufficient for carrying out technological and innovation activities. It should also use technological tools for management.

- **Development plan for the Technology Pole:** The series of activities and commitments in the short, medium and long term by the technological and industrial partner to contribute to the development policy of the Technology Pole.
- **Technology Pole:** Area or scope of influence for a particular development and technological innovation.
- **Joint R&D+i programme:** The programme of research, development and innovation activities that the Technological and Industrial Partner during the contract period, making use of the means and resources committed by the signatories of the partnership agreement (hereafter 'the programme', 'the joint programme' or 'the R&D programme').
- **Technological or industrial partner:** Each economic operator or grouping of economic operators with which GAIN signs a partnership agreement as the result of this tendering process.
- **Users:** The departments and entities of the Government of Galicia that have competencies in the public services that will be subject to improvement through the use of UAVs.

PART II. PHASE I (RFP-A): DOCUMENT REGULATING THE PROCEDURE FOR THE SELECTION OF THE STRATEGIC PARTNER(S) FOR THE PARTNERSHIP AGREEMENT FOR PRE-COMMERCIAL DEVELOPMENT.

(Phase I-Request for Proposals-A (RFP-A)).

Call for the selection of the strategic partner or partners to sign a partnership agreement for the pre-commercial development of the Civil UAVs Initiative to use UAVs in the civil domain, and particularly in the improvement of public services.

A. BACKGROUND

A.1. An introduction to pre-commercial public procurement.

Pre-commercial public procurement (PCP) is a procedure for competitive public procurement that enables public bodies to cooperate with companies that work in the field of innovation and other organisations interested in research and development projects with a view to creating innovative solutions to deal with the needs of the public sector and the challenges facing it. The idea is that innovative solutions should be created through a public procurement procedure in phases, with the aim of reducing the level of potential risk.

PCP is envisaged in a document by the European Commission titled “Driving innovation to ensure sustainable high quality public services in Europe” Brussels, 14.12.2007. COM [2007] 799 final and a document prepared by European Commission personnel titled “Example of a possible approach to contracting research and development services by sharing risks and benefits under market conditions: pre-commercial public procurement”. SEC [2007] 1668), as a competitive procedure for the procurement of research and development (“R&D”) services that allow public procurement bodies to:

- Share the risks and benefits derived from designing and developing prototypes and testing new

Create optimal conditions for large-scale commercialisation and the implementation of the products and services with suppliers and other stakeholders (e.g. end users).

- Results of R&D through standardisation and/or publication.
- Coordinate the efforts of several purchasers to achieve the innovation objective within the existing legal framework, thereby providing opportunities for the development of different ideas at the same time. These ideas may finally be acquired through joint public commercial procurement, in accordance with existing Directives on Public Procurement.

The PCP is outside the scope of application of Directive 2014/24/UE of the European Parliament and the Council (dated 26 February 2014) on public procurement procedures, which repealed Directive 2004/18/CE. Its article 14 states that the Directive will only be applied to public service contracts for research and development included under codes CPV 73000000-2 to 73120000-9, 73300000-5, 73420000-2 and 73430000-5, provided that the following conditions are fulfilled:

a) that the benefits should belong exclusively to the contracting authority for use in the exercise of its own activity, and

b) that the service provided should be fully remunerated by the contracting authority.

In line with this provision, the Revised Text of the Law on Public Sector Contracting approved by Legislative Royal Decree 3/2011 dated 14 November 2011 (“TRLCSP”) also excludes, from its scope of application, “research and development contracts fully remunerated by the contracting authority, provided that the authority shares, with the companies awarded the contracts, the risks and benefits of the scientific and technical research required to carry out innovative solutions that surpass those available in the market. When awarding these contracts, the principles of publicity, competition, transparency, confidentiality, equality and non-discrimination must be observed, together with the selection of the most advantageous offer from the economic point of view.” (Article 4.1 r) TRLCSP).

Given these considerations, the exclusion of the PCO from the scope of application of Directive 201 and the TRLCSP requires:

- That the award should have R&D services as its aim.
- That the risks and benefits are shared between the public procurement body and the provider of R&D services, and that the resulting intellectual property rights should also be shared.
- Contracting through a competitive procedure designed to exclude potential situations of public assistance. This means that the R&D services should be remunerated at market prices.

A.2. Phase I of the “Civil UAVs Initiative”: Partnership Agreement for pre-commercial development.

This Notice aims to draw the attention of Member States to the opportunities available in the under-used modality of pre-commercial contracting.

To do this, it offers (as an example) a possible application or procedure in line with the current legal framework, although it points out that other approaches may be possible.

The “Civil UAVs Initiative” sets out to use pre-commercial contracting as a way of promoting the use of UAVs in the civil domain, and particularly in the improvement of public services, promoting an aerospace research and technology pole at Rozas airfield.

The objective of Phase I is to establish, together with the economic operator (or operators) awarded the contract, a partnership or agreement that will enable the development of Rozas as a technology park and the development of solutions, products, services or other innovative projects in UAVs that are not available in the market. The ultimate aim is the improvement of the public services listed in Annex 1.

Phase 1 does not envisage the acquisition of products, services or innovative projects, which are subject to separate contracting procedures, as the case may be.

The partnership for pre-commercial development envisaged in the first phase of development consists of the selection of one or more technological partners for the future technology park. The partnership will set out to pool means and resources, as agreed, for the development of innovative products and services that are not currently available in the market in the UAVs sector, and also the pre-commercial development of innovative solutions, products and services in UAVs that are not available in the market, with a view to improving the public services listed in Annex 1.

Annex I highlights the public services for which the development of innovative solutions is envisaged, plus a determination of the needs that could be covered in future by these innovative products and services that cannot be covered by the acquisition of products and services currently in the market. The information provided is sufficiently precise for economic operators to identify the nature and scope of the cooperation required, so that they can decide if they wish to participate in the future procedure.

The contracting authority may decide to create a partnership for pre-commercial development with one or more partners that carry out R&D activities separately or jointly, the case may be.

Economic operators will be invited to take part in the procedure after an evaluation of the information provided.

A dialogue will be held with the participants on their initial bids, in line with the terms of this document. The minimum requirements set forth in this document and the award criteria will not be negotiable.

The partnership agreement for pre-commercial development of unmanned airborne systems proposed for Phase 1 will include the contracting of research and development in the pre-commercial phase.

The objective is to obtain R&D services in UAVs aimed at civil applications of public interest to improve the public services listed in Annex 1.

The aim is also to reduce the time to market and promote the acceptance of these new technologies in the market.

The contract will not include the commercial production or sale of the finished products.

The modality indicated has the status of pre-commercial procurement in accordance with article 4.1r) and article 13.2 b) of the Revised Text of the Law on Public Sector Contracting (Legislative Royal Decree 3/2011, of 14 November 2011), which excludes the contracting scope of the law.

This call sets out to propose to interested companies, in an open and transparent manner, the development of the best possible solutions in competition with each other to undertake the development of UAV prototypes for the public service missions stated above.

The offers presented will be analysed and compared to determine both functional and performance needs, such as the capacity and limitations of the new technological advances put forward.

Once the partner (or partners) is selected, the organisation of the services will be made in a gradual process, including an evaluation after each phase of the R&D, to select the best solutions. The objective will be to enable the public purchaser to adjust progress during the process to achieve the best fit with the needs of the public sector.

If it is possible, as a result of the number of economic operators involved, at least two of them will be retained until the final phase with the aim of ensuring the existence of a competitive market in the future.

The Central and Regional Administrations will contribute the airfield, the resources of the Joint Research Centre and the experience of the public user in the problems to be solved.

Once the pre-commercial public procurement contract has been finalised, the public purchaser will be given the comparison, which will show whether the solutions presented really surpass (or not) those available in the market at the time. The procurement procedure will not involve a commitment to purchase or a guarantee of winning a supply contract with the Administrations that participate in the large-scale commercialisation of the products obtained. This is without prejudice to the rights of use or exploitation that the Administration may reserve in line with the call for tender and the content of the contract.

As a result, the pre-commercial procurement will be disassociated from the commercial development phase and it will focus on the acquisition of the knowledge required to determine the best solutions the market can offer in the commercial development phase.

A.3. Description of the challenge brief

Annex I (Annex I: public services) to this document contains information on the brief proposed by the Regional Administration to the private sector in Phase I:

The executive summary (challenge brief) describes the needs identified and the problems to be solved, providing an initial definition and starting point for the functional and technical specifications of the competitive procedure. These will be adapted in the dialogue with candidates.

The vision of the different departments of the Government of Galicia is to have the technologies available four or five years after the publication of this call for tender, given that the research and

development needs to go through the competitive process, which will only be completed when the technologies are launched onto the market after this procedure.

The Challenge Brief may be updated in the pre-commercial development phases. These updates could consist of specifying the requirements and objectives initially laid down, but cannot include new requirements or objectives that are considerably different from those initially established.

The updates will take the form of addenda to the partnership agreement(s) signed between the contracting authority and the successful parties during the implementation of the R&D phases.

B. GENERAL CONTRACTING REGIME

B.1. Purpose of the contracting procedure

The objective of this call for tender is the signature of a partnership agreement for pre-commercial development with one or more economic operators or groups of private economic operators (hereafter, “partners”) for the pre-commercial development of UAVs that are able to cover the management needs of public services expressed by their users. These are defined in the Public Service Annex (Annex 1).

Therefore, the aim of this call is to contract R&D services under the conditions stated below.

The call does not cover the purchase of products, services or innovative devices arising from the R&D activities contracted, or already existing ones. To do this, separate contracting procedures will be used as the case may be (Phase II- RFP-B).

GAIN may decide to create a partnership for pre-commercial development with one or more partners separately or, as the case may be, jointly, if they voluntarily decide to seek synergies between their proposals or research and development activities.

In any event, the present call for tenders may be declared void if no bid is presented, or if these are not considered admissible according to the minimum criteria and requirements that appear in this document, or, when admissible bids have been presented, the contracting authority decides at its discretion to declare the call void, taking into account the suitability of the bids presented in terms of its needs.

The proposed partnership will allow the pooling of means and resources between public and private partners in the form indicated in the partnership agreement for pre-commercial development for innovative solutions, products and services in UAVs that are not available in the market to improve the public services listed in Annex I.

The partnership agreement may include:

- The study of the application of UAVs and new solutions that may be introduced for the management of public services and other markets.
- The setting of research and development objectives, to respond – through innovative solutions – to the needs established by the Regional Administration.
- In particular, the development of operational procedures for missions, action protocols, and expected response times.

- The exploration of solutions and the development of new ones, including UAV prototype development for the missions referred to above.
- The performance of operational tests.
- The evaluation of the performance of the prototypes and the adaptation of product development to the needs of the Regional Administration, to ensure compliance with its public service missions, in a phase that could still have an influence on the outcomes of the research.
- The supply or transfer of these prototypes to the Regional Administration for allocation to the resources of the technology park (CIAR) for R&D purposes, to develop applications and solutions to comply with the objectives set.
- The transfer of intellectual and industrial property rights that allows the internal use of the results of the R&D.

B.2. Administrative needs of the region.

In Annex I (Challenge Brief) of this RFP-A the public services for which the development of innovative solutions is designed are listed. It also contains a determination of the needs that could be covered in future by the innovative products and services to be promoted that cannot be covered through the purchase of products and services on the market that are already available in the market.

The information provided is precise enough for the economic operators to identify the nature and scope of the proposed cooperation, so that they can propose an R&D+i programme to solve these needs.

B.3. Means and resources contributed by the Regional Administration.

The Regional Administration will provide economic operators with the partnership agreement(s) to be signed:

- The Rozas airfield and the CIAR, within the framework of the agreements signed with la Central Administration, as the domain in which the applications will be developed: This infrastructure will enable the performance of different kinds of tests and trials, both at the level of platforms and subsystems/systems. The economic operators will state their conditions of use and the level of intensity in their bids, which will then be subject to dialogue. The use of the facilities will require the payment of established fees or, as the case may be, those agreed within the framework of the competitive dialogue procedure, following agreement by the governing bodies of the CIAR and the Central Administration.

- The know-how of the managers of the public services of the Regional Administration, and information on these services to identify needs, the design of operational procedures (missions, action protocols, expected response time) and the implementation of solutions.
- The permits required to carry out the research and tests, provided they come under the Regional Administration.
- The economic contribution of the Regional Administration.

The economic contribution of the Regional Administration in this first phase of the *Civil UAVs Initiative* will be up to 21 million euros (excluding VAT), financed by the budgets of the Galician Innovation Agency between financial years 2015 and 2020 (inclusive).

This contribution may be made to a single partner or several partners, based on the proposals made by the bidders and the interests of the Regional Administration. The Regional Administration reserves the right to increase this contribution on the basis of the proposals received, with the aim of selecting more than one strategic partner. In any event, no partner (economic operator or grouping of economic operators) will receive a contribution above this sum, so bidders should abstain from requesting a higher amount.

In its proposal, the bidder should provide detailed information on the activity calendar within the framework of the joint R&D programme, the allocation of the resources contributed by the Regional Administration for each activity, the manner in which these are integrated into the planning process and the means and resources contributed by the bidder. In this allocation the bidder should make a clear distinction between the means and resources described in this section.

B.4. Actions involved in the contract: the overall project.

B.4.a. Joint R&D+i programme.

The bidder should propose a joint R&D programme using the means and resources that the Regional Administration and the bidder should pool within the framework of the partnership agreement.

j) Means and resources contributed by the bidder for the joint R&D+i programme.

The aim of the partnership agreement is the pooling of means and resources, thereby sharing the risk involved in the research programme. Therefore, bidders should clearly state the means and resources they will contribute in their proposal, within the framework of the agreement for the performance of the R&D programme.

Every bidder is free to provide the means and resources it considers appropriate. The contracting authority will ensure that these means and resources are in line with the ambition and scope of the R&D programme proposed and with the contribution requested.

Bidders should give a detailed description, as explained in the content of the initial technical proposal, of the means and resources they commit to the initiative. In addition, all the means and resources will be subject to an economic evaluation and be included in the Financial Model to be presented, as stated in this document.

For example, and without being exclusive, bidders may contribute means and resources such as:

- R&D+i facilities.
- R&D+i assets, including UAV platforms and other equipment.
- Personnel.
- Financial contributions.
- Any other means and resources it considers appropriate that help to achieve the objectives of the joint R&D programme.

As regards the R&D facilities, the Regional Administration will provide the bidder with the facilities of the Rozas airfield and the CIAR within the framework of the agreements signed with the Central Administration, so any new installation/facility needed to carry out the joint R&D programme should be proposed by the bidder as a means or resource it contributes. The bidder may wish to offer the installation of the infrastructures or services it considers necessary to carry out the joint R&D

programme in the Rozas airfield. The bidder may also offer the installation of other infrastructures and services it considers necessary to carry out the joint programme in the area of influence of the Pole.

As for the UAV platforms, the bidder may also provide the platform (or platforms) it considers necessary to carry out the proposed programme. It should develop the proposed programme with a clear description of each of the platforms used, their present state of development, the advantages derived from their use within the framework of the proposed programme, their possible technological evolution, the pre-existing industrial property rights applicable to them (which may determine the technical progress to be made by the joint programme), and the business model through which the platforms are provided (ownership, availability, maintenance, operation, etc.). The adaptation of the platform(s) offered for the proposed programme will be evaluated, and also the use of platform systems (series of different types of platforms) that contribute overall solutions to the public service problems under consideration.

As for human resources, the bidder will provide detailed information on the equipment it facilitates for the development of the initiative, describing the profiles in a general manner. The bidder may propose human resources at Rozas airfield, the CIAR or other research or work centres of the bidder or its subcontractors. The adaptation of the team proposed in the proposed joint R&D programme will also be evaluated, together with the organisation of that team to carry out the programme.

‘Financial contributions’ will be understood to mean any commitment to make a financial contribution by the bidder, both at the start of the partnership agreement and during its period of validity. This kind of contribution could include reinvestment commitments in the Civil UAVs Initiative by the bidders, either if they refer to this initial joint R&D programme or to future joint programmes, plus any expenditure commitments that are not part of the financial contribution of the Regional Administration.

The bidder may also include (within the proposed means and resources) contributions by third parties that will participate in the joint R&D programme as subcontractors.

ii) Content of the joint R&D programme.

The R&D services contracted in the pre-commercial phase should be materialised in the design and execution of the joint research and development programme for the 2015-2020 period. Its main objective is the creation of solutions for the public needs described in Annex I. The idea is to shorten the time to market and foster acceptance of these new technologies in the market.

The means and resources contributed by the Regional Administration and the bidder will be allocated to the carrying out of the R&D programme.

A detailed definition of the R&D programme should be made by each bidder. It will then be subject to negotiation in the dialogue phase of this public tender.

The main objective of the programme should be to provide a response to the needs stated in the Annexes, although this does not mean that bidders cannot include other functionalities or uses, provided that they come under the civil use of UAVs. The Regional Administration is aware that the approach to the programme should be made based on knowledge of the market and the commercial potential of the solutions, which is only held by the bidders.

Each bidder is free to propose the R&D programme it considers appropriate and the Regional Administration will evaluate its interest jointly with the bidder, i.e. to achieve the technological development objectives in the contract and to drive the policy to develop an aerospace pole in Galicia. In any event, the evaluation of each programme will be made on the basis of the balance between the programme, the means and resources proposed, and the financial contribution requested of the Regional Administration.

The R&D programme proposal made by each bidder must establish the following, at least:

- a) **The vision:** Understood as a detailed description of the aim of the joint programme, i.e. the situation to be reached by both the bidder and the Regional Administration in 2020. The vision should also include the contribution of the programme to the development policies of the aerospace Technology Pole of the Regional Administration.
- b) **The functional objectives of the Programme,** which should include an initial definition of the solutions proposed for each of the public services listed in Annex I or, as the case may be, different public services proposed by the bidder. If the bidder decides to only select a part of the public services listed in Annex I and, therefore, exclude some others or include services not initially envisaged, it should explain the reasons why it makes that exclusion or inclusion.
- c) **The general scientific-technical objectives of the programme:** Including the starting situation of the bidder (and its means and resources) in relation to the state of the art. It should list the technological objectives aimed at, with the means and resources contributed, putting particular emphasis on the UAV platform (or platforms) it plans to use or develop in the programme, and the adaptation(s) needed to achieve those objectives.
- d) **The lines of research and development:** These should respond to the general scientific-technical objectives described previously. The bidder should describe the particular scientific-technical objectives of each of these lines, a general description of the line, the starting situation of the bidder vis-à-vis these objectives, and how it will describe the state of the art in each of the lines. It should also describe the advances that will occur in each line after the execution of the joint R&D programme. It should also indicate the added value provided by each line of R&D, this being

understood as the long-term impact that the creation of knowledge in Galicia could have in each specific line.

e) **Expected results (outputs):** Understood as products (new or improved platforms, equipment involved, etc.) and services (coastal surveillance, fire-fighting, etc.) that will be obtained at the end of the joint programme. The bidder should give a detailed description of each product or service, with each objective and line of research. In the case of resulting products, special mention should be made of the starting TRL for each product and the finishing TRL after the execution of the R&D+i programme (using the data sheet in Annex 7: Card describing results and TRLs). In the case of services that can be provided commercially after the completion of the programme, the bidder will describe each service and its ability to respond to the needs expressed by the Regional Administration in Annex 1. The bidder should also describe the mechanisms for protecting the results obtained (Annex 7: record card with results and TRLs).

f) **The outcomes and impacts of the joint programme on the environment:** ‘Outcomes’ are understood as the series of changes arising directly or indirectly from the execution of the programme in the participating entities and in the area of influence of the initiative, and ‘impacts’ are the programme’s ability to transform things in the long term (both in the immediate environment and in the bidder), with particular emphasis on its ability to improve the quality and efficiency of public services. (Annex 8: List of outcomes of the joint R&D programme desired by the Regional Administration; a list of these is included).

g) **The planning of activities in the programme:** This section should include a description of the activities, companies and or research centres taking part in the programme, the means and resources used for each activity, the location of the tasks and sub-tasks of each activity, and the results obtained. As for the means and resources, as mentioned above, the planning process should expressly envisage the use that will be made of the means and resources contributed by the Regional Administration, broken down by type. The contribution of knowledge by the Regional Administration through its services and departments should be indicated as ‘use of personnel of the Regional Administration’, and allocated as man hours.

h) **Timetable of activities and GANTT chart,** showing the timescale of the activities and highlighting the milestones. The main milestones of the programme should be clearly indicated in the timetable, e.g. starting date for flights, the opening of new installations, etc.

i) **Participation of companies and research centres in the area of influence of the Pole,** describing the lines of research and activities participated in, in accordance with the terms of this document and Annex 3 (Record cards: subcontracting of Universities, Centres and Companies in the area of influence).

j) **The proposal for the final transfer of knowledge and results to the Regional Administration.** In particular, the proposal on the conditions regarding the DPI that appears in the partnership agreement, relative to its use by the contracting administration and the regional public sector, or access by third parties. The bidders will also propose the conditions for the granting of a licence for use in the R&D programme. It will be included, as the case may be, in the proposal for the transfer of the prototypes developed to the Regional Administration for allocation to the resources of the CIAR technology park for R&D purposes.

k) **The proposal for contributions to the partnership agreement aimed at ensuring its sustainability in the long term.** The Regional Administration considers this initiative strategic for the development of the pole, which is also necessary to ensure the sustainability of the partnership agreement in the long term. Therefore, the following kinds of proposals aimed at ensuring the long-term sustainability of the partnership agreement are considered to be of interest (examples):

i) Industrial investment commitments linked to the aerospace sector.

ii) Commitments to develop industrial chains in the sector in the area of influence, including the training of suppliers and their homologation, etc.; the ability to attract further investment as a result of the decisions taken by the bidder

iii) Commitments to the creation of synergies (productive or technological) with other production sectors in the area of influence such as automotive, shipbuilding, etc.

iv) Commitments to the creation of synergies with the knowledge sector, and in particular those aimed at maintaining knowledge in the long term through, for example, agreements with universities and research centres, twinning arrangements with international universities, funding of research groups, creation of specialised Chairs, work experience programmes, etc. and in terms of their economic sustainability,

v) Indirect returns in the medium and long term in the aerospace sector.

l) **Formulae for control, guarantees and expected modifications:** In this section the conditions proposed in relation to control measures by the Administration regarding the execution of the contract will be developed, plus the contractual penalties or guarantees applicable in the event of breach of contractual obligations, contract provisions related to possible modifications to the research programme due to contingencies that occur during the course of the programme.

B.4.b. Other proposals to maximise the socioeconomic impact of the partnership agreement.

Together with the information on the joint R&D programme, bidders should also include the activities required to carry out specific measures designed to maximise the socioeconomic impact of

the initiative. In this respect, and without prejudice to other general effects the project may have on society and the economy, the following are understood as ‘socioeconomic impact’:

- a) A development plan for SMEs that take part in the initiative, with the bidder proposing a specific plan for these companies focused on achieving their development in the medium and long term
- b) The development of start-ups directly or indirectly linked to the initiative. This could include both individual initiatives by the bidder or jointly with other entities such as universities, research centres, etc. (i.e. the creation of company seedbeds in the area of influence of the Pole)
- c) The creation of direct or indirect jobs linked to the aerospace sector in Galicia.
- d) The dissemination of science and technology in Galicia, with activities that valorise the research done in Rozas and have citizens as their target, with special attention to children and young people (e.g. demonstrators in cities, school visits to Rozas...). In this area, the bidder should propose at least one launch campaign and one closing campaign for the initiative that includes specific activities of communication and dissemination in the first six months (in the first case) and in the last six months of the programme (in the second), the aim being to involve the people of Galicia in the initiative.
- e) Any other activity that aims to maximise the impact of the initiative on the area of influence and the general public.

B.5. Legal regime for this procurement arrangement.

This contract will be governed by the terms of this document, which contains the agreements and conditions that define the rights and obligations assumed by the contracting authority, the bidders and, when the time comes, the partners awarded the contract. The bids should also be aimed at covering the needs detected by the Regional Administration and the outputs of the projects.

The procurement procedure comes under pre-commercial public procurement (PCP). PCP is a contracting system for R&D services in which the public purchaser does not reserve the results of the R&D for its exclusive use, it shares – with the companies – the risks and benefits of the R&D required to develop innovative solutions that surpass those currently available in the market.

PCP is a way of attracting resources for research and innovation that allows Public Administrations to create links with innovation companies and other organisations interested in development projects, the objective being to find innovative solutions that are specifically aimed at needs and challenges facing the public sector.

The current procedure is not covered by the scope of application of the Revised Text of the Law on Public Sector Contracting because, in accordance with the terms of article 4.1.r) and article 13.2 of the TRLCSP and article 17 of the New Directive 2014/24/UE of the European Parliament and the Council of 26 February 2014 on public procurement that repealed Directive 2004/18/CE.

In any event, the award will be made according to the principles, of publicity, competition, transparency, confidentiality, equality and non-discrimination and the selection of the most advantageous bid in economic terms.

B.6. The contracting authority.

According to the terms of article 34.2 of Decree 50/2012 of 12 January, the contracting authority is the Galician Innovation Agency.

B.7. Budget for the procurement procedure.

The maximum budget for this procurement procedure is €21,000,000 (excluding VAT).

The financial contribution of the Regional Administration will be made against the budget of the Galician Innovation Agency for the financial years from 2015 to 2020 (inclusive) in the following terms:

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| GAIN |
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|--------------------|--------------|-----------------|--------------|--------------|--------------|---------------|
| Budget item | | 08.A3.61A.640.0 | | | | |
| 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | TOTAL |
| 10,000.00 | 5,100,000.00 | 5,100,000.00 | 5,100,000.00 | 5,100,000.00 | 5,000,000.00 | 25,410.000.00 |

This contribution may be made to a single partner (individual economic operator or grouping of economic partners) or to more than one partner, based on the proposals made by the bidders and in the interests of the Regional Administration. The Regional Administration reserves the right to increase this contribution depending on the proposals received and budget availability, with the aim of selecting more than one strategic partner, provided that the increase in the expenditure ceiling is authorised by the competent bodies in accordance with budgetary legislation. In any event, no partner will receive a contribution higher than the sum stated above, so bidders should abstain from requesting a contribution higher than that figure.

B.8. Duration.

The maximum term of the partnership agreement for pre-commercial development and the research and development projects included in it will be 5 years, without prejudice to the duration of the longer-term commitments assumed by the bidders within the framework of the partnership agreement. In particular, the commitments assumed in relation to intellectual and industrial property rights will be maintained until the end of the legal term of these rights.

In particular, the duration of each of the research and development projects included in the partnership agreement will be indicated in it, and it should be consistent with the degree of innovation of the proposed solution and the sequence of the research and innovation activities required for the development of an innovative solution that is not yet available in the market.

The maximum term of the partnership agreement and of the projects included in it may be extended in cases where, for reasons not attributable to the partner or partners, delays occur in the development of the projects. In such cases, the partner or partners should request an extension in writing, indicating the reasons for the delay and stating its intention to comply with its commitments. The extension will be granted by the Administration for a period that will be at least as long as the time lost, unless the partner (or partners) requests a shorter period. This extension will not involve increased economic commitments on the part of the contracting authority, without prejudice to it making adjustment to annual payments that may be required in the Administration's payments schedule.

The estimated date of formalization of the partnership agreement and start of activities is 1 December 2015, and the programme will conclude on 1 November 2020.

B.9. Reference of the Dossier

Administrative unit: Área de Gestión de GAIN, Plaza de Europa, 10A, 6º B, 15707, Santiago de Compostela, A Coruña (Spain), tel. 34 981 957 014, fax 34 981 541 039

All the information related to the dossier will be available to bidders on the GAIN website (<http://gain.xunta.es>), under 'Contractor of Gain' (<http://gain.xunta.es/artigos/50/perfil+do+contratante>) and the Public Procurement Platform of Galicia (www.contratosdeg Galicia.es).

Any queries or requests for further information related to the dossier by the candidates should be sent in writing to the following e-mail address: programas.gain@xunta.es

Any questions or queries related to the competitive dialogue procedure should be sent to the same e-mail address at least three days before the end of the period for the presentation of applications to participate. After this date, it will not be possible to publish answers.

The answers will be binding on the contracting authority and will be made public on the abovementioned website, in the contractor profile section and on the procurement platform of Galicia, to ensure equality and fair competition in the bidding process.

B.10. Publicity and Communications.

All decisions on the selection and award under the procedure in Phase I of the "Civil UAVs Initiative", and also the announcement of public acts of the contracting authority, will be published on the official website: www.civiluavsinitiative.com and in the contractor profile section. They may also be published in the Official Gazette of Galicia or in another official bulletin if the contracting authority considers it opportune.

The contracting authority may request the bidders to provide clarification, further information or certification (of their proposals, documents provided, or manifestations made during the procedure), allowing a reasonable period of up to six (6) working days to fulfil such a request. The request may include a warning of exclusion of the bidder in the event of non-compliance.

C. REQUIREMENTS OF THE PARTICIPANTS.

C.1. Aptitude and capability.

Spanish or foreign natural or legal persons may apply for this procurement procedure, either individually or through a grouping of economic operators that have full capacity to operate, are not subject to prohibitions regarding contracting indicated in this document and can certify the economic/financial or technical/professional solvency requested of them.

In no case may persons enter into a procurement procedure with the Regional Administration if any of the circumstances stated in article 60 of the TRLCSP are applicable. If the bidder fulfils any of these prohibition criteria, it will be excluded from participating in the present procedure.

Only legal persons may be awarded a partnership agreement or research and development contracts, and their services will be included within the objectives, purpose or scope of activity which correspond to them under their articles of association or founding rules.

C.1.a. EU companies.

Non-Spanish companies in the European Union, in accordance with the legislation of the Member State they are registered in, are entitled to present their candidatures for this procurement procedure if they have the capability to provide the service(s) in question.

In cases where the legislation of the State in which these companies are registered demands special authorisation or belonging to a certain organisation to be able to provide the service in question in that State, the company/companies shall provide proof that they comply with this requirement.

C.1.b. Non-EU companies.

Natural or legal persons from non-EU States should justify, by means of a report by the respective Spanish Permanent Diplomatic Mission (which should be attached to the documentation presented), that the State of origin of the foreign company also allows the participation of Spanish companies in procurement procedures with its Administration and other public sector entities, bodies, or organisations in a substantially similar manner.

C.1.c. Grouping of economic operators.

Groupings of economic operators that are temporarily constituted for the purpose may participate in this procurement procedure without having to formalise a consortium/joint venture in a public document until the award of the partnership agreement has been made in its favour.

Entrepreneurs who bid in temporary joint ventures will be joint and severally liable, and should appoint a single representative or proxy of the grouping with sufficient powers to exercise its rights and fulfil the obligations arising from the contract until its termination, without prejudice to the existence of any joint powers they may confer for the collection and payment of substantial sums.

For the purposes of the tender, entrepreneurs that wish to bid in a temporary joint venture should indicate the names and situations of the persons that make it up and the participation of each one, and they should also make a commitment to formally constitute themselves as a temporary joint venture if they are awarded the partnership agreement.

The duration of these temporary joint ventures will coincide with the partnership agreement until its termination.

Exceptionally, the contracting authority may authorise changes in the composition of one of these groupings of economic operations that participate in the competitive dialogue procedure, and also the creation of groupings of bidders that are different from those who bid at the start of the competitive dialogue procedure.

This authorisation may be made in writing during the competitive dialogue procedure, and it will be rejected if:

- It represents the entry of new participants different from those that presented bids individually or as a grouping of operators at the beginning of the procedure, or if it involves the entry of participants that have withdrawn or been previously excluded from the procedure.
- The solvency of any of the groupings of economic operators is such that it determines the non-admission of its candidature.

No changes will be admitted in the composition of the grouping of economic operators if these occur during the pre-commercial development phase, except in the case of insolvency of one of the members of the grouping of economic operators or in the case of a business restructuring operation that affects one or more of the members of the grouping of economic operators through merger, acquisition, conversion or transmission of a company or business unit.

C.1.d. Subcontractors

Subcontracting is allowed in the partnership agreement for pre-commercial development.

Participating bidders (individual or jointly) that wish to subcontract part of the research and development services should indicate in their technical proposal, and during the dialogue phase, which parts and projects they wish to subcontract to other contractors (universities, research centres, companies, etc.), filling in Annex 3 (Record card: subcontracting to universities, research

centres and companies in the area of influence) for the purpose, in which the subcontractor declares that it has been informed and states its consent to the dispositions and requirements contained in this document (particularly aspects related to intellectual and industrial property rights), that it complies with the solvency requirements for the provision of the subcontracted services, and puts its resources at the disposal of the bidder throughout the duration of the contract.

For the purposes of this call for tender, subcontractors may formalise a commitment to contract different economic operators or groupings of economic operators.

If the partner awarded the contract needs to change or add new subcontractors later (during the pre-commercial development phase), this should be previously authorised by the procurement panel, following a proposal submitted together with the abovementioned Annex 3. The replacement of subcontractors that affects the conditions taken into account for the award will not be admitted.

Changes in the relationship with subcontractors may not be made if they create problems in terms of intellectual or industrial property rights.

Even if a subcontracting procedure takes place in accordance with this section, the partner awarded the contract will continue to be liable to the contracting authority for the performance and fulfilment of all its obligations established in the partnership agreement and in the phase contracts, and it will also be liable for any damage caused as a result of any negligence attributable to its subcontractor.

C.1.e. Companies belonging to the same business group.

Related companies will be considered as those that fulfil one or more of the hypotheses envisaged in article 42 of the Commercial Code.

The presentation of different proposals by related companies will mean the exclusion of the bids made from the present procurement procedure, to all intents and purposes.

When it is a case of companies belonging to the same group, these being understood to come under one or other of the hypotheses envisaged in article 42.1 of the Commercial Code, that present different proposals to bid individually or as a temporary joint venture for the partnership agreement, this will be sufficient motive for exclusion from the bidding procedure.

Nevertheless, the presentation of a single bid by a temporary joint venture made up of several related companies will be admitted.

For the purposes of the terms of this section, companies belonging to the same group who bid in the same tender must present a declaration with details of the companies reflected.

C.2. Specification of solvency conditions.

Bidders must accredit their economic/financial or technical/professional solvency in the following manner:

C.2.a. Economic or financial solvency.

The economic and financial solvency of the bidder must be accredited as follows:

- Annual turnover in the aerospace field, including both research and development services and the supply of goods and the provision of services, particularly those related to the public services referred to in this document, in each of the last three financial years.

The following is established as a **minimum solvency requirement** to be able to participate in the competitive dialogue phase:

- The level of turnover referred to above should be equivalent to, or higher than, 50 million euros per year in each of the last three financial years.

To do this, the corresponding declaration must be presented (shown in Annex 2).

For the purposes of this criterion, the companies that are part of a business group may present the consolidated figures of that group of companies.

C.2.b. Technical and professional solvency

The technical and professional solvency of the bidder should be accredited as follows:

- A list of the main services and works carried out for third parties or internal R&D projects completed in the previous five years, including the sums involved, dates, and whether they are works or services, and the recipient (public or private) of the same.

For this purpose, bidders should accredit their technical solvency through the presentation of a list of projects or works in the aerospace field in which they have participated, using the form included in Annex 5 (Record card for the presentation of references). These records should be referenced and classified in the following categories:

- R&D service contracts in the aerospace area, both with public and private customers.
- R&D service contracts in the area of UAVs, both with public and private customers.
- Service contracts with Public Administrations in the field of the public services described in Annex I.

- Internal R&D projects in the aerospace field financed by Public Administrations through public calls for tender to support R&D project or any other instrument of public support for R&D.
- Internal R&D projects on UAVs financed by Public Administrations through public calls for tender to support R&D projects or any other instrument of public support for R&D.
- Internal R&D projects related to the public services listed in Annex 1 that were financed by Public Administrations through public calls for tender to support R&D projects or any other instrument of public support for R&D.
- Internal R&D projects in the areas mentioned above, provided that they are duly justified.
- Other service contracts for R&D+i and R&D projects financed through public instruments to support R&D in which the bidder shows its relationship with or interest in the CIVIL UAVs Initiative.

Each bidder may present a maximum of 20 references.

The following is established as a **minimum solvency requirement** in order to be able to participate in the dialogue phase:

- It should present at least one service for a third party or an internal R&D project carried out in the last five years.

To do this, the corresponding affidavit should be presented (shown in Annex 2).

To accredit the necessary solvency – either economic, financial, technical or professional – the entrepreneur may refer to the solvency and means of other entities, regardless of the legal links it may have with them, provided it is demonstrated that the entrepreneur effectively has these means at its disposal for the execution of the contract.

When is it a case of companies belonging to the same group, these being understood to come under one or other of the hypotheses envisaged in article 42.1 of the Commercial Code, the entrepreneur may refer to the solvency and means of these elements of its business group, provided it is demonstrated that the entrepreneur effectively has these means at its disposal for the execution of the contract.

C.3. Selection criteria for candidates to participate in the dialogue.

For the selection of participants that will be invited to present their proposal for the competitive dialogue phase, the following objective criteria will be applied:

- a) Annual turnover in the aerospace field in the last three financial years: 50 points

The following criteria will be applied: the 50 points will be assigned to the economic operator or grouping of economic operators that presents the highest turnover. The remaining operators or grouping will be scored proportionally on the basis of their turnover.

b) Sum of the main services and works for third parties or internal R&D projects carried out in the last five years: 50 points.

The following criteria will be applied: the 50 points will be assigned to the economic operator or grouping of economic operators that presents the highest sum. The remaining operators or grouping will be scored proportionally on the basis of their turnover.

The 10 economic operators or groupings of economic operators that have the highest score will be invited to formulate their proposal, after adding the points corresponding to them to the annual turnover and the sum of the main services and works for third parties or internal R&D projects.

D.SELECTION PROCEDURE FOR THE PARTNER(S) IN PHASE I OF THE CIVIL UAVS INITIATIVE.

D.1. Phases of the procedure.

The selection of the partner(s) for the formalisation of the partnership agreement for pre-commercial development will be made through a competitive dialogue procedure with the selected bidders, once their capacity and solvency required in this document has been verified.

The competitive dialogue procedure is a procedure in which the contracting authority carries out a dialogue with the selected candidates following a request by them, with a view to developing the solutions that can satisfy its needs and act as a basis for the selected candidates to present a final bid. In the course of this dialogue all the aspects of the partnership agreement for pre-commercial development can be discussed.

The process will take place in a number of phases, summarised in the following table. The phases will be developed according to the following clauses:

| Phases | Period | Documentation | No. of participants |
|--------------------------|---|---|---------------------|
| PRELIMINARY PHASE | 15 calendar days from publication in the DOG ¹ | Request for participation Solvency check | Not restricted |
| DIALOGUE PHASE | 20 calendar days from the invitation | Initial solution proposal | Max. 10 |
| FINAL PHASE | 10 calendar days from the close of the dialogue phase | Final solution proposal | Min. 2 Max. 5 |

D.1.a. Prior selection of candidates for the dialogue phase:

i) Description

Any bidder that complies with the established requirements for capacity and solvency contained in this document may participate in this competitive procedure.

¹ Official Gazette of Galicia

This document establishes the objective criteria for solvency, according to which the candidates that will be invited to present proposals to start the dialogue procedure will be selected.

Only bidders selected by the contracting authority may present proposals, following a request by them and after having demonstrated their solvency.

The contracting authority will invite a maximum of 10 candidates to participate in the dialogue phase.

In any event, the number of candidates invited should be sufficient to ensure effective competition, provided there are enough candidates that fulfil the established requirements.

The criteria or objective and non-discriminatory norms used to select candidates, and the maximum number that will be invited to present proposals, are indicated in this document and will also be included in the invitation to tender.

ii) Applications to participate

The period for the presentation of “**Applications to Participate**” will be 15 calendar days from the publication of the invitation to tender in the DOG.

The Applications to Participate should be accompanied by the administrative documentation (ENVELOPE A) in Galician, Spanish or English) listed in this document.

iii) Selection of candidates

The procurement panel set up for the purpose will check the entity and solvency of the bidders and will select those that will pass to the dialogue phase, bearing in mind the selection criteria established in this document.

The contracting authority, following a proposal by the procurement panel, will simultaneously invite, in writing, the selected candidates to present their proposals within 20 calendar days.

The number of candidates invited to present proposals should be at least six. When the number of candidates that fulfil the selection criteria is lower than this minimum number, the contracting authority may continue the procedure with those that meet the requirements stated.

The maximum number of candidates invited is 10.

iv) Content of invitations and information to selected candidates.

The invitations will contain a reference to the published invitation to tender and will indicate the deadline for the reception of proposals, the address they should be sent to and the language in

which they should be written - Galician, Spanish or English – and the criteria for the award of the contract that will be taken into account in the negotiation and their relative weighting.

D.1.b. Dialogue phase with the selected candidates.

i) Description

The candidates selected to pass to the DIALOGUE PHASE should present a technical proposal for an **initial solution** within 20 calendar days starting from the day after the sending of the invitation.

Once the procurement panel has examined the initial solution proposals of the selected candidates it will notify them in writing of their admission and the date, place and time when the dialogue phase will begin.

The duration of the dialogue will depend on the complexity and progress of the negotiations.

The contracting authority will carry out a dialogue with the selected candidates based on their overall initial solution proposal, the aim being to evaluate the proposals that set out to cover the needs indicated by the contracting authority that cannot be satisfied by existing solutions, as stated in this document. During the dialogue all the aspects of the partnership agreement for pre-commercial development can be discussed with the selected candidates.

The procedure will be structured in consecutive phases in order to gradually reduce the number of solutions to be examined in the dialogue phase, through the application of the evaluation criteria indicated in this document. The number of solutions examined in the final phase will be a minimum of 2, to ensure effective competition between them, provided that a sufficient number of solutions or suitable candidates have been presented.

During the dialogue, the contracting authority will give equal treatment to all the bidders and, in particular, will not provide information in a discriminatory manner that could give an advantage to certain bidders over the rest.

The contracting authority may not reveal the solutions proposed by a participant to the others, nor any confidential data that a participant may give it, without the prior consent of that participant.

The candidates are expressly bound to maintain total confidentiality and reserve on any data they may learn as a result of their participation in the dialogue.

In particular, during the dialogue phase, and in the light of the proposals presented in cases of clear complementarity, the technical committee may invite the bidders or groups of bidders to seek synergies between the different proposals on a voluntary basis.

The evaluation of the bidders' proposals will always be done in comparative terms between the different bids, seeking the best possible fit with each evaluation criterion in each phase, although the Administration is not obliged to give the maximum score for each criterion to a bid if it considers that level is not attained.

ii) Presentation of the Initial Proposal.

Within 20 days of the day after the date the invitation is sent, the selected candidates should present their technical proposal for an initial solution. Its content should link in to the sections contained in this document.

Once the documentation has been received in time it will be examined and evaluated by the technical committee according to the award criteria established in this document.

iii) Development of the Dialogue.

The technical committee is the body charged with carrying out the dialogue, and it will proceed as follows:

- It will prepare an initial evaluation report in which it analyses the initial economic and technical proposals presented against the award criteria, and it will state the characteristics and advantages of each of the proposals.
- The initial report will be drawn up in such a manner that it does not include information provided by the bidders that they consider confidential and, in particular, technical or commercial secrets.
- The technical committee will communicate this initial report to the selected participants so that they may improve their initial bids, as the case may be.
- The technical committee may convene all the selected participants, either jointly or individually, to meetings to explain the content of the bids or to explain its initial report.
- Once the initial report has been sent, a dialogue will be opened up with the candidates.
- The negotiation (or dialogue) phase sets out to achieve improvements to the proposals, in line with the aspects to be evaluated, specified in this document, and it will take place as follows:
 - The technical committee will begin a dialogue with the selected participants based on their initial solution proposal, pointing out the advantages of their proposal and those in the other proposals presented, in line with the initial report referred to above, and also aspects that could be improved.
 - Once the technical committee declares this round of dialogue completed, the participants should then present a reformulation of their initial proposal within 10 days, in writing in a sealed envelope,

in the registry of the contracting authority or through electronic, computer or telematic means if they are provided for the purpose.

- The bidder's reply may reformulate or improve the terms of its initial bid, or indicate that it wishes to maintain the original terms.

- Any new bids presented should always be generally oriented towards the improvement of the initial conditions.

- New bids should always specify the improvement offered, so the general offer of equalling the terms of the most advantageous bid in financial terms by another bid will not be admitted in the criterion or criteria considered.

- Once the new proposals have been received and analysed, the technical committee will produce a second evaluation report in which it may exclude proposals that do not surpass 60% of the overall score from the dialogue, in accordance with the award criteria set forth in this document.

- The technical committee will send the proposals by candidates excluded from the dialogue process, and the weighting of its evaluation, to the contracting authority, which will notify the candidates as the case maybe.

- Once this second evaluation report has been sent to the remaining participants, the second round of dialogue will be opened up. In this new round the aim is to ensure improvements to the proposals that will later be formalised in the final phase.

- Once the technical committee declares this round of dialogue closed, the participants will be invited to present their final offer within 10 days, in accordance with the information below.

D.1.c. Final phase: End of dialogue phase and presentation of final bid

After declaring the dialogue phase closed and informing on it in writing to all the non-excluded participants, the technical committee will invite them to present their final bid within 10 calendar days starting from the day after the sending of this invitation. The final bid would be based on the solution or solutions presented and specified during the dialogue phase, indicating the deadline, the address to which it should be sent, and the language or languages in which it can be drawn up (Galician, Spanish or English).

Based on the final bids presented by the invited participants and the evaluation criteria, the technical committee will present a report containing its evaluation of the indicated criteria to the procurement panel, which in turn will send a proposal for award to the contracting authority, taking into account the maximum financial contribution initially envisaged in this document.

The procurement panel or the contracting authority may request the participant(s) whose bids are considered most advantageous financially to clarify certain aspects of the same, or ratify the commitments made in them, provided that substantial elements of the bid or the tender are not modified, competition is not distorted, or a discriminatory effect is created.

Based on the proposals made by the bidders and the interests of the Regional Administration, the contracting authority may extend its economic contribution as a result of the proposals received and budget availability, with the aim of selecting more than one strategic partner, provided the increase in the maximum expenditure is authorised by the competent bodies in accordance with budgetary legislation.

The award of the partnership agreement or agreements corresponds to the contracting authority. For this purpose, it may request the technical reports it considers appropriate. The contracting authority may disassociate itself, giving reasons, from the proposal by the procurement panel.

D.2. The procurement panel and the technical committee.

D.2.a. The procurement panel.

The contracting authority will be assisted by a procurement panel in accordance with the terms stated in this document.

The procurement panel will consist of a Chairperson, a Secretary and at least four members at large, all of them appointed by the contracting authority. Among the members at large there must be a civil servant charged with legal advice to the contracting authority and a comptroller or, if these are lacking, persons charged with the corresponding functions of legal advice or economic-budgetary control of the authority.

The Secretary must be a civil servant who works in the contracting authority. When it is not possible to appoint a civil servant, the appointment will be made from other kinds of personnel who work in the contracting authority.

The composition of the panel will be published in the procurement profile of the contracting authority on the www.civiluavsinitiative.com website.

All the members of the panel will have a voice and a vote except the Secretary, who will only have a voice.

To set up the panel the following persons must be present: the Chairperson, the Secretary and the two members at large who have the functions of legal advice and economic-budgetary control.

The procurement panel has the following functions:

- In the candidate selection phase, the procurement panel will examine the administrative documentation (ENVELOPE A).
- The panel will also determine the participants that comply with the minimum solvency criteria and will be invited to present their bid in accordance with the selection criteria established in this document.
- It will evaluate the final bids presented, classifying them in descending order.
- It will propose to the contracting authority the award (or awards) to the bidder (or bidders) that present proposals with the most advantageous economic bid according to this document.

D.2.b. The technical committee

The contracting panel will also have the support of a technical committee, whose members will be appointed as follows:

- 1 person appointed by the GAIN.
- 1 person appointed by the IGAPE
- 1 person appointed by the INTA.

The appointment of these persons will be published in the procurement profile and on the official website of the initiative. The number of persons on the technical committee may be increased as required, depending on the number of proposals received or the complexity of the issues to be dealt with.

The committee meetings may be attended by specialised civil servants or consultant as required, depending on the nature of the matters to be discussed. They will attend with a voice but without a vote.

For the purposes of the dialogue phase, representatives or personnel from GAIN, IGAPE, regional government departments involved and INTA may attend the meetings of the technical committee, with a voice but without a vote.

The functions of the technical committee will be the following:

- Make an evaluation and issue a report on each of the technical proposals or reports presented by the bidders, in accordance with the evaluation criteria described in this document.
- Provide support to the procurement panel in all the phases of the procedure and respond to its requests for assistance, making any clarifications and analyses that may be required.
- Communicate to the regional ministries or departments of the Regional Administration or other entities affected by the proposals of the bidders that involve the cooperation of that ministry or

department and, in particular, the participation of its human and material resources in the joint research programmes, so that they may indicate their availability and compatibility with their activities.

- Other functions envisaged in this document.

D.3. Application to participate in the competitive dialogue procedure.

The companies that wish to take part in the competitive dialogue procedure should present the corresponding “**Application to participate**” attached as Annex 2 to this document.

Companies may only present one application to participate. They may do this individually or in the form of a grouping of economic operators. Furthermore, they may not propose any grouping with other economic operators if they have made an individual application, nor may they appear in more than one temporary joint venture. The infringement of these rules will lead to the non-admission of all the proposals made by that operator or operators.

The presentation of the application to participate implies the acceptance of the conditions that will govern the dialogue procedure and the basic conditions for the execution of the partnership agreement contained in this document.

The application to participate and the attached documentation will be presented in a sealed envelope (ENVELOPE A), with a reference on the outside (**ENVELOPE A - FASE I (RFP-A) DE LA CIVIL UAVs INITIATIVE**) and the objective of the procedure being applied for (“**PARTNERSHIP AGREEMENT FOR PRE-COMMERCIAL DEVELOPMENT**”). It should be signed by the bidder or its representative, indicating the name/surname/company name as appropriate, together with the address, telephone number/fax/e-mail address.

The documentation should be delivered to the Registry of the Galician Innovation Agency (located in Plaza de Europa, 10-A, 6ºB, 15707, Santiago de Compostela, (opening hours Monday-Friday: 09:00-14:00), within the timescale indicated in the announcements of the tender.

Notwithstanding the above, applicants may send their application and documentation by ordinary mail, in which case they should indicate the date and time of dispatch in the post office, and notify the contracting authority that the application has been sent by e-mail (xestion.gain@xunta.es), fax (34 981 541 039) or telegram the same day. This notification will be sent to the contracting authority through the administrative unit indicated in this document.

The period for presentation of applications will be 15 calendar days from the date of publication of the announcement in the Official Gazette of Galicia. If the final presentation date coincides with a

Saturday or a non-working day where the contracting authority is located, the presentation period will be extended to the next working day.

The deadline for presentation of applications will be at 14:00 hours for those presented in the Registry referred to in this clause.

Any applications presented after the abovementioned periods will be excluded.

D.4. Documentation attached to the “Request for participation” (Envelope A “administrative documentation”)

The **administrative documentation** indicated below will be provided in the same envelope as the “**Application to participate**” (Annex 2):

A. When it is a case of **individual** bidders (**Spanish or foreign**), the following documents will be presented:

1. “Application to participate” (ANNEX 2).

When the bidder is a temporary joint venture, each of its members will fill in ANNEX 2. It should also indicate the names and situation of the persons that constitute it and each one’s level of participation, and also how they assume the commitment of constituting themselves formally as a temporary joint venture in the event of being awarded the partnership agreement.

Only companies or groupings of companies that fulfil the minimum solvency requirements expressed in section C.2 of this document may participate. This is reflected on the participation form contained in ANNEX 2.

2. Documentation for the evaluation of the selection criteria.

The necessary documentation to evaluate the selection criteria established in section C.3 of this document will be presented.

For this purpose, the reference tables on the economic/financial and technical/professional solvency contained in ANNEX 5 and ANNEX 6 of this document will be presented.

D.5. Opening of the documentation

Once the period for the presentation of applications to participate is completed, the procurement panel will meet to examine and assess the administrative documentation contained in ENVELOPE A on the basis of the established requirements. If the panel observes defects or omissions that can be rectified, it will grant a period of no less than 3 days for the correction of any defects or the rectification of any omissions.

It will notify the applicants by fax or e-mail for this purpose.

The required documentation should be handed in to the General Registry of the Galician Innovation Agency. Presentation in a Registry different from the one indicated above will be sufficient reason for the non-admission of the revised application.

A record will be made of the registration.

D.6. Selection of candidates and invitation to participate in the dialogue

Once the applications to participate and the attached administrative documentation have been evaluated, the contracting authority will invite the candidates that obtained the best scores to participate in the competitive dialogue procedure, after applying the selection criteria, and will notify the rest that their applications have been rejected.

A maximum of 10 candidates will be invited to participate in the dialogue phase.

When the number of candidates that fulfil the minimum selection criteria is lower than 10, the contracting authority may continue the procedure with those that fulfil the required conditions and minimum solvency requirements in economic, financial and technical terms, although it may not invite entrepreneurs that have not applied to participate in the dialogue phase, nor candidates that do not fulfil the conditions.

Invitations to take part in the competitive dialogue phase will have the following content:

- Reference to the invitation to tender
- Address to which the technical proposals should be sent (ENVELOPE B)
- Starting date of the dialogue phase and the venue where it will take place.
- The language (or languages) used, which will be Galician, Spanish or English.
- Contract award criteria and their relative weighting.

D.7. Format and content of the initial technical proposal for dialogue (ENVELOPE B)

The candidates selected for the dialogue phase should present, within 20 calendar days after the sending of the invitation, an initial solution proposal that should contain (at least):

- 8.1. A strategic approach.

- 8.2. A proposal for a joint R&D programme.
 - 8.2.1. Means and resources contributed for the performance of the programme.
 - 8.2.2. Proposed content for the R&D+i programme.
- 8.3. A proposal to maximise the socioeconomic impact.
- 8.4. A proposed financial model.

The proposal will be presented in a sealed envelope (ENVELOPE B), identified on the outside with the reference **(SOBRE B - FASE I (RFP-A) DE LA CIVIL UAVS INITIATIVE)** and the purpose of the procurement in question **(ACUERDO DE ASOCIACIÓN PARA EL DESARROLLO PRECOMERCIAL)**, signed by the bidder or the person representing it, and indicating the name and address of the company, telephone number/fax and e-mail.

D.7.a.Strategic approach.

The aim of this document is to demonstrate if there is (or not) an alignment between the company's corporate strategy and the CIVIL UAVS INITIATIVE of the Regional Administration. It should therefore contain:

- A development strategy for the technology and markets of civil UAVs by the company. In the case of national subsidiary companies, a distinction should be made between the multinational and the national strategies.
- A list of the initiative, with the company's strategy and its alignment in the short, medium and long term.
- The link between the joint R/D programme and the company's product development or service development strategies.
 - A list indicating the development of a current product (or range of products) of the company.
 - The degree of maturity of the current product: Starting situation.
 - Development objective: Situation of the product in 2020.
 - Restrictions due to previous commitments regarding the technology.
 - Marketing plan for the product. Sales expectations.

D.7.b.Proposal for a joint R&D programme.

i) Means and resources contributed for the performance of the programme.

The bidder should indicate its commitment to contribute means and resources for the development of the joint programme. These means and resources may be directly contributed by the bidder or any other third party that participates with it in the performance of the joint R&D programme (e.g.

universities, subcontracted centres or companies). The bidder should indicate all the means and resources it contributes. For example:

- UAV platforms or technologies for the R&D programme.
 - A description of the platform(s) or technology/technologies to be used
 - Services associated to the platform(s) or technology/technologies offered by the bidder: operation, maintenance, etc.
 - Property and rights over the platform(s) or technology/technologies (with reference to previous industrial property and existing terms on the modification and improvement of the platform(s) or technology/technologies)
- Facilities or infrastructures dedicated to the joint R&D programme that would need to be built within the area of influence of the Pole.
- Human resources dedicated to the R&D programme.
- Present and future financial contributions, with particular mention of reinvestment commitments in the medium and long term.
- Other contributions in the form of assets or technology: systems, sensors, etc.

All the means and resources contributed should also have a value attached to them in the financial model.

ii) Content proposed for the R&D+i programme.

In its proposal the bidder should present its joint R&D programme to the Regional Administration to be carried out between 2015 and 2020 (inclusive). The estimated start date for the activities is 1 December 2015, and the programme will end on 1 November 2020.

The document describing the programme should contain:

- **Vision.**
- **Functional objectives.**
 - Starting situation.
 - Targets.
- **Scientific-technical objectives.**
 - Starting situation. The state of the technologies.
 - Targets.
- **Lines of R&D.**
- **Expected results.**
 - Products.
 - Services.
- **Expected effects and possible impacts, both on the aerospace sector and on others.**

- **Planning of activities for the programme. Activities, description, location, means and resources allocated to the activity, entities that participate.**
- **Timetable of activities and GANTT chart.**
- **Participation of companies and research centres in the area of influence of the Pole. For this purpose, the record card in Annex 3 will be used.** It details the contributions made to the R&D programme by companies and centres in the area of influence: design, engineering, etc.
- **Proposal for final transfer of results and products.** In particular, a proposal will be included on the conditions in which the DPI will appear in the partnership agreement, in terms of their use by the contracting Administration and the regional public sector and access by third parties. Likewise, the bidders will make a proposal in the R&D programme regarding the granting of a licence to the CIAR. As the case may be, a proposal will be made regarding the availability or the transfer of the prototypes developed to the Regional Administration for allocation to the resources of the Technology Park or CIAR for R&D purposes.
- **Proposal for contributions to the partnership agreement aimed at ensuring its long-term sustainability. The proposal should contain (at least):**
 - Present and future industrial investment commitments linked to the partnership agreement.
 - Commitments to the development of industrial chains in the area of influence.
 - The ability to attract complementary investments.
 - Commitments to the creation of technological and industrial synergies with other productive sectors in the area of influence.
 - Commitments to the creation of synergies with the knowledge sector in the area of influence, and in particular those aimed at long-term knowledge-based projects (universities, technology centres, training centres), e.g. work experience programmes in companies, Chairs, Master's diplomas, dual training...)
 - Indirect returns in the medium and long term: Including a description of these and their type, timescale and cost.
- **Control formulae, guarantees and foreseen modifications:** This section will describe the conditions proposed in relation to control formulae for administering the performance of the contract, contractual penalties or guarantees applicable in the event of breach of contract, contractual terms related to the provision for possible modifications to the research programme due to contingencies arising during its execution.

D.7.c.Socioeconomic impact.

The bidder should present a description of its proposals aimed at maximising the socioeconomic impact of the initiative, including (at least):

- A development plan for SMEs that participate in the initiative. The bidder should propose a specific plan aimed at this sector, focused on achieving its development and growth in the medium and long term.
- A development plan for start-ups (i.e. the creation of a company seedbed).
- An estimate of the number of direct and indirect jobs created in Galicia linked to the aerospace sector, distinguishing between the execution of the initiative and after its conclusion.
- A proposal to disseminate science and technology in Galicia, including activities that valorise the research done in Rozas that are aimed at the general public, with particular attention to children and young people e.g. demonstrations in cities, school visits to Rozas, etc. Reference should be made to the percentage of the budget allocated to these activities.
- Any other activity that aims to maximise the impact of the initiative on the area of influence and the general public.

D.7.d.Proposal economic-financial model

Each bidder should present an economic-financial model for the performance of the joint R&D programme. In its initial technical proposal, the bidder should only present a summary document with the results of the economic-financial model, although the Regional Administration may request access to the model in the negotiation phase with a view to auditing it.

In addition to the documentation indicated in sections 8.1- to 8.4, a summary page will be presented including each of the following parameters:

- The economic contribution requested of the Regional Administration (maximum €21 million, excluding VAT) for the partnership agreement.
- An overall and broken down economic valuation (in line with the categories set forth in point B.4.a.i) of the means and resources contributed by the bidder.
- A financial breakdown of the R&D programme, based on the proposed activities and tasks.
- A proposed economic programme for the monetary contributions of the Government of Galicia. A proposal for milestones and an annual breakdown, considering the restrictions established in this document.
- A description of the origin of the funds and the finance related to contributions by the bidder, and a demonstration of its financial capacity using equity capital or other funds.

- Parameters that describe the proposal, in line with the following sections (see the form in Annex 4):

| | |
|--|--|
| Financial contribution to the initiative (private/public). | |
| Reinvestment commitments (% or absolute value). | |
| Direct and indirect returns committed. | |
| Participation % of companies and centres in the area of influence in the joint R&D programme (% of the total value of the programme) | |
| Number of direct jobs created in the area of influence. | |
| Number of indirect jobs created in the area of influence. | |
| % of the investment allocated to the dissemination of science and technology. | |

D.8. Dialogue with candidates.

The contracting authority will develop, with the selected candidates, a dialogue whose aim will be the evaluation of proposals that are submitted for the intention of responding to the needs identified by the contracting authority that cannot be met by existing solutions as stated in this regulatory document. In the course of this dialogue, all aspects of the Partnership Agreement for pre-commercial development with the selected candidates can be discussed.

D.9. Submission and exam of the closing bid

The closing bid should include all the required and necessary elements for the realisation of the project. They will be structured as per model that accompanies the invitation of presentation thereof.

D.10. Proposal's evaluation Criteria.

The initial proposals and, subsequently, the reformulated proposals and the final proposals will select the proposals that offer a greater equilibrium between the R & D group program resources

contributed by the bidder, the content of the R & D joint program that it proposed and the monetary resources requested to the autonomous administration. The autonomous administration will value each proposal by analysing the value obtained for each Euro invested in the initiative.

Assessment Chart: *Value for Money.*

| | |
|--|-----------|
| STRATEGIC FOCUS | 4 |
| Alignment of the company's strategic focus with the objectives of the Initiative. | 2 |
| Potential contribution of the initiative to the commercialization of a product or range of competitive products | 2 |
| R & D GROUP PROGRAM | 80 |
| <i>MEANS AND RESOURCES PROVIDED BY THE BIDDER FOR IMPLEMENTING THE PROGRAMME</i> | <i>20</i> |
| <i>Adaptation of facilities and infrastructure provided and contributed to the R & D Program</i> | <i>5</i> |
| <i>Adaptation of human resources provided and contributed to R & D Program.</i> | <i>5</i> |
| <i>Adaptation of assets and contributed to R & D Programme technologies.</i> | <i>5</i> |
| <i>Financial contributions or commitments or reinvestment.</i> | <i>5</i> |
| <i>CONTENT OF the R & D + i PROGRAM</i> | <i>60</i> |
| Adaptation of functional goals to the autonomous administration needs. | 5 |
| Interest in the research and scientific and technical objectives for the autonomous administration. | 3 |
| Adaptation between the initial situation and the goals to be achieved during the term of the contract in the line of research. | 2 |

| | |
|--|-----------|
| Strategic value of the expected results (proximity to the market, market potential, future synergies with industrial development). | 5 |
| Correspondence between the expected effects of the program and the desired effects for the autonomous administration. | 5 |
| Impact of the results and services developed on the quality and efficiency of public services of the autonomous administration. | 5 |
| Detail and logic of planning and adaptation of the same with the goals to be achieved by the program. | 2 |
| Participation of companies and research centres in the pole influence area . | 5 |
| Proposed transfer of results and end products. | 5 |
| Industrial investment commitments related to the Partnership Agreement. | 5 |
| Commitments for the development of industrial chains in the area of influence. | 5 |
| Capacity to attract additional investments. | 2 |
| Synergies with other productive sectors. | 2 |
| Synergies with the knowledge sector. | 2 |
| Indirect returns in the medium and long term. | 2 |
| Control formulas. | 1 |
| Guarantees in the event of default | 2 |
| Anticipation of possible changes due to contingencies. | 2 |
| SOCIOECONOMIC IMPACT | 16 |
| Development of SMEs in the pole influence area | 5 |
| Development of new companies or start ups. | 2 |
| Estimated number of direct and indirect jobs created by the program. | 5 |

| | |
|--|---|
| Proposed disclosure and dissemination of science and technology. | 2 |
| Other proposals to maximise the socioeconomic impact. | 2 |

D.11. Award of the Partnership Agreement for pre-commercial development

The authority will be sorted in descending order, the proposals submitted, being able to request as many technical reports as deemed appropriate.

The contracting authority, prior to the award, requires the bidder(s) who submitted the most economically advantageous tender so that, within ten business days from the following day on which it had received the request, submit the following documentation:

1. The documents that certify the **personality**, shall be the following:

- For individual entrepreneurs it shall be obligatory to submit a certified photocopy of the National ID Document (which, if appropriate, replace the regulations), of the holder or owner of the business, as well as supporting documentation for the registration of the Spanish tax on economic activities.
- If the company were a Spanish legal person, submission of the authentic or official copy of the Tax Identification Number and the deed or document of incorporation statutes or founding act are obligatory, in which it states the rules that regulate its activity, duly registered, if applicable, in the corresponding Public Register, depending on the type of legal entity concerned.
- The personality of non-Spanish entrepreneurs of member states of the European Union or signatories to the Agreement on the European Economic Area will be credited by their registration of the agreement with the law of the State where they are established. When the law of the State where these companies are established requires special authorization or membership of a particular organization in order to provide the service in question, they should certify that they meet this requirement
- The capacity of foreign companies of non-member states of the European Union states is evidenced by the report of the Permanent Diplomatic Mission of Spain in the corresponding State or of the office in whose territorial boundaries the address of the company where it is registered in the local, professional, commercial or analogue registry or, failing that usually operating in local traffic within the scope of the activities to which the object of the contract is extended.

In addition, they must be evidenced by a report from the respective Permanent Spanish Diplomatic Mission that the State of origin of the foreign company that in turn supports the participation of Spanish companies in contracting with the government and public sector. Therefore, the reciprocity report in relation to companies of signatory States of the Agreement on Government Procurement of the World Trade Organization will not be necessary.

2.- Documents showing the representation, which shall include:

- Those who appear and sign the proposal on behalf of another must submit a certified copy of the national ID or the document that by regulations substitutes the same.
- If the bidder is a sole trader, it will submit a true or certified copy of the power of attorney deed granted by the holder or owner of the company copy will be provided.
- If the bidder is a legal person, it shall submit a true or certified copy of the articles of association of the company and modification, if appropriate, registered in the Mercantile Register, or if appropriate in the corresponding registry.

3. Submission of the documentation should be **up to date with tax and social security obligations:**

- Positive Certification from the General Treasury of the Social Security stating that it is up to date and in compliance with the obligations pursuant to Article 14 of RGLCAP issued for the purposes of the legislative Royal Decree 3/2011 of 14 November, which approves the reviewed text of the Contract Law of the Public Sector.

- Positive Certification Galician Tax Agency of the Ministry of Finance stating that it has no tax debts with the Administration of the Autonomous Community of Galicia, issued for the purpose of the Royal Decree 3/2011 of 14 November, in which it approves the revised text of the Law on Public Sector .

- Positive Certification of the State Tax Agency stating that it has no tax debts with the State, issued for the purpose of legislative Royal Decree 3/2011 of 14 November, in which it approves the revised text of the Contract Law of the public sectors.

4. Submission of documentation in relation to **Economic Activities Tax (IAE):** The bidder must be registered in the Tax on Economic Activities, under the relevant heading with the contract, provided that they have activities subject to this tax, in relation to the activities that are being realised on the date of submission of applications for participation , entitling them to exercise the same within the territorial area.

The accreditation of this end will be made by submitting the registration, relative to the current

period or the last receipt of the Economic Activities Tax, together with a responsible statement of not having withdrawn from the registration of said tax.

In the case of any cases of exemption (for the last financial year), under Article 82.1 of Royal Legislative Decree 2/2004 of 5 March, in which it approves the revised text of the Law Governing approved local estates, that fact should be accredited by a certificate of the State Tax Office or any other supporting evidence thereof.

5. Documentation supporting the **economic and financial standing and technical or professional soundness**, as indicated in this regulatory document.

In the event of grouping of economic operators, each one of the entrepreneurs should accredit economic, financial, technical and professional solvency. For the purposes of determining the solvency of the temporary grouping and determination of the minimum solvency thresholds each one of the participants it shall accumulate the characteristics accredited by each of the integrating entities of the grouping.

The contracting authority shall entrust the tenders committee the verification of ownership and validity of such documentation. In the event that the committee observes defects of the same, it shall grant the bidder a period not exceeding three (3) business days to correct or amend the same, GAIN registry.

If the bidder or tenderers do not have the required documentation, nor the amended or that realised after the deadline, the contracting authority may understand that the offer was withdrawn and consider the following offer the most advantageous economic proposal in order to score.

The award must be substantiated, communicated to candidates or tenderers and simultaneously published in the contractor profile and on the official website of the initiative.

The contracting authority, to ensure the success of the procedure, prior to the contract award proposal, can request bidders to provide official documents and accreditations to show the circumstances set out in this paragraph.

D.12. Formalization of the partnership agreement for the pre-commercial development

D.12.a. Deadline and content.

The Partnership Agreement will be formalised in an administrative document that conforms exactly to the conditions of the tender, the document constituting sufficiently for accessing any public registry title. However, the Contractor may request that the Partnership Agreement be registered in a public deed, who shall bear the corresponding expenditure. In no circumstance can it be included

in the document on which the contract clauses are formalised that involve altering the terms of the award.

The contracting authority will require the contractor to formalise the contract no later than 5 calendar days from the day following that on which it had received the request.

To formalise the agreement, the successful bidders to concur under the formula of temporary company groupings must provide a public deed of temporary grouping stating the appointment of sole representative or attorney of the with sufficient joint powers to exercise the rights and fulfil the obligations arising out of the contract or joint powers where appropriate.

E. IMPLEMENTATION OF THE PARTNERSHIP AGREEMENT FOR PRECOMMERCIAL DEVELOPMENT

E.1. Content of the Partnership Agreement for pre-commercial development.

The contents of the document in which the partnership agreement for the pre-commercial development with the bidder partner or partners is coherent with the content of the selected tender or tenders. In particular, as to the specific services in research and development proposed in the selected tender or tenders, the partnership agreement must necessarily include provisions relating to the following aspects for each research and development project offered:

- a) Identification of the object for research and development.
- B) Resources committed for its implementation.
- c) Implementation phases for research and development.
- d) Objectives of each of the phases and the contract and conditions for determining its compliance.
- e) Compensation from the contractor and budgetary provision in respect of which the price shall be paid.
- f) Payment formulas.
- g) Control formulas for the administration of the contract, especially regarding the committed targets.
- h) Penalties or contractual guarantees applicable in case of breach of contract obligations.
- i) Conditions that may allow to proceed to the modification of certain contents of the contract.
- j) Agreements concerning intellectual property rights resulting from the services, in accordance with the provisions of this regulatory document.
- k) The contract or the estimated date for the initiation of implementation and completion dates, as well as the extension or extensions, where provided.

l) Circumstances leading to the termination of the contract.

The document formalising the agreement cannot include provisions establishing rights and obligations for the parties other than those identified in the dialogue procedure, in the manner resulting from the contractor's proposal, and specified at the act of awarding the contract according to the proceedings.

E.2. Pre-commercial development phases covered by the Agreement.

The development project will be structured in the partnership agreement in successive phases following the sequence of the research and innovation stages (explanatory graphic is attached). The agreement shall set intermediate targets to be achieved by partners and provide payment of adequate compensation in adequate instalments.

Based on those targets, the contracting authority may decide after each stage to terminate the specific research project. The conditions for exercising this power shall be specified in the dialogue phase and shall be reflected in the association agreements.

Particularly, with regard to the implementation research and development phases, they may propose research and development projects located in the following stages:

Phase 1. Solutions Exploration phase

This phase aims to verify the technical feasibility and practicality, economic and organizational of the proposed solutions, as well as the pros and cons of potential alternative solutions. The end result of this phase will be implemented in the partnership agreement for each research and development project proposed and may include a technological evaluation, the design for a first solution, an organizational plan for phase 2 and a cost-benefit assessment of the proposed solution.

Phase 2: Prototyping

This phase aims to verify to what extent the main features exhibited by the prototype achieve the objectives set by the administration of manifests for the desired solutions, as had been specified in the dialogue and in the final bid submitted. The typical result of this phase normally includes testing of the prototype and its specifications as well as a plan for limited first product development and testing and an updated assessment of the cost/benefit.

Phase 3. Original development of a first batch of products validated through field tests.

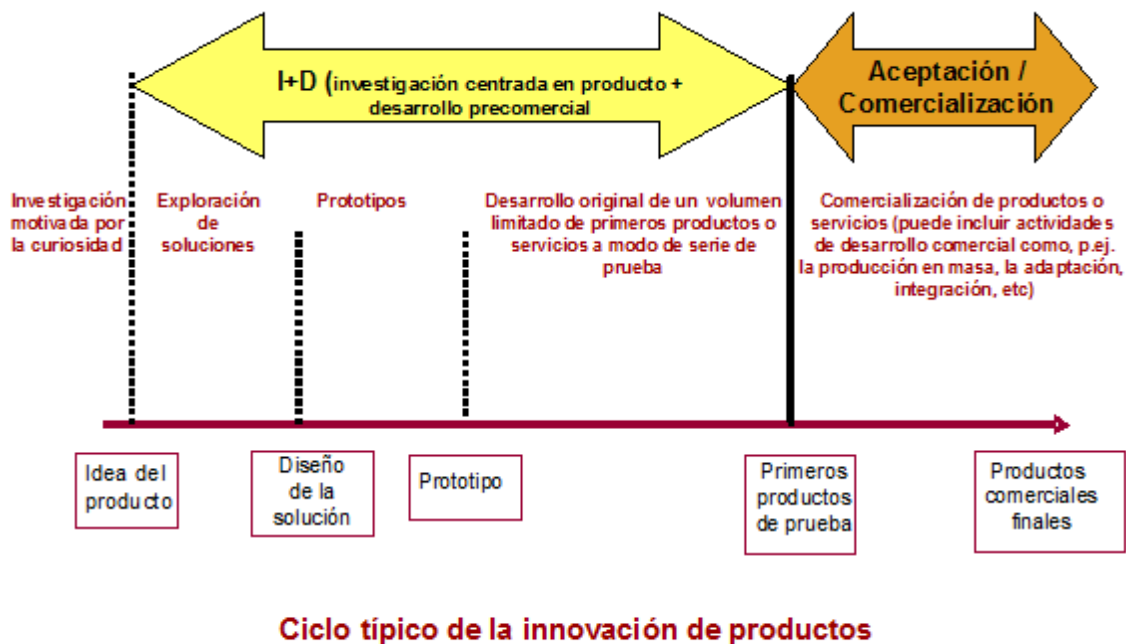
This phase aims to verify and compare the performance (interoperability, scalability, etc.) for different solutions developed in actual operating conditions for the public service objective. The

main result of this phase usually includes a test product specification, a field test and an updated cost/benefit assessment.

They may contract services relating to research and development and located in any of the general phases listed above. Thus, the contract could start with prototyping or even with first product development and realization of test batches. The administration may, under conditions to be defined in offers, become the owner of the products covered by the contract (e.g. prototypes and first test products developed during the project), provided that the value of these products does not exceed the value of research and development services covered by the contract.

In particular, it will seek the development in competition for different selected partners for alternative solutions to address the needs highlighted in the Annexes to this regulatory document on the performance of public services (Annex I).

Thus, mid-term evaluations at the end of the design phases for the solutions and development of prototypes, it allows for a progressive selection of projects with the best solutions in competition, all with the aim of ensuring a future competitive market with the existence of multiple vendors.



Source: COM (2007) 799 end. "Pre-commercial contracting : to promote the innovation to provide Europe sustainable and high-quality public utilities". Research and development phase (R & D) previous to commercialization

E.3. Intellectual and industrial property (IPRs)

Intellectual and industrial property rights (IPR) to which this section refers to: (i) patents, design patents, inventions, utility models, designs, copyright and related rights, database rights, trademarks, trade names, company names and the right to record them; (ii) rights to domain names; (iii) technical knowledge; (iv) applications and renewals of any of the above rights; (v) any other right that has a similar effect in any country in the world; (vi) contractual rights or licenses on any of the above rights.

The partnership agreement shall behave in relation to research and development projects included in it to share with the partner or partners awarded and the risks and benefits of scientific and technical capacity to develop innovative solutions that outperform those available on the market research. Therefore, the Contracting Authority will assume all the results and benefits of the services provided under the partnership agreement itself for its exclusive use, but to share with the partner or partners, or, where appropriate, with the public sector and industry through dissemination.

The IPR title generated by the partner or partners for and under the project will be up to them, in order to promote the wider adoption of marketing and newly developed solutions. Therefore, the Contracting Authority will not have any title rights related to these IPRs in the research realised under contract. Only in the event that, according to the proposed joint research program, should it generate an IPR as a result of effective collaboration in research activities and CIAR joint development and that of a partner or partners, the title will jointly correspond to them, in proportion to the contribution made by each.

The partner or partners must inform the purchasing authorities of the results of their projects that result adequate for exploitation, whether patentable or not, within one (1) month after its collection. Both bidders as well as the purchasing authorities shall refrain from any publication that may harm the records thereof.

All pre-existing intellectual property rights ("Pre-existing IPR") used or supplied for purposes of the partnership agreement will be the property of the party who introduces the project (or, where applicable, the third party from which the right to use was derived) . In the development of the partnership agreement, on initiation of each phase established in the agreement, the bidder should notify in writing, with exhaustive and complete information, the existence of any prior IPR that is its own property or of a third party title and that, at any rate, can affect the rights pertaining to the

administration contractor. These notifications will be facilitated by the partner or partners, with the necessary authorization and without submitting any cost for the contracting administration. If required, the administration contractor will be confirmed as a rightful user of the IPR corresponding, according to the terms described subsequently. When required, they should substitute the solution by solutions or equivalent products that do not infringe third party IPRs.

The partner or partners are obliged to grant the administration unlimited free access to the research and development results for its use by the administration contractor and the autonomous public sector, and to grant access to third parties, for example through non-exclusive licenses, in market conditions Likewise, in particular, they will be proposed in the R & D program by the tenderers the conditions for granting the license to CIAR.

In any case, it assigns the contracting administration and to its public sector a worldwide irrevocable perpetual license, fully paid, with copyrights and until the expiration of the respective IPRs, in order to use the IPR and, if necessary, the protection of third party claims, but solely for the purposes of internal use related to possible new concept testing or with the training of new users on the solutions developed during the execution of the partnership agreement, as well as the provision for public services

The partner or partners must confirm they acquired from the owners from any pre-existing IPRs owned by third parties the necessary license, or that they have made the necessary variation of any pre-existing license that is required for purchasing authorities, can pre-existing IPRs in insofar as they are supplied with or part of the project and will be used by the purchasing authorities under internal purpose envisaged in the previous paragraph.

The partner or partners must respond to the Contracting Authority and hold harmless against any third party claim related to a breach due to the use of the pre-existing IPRs.

The license referred to previously in favour of the Contracting Authority and the regional public sector will be deemed granted in favour of these entities or any other entity that in the future should make the objectives and tasks that these have assigned. If the purchasing authorities are the object of a merger, split or any another measure of restructuring, the license will be transferred automatically – without requiring consent from the bidders to the new (when appropriate) legal company that continues the activity related to this competitive procedure.

This license in favour of the purchasing authorities should include, to the extent that it relates to software, the right of immediate access, development, modification, transformation and adaptation of the updated source code.

It will correspond to the partner or partners the commercialization and exploitation of the new products and resulting research and development services.

While the partner or partners maintain the IPR title:

- They will be responsible, and bear the expense, for registration, examination, conceding, maintenance, management and protection of IPR and, in particular, but without limitation, they must ensure that the project results are identified, registered and clearly distinguish the results of other research and development which are not by the project, and so that before any publication concerning the project, patentable inventions resulting therefrom are identified due to their patentability and when reasonable to do so, they file relevant patent applications in the Patent Office of the Member State or the European Office.

All these patent requests should be executed with diligence and processed keeping in mind all the circumstances of the case.

- When the partner or partners are aware of any product or activity involving a third party or may involve a IPR breach or violation, it should notify without delay the purchasing authorities.

- They should adopt all measures to protect or defend the IPRs in question.

- It shall permit the contracting authority the supervision the operation and effectiveness of the procedures of the partners for IPR management when the contracting authority considers it reasonably necessary.

In no case will it involve the partnership agreement granting the partner or partners preferential treatment in the supply of commercial volumes of end products or services.

The partnership agreement shall determine, in particular, each research project and development:

- a) The terms that allow the dissemination of the collaboration results that do not generate IPR, for example by publishing, teaching or contributing to standardisation bodies so as to allow other companies to reproduce them.

In particular, the partner or partners should make every effort to promote the dissemination of project results and, therefore, they will be obliged to work with other public authorities or the Standards Development Organizations ("SDO" English "Standard Development Organizations") that show interest in making any use of the solutions or experiences during this competitive process, ensuring possibility of European exploitation or expansion of knowledge in pre-commercial procurement.

- b) The price payable by the administration for services rendered. This price shall fully reflect the market value of the benefits received by the public purchaser and the risks assumed by the participating providers.

The partner or partners will be responsible for covering their own risk and any additional expenses not covered by their offer that engage in research and development above the award price.

c) The conditions that guarantee regarding the results corresponding to the partner or partners that generate IPRs, the obligation thereof to grant to the administration unlimited access to these results, freely for your its use, and to grant access to third parties, for example through non-exclusive licenses in market conditions. Also, it includes the conditions for granting a user license to CIAR .

In particular, in order to ensure access to other operators in the production chain, the partnership agreement include in the conditions under which the contracting authority may require the partner or partners that are licensed non-exclusively to any third party solutions developed under conditions of a fair and reasonable market, and taking into account the rights of third parties that do not belong to the partner concerned.

d) Furthermore, it includes the conditions under which it requires consent of the contracting authority for the transfer of IPR ownership is required to ensure that this transmission is consistent with the commitments undertaken by the partner or partners.

e) The determination that enables the management of IPR acquisition when the partner or partners do not succeed in their exploitation by themselves in a given period of time.

In this sense, the partnership agreement includes a provision for returning the IPR s or call-back provision to ensure that IPR bidders cannot be operated by the bidders themselves or used to the detriment of public interest represented by the CIVIL UAV INITIATIVE, by contradicting the provisions of this regulatory document, are transferred to the contracting authority. This return provision will be invoked only if the bidders are not from the IPR operation in the maximum time specified in the partnership agreement for each project or used to the detriment of the public interest in this initiative to contradict the provisions of this regulating document .

In this regard, both the Contracting Entity as well as the purchasing authorities may request information to the bidders to confirm the effective and appropriate operation of the IPR by the same. In any case, the bidders have the right to register and maintain IPRs resulting from the project and if the bidder decides to waive this right, it shall notify the contracting authority at least six (6) months prior to the expiry of the title to the property of the relevant IPR. The bidder will transfer the IPR in question to whom it is designated by the Contracting Authority.

f) The offering to the contracting authority of a non-exclusive license to use or operate for any purpose the IPRs of the projects and/or results for procuring in better conditions than those of the market.

E.4. Confidentiality

Without prejudice to the information that should be provided to bidders regarding the decisions taken by the contracting authority regarding the valuation of the respective bids and the award of the partnership agreement, the contracting authority is subject, in principle, to the following confidentiality obligations.

With respect to all confidential information from the partner or partners, the contracting authority agrees to keep the secret, keep it in the strictest confidence and not to provide any confidential information to third parties with the following exceptions:

- If the partner or partners express their agreement in writing.
- If information is intended for employees, representatives, evaluators or people in the Contracting Authority or any other entity actively or directly participate in the project.
- If the law so provides.

However as provided above, candidates and the partner or partners specifically and expressly authorise the contracting authority to publish and disclose best practices in relation to pre-commercial procurement procedure drawn from the participation as observer and evaluator of the project.

In addition, by submitting their bids, the bidders exceptionally grant the European Commission permission to share access to the results of the procedure with other public authorities and contracting authorities, upon termination, to educate them for future bidding.

The contracting authority will give prior notice to interested bidders who intend to share with other public authorities or contracting authorities prior to their dissemination.

If bidders consider that information that is shared includes confidential information, it must notify the contracting authority. The contracting authority may not disclose confidential information without the consent of any bidder to whom the confidential information refers to.

Likewise, the contracting authority must make every effort to promote interest in the project results among other public authorities and contracting authorities to encourage its commercial success.

E.5. Data protection

Both the contracting authority and the bidders are bound by the provisions of Law 15/1999, of 13 December, on Personal Data Protection ("Law 15/1999"), and implementing regulations.

E.6. Modifications of the partnership agreement and research and development projects included therein

If at any time it considers necessary to update or amend any provision of the partnership agreement and research and development projects included therein, such updates or modifications will be formalized in writing.

These updates and amendments shall not be discriminatory nor entail a substantial change in the agreements or contracts and scope of research projects or scope of the results, in accordance with the principles set out in Directive 2014/24 / EU of the European Parliament and Council of 26 February 2014, on public procurement and in which the Directive 2004/18 / EC is repealed, and in the Spanish public procurement law.

In particular, the amendments to the research and development projects under the partnership agreement, arising from contingencies resulting from the development of the project included in the agreement.

E.7. Termination of the partnership agreement and research and development projects included therein

The partnership agreement and research and development projects included therein will contain provisions to regulate the termination thereof.

In any case, the validity of the research and development will be conditioned by the validity of the partnership agreement. In the event of termination of the partnership agreement, the research and development projects included therein will also be terminated.

The contracting authority may give notice in writing at any time on the termination of the partnership agreement or the corresponding research and development and not be subject to liability for any damage, loss or cost that may be incurred as a result or due to the termination if :

1. It does not unconditionally provide authorization, consent or licenses required by the partnership agreement and research and development in the contractual terms and deadlines.

2. The partner is declared in a state of insolvency.
3. The bidder defaults seriously and by reason attributed to him, the partnership agreement or the corresponding research and development and is required by the Contracting Authority to fulfil the same if:
 - The alleged infringement can be remedied and the bidder fails to do so within thirty (30) days from receipt of the written notice in which the breach is specified and it requests remedying the same.
 - Default cannot be remedied.
4. The work done by the partner and related to the project does not meet the requirements in the partnership agreement for research and development services.
5. The causes established for the resolution in the partnership agreement for this or for each project research and development are given.

The contracting authority may immediately terminate the resolution of the partnership agreement or the corresponding research and development if the partner were not willing or could not continue the agreement or project for any reason or if it is found by the reports of the monitoring equipment (and, where appropriate, confirmed by a report of the Expert Committee) repeatedly violates the partner in attaining an acceptable level of quality in the performance of work related to the project. If this is the case, the Contracting Entity is not obliged to make any further payments to the bidder.

The termination of the partnership agreement or of the corresponding projects of research and development, whatever the reason thereof, will not imply:

1. Releasing the partner of their duties and obligations on confidentiality and data protection, collaboration or information, which it is obliged to as well as its officers, directors, employees or former employees, in accordance with the partnership agreement and any applicable law regarding confidential information.
2. Affect or prejudice the rights, actions or resources that have been generated before the resolution.

The termination of the agreement or draft for reasons attributable to the contractor will determine the demand for the damages suffered.

E.8. Termination of the procedure.

E.8.a.Normal termination

The competitive dialogue procedure to close up commercial normally on formalising the same, where applicable, the partnership agreement or agreements with the bidder partner or partners.

Service Contracts for research and development included in the partnership agreement normally end by fulfilling the scheduled completion of the last phase for each research and development project, once completed, tested and paid the appropriate tests carried out by the partners, all of them under the conditions which are reflected in the partnership agreement for each project. The contracting of end products that can result in the research and development is beyond the scope of this pre-commercial public procurement procedure.

E.8.b.Anticipated Termination

The administration contractor will be authorised to conclude the pre-commercial public procurement procedure anticipated in any phase before the formalisation of the partnership agreement if any of the circumstances shown below are produced. The decision on whether any of the above circumstances are made at the discretion of the Contracting Authority. However, its decision to terminate the proceeding in advance shall be duly reasoned, justified and notified to the tenderers.

The circumstances mentioned are as follows:

1. That no valid proposal is received at any stage of the proceedings.
2. The number of bidders selected to participate in any phase of dialogue or that submit a proposal effectively in any of the above phases is less than three (3) in the first or second phase or less than (2) in Phase Three.
3. That result advisable to republish, redesign, repeal or cancel the procedure in view of new technological or financial circumstances, regulatory or other reasons of public interest.

The partner or partners cannot claim any damage, loss or injury as a result of the early termination of the proceeding for the reasons described.

E.9. Responsibilities

The partner or partners are accountable to the contracting authority, its employees, directors and agents for any liability, claim, action, suit or proceeding of any kind with respect to any property damage, including any infringement of the rights of intellectual property of others and any injury to persons resulting from or occurring during, or relating to, the implementation of the Partnership

Agreement, except to the extent that such damages or injuries are caused by an act or negligence of the contracting authority.

E.10. Anti-bribery measures

Bidders must implement the necessary measures to ensure that, at all times during the award procedure and during the execution of the partnership agreement, its employees and managers meet all local and international regulations concerning the prevention of corruption and especially the Spanish Penal Code.

E.11. Language

The administrative documentation submitted by the candidates for selection (ENVELOPE A) and corresponding to the technical offers for the dialogue phase shall be written in Castilian, Galician and English documentation.

E.12. Currency

All monetary indications bids must be expressed in Euros, excluding VAT.

E.13. Applicable Law

All the award procedure developed in this document and the agreement or agreements resulting association governed by Spanish law, although both the procedure and the partnership agreements are excluded from the scope of TRLCSP and remaining Spanish legislation public procurement, in accordance with Article 4.1.r) of TRLCSP.

However, according to the provisions of Article 4.1.r) of TRLCSP, the principles of advertising, competition, transparency, confidentiality, equality and non-discrimination, and the most economically advantageous proposal, must be guaranteed throughout the award procedure.

The jurisdiction of the contracting authority to formalise this agreement is governed by the provisions of Law 30/1992 of November 26, the legal regime of public administrations and common administrative procedure and the provisions of the statute of GAIN, approved by the regional decree 50/2012 of 12 January, by which the Galician Innovation Agency is created and its statutes.

Decisions, issues and/or discrepancies relating to this regulatory document, the award procedure, including the stage of dialogue, and implementation, effects and termination of the partnership agreement and research and development projects included in it, will be subject to Spanish private law and in particular, the Spanish Civil Code, without prejudice to the application of the above principles for the award contained in the TRLCSP.

For the purposes Indicated in the previous section, participants in the procedure by the fact of their participation and the partner or partners to formalise the partnership agreements expressly submit to the jurisdiction of the courts of civil order of Santiago, Compostela, the headquarters of GAIN.

E.14. Warning

Although the information in this document is believed to be correct at the time of issuance, the contracting authority does not assume responsibility regarding its accuracy, adequacy or completeness and shall not be deemed as having granted any express or implied guarantee in relation thereto.

This disclaimer applies to any liability arising in connection with any statement, opinion or conclusion to be included, or any omissions from this document.

E.15. Time limits indicated in days

For the purposes of calculating time limits by days, they are considered that they are calendar days (unless the regulating document expressly indicates business days). However, if the term ends on a non-business day, it will be considered extended until the following business day. For these purposes, they shall be deemed non-business days national, autonomous y local holidays applicable to the city of Santiago de Compostela pursuant to relevant regulations.

F. ANNEXES

F.1. Annex 1: Challenge Brief - Phase I Civil UAV Initiative (public Utilities)

This document provides a brief executive summary of the needs identified and the problems to be solved that provides an initial definition of the functional and technical object of Phase I Civil UAV Initiative specifications.

As part of the Xunta of Galicia initiative it has identified a number of utilities that are likely to improve through innovative technological solutions based on UAVs.

The identified utilities are managed by the following departments the Xunta (government) of Galicia:

- Ministry of Rural and Maritime Areas
- Ministry of Environment, Territory and Infrastructures
- Ministry of Health
- Vice-presidency and Regional Ministry of the President's Office, Public Administration and Justice (Galician Emergency Agency)
- Presidency (Tourism Agency of Galicia)
- Ministry of Culture, Education and University Planning
-

Utilities that can be improved through innovative technology solutions based on UAVs can be grouped into the following categories:

1. Efficient management of land resources, agriculture, livestock and biomass:

While natural resources of Galicia is one of its greatest assets, they are subjected to various threats.

Currently, one of the main threats to these resources are forest fires, which represent an annual loss of thousands of hectares and whose control and fire represent a high cost to the public purse.

Among the possible uses within the scope of land resources have been identified as follows:

- Fire prevention: UAVs offer great value from the point of view of the management of forest fires: a fire before the UAVs can be used for monitoring and estimating vegetation water stress and

risk ratings; in case of fire, they can be used for early detection of attempts, confirmation locating and monitoring to provide support at an early teams extinction phase and after the fire, UAVs are also very useful in assessing the effects Fire and particularly for estimating the burned area.

- Detection of arsonists: Several studies conducted by the Xunta de Galicia revealed that a high percentage of forest fires in Galicia are intentional origin. In this sense, UAVs are a highly effective solution for detecting and tracking arsonists thanks to the possibility of carrying out missions day and night detection detection capability several km away

- Forest resources: With the introduction of new technologies in remote sensing and aerial spelling, UAVs are an invaluable when proceeding to the forest inventory. Currently, the estimation of forest variables of interest to resource management is usually calculated through field inventories through pilot surveys, which method involves a high economic cost, time and errors of estimation. Thanks to the mission systems based on this type of inventory UAVs will be faster, economical and reliable resulting in better management of these resources.

- Agriculture and Livestock: When inspecting and controlling livestock and crop-based solutions UAVs have large benefits in terms of optimizing costs, time and resources.

- Other applications: such vehicles has great advantages when it comes to its application in other fields such as the measurement of volumes in quarries, degradation and erosion, etc.

2.- Efficient management of water resources:

Spills and natural disasters such as red tides have a major impact on the economy of Galicia, not only from the point of view of their costs for administration but also for its direct impact on key activities for Galicia as aquaculture, shell fishing and extractive fisheries. When managing aquatic resources, the mission system based on UAVs present a great potential especially in control and surveillance applications:

- Spills and waste: UAVs optimize cost / performance from the standpoint of the missions for early detection of spills and waste as well as its high potential in facilitating the planning of the activities of the Administration.

- River Basins: The control and management of water resources acquire more importance every day, being vital to know the status of the various infrastructures involved, whether regulatory or driving infrastructure. Mission systems based on UAVs that allow monitoring and analysing the state of river basins, areas at risk of flooding and landslides. In addition they will assess and quantify the level of hydrographic reserves and their evolution over different periods facilitating the obtention of digital terrain models in high resolution to facilitate the simulation and accurate calculation of reserves.

3.- Efficient management of the territory, cultural heritage and tourism:

UAVs based solutions allow efficient management of the territory and cultural heritage of Galicia by developing systems for various applications, for example, inventory and cadastre inventory control or heritage among others.

Moreover, these platforms are ideal for integrating oriented tourism development especially for the promotion of heritage attractions, monitoring and control of destinations and crowds and capturing information in different formats vehicle systems.

Some of the identified potential user cases are listed below:

- Cadastre: With the data obtained from sensors on board the UAVs it can create cadastre maps by digitising georeferenced orthophotos. Such practices result in lower operating costs, the continuous updating of the inventory and the ability to immediately control the proliferation of illegal constructions.
- Historical heritage: Besides the inventory application of the heritage, the UAVs present a great potential for controlling state of conservation, validating and even shaping it in 3D through a multi-sensorial merger system. The location of archaeological deposits are also of special interest both from the point of view of investigation as well as its valuation.
- Tourism: The natural application of UAVs in tourism is based on making videos and aerial photographs for promotional activities. Besides this application, it estimates others that are not so evident, for example, the realisation of virtual visits to inaccessible heritage or the monitoring and control of conglomerations and tourist destination.
- Cartography: Within the potential use cases identified, great attention must be paid to the ability of mission systems for UAVs based on the generation of cartographic maps of large areas with a low cost of operation. Thus, the mapping generated based on the various georeferenced information provided by the UAV will allow its operation in various applications: Cadastre, Construction, Meteorology, Communications, Mining, Geography, Biology, Oceanography, Environmental impact studies, etc.

4.-Efficient management of emergencies:

The use of UAVs by emergency services provide vital information for decision making by minimising costs and human risk. Specifically, mission systems based on UAVs will provide a great service, especially in the work of coordinating multiple partners operating in several administrations.

In addition to the aforementioned virtues, these vehicles will allow the realization of unique control missions, surveillance and search and rescue support invaluable to the Administration:

- Disaster areas: In case of accidents, natural disasters or man-made, UAVs added great value to the missions of search and rescue thanks to the rapid deployment and ability to fly in poor weather or low visibility conditions.
- Disaster Assessment: Thanks to the different sensors integrated in their payload, UAVs represent an optimal solution from the point of view of the assessment of damages arising from natural or intentional disasters.
- Support for search and rescue missions: UAVs can be deployed for search tasks and support in search and rescue missions, increasing the effectiveness of the missions with a significant reduction in operating costs.

- Early detection of vandalism or terrorism.

Details of the requirements specified in the records of the technological challenges that are incorporated as Annex I and that will guide both Phase I proposals (RFP-A) and preliminary consultations of Market Phase II (RFP-B) .

The intention of the Xunta (Government) of Galicia is to design broad technological challenges in relation to the use of UAVs to improve the delivery of certain public services, in order to enable tenderers have ample time to make technological innovations representing solutions to the identified needs.

Technological challenge 1

Departments that propose the challenge:

- Ministry of Environment, Territory and Infrastructures
- Ministry of Rural and Maritime Areas

1. Areas/topics that the department wants to investigate/innovate with the aim of improving the delivery of public services through UAVs.

1. It captures of geographical or territorial information and elaboration of cartography. Systems integration and hybridisation capture of geographic information. Automation for the obtention of end products. Development of processes for obtaining products and their use by end users. "Continuous" update of the geographical information.
2. Agroforestry resource management from Lidar data and images obtained by UAVs.
3. Application of information supplied by UAVs in the analysis and planning of the territory.

2.- Intensive processes or activities in department resources likely to improve by using UAVs based solutions.

1. Capture of geographic information.
 - Using different devices and hybridisation data capture systems for updating the information of the territory: Terrain Models, infrastructure, construction, cover and use, forest inventory information at the level of mountain soil information.
 - Automation of the processes for obtaining information related to the above topics.
2. Agroforestry resource management.
 - Fire prevention and fighting forest fires
 - Inventory and forestry management
 - Improved mobility of farmland.
3. Development and monitoring of studies and spatial plans.

3.- Technical or technological challenges that should settle said solutions (This section includes the integration of the solution in the current processes or technological platforms of the department)

1. In the the capture of geographical information and elaboration of cartography, the challenges are:
 - The integration of different technologies in the capture of the information.
 - Automation in the processes of obtaining the necessary geographical information.
2. In the management of agroforestry resources, the challenges include development and calculation, from the information supplied by the UAVs, of:
 - Fuel models and fire risk indices
 - Model of estimation of existential timber-yielding and volume of not timber-yielding biomass (characterization of the biomass resources)
 - Phytosanitary state index of the vegetation, especially trees.

- Procedures for recognition, evaluation and prediction of the degree of abandonment of agricultural plots and support systems for its reorganization.
- Indices for monitoring aid for maintenance of trees and bushes.

3. In the study and planning of the territory, the challenges involve the use of data obtained by UAVs for:

- Control and monitoring of land use plans, for example, for automatic calculation of monitoring indicators of the Planning Guidelines for the identification of new buildings in the protection or areas of the Coastal Management Plan for obtaining information from building heights, etc.
- The elaboration of historical series of land use that allow the calibration of models of change for soil use (Land Use /Change models) adapted to the territorial characteristics of Galicia
- Feeding Support Systems Planning (*Planning Support Systems: PSS*) and develop specific Galicia employing UAVs data for decision-making in territorial planning PSS.

4. Technical and management Team from the department collaborating with the technological partner.

Multidisciplinary technical staff with experience in capture, management and analysis of geographic and land information, as well as performing different kinds of territorial studies.

Training for the team: engineers in topography, architects, agronomists, forest engineers, graduates in geography, Graduates in geology, Graduates in biology, Graduates in environmental sciences, Graduates in exact sciences, Graduated in telecommunications and specialist operators.

5. Operational improvement, process optimisation, cost reduction ..., expected to be achieved by implementing UAVs based solutions.

1. Capture of geographic and land information:

- Cost reduction in the capture of information.
- Tuning of developments for automatic collection of information, reducing the costs and timing.
- Continuous updating of geographic data.

2. Agroforestry resource management:

- Improved efficiency in fire prevention and response times in the fight against fires thanks to the availability of fire risk mapping, real-time monitoring of fires and predicting the evolution of the fires and based on the models.
- Most accurate and forest inventories, which result in the more efficient forest management.
- Quantifying, modelling and prediction of the abandonment of agricultural land will facilitate the design and implementation of policies and instruments of land management, for example, the Bank of Terras de Galicia.
- Cost reduction in the management of CAP subsidies and higher reliability.

3. Study and planning of the territory:

- Development of regional studies with higher spatial and temporal precision.

- Greater efficiency and agility in decision making processes of the territorial planning thanks to the availability of simulation models and help`systems for the decision adapted to the territorial characteristics of Galicia and fed with data provided by UAVs.
- More efficient and accurate monitoring of land use plans by reducing costs and time in the calculation of monitoring tracking indicators and the availability of new data.

Technological challenge 2

Department that proposes the challenge:

- Ministry of Rural and Maritime Areas

1. Areas/topics that the department wants to investigate/innovate with the aim of improving the delivery of public services through UAVs.

- Poaching Control
- Sea rescue
- Pollution
- Control and monitoring of Galician fishing fleet

2.- Intensive processes or activities in department resources likely to improve by using UAVs based solutions.

- Systematic monitoring of shellfish production areas for the prevention of poaching.
- Systematic monitoring of the conditions of fish farming facilities in maritime and land-sea area.
- Early detection and assessment of accidental marine pollution.
- Location of pollution sources on the coast and at sea.
- Search for missing at sea.
- Control of the activity of fishing vessels of the fleet based in Galicia port.

3.- Technical or technological challenges that should settle said solutions (This section includes the integration of the solution in the current processes or technological platforms of the department)

Increase the capacity and autonomy of air equipment (helicopters) and improve their flight capabilities in difficult weather conditions.

It is considered essential that the operation of UAVs can be made entirely from Coast Guard vessels, especially landing and take-off operations.

4. Technical and management Team from the department collaborating with the technological partner.

- Deputy Director General of Coast Guard Galicia
- Head of Search Service, Salvage and Combating pollution
- Head of Resource Protection Service

5. Operational improvement, process optimisation, cost reduction ..., expected to be achieved by implementing UAVs based solutions.

Decreased response time; have rapid information on issues concerning both resource protection, as search and rescue and combating pollution; very substantial reduction in operating costs would

avoid preventive movement of aerial assets, land and sea control of resources, poaching prevention, rescue.

Technological challenge 3

Department that proposes the challenge:

- Vice-presidency and Regional Ministry of the President's Office, Public Administration and Justice (Galician Emergency Agency)

1. Areas/topics that the department wants to investigate/innovate with the aim of improving the delivery of public services through UAVs.

Battery autonomy; protection systems the rotor blades with aerodynamic efficiency; stabilisation systems that improve the technical characteristics of the UAV in order to be used in adverse weather conditions; satellite guidance system in remote areas or no radio coverage; record "black box" accident of UAV; accessory for count capacity in human concentrations; amphibian UAVs for underwater searches; support for radio communications in disasters / disaster IMV (multiple casualty incident).

2.- Intensive processes or activities in department resources likely to improve by using UAVs based solutions.

The range of possibilities for improvement is linked to the limitation of the UAV itself, since all parcels related to emergency management could be improved or added value to the use of these devices. Thus, we can talk about emergencies involving industrial accidents, associated with human activities in situations of bad weather, search for missing persons, salvage and rescue, anthropic risks, radio communications and security, among others.

3.- Technical or technological challenges that should settle said solutions (This section includes the integration of the solution in the current processes or technological platforms of the department)

4. Technical and management Team from the department collaborating with the technological partner.

Management and technical personnel: 3 persons.

5. Operational improvement, process optimisation, cost reduction ..., expected to be achieved by implementing UAVs based solutions.

In the case related to emergency management it is considered as obvious its use and added value in operational improvements, optimisation of resources and reduction of risks associated with the underlying activity of the operational management of the emergency economic costs.

Technological challenge 4

Department that proposes the challenge:

- Ministry of Health

1. Areas/topics that the department wants to investigate/innovate with the aim of improving the delivery of public services through UAVs.

Within the activity of Sanitary Emergencies of Galicia - 061 must be taken into account that there is a habitual operative involving both urgencies and health emergencies that come, as consultation and medical phone advice. Exceptionally it presents episodes that involve multiple victims (multiple casualty incidents and disasters).

Apparatus capable of bringing medical supplies to remote areas or isolated in different situations:

- 1) Semi-automatic defibrillators (DESAS) located in strategic areas. These devices can be used by first responders (people without medical training next to the patient) or can serve at momentary primary care points when due to a breakdown they are left without them.
- 2) Extra material contribution, required for resolving massive episodes (usually collected in bins) from storage and logistic bases.

Moreover, for our service we may be interested in usable equipment for rescue, comprehensive view of complex scenarios, search .

2.- Intensive processes or activities in department resources likely to improve by using UAVs based solutions.

On a day to day basis: strengthening healthcare activity in remote areas at Cardiopulmonary Resuscitation.

Obviously in this application it should be taken into account: the capacity and response time of the devices (both dependent benefits as possible locations), and moreover the respective cost effectiveness compared with other modalities.

Note: In the case of DESAS, depending on the evolution of technology and price, although at the moment it arises as profits to bring remote areas, at a given time could be used in cities to increase the responsiveness of services health emergencies.

In an exceptional case it makes sense collaboration with other agencies (Emergency), who have already invested in UAV technology. You can use these devices for aerial perspectives of multiple victims accidents, facilitation of transport of material resolved individually in areas of difficult access, localisation of persons.

It can be evaluate the possibility of favouring management of heavy equipment (such as disaster chests) in situations of accidents with multiple victims in remote locations where mobile resources take time to arrive.

3.- Technical or technological challenges that should settle said solutions (This section includes the integration of the solution in the current processes or technological platforms of the department)

To focus on site:

- DESAS: Integrated incorporation of electro medicine + image and voice transmission
- For management of material: Carrying capacity of no less than 30 kg.

In both cases:

- Geopositioning interaction
- Georeferenced direct flight without pilot intervention.
- Generally broad autonomy and responsiveness at great distances.

4. Technical and management Team from the department collaborating with the technological partner.

Healthcare Urgencies of Galicia - 061 has information technologies and systems service, with technical staff who know the operation and technological possibilities.

Operationally, it has central coordination, which has a technological and advanced communication, self-designed platform, from which it responds to demand for care and the means to coordinate for its resolution. From it, they have develop for some years activities related to telemedicine and distance medical consultation.

It also has its own healthcare network that transmits activity to this Central.

We are able to offer our experience in piloting new projects.

In this particular project it may have the direct involvement of 1 technology department head and when necessary the the operation service managers.

5. Operational improvement, process optimisation, cost reduction ..., expected to be achieved by implementing UAVs based solutions.

UAVs can be a complementary method of healthcare activity clearly in the field of decreasing response times in remote areas. In a scenario of increasing affordability of these devices, it could even improve response times in case of cardiac arrest in urban areas.

They can also serve to support the activity of the points on call in case of breakdowns of essential material.

Applications for observation tasks, search and rescue, these can also be efficient, although its use provides important synergies with other departments and agencies.

Technological challenge 5

Department that proposes the challenge:

- Ministry of Culture, Education and University Planning

1. Areas/topics that the department wants to investigate/innovate with the aim of improving the delivery of public services through UAVs.

- Protection and surveillance of cultural heritage: Possibility of using UAVs for taking data on the members of the cultural heritage at territorial level in order to keep track of them; check the use and possible conditions; periodic, systematic and unsystematic inspections; detect and analyse potential agents and effects of deterioration, risk assessment ... (territorial scale)
- Conservation of cultural heritage: Data collection on the state of conservation of the property and degradation agents that can affect them. Application of preventive or curative conservation techniques ... (Local scale or close / exterior / interior of buildings)
- Research and dissemination: Analysis of the territory for prospections of new cultural heritage sites. Graphic data collection and analytics data for dissemination. Taking measurements and data collections on use and demand loads that can be treated analytically or statistics for the study of cultural heritage and its dissemination: visitors, use of property, land use in its environment.

2.- Intensive processes or activities in department resources likely to improve by using UAVs based solutions.

- Surveillance of cultural property in the territory.
- Evaluation of uses, demand loads and load capacity.
- Detection and monitoring of degradation agents.
- Data collection: graphics, photography, video, 3D scanning, photogrammetry, thermal, environmental, etc.
- Approach to inaccessible places or points.
- Analysis of the territory for prospecting, locating and georeferencing of visible or hidden assets below the soil, water or vegetation.

3.- Technical or technological challenges that should settle said solutions (This section includes the integration of the solution in the current processes or technological platforms of the department)

- Georeferencing or locate goods in the territory without the need to perform field work approach.
- Recognize structures built under the ground or water not visible to the naked eye but that can be detected by 3D scanning that model territory or systems using electromagnetic, sonic or similar waves that discriminate between different materials and structures.
- Locate and document with photo or precision video and with sufficient resolution properties or structures, which only their position is known on the territory. Establish monitoring systems to assess changes undergone by those goods or structures.

- Apply products or techniques with accuracy and remotely.
- Collect data and take measurements with accuracy and autonomy remotely, avoiding the introduction of complex and expensive aids.

4. Technical and management Team from the department collaborating with the technological partner.

A team of architects, archaeologists and restorers with sufficient experience in the protection, conservation and restoration of cultural property. In principle this team would consist of a technical (official and/or contract staff of the Galician regional government) in each of the subjects.

5. Operational improvement, process optimisation, cost reduction ..., expected to be achieved by implementing UAVs based solutions.

- At present they are already using UAVs equipment for data collection concerning proximity to cultural property and are already taking photographs, videos and similar work, although at present unsystematically and unstandardised.
- It is envisaged that the development of this equipment allows the provision of analytical equipment needed to perform data acquisition and measurements that now demand expensive aids such as exploring moisture using thermal cameras or precision measurements in hard to reach places .
- It would be desirable for the development of these techniques and research in technological innovation to allow detection and recognize historic structures or cultural value, hidden, without it being necessary to carry out expensive research campaigns on site or excavation or clearing land.
- Approach using UAVs to cultural assets, regardless of their location in the territory would expand the functions of surveillance, monitoring and control of protected objects and therefore work towards effectiveness in safeguarding the cultural heritage, efficiency in the preventive control and agility of response before a situation of risk or verification of damage.

Technological challenge 6

Department that proposes the challenge:

- Presidency (Tourism Agency of Galicia)

1. Areas/topics that the department wants to investigate/innovate with the aim of improving the delivery of public services through UAVs.

Analysis of tourist demand and flow of visitors in open spaces of high ecological and tourist interest which by their nature are diffuse areas of difficult access and control.

In particular, measurement and characterization of tourism demand in protected natural areas and tourist routes with special interest in the Camino de Santiago

2.- Intensive processes or activities in department resources likely to improve by using UAVs based solutions.

- Flow measurement and flow of visitors in open spaces
- Observing flow behaviour (crossing sites, visited resources, means of transport, intermediate times, identifying points of saturation, ...)
- Identification of the main features of the visit
- Behaviour linked to other sources of information, user profile as TICs.

3.- Technical or technological challenges that should settle said solutions (This section includes the integration of the solution in the current processes or technological platforms of the department)

- Getting information in real time or at least in short time intervals.
- Getting a management tool that enables the identification of problems -points saturation, overcrowding, environmental degradation, loss of quality of visit, ...- and efficient decision making that minimizes potential negative impacts.

4. Technical and management Team from the department collaborating with the technological partner.

Personnel of the area of Studies and Research, particularly and specifically a technical specialist in tourism statistical interpretation and analysis of trends and the Director of Competitiveness.

5. Operational improvement, process optimisation, cost reduction ..., expected to be achieved by implementing UAVs based solutions.

Obtention of a full information system based on UAV solutions resulting in tourism management tool that enables more accurate knowledge both at a territorial as well as a seasonal level, so as anticipate problems and to implement solutions that minimise the possible negative impacts on

many levels: in natural environment, infrastructure and equipment in the space, as well as aspects related to the quality of the tourist experience.

Likewise, it will provide data on tourism demand to allow for a short-term plan to offer specific products that are demanded by tourists, so as achieve efficiency in tourism promotion campaigns.

F.2. Annex 2: Application for participation

PHASE I (RFP-A) CIVIL UAVs INITIATIVE

File number:

Contract title:

Date of statement:

PARTICULARS

Name:

Surnames:

NIF:

Phone:

Fax:

Email:

Domicile for the purpose of notifications:

(if acting on behalf)

Mercantile entity it represents:

NIF:

Post:

1. I DECLARE RESPONSIBLY THAT:

- a) The submission of the participation application that implies acceptance of the conditions governing the dialogue procedure and the basic conditions for implementing the Partnership Agreement contained in this Regulating Document.
- b) The organization I represent meets the conditions established by law to contract with the regional administration, and has legal personality, and, where appropriate, the necessary representation for government contracts, as stated in the regulatory Document Phase I procedure RFP-A Civil UAV Initiative.
- c) That the entity has economic and financial standing and technical or professional solvency minimum required by the regulatory procedure Phase I Document RFP-A Civil UAVs Initiative.
- d) The entity is committed to dedicate or ascribe to the implementation of the Association Agreement sufficient personal and material means to the second order in the required regulating document.

- e) In the course of being proposed as the winner of the Partnership Agreement, the entity shall certify, prior request of the contracting authority, title and validity of the documents required by the proposed regulating document as tenderers.
- f) That the entity, will submit before the contracting authority, when required at any time before the adoption of the award proposal, the supporting documentation of compliance of the conditions established for being awarded the Agreement.
- g) Neither the signer of the declaration, or the entity that I represent nor any of its directors or representatives, are involved in any course to which the artigo 60 TRLCSP refers to.
- h) Which is not part of the governing bodies or Directors of the company no high office to which the Law 5/2006 of 10 April, regulating conflicts of interest of members of the Government and Senior Officers referred the State Administration of Law 53/1984, of 26 December, on incompatibilities of staff in the service of Public Administration, Law 9/1996, of October 18th, on incompatibilities of members of the Regional Government Galicia and senior officials of the Regional Administration, nor is any of the elected positions regulated by Organic Law 5/1985 of 19 June on the general electoral system, under the terms set out therein.
- i) Neither the signatory of the declaration, nor any of its directors or representatives of the entity that I represent, is a spouse, person linked with similar relation of affective coexistence or descendants of the people whom the preceding paragraph refers to (provided that, with respect to the latter, such persons bear legal representation).
- j) That entity is up to date with its tax obligations to the state and autonomous treasury imposed by the regulations in force.
- k) That entity is the up to date with its obligations to the Social Security imposed by the regulations in force.
- l) That the entity is up to date with its obligations concerning registration and payment or exemption from business tax (IAE) imposed by existing provisions or shall justify with documentation when required.
- m) That the trading company that I represent company (list as applicable):
- It does not belong to a company group nor is it integrate by any partner you concur some of the assumptions set out in Article 42 of the Commercial Code.
 - It belongs to the company group.....or it consists of a partner that displays any of the circumstances described in Article 42.1 of the Commerce code. The registered name of the company involved is as follows:
 - a).....
 - b),
 - c)
- n) The company undertakes to provide or, where appropriate, provide whatever information is requested in the case of belonging to a group of companies.

- o) In the case of temporary grouping of companies, moreover, indicate the purpose of notification, name of the representative, address, telephone and fax contact.
- p) In the case of temporary grouping of companies it must indicate the names and circumstances of those who constitute it and the participation of each, as well as undertake to formally constitute a temporary union if awarded the Agreement. The components and the group must individually fill in this Annex. They also indicate, for reporting purposes, the name of the representative, address, telephone and fax contact.
- q) In the case of a Foreign business entity it shall be subject to the jurisdiction of Spanish courts of whatever type, for all incidents that directly or indirectly arise out of this procedure and association agreement, by renouncing, if applicable, to foreign jurisdiction that may correspond to the bidder

2. DATA CONSULTATION AUTHORISATION.

I AUTHORIZE the contracting authority to collect the data held by the Administration as deemed necessary to verify the veracity of the statements made.

3. EMAIL FOR NOTIFICATION PURPOSES

I UNDERTAKE to accept and consider valid all notifications that are carried out by email:

5. INSTITUTIONAL ETHICS CODE OF THE XUNTA OF GALICIA

That knows the content and scope of the institutional ethical code of the Xunta de Galicia, approved by the Council of the Xunta de Galicia (DOG Nº. 179 of September 19, 2014).

Signature:

F.3. Annex 3: Model form of subcontracts with Universities, and companies in the area of influence.

AGREEMENT FOR PARTICIPATION IN PHASE I (RFP-A) CIVIL UAVs INITIATIVE BETWEEN [BIDDER] AND [SUBCONTRACTED COMPANY, CENTRE OR UNIVERSITY]

This document is a participation agreement in Phase I (RFP-A) - CIVIL UAV INITIATIVE between the company [BIDDER], who heads one of the proposals submitted to tender issued by GAIN and [SUBCONTRACTED COMPANY, CENTRE OR UNIVERSITY] as subcontractor involved in the tender. This Agreement shall enter into force only if [BIDDER] is awarded the contract and in accordance with the conditions agreed between it and GAIN during the contract negotiation phase.

[SUBCONTRACTED COMPANY, CENTRE OR UNIVERSITY] states that it has been informed and consents to the provisions and requirements contained in the regulating document of Phase I (especially those related to intellectual and industrial property) and meets the solvency requirements for the provision of subcontracted services and makes resources available to the bidder for the entire duration of its contract.

[SUBCONTRACTED COMPANY, CENTRE OR UNIVERSITY] states that have sufficient legal capacity to perform the contract and is not subject to any of the causes of the hiring ban in Article 60 of TRLCSP.

The following describes the features of the agreed collaboration:

a) R & D lines in which it participates.

[TO BE COMPLETED BY BIDDER]

b) Activities (work packages and tasks) in which it participates.

[TO BE COMPLETED BY BIDDER]

c) Purpose of subcontracting.

[TO BE COMPLETED BY BIDDER]

d) Subcontracting price.

[TO BE COMPLETED BY BIDDER]

At _____, on _ of _____ 2015,

By [BIDDING COMPANY],

By (SUBCONTRACTED COMPANY, CENTRE

OR UNIVERSITY)

Signed: _____

Signed: _____

F.4. Annex 4: Descriptive parameters of the proposal

The [BIDDING COMPANY], as described in its proposal, and assumes the following specific commitments on objective assessment criteria, under the RFP-A bid of CIVIL UAVs INITIATIVE,

| Parameter | VALUE |
|--|-------|
| Financial contribution requested from autonomous administration (Up to 21 million Euros, excluding VAT) | - |
| Bidder's financial contribution to the initiative (understood as the sum of all contributions in the bidder's means and resources, according to financial model) | - |
| Reinvestment commitment (as% of economic contribution requested from the regional administration). | - |
| Commitment to inclusion of economic operators in the area of influence. (Absolute value of the sum of activities subcontracted to these operators). | - |
| Indirect returns (off-sets) (as % of economic contribution requested from the regional administration) | - |
| Nº of direct jobs estimated to be created. | - |
| Nº of estimated indirect jobs to be created. | - |
| % of total investment (economic contribution of the regional administration + financial contribution from the applicant) to be devoted to promoting the dissemination and disclosure of science | - |

F.5. Annex 5: File for reference's submission.

| Ref. | Project title | | | | | | | |
|---------------------------------|---------------|-----------------------------|--|----------------------|----------------|-------------------|-------------------|------------------------------------|
| Name of legal entity | Country | Overall project value (EUR) | Proportion carried out by legal entity (%) | Nº of staff provided | Name of client | Origin of funding | Dates (start/end) | Name of consortium members, if any |
| | | EUR | | | | | | / |
| Detailed description of project | | | | | | | | Type of services provided |
| | | | | | | | | |

F.6. Annex 6: Economic and Financial Solvency.

Annual turnover in the aerospace field, including both research and development services and supplies and services, especially those related to public services to which this regulation document refers to in each of the last three financial years :

| Financial data | YEAR € | YEAR € | YEAR € | Average € |
|----------------------------|------------------|------------------|------------------|---------------------|
| <i>Annual turnover</i> | | | | |
| <i>Current Assets</i> | | | | |
| <i>Current Liabilities</i> | | | | |

F.7. Annex 7: Description file of results and TRLs

| PRODUCT TO BE OBTAINED | BRIEF DESCRIPTION OF PRODUCT | INITIAL TRL (1-9) | FINAL TRL (1-9) | DESCRIPTION OF PROGRESS |
|------------------------|------------------------------|-------------------|-----------------|-------------------------|
| | | | | |
| | | | | |
| | | | | ... |

F.8. List of outcomes of the R & D joint program desired by the Xunta

1. Increased competitiveness in the medium and long term of the companies participating in the initiative.
2. Increased competitiveness of the centres and universities participating in the initiative.
3. Long-term sustainability of the initiative, beyond the first R & D joint program.
4. Creation of new skilled jobs and personnel training.
5. Attracting talent to the area of influence of the Initiative.
6. Opening or creating new markets for aerospace products manufactured in the area of influence of the Initiative.
7. Increased productivity in the delivery of public services.
8. Increasing scientific and technological cooperation between companies, libraries, universities; as well as international scientific and technological cooperation contributing to the R & D internationalisation conducted in the area of influence of the Initiative.
9. Systematisation of R & D + i, defined as the dissemination of management standards advanced R & D and the creation of stable R & D structures.
10. Access to risk capital to exploit the results.
11. Creation of a new company to exploit the results.
12. Acquiring new knowledge.

PART III. PREVIOUS PROCESS TO THE OPENING OF PHASE II (RFP-B): *MARKET CONSULTATION* - PRELIMINARY MARKET CONSULTATION.



MARKET CONSULTATION
PRELIMINARY MARKET CONSULTATION
Previous call to the opening of Phase II (RFP-B).

Open call of innovative solution proposals for the development of specific projects that will be developed in Phase II of the CIVIL UAVs INITIATIVE

A. INTRODUCTION

Within the promotion policy of the aerospace technology research Pole of the Regional Community of Galicia (hereinafter Government of Galicia) it launches the "Civil UAV Initiative" for use of UAVs in the civilian area and, particularly for the improvement of public services.

The Regional Community of Galicia aims to promote an aerospace technology research Pole, based on the concept of open innovation, through various actions:

- Creation and development of an aerospace Technological park around the Rozas airfield.
- Search for innovative technological solutions through partnership procedures for pre-commercial development, pre-commercial public procurement, partnership for innovation and public procurement of innovative technology
- Attraction and promotion of investments for technological and industrial development.
- Improvement of public services through the use of unmanned aerial systems

Framed within the political momentum of this aerospace technology research pole is the creation of the Rozas Technological Park, a research infrastructure consisting of the Rozas airfield dedicated to UAVs for civilian use and the new INTA-XUNTA (CIAR) Airborne Research Centre.

The creation of CIAR as jointly owned mixed centre shared between the State Administration and Regional Community, through the formalisation of a collaboration agreement between the Galician Agency for Innovation (GAIN), the Galician Institute of Economic Promotion (IGAPE) and the National Institute of Aerospace "Esteban Terrada" (INTA) has been authorized by the Xunta de Galicia Council on 21 May 2015.

GAIN, the IGAPE and the INTA are interested in co-operating in the promotion of the scientific research and technological development in the aerospace field through the development of a Research Centre so that the unmanned aerial systems are converted in vehicles intended as a research reference at a European level. The CIAR will be constituted as a test centre that offers the required infrastructure for aircraft development and campaign assessments to be realised with the same, so that flights can be realised in a safe and efficient manner.

In the next four years, the Governments of Galicia and Spain intend to invest, from 2015-2020 up to 55M € to develop this initiative.

Thus, it is already investing € 10M in infrastructure construction (Rozas aerodrome) and it envisages an investment of 45M in contributions for the development of contracting procedures that are detailed below.

This initiative aims at fostering among the agents involved in the transfer of knowledge between business and research entities and encourage the development of projects under collaboration directed at achieving objectives based on market research results.

The object of the initiative is to promote the use of UAVs in the civil environment and, especially, in the improvement of the public utilities through public-private collaboration with one or various strategic technological and industrial partners (through a partnership agreement for the pre-commercial development) that will be selected in Phase I (RFP-A) and, on the other hand, through public contracting processes of innovation for specific solutions (pre-commercial procurement, public purchase procurement of innovative technology and partnership for the innovation) that will be selected in Phase II (RFP-B).

The technological and industrial Strategic Partner or Partners will be selected (Phase I RFP -A) over 2015 in response to the existing interest in the market and the overall value provided to the initiative by the economic operators concerned. The strategic partner or Partners must commit to a long-term development of this initiative and the aerospace technological and research pole. With the selected Partner or Partners a Partnership agreement will be signed, which will include R&D contract(s) (Pre-commercial Procurement) of up to 21 M€ plus VAT.

In Phase II of the project for the development of the Technological Pole of Galicia of unmanned aerial systems for the improvement of various public services, the General Administration of the Regional Community of Galicia, through GAIN or other regional public procurement bodies of the sector, plan to publish in 2016 new calls for the hiring economic operators to develop the technology pole, rendering services for research and development and procedures for public procurement of innovative technology in the field of unmanned aerial systems.

Vendors and developers for specific solutions and services based on UAVs will be selected during 2016 (Phase II RFP-B) through public contracting processes of specific innovation solutions (pre-commercial procurement, public procurement of innovative technology and partnership for innovation), initiating this Phase II in 2015 with preliminary consultations of the market.

Between the needs of the Xunta government that could be covered in the future by innovative products and services that are intended for promotion, and that cannot be met through the acquisition of others that are already available on the market, one can cite the following: fire prevention and handling, inventory and land management, disaster management, risk mapping, poaching control, coastal surveillance, tourist flows management, etc.

Participants in the Civil UAVs can use the airfield Initiative dedicated to Rozas civil UAVs and the Centre for INTA-XUNTA Airborne Research Centre, within the framework of the agreements reached by the two administrations.

Given the above, prior to the definition of the contracting models for innovation that will be developed in Phase II (RFI-B), it is considered of interest to promote a preliminary market consultation process as an open call of proposals for innovative solutions as a means to identify technologies and solutions relevant to the technological challenges proposed in the Civil UAVs Initiative.

Clause 40 of the new Directive 2014/24 /EU of the European Parliament and Council of 26 February 2014, on public contracting and in which it repeals the Directive 2004/18 / EC, it acknowledges the possibility that before initiating a contracting procedure, bidding authorities may conduct market consultations in order to prepare the contract and inform economic operators about their plans and contracting requirements.

To this end, bidding authorities may, for example, seek or accept assessment from experts or independent authorities or participants in the market, which can be used in the planning and development of the contracting procedure, provided that such assessment does not have the effect of distorting the competition and does not result in violations of the principles of non-discrimination and transparency.

B. OBJECT.

The purpose of this call is to promote the participation of any individual or legal entity, public or private for identifying innovative proposals that contribute to the development process and implementation of the projects included in the "UAVs Civil Initiative", which are related to Annex I of this order.

This preliminary consultation process of the market is realised in order to prepare future contracting that the Regional Administration plans to develop during Phase II (RFP-B) and inform economic operators about their plans and contracting requirements.

C. PARTICIPANTS.

The call is open and is directed to all natural or legal persons, public or private persons who are willing to participate and collaborate with the Galician Agency of Innovation for the development of these projects, both in its definition and scope and the development and technological innovation in the field of civil UAVs.

Any interested party can participate although it had not previously expressed interest through the "Request for information (RFI)" convened by the Galician Innovation Agency in this initiative through its website www.civiluavsinitiative.com

Participating in the call does not carry, by the Regional Administration, any obligation to finance or acceptance of the submitted proposal.

The Administration will give participants an equal and non-discriminatory treatment, and adjust their participation to the principle of transparency.

D.APPLICATION OF THE PRINCIPLES OF CONTRACT LAW.

Likewise, the participation or non-participation in the call, the dialogue or contacts maintained with participants or information exchanges cannot lead to infringements of the Community non-discriminatory and transparency principles, nor have the effect of restricting or limiting competition or grant any unfair advantages or exclusive rights in the recruitment procedures, which may subsequently convene.

To this end, the Galician Innovation Agency will take appropriate measures to ensure the maintenance of said principles in the development of this call as in any subsequent contracting procedure steps.

In particular, in applying the principles of equal treatment and transparency, it shall inform the remaining participants, candidates or bidders of any relevant information exchanged within the framework of this call or as a result thereof, it will take care that the technical or functional specifications are defined, respecting the laws of public sector contracts and will proceed to the establishment of appropriate deadlines for the reception of tenders or participation requests, taking into account the reasonable time necessary to prepare them, considering the complexity of the contract.

E. SUBMISSION OF PROPOSALS.

The submission of proposals is subject to the following basic rules:

1. The Galician Agency of innovation will establish the requirements and functional specifications related to the Civil UAVs Initiative projects, through project files that will be available and accessible through the website www.civiluavsinitiative.com

2. The individual or legal entities, public or private, interested in participating should send their proposals in Galician or Castilian based on the files that are available in the www.civiluavsinitiative.com page. Optionally, the files may be accompanied by additional documents they deem appropriate where the proposal is developed further.

If a proposal is submitted jointly by a group of persons or entities, they should identify those that it represents, for the purposes of interlocution with the Administration.

In any case, each interested party should assume any costs resulting from its participation.

3. The proposals follow a model that will be made available electronically in the web address www.civiluavsinitiative.com. It shall enable a file model for projects, which shall be sent by email to said address.

Proposals may be submitted at any time during the 2015-2016 period from the initiation date indicated in this call.

4. The Galician Innovation Agency will study the proposals submitted and will use them in the development process and implementation of their definition and scope.

If considered of interest, it can be individually select specific participants to realise a more detailed submission or extend the information on its proposal or service. If the presentation were public, the other participants will be informed thereof through the website established for this purpose.

The exchange of information resulting from the submission of proposals may be used, where appropriate, in accordance with what was stated in Article 117 of the revised text of the Law on public sector contracts, approved by Royal Legislative Decree 3/2011, on 14 November and in Clause 42 of the new Directive 2014/24/EU of the European Parliament and the Council of 26 February 2014, on public contracting and in which it repeals the Directive 2004/18 / EC, to define the functional specifications or detailed techniques that can be employed in the procurement methods of goods or services which subsequently can be convened.

To concentrate the administrative activity of study and selection of proposals that will be presented throughout the period indicated in section three, it establishes four moments that coincide with the end of the months of December 2015 and March 2016, June 2016, September 2016 and December 2016 except that a subsequent announcement rescinds or terminates this call, which will be published in the official website of the initiative.

The Galician Agency of Innovation reserves the right to realise public submission of all or part of the information contained in the proposals submitted, taking into account the provisions of the following Clause, as well as those which are taken into account in the development process and project implementation.

The Galician Agency of Innovation, in order to ensure transparency and equal opportunities among participants of possible contracting procedures that may convene, publicise information on progress in the definition of each project (**Project Progress Sheets**).

Likewise, it will publish an **early demand map** for future contracting that are intended to be convened for the purpose of informing the market well in advance so that they can prepare appropriate offers and thus allow better planning and risk reduction.

5. After selecting the technological and industrial strategic partner(s) in Phase I (RFP-A) through the partnership agreement for pre-commercial development, the Galician Agency of Innovation may add new specific projects to those established in Annex I ,results of the competitive dialogue realised during Phase I in order that they may also submit innovative solutions related to the same. These new files or technological challenges will be posted on the official website of the initiative.

6. Galician Agency of Innovation, taking into account the proposals and subject to contractual rules, can handle contracting procedures for timely implementation of Civil UAVs Initiative projects, primarily through the use of public contracting of innovation (CPI).

Likewise, the Galician Innovation Agency reserves the right to realise a public submission of the proposals that are taken into account in the development and implementation process of projects and contributions made to them by various participants, and provide the necessary dissemination for public recognition.

F. CONFIDENTIALITY.

The Galician Agency of Innovation will store contact data of participants in the procedure. This data will be necessarily included in the proposal files, which will further state in addition its express consent as well as acceptance to the rules of this call, including the possibility of the Administration to disseminate their participation in the procedure should it be relevant.

Moreover, to ensure transparency in the process, the availability of the best possible information and effective exchange of experiences and opinions, participants will expressly state their will so that the Galician Innovation Agency necessarily keeps accessible and updates the required information, wholly or partly, on the submitted proposals.

Without prejudice to the possibility of disclosure of the solutions and the definition of project specifications, the Administration may not disclose the technical or commercial information that, if any, has been provided by the participants and the same designated as confidential.

They are the participants who must identify the documents or the technical or commercial information that is considered confidential and not being admissible that they carry out a generic statement or declare that all documents and all information are confidential.

Participants may designate as confidential any of the documents submitted in the application. This must be clearly reflected (in any form or other) in the document itself designated as such.

G. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.

The solutions and technical specifications submitted for projects shall not refer to a specific make or a specific origin or a procedure or refer to a trademark, patent or type, specific origin or a specific product

The use of the contents of the proposals will be limited exclusively to the inclusion of said contents in the process of definition of the projects that will be specified in the sheets of the different contracting procedures that are to be dealt with within the framework of the CIVIL UAVS INITIATIVE under the public contracting formula of innovation.

H. PROJECT CONTRACTING

Once realised the definition of technical or functional specifications of the projects with the degree of specificity required, the Galician Agency of Innovation initiates the corresponding contracting procedures as established by Royal Legislative Decree 3/2011 of 14 November, establishing the revised text of the Law on public sector contracts, considering them always in assessing innovation and the incorporation of high technology as positive aspects.

To do this one can use, according to the circumstances and peculiarities of each case, innovation contracting procedures whether pre-commercial public purchasing, procurement of innovative technology or innovation partnership.

The specifications of administrative clauses, regulatory documents and contracts awarded, in the aspects related to industrial and intellectual property of the technical solutions of the selected offer, the following should be considered:

a) Contracts aimed at developing and making available protected products by intellectual and industrial property in order to keep market expectations of innovative markets may establish that

the contractor retain the indicated title although it will be accompanied by at least the transfer of use to the Contracting Authority and the possibility of change of technologies provided for its needs, ensuring access to source code Administration software, as well as the possibility for the same to authorize the use of the corresponding product to bodies, agencies and entities belonging to the public sector. It may also provide for the revision of the conditions of use and modification if in the future other customers can achieve better conditions to equal them.

b) In order to facilitate cost-effective development of innovative solutions for public services, the service contracts for research and development mechanisms will establish them in line with market conditions for sharing with successful company bidders the risks and benefits of scientific and technical research in proportion to the contribution made by the Administration.

I. EVALUATION OF PROPOSALS AND, IF ANY, OF BIDS.

Before the definition of technical or functional specifications by the Administration, the participation of personnel in the regional administration will be sought capable of being users of the service in question for its assessment, notwithstanding that as many agents and means that may be deemed appropriate by the Galician Agency of Innovation may also participate in the assessment. Likewise, in contracting procedures, the technical solutions and technological developments offered by bidders may be evaluated from a staff perspective through the application of appropriate reports.

J. DEADLINES.

The deadline for submission of proposals will begin on 1 September 2015.

The closure of the call for the projects will take place, once the necessary degree of definition is achieved through an announcement on the website www.civiluavsinitiative.com.

K. ANNEX I: TECHNOLOGICAL CHALLENGES

PROJECTS TO DEVELOP IN PHASE II (RFP-B) "CIVIL UAVs Initiative".

- **Technological challenge 1. File 1**
- **Technological challenge 2. File 2**
- **Technological challenge 3. File 3**
- **Technological challenge 4. File 4**
- **Technological challenge 5. File 5**
- **Technological challenge 6. File 6**

Technological challenge 1

Departments that propose the challenge:

- Ministry of Environment, Territory and Infrastructures
- Ministry of Maritime and Rural Areas

1. Areas/topics that the department wishes to investigate/innovate with the aim of improving the delivery of public services through UAVs.

1. Capture of geographical or territorial information and elaboration of cartography. Integration and hybridisation of geographical information capture systems. Automation for obtention of the end product. Adjustment of processes for obtaining products and their use by end users. "Continuous" update of geographical information.
2. Agroforestry resource management from Lidar data and images obtained by UAVs.
3. Application of information supplied by UAVs in the analysis and planning of the territory.

2. - Activities or intensive processes in department resources that can improve through the use of UAVs based solutions.

1. Capture of geographical information.
 - Using different devices and hybridisation data capture systems for updating the information of the territory: Terrain Models, infrastructure, construction, cover and use, forest inventory information at the level of mountain soil information.
 - Automation of the processes for obtaining information related to the above topics.
2. Agroforestry resource management.
 - Fire prevention and combating forest fires
 - Inventory and forestry management
 - Improves mobility over agricultural land.
3. Development and monitoring of studies and spatial plans.

3. - Technical or technological challenges that should solve these solutions (this section includes the integration of solutions into existing processes or technological platforms department)

1. - The capture of geographic information and mapping development challenges are:
 - The integration of different technologies for capturing information.
 - Automation in processes for obtaining necessary geographical information.
2. - Management of agroforestry resources, challenges include development and calculation, from the information supplied by the UAVs, of:
 - Fuel models and fire risk index
 - Estimation model of existential timber-yielding and volume of non-timber-yielding biomass (characterisation of the resource biomass)
 - Phytosanitary state indices of vegetation, especially arboreal
 - Procedures for recognition, evaluation and prediction of the degree of abandonment of agricultural plots and support systems for reorganization.
 - Index for the control of the assistance by maintenance of bushy and arboreal pasture.

3. - The study and planning of the territory, the challenges involve the use of data obtained by UAVs for:

- Control and monitoring of land use plans, for example, for automatic calculation of monitoring indicators of the Planning Guidelines for the identification of new buildings in the protected areas of the Coastal Management Plan to obtain information on the height of buildings, etc.
- The elaboration of historical series of land use models that calibrate land use change models (Land Use / Cover Change models) tailored to the regional characteristics of Galicia
- Feeding Support Systems Planning (*Planning Support Systems: PSS*) and develop specific PSS for Galicia employing UAVs data for decision making in territorial planning.

4. - Management and technical team provided by the department with technological partner.

Multidisciplinary technical personnel with experience in capture, management and of territorial and geographical information, as well as in the realization of different types of territorial studies.

Team training: engineers in topography, architects, agronomists, Engineers in forestry , graduates in geography, graduates in geology, graduates in biology, graduates in environmental science , graduates in exact sciences, graduates in telecommunications and specialist operators.

5. - Operational improvement, process optimisation, cost reduction ... that it expects to achieve by implementing solutions based on UAVs

1. Capture of geographic and land information:

- Cost reduction in the capture of information.
- Adjustment of developments for automatic information collection, reducing costs and timing.
- Continuous updating of geographic data.

2. - Agroforestry resource management:

- Improved efficiency in fire prevention and response times in firefighting thanks to the availability of fire risk mapping, real time monitoring of fires and predicting the evolution of fires based on models.
- More accurate and updated forest inventories, which result in the more efficient forest management.
- Quantifying, modelling and prediction of the abandonment of agricultural land will facilitate the design and implementation of policies and instruments of land management, for example, the Bank of Terras de Galicia.
- Cost reduction in the CAP management subsidies and higher reliability.

3. - Study and planning of the territory:

- Development of regional studies with higher spatial and temporal precision.
- Greater efficiency and agility in decision making processes of territorial planning through the availability of simulation models and systems for decision support tailored to the regional characteristics of Galicia and fed with data from UAVs.
- More efficient and accurate monitoring of land use plans by reducing costs and time in the calculation of monitoring indicators and the availability of new data

Technological challenge 2

Departments that propose the challenge:

- Ministry of Maritime and Rural Areas

1. - Areas / topics that the department wishes to investigate/innovate with the aim of improving the delivery of public services through UAVs.

- Poaching control
- Maritime Salvage
- Combating pollution
- Control and monitoring of the Spanish fishing fleet

2. - Activities or resource intensive processes that can improve the department by employing UAVs based solutions.

- Systematic surveillance of mollusc production zones for the prevention of poaching.
- Systematic surveillance of the conditions of fish farming facilities in the maritime and land-sea area.
- Early detection and assessment of accidental marine pollution.
- Location of pollution sources on the coast and at sea.
- Search for missing at sea.
- Control of the activity of fishing vessels of the fleet based in Galicia port.

3. - Technical or technological challenges that should solve these solutions (this section includes the integration of solutions into existing processes or technology platforms department)

Increase the capacity and autonomy of the aerial equipment (helicopters) as well as improving flight capacities in complicated weather conditions.

It is considered essential that the operation of UAVs be made entirely from Coast Guard vessels, especially landing and take-off operations.

4. - Management and technical team provided by the department with technological partner.

- Deputy Director General of the Coast Guard of Galicia
- Head of Search, Salvage and Combating Pollution
- Head of Service for Resource Protection

5. - Operational improvement, process optimisation, cost reduction ... that it expects to achieve by implementing solutions based on UAVs

Decreased response time; have prompt information on issues of both resource protection, as well as search and rescue and combating pollution; substantial reduction in operating costs would avoid preventive movement of air, land and maritime resource control , prevention of poaching, salvage

Technological challenge 3

Department that propose the challenge:

- Deputy presidency and Ministry of the Presidency, Public Administration and Justice (Galician Emergency Agency)

1. - Areas/topics that the department wishes to investigate/innovate with the aim of improving the delivery of public services through UAVs.

Battery autonomy; protection systems of the rotor blades with aerodynamic efficiency; stabilisation systems that improve UAV technical characteristics in order to use in adverse weather conditions; satellite guidance system in difficult areas or no radio coverage; record "black box" in case of a UAV accident; accessory for counting the capacity in human concentrations; Amphibious UAVs for underwater searches; support for radio communications in disasters / disaster MCI (Mass Casualty Incident).

2. - Activities or resource intensive processes that can improve the department by employing UAV based solutions.

The range of possibilities for improvement is linked to the limitation of the UAV itself, since all parcels related to emergency management could be improved or of added value in the use of these devices. Thus, we can discuss emergencies involving industrial accidents, associated with human activities in bad weather situations search for missing persons, salvage and rescue, anthropic risks, radio communications and security, among others.

3. - Technical or technological challenges that should solve these solutions (this section includes the integration of solutions into existing processes or technology platforms department)

4. - Management and technical team provided by the department with technological partner.

Managerial and technical personnel: 3 persons

5. Operational improvement, process optimization, cost reduction ... that it expects to achieve by implementing solutions based on UAVs

In the case related to emergency management it is considered as essential its use and added value in operational improvements, optimisation of resources and risk reduction and economic costs associated with the underlying activity of the operational management of the emergency.

Technological challenge 4

Department that propose the challenge:

- Ministry of Health

1. - Areas/topics that the department wishes to investigate/innovate with the aim of improving the delivery of public services through UAVs.

Within the activity of Healthcare Emergencies of Galicia - 061. It should be taken into account that there are normal operations involving both emergency and response to health emergencies that come, such as consultation and medical advice phone. Exceptionally it presents episodes, which involve multiple victims (multiple casualty incidents and disasters)

Apparatus capable of bringing medical supplies to remote areas or isolated in different situations:

- 3) Semi-automatic defibrillators (DESAS) situated in strategic zones. These devices can be used by first responders (people without medical training at the bedside) or can serve as temporary primary care points when due to a breakdown they are left without them.
- 4) Extra material contribution necessary in resolving massive episodes (usually collected in bins) from storage and logistic bases.

Moreover, our service may be interested in used rescue equipment, comprehensive view of complex scenarios, search....

2. - Activities or resource intensive processes that can improve the department by using UAV based solutions.

On a day-to-day basis: strengthening healthcare activity in remote areas for Cardiopulmonary Resuscitation situations.

Obviously, in this application it should take into account: the capacity and response time of devices (dependent on both services and possible locations), and moreover the respective cost-effectiveness compared with other modalities.

Note: In the case of DESAS, based on the evolution of technology and prices, although at the moment they are stated as utilities to bring to remote areas, at any given time they could be used in cities to increase the responsiveness of health emergencies services.

In the exceptional sense collaboration with other agencies (Emergency), who have already invested in UAV technology. It can use these devices to obtain aerial perspectives of multiple victim accidents, material transport facilitation of material for individual resolution in areas of difficult access, location of people.

It can evaluate the possibility of favouring the management of heavy equipment (such as disaster chests) in accident with multiple victim situations in remote locations, where mobile resources take time to arrive.

3. Technical or technological challenges that should solve these solutions (this section includes the integration of solutions into existing processes or technology platforms department)

To focus on site:

- DESAS: Integrated incorporation of electromedicine + images and voice transmission.
- Material management: Transport capacity of no less than 30 Kg.

In both cases:

- Geopositioning interaction
- Georeferenced direct flight without pilot intervention.
- Usually with broad autonomy and responsiveness at great distances.

4. Management and technical team provided by the department to collaborate with technological partner.

Healthcare emergency of Galicia - it has 061 service systems and information technology, technical staff who know the operation and possibilities of technology.

Operationally, it has central coordination, which has technological and advanced communication, self-designed platform, from which it responds to demand for healthcare and coordinate the necessary means for its resolution. From the same, it has been developing for some years activities related to telemedicine and distance medical consultation.

It also has its own healthcare network that transmits activity to this Centre.

We are able to offer our experience in piloting new projects.

In this particular project it may have direct involvement of 1 technology department head and when necessary service operation managers.

5. Operational improvement, process optimization, cost reduction ... that it expects to achieve by implementing solutions based on UAVs

UAVs can be a complementary method of healthcare activity in the field clearly decreasing response times in remote areas. In a scenario of increasing affordability of these devices, it could even improve response times in case of cardiac arrest in urban areas.

They can also serve to support the activity of the points on call in case of breakdowns of indispensable material.

Applications observation tasks, search and rescue can also be efficient these technologies, although its use provide important synergies with other departments and agencies.

Technological challenge 5

Department that propose the challenge:

- Ministry of Culture, Education and University Planning

1. - Areas/topics that the department wishes to investigate/innovate with the aim of improving the delivery of public services through UAVs.

- Protection and surveillance of cultural heritage: Possibility of using UAVs for data collection on cultural heritage of integral assets at a territorial scale with the purpose of monitoring the same; to check the use and possible affections; to realize periodic, inspection, systematic and unsystematic, detect and analyse possible agents and deterioration effects, risk assessment.. (territorial scale)
- Conservation of cultural heritage: Data collection on the state of conservation of the property and degrading agents that can affect. Application of techniques of preventive or curative conservation ... (local scale or approximation/exterior / interior of buildings)
- Research and dissemination: Analysis of the territory for exploration of new cultural heritage sites. Graphs and analytical data collection for dissemination. Taking measurements and data collection on use and demand loads that can be treated analytically or statistically for cultural heritage study and its dissemination: visitors, use of property, land use in its environment. Conservation of cultural heritage:(local scale or of proximity/exterior/interior of real estate)

2. - Activities or resource intensive processes that can improve the department by employing UAV based solutions.

- Surveillance of cultural property in the territory.
- Assessment of use, loads and load demand.
- Detection and monitoring of degrading agents.
- Data collection: graphics, photography, video, 3D scanning, photogrammetry, thermal, environmental, etc.
- Approximation to inaccessible places or points.
- Analysis of the territory for prospecting, locating and georeferencing of visible or hidden assets below the soil, water or vegetation goods.

3. - Technical or technological challenges that should solve these solutions (this section includes the integration of solutions into existing processes or technology platforms department)

- Georeferencing or locate assets in the territory without the need to perform field work approach.
- Recognise structures built below the ground or water that is not visible to the naked eye but can be detected by 3D scanning that modelise the territory or systems using electromagnetic, sonic waves, or similar to discriminate between different materials and structures.
- Locate and document with photographs or precision video and sufficient resolution assets or structures that only their position is known on the territory. Establish monitoring systems to assess changes undergone by those goods or structures.

- Apply products or techniques accurately and remotely.
- Collect data and realise measurements, accurately and remotely, avoiding the implementation of complex and expensive aids.

4. - Management and technical team provided by the department with technological partner.

A team consisting of architects, archaeologists and restorers with sufficient experience in the protection, conservation and restoration of cultural assets. In principle this team would consist of a technician (official and/or contract personnel of the Galician regional government) for each matter.

5. - Operational improvement, process optimization, cost reduction ... that hopes to achieve with the implementation of solutions based on UAVs

- At present they are already using UAV equipment for collection of proximity data on cultural property and they are already taking photographs, videos and similar work, although at this time unsystematically and unstandardised.
- It is expected that the development of this equipment allows equipping them with analytical devices needed to perform data acquisition and measurements that now demand expensive aids such as exploring moisture using thermal cameras or precision measurements in hard to reach places .
- It would be desirable for the development of these techniques and research in technological innovation to allow detection and recognition of historic structures or of cultural value, hidden, without the need to carry out expensive on-site campaigns or excavation or clearing land.
- The approach using UAVs to cultural assets, regardless of their location in the territory would expand the functions of surveillance, monitoring and control of protected objects and therefore work towards effectiveness in safeguarding the cultural heritage, efficiency in preventive control and agility of response in a risk situation or damage verification.

Technological challenge 6

Department that propose the challenge:

- Presidency (Tourism Agency of Galicia)

1. - Areas/topics that the department wishes to investigate/innovate with the aim of improving the delivery of public services through UAVs.

Analysis of tourist demand and flow of visitors in open spaces of high ecological and tourist interest, which by their nature are diffuse areas of difficult access and control.

In particular, measurement and characterisation of tourism demand in protected natural areas and tourist routes with special interest in the Camino de Santiago

2. - Activities or resource intensive processes that can improve the department by employing UAV based solutions.

- Flow measurement and affluence of visitors in open spaces
- Observing the behaviour of flows (crossing points, visited resources, means of transport, intermediate times, identifying saturation points, ...)
- Identification of the main features of the visit
- Behaviour linked to other sources of information, user profile as TICS.

3.-Technical or technological challenges that should solve these solutions (this section includes the integration of solutions into existing processes or technology platforms department)

- Getting information in real time or at least in short time intervals.
- Obtention of management tool that enables the identification of problems - saturation points, overcrowding, environmental degradation, poor quality of the visit ...- and efficient decision making that minimises potential negative impacts.

4.-Management and technical team provided by the department with technological partner.

Personal Area Studies and Research, concretely and specifically, a technical specialist in tourism statistical interpretation and trend analysis and the Director of Competitiveness.

5. -Operational improvement, process optimization, cost reduction ... that it hopes to achieve with the implementation of solutions based on UAVs

The obtention of full information system + based on UAV solutions resulting in a tourism management tool that allows the obtention of accurate knowledge, both territorial and temporal, which anticipates problems and implements solutions that minimise possible negative impacts on many levels: in a natural environment, on infrastructure and equipment in the area, as well as

aspects related to the quality of the tourist experience.

Likewise, it provides data on tourism demand allowing short-term planning to offer specific products that are demanded by tourists, so as achieve efficiency in tourism promotion campaigns.