

International Civil Aviation Organization

ICAO

Ninth Meeting of the Common aeRonautical Virtual Private Network Operations Group (CRV OG/9)

Video Teleconference, 25 – 27 January 2022

Agenda Item 10: Review the progress on the next step for using the rest of CRV Pioneer State Contribution to the ICAO Managed Service Agreement (MSA)

UPDATES ON CRV PIONEER STATE CONTRIBUTION TO THE ICAO MANAGED SERVICE AGREEMENT (MSA)

(Presented by the Secretariat)

SUMMARY

This paper presents an update on the relevant development of using the balance of the MSA.

1. INTRODUCTION

1.1 CRV OG/2 meeting was held on 15 May 2017, and through Working Paper 4 (WP/04), the ICAO secretariat informed the meeting about the *fund balance as at 31 March 2017 of USD 104,596* and proposed a draft of revision of Annex 1b to the MSA.

1.2 CNS SG/21 meeting was held from 17 to 21 July 2017. On behalf of Fiji, Hong Kong China, New Zealand, USA and the ICAO Secretariat, USA presented a Working Paper 17 (WP/17) to propose the recommendation to the meeting for APANPIRG decision to manage the remaining funds not used for the CRV selection process, as the outcome of Action 2-6, *to propose a way forward regarding the MSA*, and the meeting endorsed **Draft Conclusion CNS SG/21-DC6: Amendment of the Management Service Agreement for CRV project (RAS14801)**.

1.3 The APANPIRG/28 was held from 11 to 14 September 2017, and adopted **Conclusion APANPIRG/28/19: Amendment of the Management Service Agreement for CRV project (RAS14801)**.

1.4 CRV OG and concerned States/Administrations have taken various follow-up actions for Conclusion APANPIRG/28/19. However, the Conclusion itself remains as one of outstanding Conclusions/Decisions up to APANPIRG/32 held in December 2021.

1.5 After CRV OG/8, it was observed that project timelines as well as the project amount mentioned in **Appendix D** in outstanding **Conclusion APANPIRG/28/19: Amendment of the Management Service Agreement for CRV project (RAS14801)** is modified. Therefore, ICAO Secretariat conducted several offline discussion by emails and one meeting by Video Tele Conferencing among ICAO TCB, CRV OG and ACSICG Co-Chairs to propose an action in CRV OG/9 for this outstanding conclusion.

1.6 This paper summarised the outcomes of abovementioned discussion and presents some recommendations for CRV OG/9 review and action.

2 DISCUSSION

2.1 The **eighteen** CRV Pioneer States/Administrations (*Australia, China, Hong Kong China, Macao China, Democratic People's Republic of Korea, Fiji, France, India, Japan, Malaysia, Myanmar, New Zealand, Philippines, Republic of Korea, Singapore, Sri Lanka, Thailand, and USA*) had established Management Service Agreement (MSA) with ICAO Technical Cooperation Bureau (TCB) to select a common service provider for telecommunication service in the region. As a result, a common service provider was selected. After selection of the common service provider in 2016, a fund balance of USD 104,596 remained as on 31 March 2017. A decision was needed to the use of remaining funds. The APANPIRG/28 meeting adopted the following Conclusion:

Conclusion APANPIRG/28/19: Amendment of the Management Service Agreement for CRV project (RAS14801)	
<p>What: Recognizing that ICAO Technical Cooperation Bureau satisfactorily completed all the defined work items in the initial Management Service Agreement (MSA) and Project Document of RAS14801, that the required payments were settled, and that in end 2016, all the requirements of both parties have been fully completed and closed on record, That, i) all Pioneer States are encouraged to counter-sign the amended Pro Document provided in Appendix D to the Report on Agenda Item 3.4; ii) any Pioneer State not countersigning is entitled to get its share of the remaining fund balance back; and iii) a Pioneer State for which a direct CRV connection is not considered feasible in 2017 by the selected vendor is entitled to get its initial contribution in full.</p>	<p>Expected impact:</p> <p><input type="checkbox"/> Political / Global</p> <p><input type="checkbox"/> Inter-regional</p> <p><input checked="" type="checkbox"/> Economic</p> <p><input type="checkbox"/> Environmental</p> <p><input checked="" type="checkbox"/> Ops/Technical</p>
<p>Why: The initial scope of MSA was completed by ICAO TCB which allowed for a successful evaluation process and selection of a best and final offer; a majority of Pioneer States is willing to use the rest of their initial contribution to continue to support CRV implementation.</p>	<p>Follow-up: <input type="checkbox"/> Required from States</p>
<p>When: 31-Mar-18</p>	<p>Status: Adopted by PIRG</p>
<p>Who: <input type="checkbox"/> Sub groups <input checked="" type="checkbox"/> APAC States <input checked="" type="checkbox"/> ICAO APAC RO <input type="checkbox"/> ICAO HQ <input checked="" type="checkbox"/> Other: CRV Pioneer States</p>	

2.2 The outstanding Conclusion APANPIRG/28/19 suggested **three** things to do by Pioneer Member States:

1. all Pioneer States are encouraged to counter-sign the amended Pro Document provided in Appendix D to the Report on Agenda Item 3.4;
2. any Pioneer State not countersigning is entitled to get its share of the remaining fund balance back;
3. a Pioneer State for which a direct CRV connection is not considered feasible in 2017 by the selected vendor is entitled to get its initial contribution in full

2.3 The approved amended Pro Document provided in **Appendix D** of APANPIRG/28 report and mentioned in above outstanding conclusion is provided in **Appendix A** to this paper. This document will be referred as **“Annex 1 to Management Service Agreement (MSA)”** throughout this paper from now onwards in order to avoid confusion between Appendixes to the paper and abovementioned document.

2.4 After APANPIRG/28 meeting, **Annex 1 to Management Service Agreement (MSA)** mentioned in above conclusion was not sent for signing of pioneer member states, however, most pioneer states expressed their interest to continue the fund to use for CRV in various CRV OG meetings held afterwards.

2.5 CRV OG/4 held in April 2018 reviewed the follow-up action on Conclusion APANPIRG/28/19 regarding MSA for CRV project (RAS14801), and noted that ICAO TCB expected more concrete proposal on use the remaining fund to promote CRV implementation in the APAC Region. The pioneers Administrations except for Hong Kong China and DPR Korea were requested to contact with the CRV OG co-chair (Asia) by providing their intention with concrete proposal for using remaining fund in support CRV implementation, and then the CRV OG co-chair (Asia) would consolidate the comments for consideration by pioneers Administrations and CRV OG. Therefore, **Action Item 4-4** of CRV OG was formulated, and was renumbered as **Task 8** by CRV OG/5 in **January 2019**.

2.6 After selection of the common service provider in 2016, a fund balance of **USD 104,596** remained as on **31 March 2017**, when abovementioned **Annex 1 to Management Service Agreement (MSA)** was prepared and approved. As on **31 December 2021**, the remaining fund for use are approximately **USD 88,000** because of the return of funds to two pioneer Member States.

2.7 On 15 April 2021, the ICAO secretariat held an online discussion among TCB, APAC and SAM on how to address the unspent funds from the completed CRV project (RAS14801) and the possibility for APAC to make reference to the project management and operational experience with the REDDIG II in SAM region. Administratively this could be done through either an extension/revision of RAS14801 to add new scope or through a new project (then funds from RAS14801 can be transferred to the new project). In either case it will need some formal acceptance from the contributing States as it is their funds, held in trust.

2.8 The offline discussion to formalise the way to utilise the remaining fund as well as to take necessary action for outstanding discussion was accelerated after CRV OG/8 held from 17-19 May 2021.

2.9 First need was to amend **Annex 1 to Management Service Agreement (MSA)** to propose and present the **revised draft of Annex 1 to Management Service Agreement (MSA)** in CRV OG/9 meeting for approval. With the efforts of ICAO Secretariat, ICAO TCB, CRV OG co-chairs and ACSICG Chair, the **Revised Annex 1 to Management Service Agreement (MSA)** is prepared and attached in **Appendix B** to this paper.

2.10 As per **Revised Annex 1 to Management Service Agreement (MSA)**, the fund will be utilised in the span of **5 years** starting from **31 March 2022 to 31 March 2027**. The starting and ending date of the project would be revised based on the **actual date of adoption of revised document** by APANPIRG.

2.11 It is proposed that through this Revision, the following services will be provided by ICAO within the scope of supporting the CRV Network (Stage 2), as may be required:

- Provision of expertise through engagement of subject matter experts;
- Capacity building through training;
- Procurement of common services to support the implementation of the CRV Network;
- Other support, as needed

2.12 At any time of project, in case the proposed activities exceed the available funds, TCB will communicate this to the Parties through the Regional Office. At this point, the parties will need to decide to either reduce scope of activities, inject additional funds and/or a combination thereof.

2.13 Interested member states may contribute voluntary in the available fund, if interested, in order to provide more services within the scope of supporting the CRV Network.

2.14 The following draft conclusion for the next step for using the rest of CRV Pioneer State Contribution to the ICAO Managed Service Agreement (MSA) is proposed for consideration by this meeting:

Draft Conclusion CRV OG/09/XX: Revised Amendment of the Management Service Agreement for CRV project (RAS14801)	
<p>What: Recognizing that ICAO Technical Cooperation Bureau satisfactorily completed all the defined work items in the initial Management Service Agreement (MSA) and Project Document of RAS14801, that the required payments were settled, and that in end 2016, all the requirements of both parties have been fully completed and closed on record, That, i) all Pioneer States are encouraged to counter-sign the Revised amended Pro Document provided in Appendix B to the paper; ii) any Pioneer State not countersigning is entitled to get its share of the remaining fund balance back. and iii) a Pioneer State for which a direct CRV connection is not considered feasible in 2017 by the selected vendor is entitled to get its initial contribution in full</p>	<p>Expected impact: <input type="checkbox"/> Political / Global <input type="checkbox"/> Inter-regional <input checked="" type="checkbox"/> Economic <input type="checkbox"/> Environmental <input checked="" type="checkbox"/> Ops/Technical</p>
<p>Why: The initial scope of MSA was completed by ICAO TCB which allowed for a successful evaluation process and selection of a best and final offer; a majority of Pioneer States is willing to use the rest of their initial contribution to continue to support CRV implementation.</p>	<p>Follow-up: <input type="checkbox"/> Required from States</p>
<p>When: 4-Jul-22</p>	<p>Status: Draft to be adopted by PIRG</p>
<p>Who: <input checked="" type="checkbox"/> Sub groups <input checked="" type="checkbox"/> APAC States <input checked="" type="checkbox"/> ICAO APAC RO <input type="checkbox"/> ICAO HQ <input type="checkbox"/> Other:</p>	

2.15 This draft conclusion will be proposed to the next APANPIRG meeting which may supersede outstanding Conclusion APANPIRG/28/19: Amendment of the Management Service Agreement for CRV project (RAS14801).

3. ACTION BY THE MEETING

3.1 The meeting is invited to:

- a) note the information contained in this paper;
- b) adopt the draft Conclusion; and
- c) discuss any relevant matter as appropriate.



INTERNATIONAL CIVIL AVIATION ORGANIZATION

ANNEX 1 TO THE MANAGEMENT SERVICE AGREEMENT BETWEEN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND THE CIVIL AVIATION AUTHORITIES AND/OR RELATED AIR NAVIGATION SERVICE PROVIDERS HAVING SIGNED THE AGREEMENT

Project Title:	Common Regional Virtual Private Network (CRV) multinational service with a common service provider
Project No.:	RAS/14/801
Initial duration:	20 April 2015 to 31 December 2018
Sector and Sub-Sector:	Transport and Civil Aviation
Country Implementing Agency:	Civil Aviation Authorities and/or related ANSPs
Executing Agency:	International Civil Aviation Organization (ICAO)
Location:	Asia Pacific
Estimated Start Date:	20 April 2015
Estimated Project Cost:	US\$ 179,818

Brief Description: ICAO will assist the Civil Aviation Authorities and/or related ANSPs in the procurement management (i.e. Stage 1) of the APAC CRV Project, in the selection of a common service provider and in procuring common services or expertise to support the implementation of the CRV Network (Stage 2). The ICAO assistance covers the specific work scope outlined in this project document.

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Background:

1. The Civil Aviation Authorities and/or related ANSPs as listed in Appendix A, hereinafter collectively referred to as the “Parties” and individually as the “Party”, have determined that the Common Regional Virtual Private Network (CRV) multinational service with a common service provider can more effectively:
 - provide network services to the Parties;
 - support a common Internet Protocol (IP) network;
 - establish services based on Voice over IP (VoIP); and
 - enhance network diversity and timely service implementation and delivery.
2. All Parties jointly agree to appoint ICAO Technical Cooperation Bureau or TCB to assist in the procurement management (i.e. Stage 1) of the CRV project and in the selection of the common Service Provider. Upon selection of the common service provider after a Sealed Tender (ST) process through TCB, a Party shall subscribe to the Services by signing an individual Service Contract with the Service Provider for the procurement, installation, training, testing, commissioning and operation of the CRV network and the associated services. All Parties may agree to procure common services or expertise to support the implementation of the CRV Network (Stage 2).

Services to be provided:

1. Through this Annex to the above-mentioned Management Service Agreement, the following services will be provided by ICAO:
 - Tender Preparation Stage
 - Review the technical specifications provided by the CRV Task Force with the aim to have SMART (Simple, Measurable, Assignable, Realistic and Time-related) and consolidated requirements;
 - Develop the evaluation criteria for CRV Task Force consideration and finalization;
 - Prepare tender documents including integrating the technical specifications, and any other information required in the tender documents.
 - TCB Publication of Sealed Tender
 - Investigate market and propose and identify suitable suppliers to register with ICAO, including those having participated in the Request For Information (RFI), which is handled by the ICAO APAC Regional Office;
 - Advertise Sealed Tender (ST) on ICAO’s tendering website and notify the appropriate suppliers.
 - Consultation & RFP Response
 - Coordinate any site survey needed by RT, as appropriate;

- Handle all the tender clarifications including consultation with the CRV Task Force, organization of tender clarification meetings (by telephone, webconference, etc), and fair dissemination of information to all RT;
- Optionally, to set up a Face to Face meeting with RT to exhaust questions before submission of responses.
 - Selection
- Receive tender responses at ICAO's tendering website, carry out a pre-evaluation, and provide support to the CRV Tender Evaluation Committee meetings, including a final physical evaluation meeting;
- Award the tender.
 - General On-going Assistance
- Participate as a technical advisor to the CRV Task Force ;
- Any other related services.
 - Procurement of common services or expertise to support the implementation of the CRV Network (Stage 2)
- Procuring common goods and/or services from the awarded vendor (such as training, safety management, customized tools or other as part of the contract 22501631: Sealed Tender 22501631 - CRV) for all Parties to support the implementation of the CRV Network; and
- Procuring common goods and/or services from other sources as required.

The corresponding job description is placed at Appendix B (revision b).

Budget:

The detailed budget is as attached at Appendix A revision b.

1. Funds will be equally shared among the Civil Aviation Authorities and/or related ANSPs that have signed the MSA, and provided by them in advance of commencement of the project.
2. The total estimated amount is of US\$ 109,300 as per Appendix A revision b. This amount is the total estimated amount including administrative and technical support.

Risk Assessment

Initial Major Risk Factor

- 1.1 Delay in the signing of this project document and remittance of funds.

Risk Level: Medium

Mitigation: ICAO will work through the Chairman of the CRV Task Force with the Civil Aviation Authorities and/or related ANSPs to facilitate the signing of the project document and the remittance of required funds.

Other Risk Factors

- 1.2 None

Project Plan (CRV planning):

The CRV Project planning as per September 2014 is attached at Appendix C.

Procurement of common services or expertise to support the implementation of the CRV Network (Stage 2)

In case the Parties want to procure common goods and/or services from other sources in the stage 2, ICAO will provide turn-key services for the procurement of goods and services as requested by the State. The procurement of any good or service not explicitly indicated in the present Project Document may be done, provided the requisite funds are made available and the project budget is revised, as appropriate.

In the case of procurement items, the ICAO administrative overhead CAPS rates are as shown below. The exact amount of said fee will only be known once the final supplier (s) are/is selected and the final costs of the equipment are known.

Range USD	%
< \$10,000	13.0%
\$10,000 – \$100,000	8.0%
\$100,001 – \$1,000,000	6.0%
\$1,000,001 – \$4,000,000	4.9%
> \$4,000,000	negotiable

In particular, the procurement of equipment or services are carried out in accordance with ICAO's Procurement Code, Financial Regulations and Rules, and applicable process and procedures.

	<u>Procurement of common services or expertise to support the implementation of the CRV Network (Stage 2)</u>
Performance Indicator	- <i>Successful completion of the procurement process within prescribed timeframe</i>
Deliverable	Delivery of the services by the selected supplier(s) with support from ICAO's

procurement services		
<i>Activity #</i>	<i>Activity description</i>	<i>Responsible</i>
1	Assist in defining the equipment and/or services needs and the maintenance requirements	ICAO, Parties
2	Development and submission of technical specifications/SOW (Statement of works)	ICAO, Parties
3	Development and submission of the evaluation criteria	ICAO, Parties
4	Approval of the technical specifications and evaluation criteria	Parties
5	Coordination of a bidders' meeting	ICAO
6	Launch an international tender in accordance with ICAO Procurement Code , policies and practices	ICAO
7	Evaluation of proposals using established and published evaluation criteria.	ICAO, State
8	Preparation and submission of evaluation report.	ICAO
9	Agree and approve the evaluation report	Parties
10	Negotiation of contract with selected supplier(s).	ICAO, Parties
11	Award and signature of contract with the selected supplier(s).	ICAO
12	Implementation of project in accordance with applicable terms and conditions	Selected supplier(s)
13	Provide assistance on the SDD, FAT, provisional SAT and SAT including the revision of the applicable protocols	ICAO
14	Agreement on the final SDD, FAT, provisional SAT and SAT including the revision of the applicable protocols	Parties
15	Monitoring and oversight of contractual terms and conditions, including SDD, FAT, PSAT and SAT	ICAO, State
16	Provide advice during the after sale and warranty period	ICAO

Appendix A (revision b)

**PROJECT BUDGET COVERING MSA CONTRIBUTION
(IN UNITED STATES DOLLARS)**

COUNTRY: REGIONAL PROJECT
 PROJECT NO: RAS14801
 PROJECT TITLE: ASSISTANCE WITH THE PROCUREMENT OF A CRV (COMMON REGIONAL V
 WORK ORDER: RAS14801-01

	TOTAL		2015	
	w/m	\$	w/m	\$
PROJECT PERSONNEL				
INTERNATIONAL PROFESSIONAL POSTS				
B554A CONSULTANTS FOR TSS	2.0	81 800	2.0	81 800
SUB-TOTAL (INTERNATIONAL PROFESSIONAL POSTS)	2.0	81 800	2.0	81 800
TOTAL (PROJECT PERSONNEL)		81 800		81 800
MISCELLANEOUS				
B807L REPORTING COSTS		5 000		5 000
B807M MISCELLANEOUS EXPENSES		4 300		4 300
B754A OVERHEAD CHARGES		18 200		18 200
TOTAL (MISCELLANEOUS)		27 500		27 500
PROJECT TOTAL		109 300		109 300

Amend the line for International professional post based on revised Appendix B hereafter)
 Add a line PROCUREMENT and allocate what remains from the 179,818USD

Appendix B (revision b)



International Civil Aviation Organization Technical Cooperation Bureau – Job Description

POSITION INFORMATION

Generic Title:	Communications expert	Position Number (ID):	900226
Specific Title:	Aeronautical communications procurement expert	Skill Code: (By FRU)	1B07C
Project Number:	RAS/14/801	Classification Level: (By FRU)	
Duty Station:	Home and Bangkok	Starting Date:	20 April 2015
Duration:	<ul style="list-style-type: none">• Stage 1: 58 days at Home and 9 in Bangkok (3 missions to Bangkok of 3 w/d each)• Stage 2: 25 days at Home and 8 in Bangkok/Hong Kong (2 missions of 4 w/d each)		

ORGANISATIONAL SETTING

The Technical Cooperation Bureau (TCB) of ICAO is responsible for planning, development, implementation, and evaluation of the ICAO Technical Co-operation Programme. TCB provides assistance in identifying priority development needs of the civil aviation sector and provides technical cooperation to the receiving States. The Field Operations Section (FOS) implements projects and programmes in accordance with the policies and practices of TCB.

The objective of the CRV project (Common Regional Virtual Private Network) is to build the Asia Pacific aeronautical network that will carry aeronautical data and voice communications between the States of this region from end of 2016 onwards, and that will also be connected to other regional networks as needed and practicable. The project consists in procuring a service of transportation (and not equipment) through a virtual network provided by a Telecommunication Service Provider.

The CRV project constitutes a follow-up to the decision 24/32 made by APANPIRG in June 2013 that a Task Force with Subject Matter Experts be established to study the virtual private network and develop a detailed proposal by 2016. It is conducted by the CRV Project management team composed of the CRV Task Force chairman in coordination and the ICAO APAC CNS Officer. The ICAO TCB is in charge of facilitating the procurement process.

The stage 2 (implementation of CRV) is conducted by the CRV Operations Group chairman or co-chairs in coordination and the ICAO APAC CNS Officer.

IMPACT OF OUTCOME OF THE POSITION

Selection of a single Communication Service Provider (CSP) for the CRV network in APAC region.
Support to the implementation of the CRV Network.

MAJOR DUTIES AND RESPONSIBILITIES

Under the supervision of the Director, Technical Cooperation Bureau, the consultant will:

1. Main Tasks:
 1. Review all documentation developed for this project in order to understand the Concept of Operations developed for CRV

2. Review the user requirements (general, technical and process) provided by the CRV Task Force with the aim to have consolidated requirements;
3. Develop the evaluation criteria for CRV Task Force consideration and finalization;
4. Assist TCB, if required, to handle the tender technical clarifications including consultation with the CRV Task Force,
5. If needed, participate in a Face to Face meeting with Registered Tenderers to exhaust questions before submission of responses;
6. Carry out a pre-evaluation, and provide support to the CRV Tender Evaluation Committee meetings, including a final physical evaluation meeting;
7. Participate as a technical advisor to the CRV Task Force for tender preparation and evaluation.
8. Support the CRV OG by reviewing the common vendor's engineering package and contributing to the CRV implementation plan;
9. Perform any other task related to the points mentioned above, as required.

Specifically, On-Site work at ICAO Regional Office facilities in Bangkok, Thailand, will consist in the following tasks:

- Provide technical support for the review of CRV user requirements with APAC States as appropriate;
- Provide technical and Secretariat support to the Face to Face meeting with Registered Tenderers and some APAC States to clarify the project technical requirements before submission of responses; and
- Provide technical support to the final CRV Tender Evaluation Committee meeting.

2. Deliverables include:

- a) A consolidated List of CRV validated user requirements (general, technical and process);
- b) Draft evaluation criteria for CRV Task Force consideration;
- c) Provide technical support for clarifications requested by the Registered Tenderers,
- d) A pre-evaluation of the proposals from Tenderers;
- e) A final evaluation of the proposals from Tenderers including recommendation of the winner;
- f) A summary report of the procurement process; and
- g) Reviews of deliverables from the Common Vendor and inputs to the CRV implementation plan.

3. Reporting duties:

- a) Prepare and submit Periodic Progress and Final Reports to CRV Project Management Team and TCB, in accordance to the approved project Work Plan Report. Participate in periodic teleconferences CRV Project Management Team and TCB, as appropriate.

4. Coordination duties:

- a) Coordinate with ICAO TCB and CRV Project management team/CRV OG, the preparation of the Work Plan, and submission of the Work Plan report within 5 working days of start of assignment.
- b) Act as focal point liaising with CRV Project management team/CRV OG, TCB, and other stakeholders as appropriate.
- c) Perform any other project management/coordination duties as required.

QUALIFICATIONS AND EXPERIENCE

Educational background

University degree in Telecommunications Engineering or Equivalent acceptable academic and technical qualifications

Professional experience and knowledge

Minimum 10 years of professional experience with aeronautical telecommunications

Minimum 5 years of professional experience in the preparation of specifications, negotiations and acquisition of aeronautical telecommunications services

Minimum 5 years of professional experience in the Planning, installation, operation and maintenance of aeronautical telecommunications facilities

Experience in safety cases related to Air Traffic Services

In-depth experience with review of tender documentation and recommendation for selection of suppliers

In-depth Knowledge of related ICAO SARPS regarding Aeronautical Fixed Services, fault/configuration/safety/security management of communications networks, typical designs for IP networks, Voice over IP

Language Skills

1. Expert must be fluent in English (both written and verbal).

Competencies

1. Judgment/decision-making: Proven ability to take ownership of all responsibilities and to honour commitments, to exercise mature and fair judgment, to recognize key issues and analyse relevant information, to make feasible recommendations and to make sound decisions.

2. Communication: Ability to write clearly and concisely and to present articulate verbal reports.

3. Teamwork: Ability to work with colleagues to achieve the project goals and maintain harmonious working relationships in a multinational environment.

4. Client Orientation: Ability to establish and maintain partnerships with external collaborators, to work and advocate effectively in a consensus-based system and to successfully manage and resolve conflict.

5. Commitment to continuous learning: Willingness to keep abreast of new developments in professional field.

6. Technological awareness: Ability to use contemporary office automation equipment, software, databases.

SALARY

TBD by FPS/FRU

Appendix B to WP/13



INTERNATIONAL CIVIL AVIATION ORGANIZATION

ANNEX 1 TO THE MANAGEMENT SERVICE AGREEMENT BETWEEN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND THE CIVIL AVIATION AUTHORITIES AND/OR RELATED AIR NAVIGATION SERVICE PROVIDERS HAVING SIGNED THE AGREEMENT

Project Title: Common Regional Virtual Private Network (CRV) multinational service with a common service provider

Project No.: RAS/14/801 – Revision B

Duration: 5 years

Sector and Sub-Sector: Transport and Civil Aviation

Country Implementing Agency: Civil Aviation Authorities and/or related ANSPs

Executing Agency: International Civil Aviation Organization (ICAO)

Location: Asia Pacific

Estimated Start Date: 31 March 2022

Estimated Project Cost: US\$ 88,000

Brief Description: Under Revision B, ICAO will assist the Civil Aviation Authorities and/or related ANSPs in the continuation of the APAC CRV Project through the provision of expertise and support to the CRV Network (Stage 2). The ICAO assistance covers the specific work scope outlined in this project document.

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1. BACKGROUND

1.1 The Civil Aviation Authorities and/or related ANSPs as listed in Appendix A, hereinafter collectively referred to as the “Parties” and individually as the “Party”, have determined that the Common Regional Virtual Private Network (CRV) multinational service with a common service provider can more effectively:

- provide network services to the Parties;
- support a common Internet Protocol (IP) network;
- establish services based on Voice over IP (VoIP); and
- enhance network diversity and timely service implementation and delivery.

1.2 In 2014, all Parties jointly agreed to appoint ICAO Technical Cooperation Bureau or TCB to assist in the procurement management (i.e. Stage 1) of the CRV project and in the selection of the common Service Provider (RAS14801 Revision A). Upon selection of the common service provider after a Sealed Tender (ST) process through TCB, each Party were expected to subscribed to the Services by signing an individual Service Contract with the Service Provider for the procurement, installation, training, testing, commissioning and operation of the CRV network and the associated services.

1.3 After selection of the common service provider in 2016, a fund balance of USD 104,596 remained as on 31 March 2017. CNS SG/21 (17 to 21 July 2017) and APANPIRG/28 (11 to 14 September 2017) agreed to manage the remaining funds not used for the CRV selection process, to procure common services or expertise to support the implementation of the CRV Network (Stage 2).

1.4 As at 31 December 2021, the remaining fund for use are approximately USD 88,000 allowing for the return of funds to two pioneer Member States in terms of the Conclusion APANPIRG/28/19 “Amendment to the Management Service Agreement for CRV Project (RAS14801)”.

1.5 As a result of the discussions between the Parties, Revision B has been developed to utilise the carry-over funds from the completion of the activities of Stage 1 to procure common services or expertise to support the implementation of the CRV Network (Stage 2).

2. SCOPE OF SERVICES TO BE PROVIDED

2.1 Through this Revision, the following services will be provided by ICAO within the scope of supporting the CRV Network (Stage 2), as may be required:

- a) Provision of expertise through engagement of subject matter experts;
- b) Capacity building through training;
- c) Procurement of common services to support the implementation of the CRV Network;
- d) Other support, as needed.

3. IMPLEMENTATION STRATEGY

3.1 The Parties, through the CRV OG will be agreed on which activities to undertake based on needs priority assessment. Upon determination, the decision will be communicated to TCB through the APAC Regional Office for execution, as appropriate.

3.2 In case the proposed activities exceed the available funds, TCB will communicate this to the Parties through the Regional Office. At this point, the parties will need to decide to either reduce scope of activities, inject additional funds and/or a combination thereof.

4. BUDGET

4.1 The detailed budget is as attached at Appendix A.

4.2 Funds will be equally shared among the Civil Aviation Authorities and/or related ANSPs that have signed the MSA and continue to be party to this Revision, and provided by them in advance of commencement of the project.

4.3 The total estimated amount is of US\$ 88,000 as per Appendix A. This amount is the total estimated amount including administrative and technical support.

5. RISK ASSESSMENT

5.1 Delay in the signing of this project document.

Risk Level: Medium

Mitigation: ICAO will work through the APAC Regional Office to facilitate the signing of the Project Document Revision B.

6. PROJECT MONITORING, REVIEW AND REPORTING

6.1 Monitoring activities

6.1.1 The overall implementation of the project is monitored through regular reporting and project review meetings as appropriate.

6.1.2 ICAO will execute and monitor the project in close consultation with the focal point designated by each Party.

6.1.3 ICAO will maintain the financial accounting and budgetary control of the project, in accordance with its policies and practices.

6.1.4 ICAO may carry out missions on site to monitor the progress of the project, in accordance with the approved work plan or as required.

6.2 ICAO roles and responsibilities include:

- a) to execute and monitor the project under the direction of the Director, TCB. The Director, TCB will delegate the responsibility for the monitoring/oversight of project activities to the appropriate level within the designated/nominated representatives of the Parties;
- b) to provide financial management and budgetary control in accordance with its policies, rules, practices, processes and procedures;
- c) briefing of personnel;
- d) administering ICAO experts' contracts;
- e) to provide financial statements in accordance with ICAO policies, rules, practices, processes and procedures;
- f) organizing experts' travel to duty station;
- g) formalizing acceptance of the completed project deliverables;
- h) revising the project document (PRODOC) as requested;
- i) formalizing all activities required to close the project.

This Project Document is not intended and should not be construed as a recognition or endorsement by ICAO of any functions and/or responsibilities entrusted to or performed by regional entities.

7 PROJECT RULES AND REGULATIONS

7.1 International experts/personnel

7.1.2 ICAO will recruit and deploy international experts/personnel in accordance with ICAO policies, practices, ICAO/TCB Field Staff Services Rules and applicable process and procedures. In particular, as consultants engaged by ICAO, their entitlement payments will be issued by ICAO. The lead-time required for the recruitment of the experts may range between six (6) weeks to three (3) months, from the moment the funds are committed until the deployment of the experts. In the eventuality of a contract extension being required for one or more ICAO expert(s), the Implementing Agency will need to issue the necessary request at least three (3) months prior to the end of the ICAO expert(s)' contract, subject to availability of funds; the request will include a justification and corresponding additional duration, as appropriate.

7.2 Procurement

7.1.1 The procurement of equipment or services are carried out in accordance with ICAO's Procurement Code, Financial Regulations and Rules, and applicable process and procedures.

7.2 Finance

7.2.1 The reception and management of funds for this project are subject to ICAO's Financial Regulations and Rules, and applicable process and procedures. The use of any of the resources for this project will be processed upon reception of proper formal authorization.

7.2.2 The unauthorized use of project resources is not allowed and could result in project delay and the discontinuation of the project's activities.

7.2.3 The provision of financial management and budgetary control of the project and submitting financial reports will be in accordance with ICAO rules, regulations, process and procedures.

7.2.4 ICAO will provide the financial statements concerning the services covered by this document, indicating the status of the funds, in US dollars. Any clarification or discrepancy with the financial statements must be officially communicated to ICAO within 30 days of receiving them, after which they are deemed accepted by the Parties.

7.2.5 If additional information is required after the deadlines set in the previous paragraph, costs related to such information will be charged to the project, with prior approval from the Parties.

7.3 General regulations

7.3.1 All project's activities are managed in accordance with the applicable ICAO policies, rules, regulations, processes and practices and applicable process and procedures.

7.3.2 Project activities, including reports and/or deliverables prepared by the ICAO experts may be reviewed by ICAO Headquarters and/or Regional Office, as appropriate.

7.3.3 This document was developed in English by the parties. Any document related to the implementation of this project that is required to be translated into another official language of ICAO, as may be required, shall be performed by ICAO and charged to the project, as appropriate. Any document related to the implementation of this project that is required to be translated into any other language not an official language of ICAO, shall be translated independently by that Party at its own cost. In case of disagreements on the text of any of the documents, the prevailing version will be the text in the original English language.

8 LEGAL FRAMEWORK

8.1 This project document shall constitute Revision B to Annex 1 (RAS14801) to the Management Service Agreement between the Parties.

8.2 The Project Document Revision B will come into force upon its signing by the Parties.

8.3 Any change, amendment or revision to this Project Document Revision (including scope, duration, budget, responsibilities, or other), will need to be formally approved in writing by the Parties.

8.4 Nothing contained in or relating to this Project Document Revision B shall be deemed a waiver, express or implied, of any of the privileges and immunities of ICAO and its personnel.

9 LIABILITY

9.1 The Parties shall indemnify, defend, and hold and save harmless, ICAO and its

officials, agents and employees, from and against all suits, proceedings, claims, demands, losses, and liability of any kind or nature brought against ICAO, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments, and damages. For the avoidance of doubt, the Parties shall be obligated, at their sole expense, to defend ICAO and its officials, agents, and employees, regardless of whether the suits, proceedings, claims, and demands in question actually give rise to or otherwise result in any loss or liability.

9.2 ICAO shall advise the Parties about any such suits, proceedings, claims, demands, losses, or liability within a reasonable period of time after having received actual notice thereof. ICAO shall have control over any assertion or defense of the privileges and immunities of ICAO or any matter relating thereto, including the assertion or defense that ICAO is acting as mandatory for the Parties, for which only ICAO itself is authorized to assert and maintain. ICAO shall have the right to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing and shall also be indemnified, held, and saved harmless by the Parties for such litigation costs and expenses and attorney's fees.

9.3 ICAO shall have the right to set-off any costs incurred pursuant to this Article from any remaining funds received under this Agreement.

9.4 The obligation under this clause shall survive the termination of this Agreement.

APPENDIX A

PROJECT BUDGET COVERING MSA CONTRIBUTION (IN UNITED STATES DOLLARS)

COUNTRY: REGIONAL PROJECT
 PROJECT NO: RAS14801
 PROJECT TITLE: COMMON REGIONAL VIRTUAL PRIVATE NETWORK (CRV) APAC
 WORK ORDER: RAS14801-01
 VERSION: 3

	TOTAL		2022		2023		2024		2025		2026	
	w/m	\$	w/m	\$	w/m	\$	w/m	\$	w/m	\$	w/m	\$
PROJECT PERSONNEL												
INTERNATIONAL PROFESSIONAL POSTS												
11.501		35 000	5 000		10 000		10 000		10 000			
SUB-TOTAL (INTERNATIONAL PROFESSIONAL POSTS)		35 000	5 000		10 000		10 000		10 000			
16.001		11 000	2 000		2 000		2 000		3 000			2 000
TOTAL (PROJECT PERSONNEL)		46 000	7 000		12 000		12 000		13 000			2 000
EQUIPMENT												
41.001		30 000	10 000		20 000							
TOTAL (EQUIPMENT)		30 000	10 000		20 000							
MISCELLANEOUS												
51.001		2 200										2 200
52.001		2 000	500		800		300		300			400
B807F												
53.001		7 500	2 100		2 700		1 200		1 300			200
TOTAL (MISCELLANEOUS)		12 000	2 600		3 500		1 500		1 600			2 800
PROJECT TOTAL		88 000	19 600		35 500		13 500		14 600			4 800