



ICAO

International Civil Aviation Organization
North American, Central American and Caribbean Office

WORKING PAPER

MIII-RII/INTERCON/01 — WP/04
15/05/15

**First MEVA III/REDDIG II Interconnection Coordination Meeting (MIII-RII/INTERCON/01)
Oranjestad, Aruba, 25 to 26 May 2015**

Agenda Item 3: Overview of the MEVA – REDDIG Interconnection Coordination

Overview of the MEVA – REDDIG Interconnection Coordination

(Presented by the Secretariat)

EXECUTIVE SUMMARY

This Working Paper presents the actions made as a consequence of the implementation of the interconnection of the new MEVAIII/REDDIG II networks as the establishment of a new contract between ICAO on behalf of all REDDIG II members States and MEVA III service provider communication, the amendment of the RLA/09/901 Technical Cooperation Project between ICAO on behalf for all the REDDIG II members States and COCESNA and the amendment on the Memorandum Of Understanding (MoU) established between States/Territories/International Organizations members of MEVA II and REDDIG project organization.

Action:	Suggested Actions are presented in Section 3.
<i>Strategic Objectives:</i>	<ul style="list-style-type: none">• Safety• Air Navigation Capacity and Efficiency
<i>References:</i>	<ul style="list-style-type: none">• Final Report of the Fourth MEVA II / REDDIG Coordination Meeting (MR/4) Lima, Peru, from 7 to 9 March 2007.• Final Report of the Fourteenth Meeting of the CAR/SAM Regional Planning and Implementation Group (GREPECAS/14) San Jose, Costa Rica 16-20 April 2007.• Final Report of the Fifth MEVA II / REDDIG Coordination Meeting (MR/5) Mexico City, Mexico, from 3 to 5 October 2007• Final Report of the Seventeenth Meeting of the Coordination Committee of RLA/03/901 Technical Cooperation Project (REDDIG) (RCC/17) Lima, Peru, 24-26 March 2014.

1. Introduction

1.1 In order to satisfy aeronautical telecommunications requirements in the CAR and SAM regions effectively and efficiently, the members of MEVA II and REDDIG VSAT digital networks decided to interconnect both networks.

1.2 The MR/4 Meeting with the aim of effectively and efficiently fulfilling aeronautical telecommunications requirements in these regions drafted the MEVA II / REDDIG Memorandum of Understanding (MoU), which has been circulated by the NACC and SAM Regional Offices to member States/Territories/COCESNA of both VSAT networks for review and endorsement.

1.3 MoU document establishes the following coordination and cooperation process:

1.4 The holding of coordination meetings, if required, to analyse and identify new services requirements for the MEVA III and REDDIG II VSAT networks interconnection.

1.5 Operational-technical coordination between the Parties involved in MEVA III and REDDIG II networks, as necessary.

1.6 Planning, technical coordination, and development participating member States/Territories/International Organisations of the MEVA III and REDDIGII Networks.

1.7 A proposal for amendment was presented from one States and GREPECAS 14 on this respect formulated Conclusion 14/52 *Review for the adoption of the memorandum of understanding and implementation of the action plan for the MEVA II / REDDIG interconnection* to urge Sates/Territories/International Organizations members of the MEVA II VSAT network to review the feasibility to adopt the Memorandum of Understanding (MoU)

1.8 The fifth meeting of the MEVA II / REDDIG coordination meeting (MR/5), reviewed and adopted the reviewed MoU, The changes made to the MoU have been made only to specify the solution for implementation of the MEVA II / REDDIG interconnection, as well as any aspects relevant to the form of doing so.

1.9 All the, member Administrations of the MEVA II / REDDIG VSAT Networks adopted the MoU and proceeded to sign the revised Memorandum of Understanding (MoU) for the MEVA II / REDDIG interconnection. This process was completed by the end of 2008.

1.10 For the implementation and operation of the interconnection of MEVAII REDDIG were established a contract between ICAO on behalf of all the REDDIG member States with MEVA II service provider for the interconnection of REDDIG node of Bogotá and Caracas with MEVA II network (Contract 225000187 March 2009) and an Agreement between ICAO and COCESNA for the interconnection of MEVA II node of COCESNA with REDDIG network had been signed (Project RLA/09/901 March 2010).

2. Analysis

2.1 With the implementation of the new REDDIG II and MEVA III digital networks a new contract was established the interconnection of REDDIG II nodes in Bogotá and Caracas for the interconnection with the MEVA III network.

2.2 The condition of this new contract was reviewed and approved by the REDDIG members during the Seventeenth Meeting of the Coordination Committee of Project RLA/03/901 -- *REDDIG Management System and Satellite Segment Administration* establishing on this respect Conclusion RCC 17/1 *New MEVA III / REDDIG II interconnection*

2.3 On this respect the contract N° 2201528 between ICAO on behalf of REDDIG II members States and MEVA III service provider for interconnection of REDDIG II nodes of Bogotá and Caracas with MEVA III network was signed the 14th November 2014. Copy of the contract is presented as **Appendix A** of this Working Paper.

2.4 Additionally an amendment was made in the Contract RLA 09/901 to adapt the same with the new interconnection of MEVAIII node of COCESNA with the REDDIG II network, more information on this respect is described in WP 08

2.5 The MoU for MEVA II REDDIG was amended in order to be aligned with the new MEVAIII REDDIG II interconnection, **Appendix B** of this WP contain the original MoU adopted in the MR/5 with modification in track change in order to be reviewed and adopted by the meeting..

3 Suggested Actions

3.1 The Meeting is invited to:

- a) took note of the information presented in this WP;
- b) analyze the amendment proposed in the MoU established between States/Territories/International Organizations members of MEVA II and REDDIG project organization for the new MEVA III REDDIG II interconnection presented as Appendix B of this WP for final approval in Agenda Item 5; and
- c) analyze other consideration that the meeting consider necessary on this subject,

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Contract No.22501528

between the

International Civil Aviation Organization

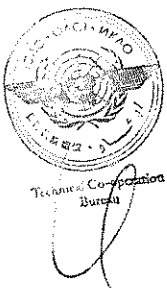
and COMSOFT GmbH

for the Provision of

*the Interconnection of the MEVA III and REDDIG II
Satellite Telecommunications Networks*

for

MEVA III and REDDIG II Member States/Territories/International Organization





International Civil Aviation

Contract No. 22501528 for the Provision of the Interconnection of the MEVA III and REDDIG II Satellite Telecommunications Network.

1.0 Introduction, Definitions and Abbreviations

1.1 Introduction

1.1.1 This Contract is entered into between the International Civil Aviation Organization (ICAO) acting on behalf of and as mandatary for the Government of Argentina, Aruba, Bahamas, Bolivia, Brazil, Cayman Islands, Chile, Colombia, Cuba, Dominican Republic, Ecuador, French Guiana, Guyana, Haiti, Honduras, Jamaica, Netherlands Antilles, Panama, Paraguay, Peru, Puerto Rico, Suriname, Trinidad and Tobago, United States, Uruguay and Venezuela, specifically their respective Civil Aeronautical Administration & for the International Organization COCESNA (herein after "MEVA III and REDDIG II Member States/Territories/International Organization"), and COMSOFT GmbH.

1.2 Definitions and Abbreviations

Contract Term	Definition
"ICAO", means	The International Civil Aviation Organization, with Headquarters at 999 University Street, Montreal, Quebec, Canada, H3C 5H7.
"REDDIG II Member States", means	The Government of Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Trinidad and Tobago, Uruguay and Venezuela, specifically their respective Civil Aeronautical Administration.
"MEVA III and REDDIG II Member States/Territories/ /International Organization", means	The Government of Argentina, Aruba, Bolivia, Bahamas, Brazil, Cayman Islands, Chile, Colombia, Cuba, Curacao, Dominican Republic, Ecuador, French Guiana, Guyana, Haiti, Jamaica, Mexico, Panama, Paraguay, Peru, Puerto Rico, Sint Maarten, Suriname, Trinidad and Tobago, United States, Uruguay and Venezuela, specifically their respective Civil Aeronautical Administration and the International Organization COCESNA.
"Contractor", means	COMSOFT GmbH, with Headquarters at Wachhausstr. 5a, 76227 Karlsruhe, Germany.
"Contractor's Appointed Representative", means	An officer notified to ICAO as being authorized to act on behalf of the Contractor.
"ICAO's Appointed Representative", means	An officer notified to the Contractor by the ICAO Director, Technical Co-operation Bureau, as being authorized to act on behalf of ICAO.
"MEVA III and REDDIG II Member States/Territories/ /International Organization's Appointed Representative", means	An officer notified to ICAO and the Contractor as being authorized to act on behalf of MEVA III and REDDIG II Member States/Territories/International Organization.
"REDDIG II & MEVA III TMG", means	REDDIG II and MEVA III Technical Management Group.

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"Day", means	Unless otherwise specified, a calendar day.
"Common Start Date", means	The date indicating the beginning of the MEVA III Project Implementation activities, which is the 6 August 2014.

NB: Words in the singular shall also include the plural and vice versa where the context requires or admits.

2.0 Scope of Contract

2.1 This Contract covers the turnkey implementation of the interconnection of the MEVA III and REDDIG II satellite telecommunications networks and subsequent leasing of related voice and data communication services (hereinafter the "Services") to be provided to MEVA III and REDDIG II Member States/Territories/International Organization as outlined in Attachments I through III, V and VII with COMSOFT GmbH as prime Contractor.

3.0 Status of ICAO

- 3.1 The Contractor recognizes that ICAO has the status of a mandatory of MEVA III and REDDIG II Member States/Territories/International Organization.
- 3.2 Neither the Contractor nor its personnel shall be considered as an employee or an agent of ICAO.
- 3.3 Unless otherwise provided for in this Contract, ICAO shall not be liable for claims of any kind arising in connection with the performance of this Contract.

4.0 Responsibilities

4.1 Contractor Responsibilities

- 4.1.1 The Contractor shall be responsible for the turnkey installation of the MEVA III compatible modems in Caracas, Venezuela and Bogota, Colombia to allow the interconnection of the MEVA III and REDDIG II satellite telecommunications networks and shall provide and be responsible for the personnel, insurance coverage and other resources necessary for the performance of the Services under this Contract.
- 4.1.2 During the implementation of the Contract and as a result there from, the Contractor shall act as to limit to a minimum any potential impact and/or disruption on all current civil aviation and aeronautical operations in the countries of the MEVA III and REDDIG II Member States/Territories/International Organization. Should there be any foreseeable adverse impact and/or disruption of the existing related operations, an appropriate transition plan shall be submitted to MEVA III and REDDIG II Member States/Territories/International Organization and to REDDIG II & MEVA III TMG by the Contractor and be planned in full coordination with MEVA II and REDDIG Member States/Territories/International Organization and REDDIG II & MEVA III TMG.

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4.1.3 The Contractor shall provide the MEVA III and REDDIG II Member States/Territories/International Organization with a written monthly report showing all network end-user's individual characteristics and shall maintain an online database accessible by the users which will include at the minimum the current network status, call record list, call statistics and trouble report list.

4.2 ICAO Responsibilities

4.2.1 ICAO, using its best efforts, shall be responsible for facilitating the completion of this Contract and shall undertake in this respect the following:

- i. Payment of invoices submitted as per Article 5.2;
- ii. Review of reports and approving of works in collaboration with REDDIG II & MEVA III TMG;
- iii. Co-ordination of Project Review Meetings with REDDIG II & MEVA III TMG;
- iv. Assistance to Contractor in any governmental requirement, such as visa, travel of personnel and/or Equipment shipping;
- v. Co-ordination of training with MEVA III and REDDIG II Members States/Territories/International Organization, REDDIG II & MEVA III TMG and the Contractor;
- vi. Other administrative matters which could reasonably be expected of ICAO to enable the execution of the Contract.

4.3 MEVA III and REDDIG II Member States/Territories/International Organization Responsibilities

4.3.1. REDDIG II Member States/Territories/International Organization shall provide the funds necessary to cover the price of this Contract.

4.3.2. MEVA III and REDDIG II Member States/Territories/International Organization will provide access to the sites for the Contractor's personnel together with authorizations to perform all relevant activities.

4.3.3. MEVA III and REDDIG II Member States/Territories/International Organization personnel may be assigned to monitor the implementation of the Services and act as liaison between the Contractor and MEVA III and REDDIG II Member States/Territories/International Organization who shall advise ICAO of any adverse observations.

5.0 Prices And Payment Terms

5.1 Prices

5.1.1 The total price of this Contract is US \$79,332.36 (seventy-nine thousand, three hundred and thirty-three United States dollars and thirty-six cents).



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5.1.2 This price is based on a one (1) year leasing Contract, followed by up to four (4) subsequent automatic annual renewals from year 2 to year 5, subject to availability of funds of the REDDIG II Member States/Territories/International Organization, with monthly recurring charges as follows:

Description:	US \$ per month	US \$ per year
Network access	2,818.11	33,817.32
- for Brazil	284.30	
- for Caracas (Venezuela)	1,409.06	
- for Bogota (Colombia)	840.45	
- for Peru	284.30	
Total circuit (AFTN/PAMA/DAMA circuits)	2,331.67	27,980.04
- for Brazil	263.37	
- for Caracas (Venezuela)	907.31	
- for Bogota (Colombia)	897.62	
- for Peru	263.37	
Total Monthly Recurring Price:	5,149.78	
Summary of Monthly Recurring Price, per year		61,797.36

The above prices are valid for five (5) years from the date of Contract coming into force.

Price validity for optional years after year 5 (subject to Contract Amendment as per Articles 5.1.7 and 24):

i- Site Bogota (Colombia)

Pos.	Description	MRC (in US\$)	Duration (Month)	MRC Total (in US\$)
01.	Option 1 Year (Contract Prolongation)	2.177,14	12	26.125,63
02.	Option 2 Year (Contract Prolongation)	2.086,42	24	50.074,13
03.	Option 3 Year (Contract Prolongation)	1.995,71	36	71.845,49
04.	Option 4 Year (Contract Prolongation)	1.904,99	48	91.439,71
05.	Option 5 Year (Contract Prolongation)	1.814,28	60	108.856,80

ii- Site Caracas (Venezuela)

Pos.	Description	MRC (in US\$)	Duration (Month)	MRC Total (in US\$)
01.	Option 1 Year (Contract Prolongation)	2.120,86	12	25.450,27
02.	Option 2 Year (Contract Prolongation)	2.032,49	24	48.779,69
03.	Option 3 Year (Contract Prolongation)	1.944,12	36	69.988,25
04.	Option 4 Year (Contract Prolongation)	1.855,75	48	89.075,95
05.	Option 5 Year (Contract Prolongation)	1.767,38	60	106.042,80

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5.1.3 The following Non-Recurring One Time Fee is included in the initial one (1) year leasing period:

Description	(US \$)
Site Survey	14,535.00
Network Integration/Installation	
Activation and Operation	
Training Package	3,000.00
Total One Time Fees:	\$17,535.00

5.1.4 The summary of prices above includes all Services related to this Contract. These prices shall remain firm for one hundred and twenty (120) months from the activation date of the leasing services as defined under this Contract. Such prices are exclusive of taxes and import duties on all goods and/or services imported under this Contract into the countries of the MEVA III and REDDIG II Member States/Territories/International Organization. In the event that any taxes or import duties are levied on the Contractor by the Authorities in such countries on the imported goods and/or services, arrangements will be made by the Authorities in the country to withdraw the levy or such taxes or import duties will be paid by the concerned MEVA III and REDDIG II Member States/Territories/International Organization directly.

5.1.5 The prices for the local services and supplies purchased by the Contractor or subcontracted and carried out in the countries of the MEVA III and REDDIG II Member States/Territories/International Organization in the performance of this contract, if any, include all applicable taxes.

5.1.6 The activation date for the leasing services procured under this Contract shall be the day following the successful acceptance of the interconnection as defined under Article 10.0 (signed Site Acceptance Certificate).

5.1.7 Three months before the end of each annual leasing period, the Contractor shall inform ICAO, the countries of the MEVA III and REDDIG II Member States/Territories/International Organization and the REDDIG II & MEVA III TMG of the scheduled end date of the Services. Following the initial one (1) + four (4) year leasing period as per Article 5.1.2, the Contractor undertakes to accept an amendment to the duration of this Contract should ICAO/ the countries of the MEVA III and REDDIG II Member States/Territories/International Organization's decide to extend the Services for one or more additional years (not exceeding five (5) cumulative years after the initial one (1) + four (4) year leasing period as per Article 5.1.2).

5.2 Payment Schedule and Invoicing

5.2.1 All invoices shall be issued to ICAO Finance Branch for payment in accordance with the payment schedule as indicated below:

Ref.	Milestone	Payment Amount

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1	Non-Recurring Charges due upon successful network integration (signed Site Acceptance Certificate)	\$17,535.00
2	Monthly Recurring Fees (to be paid one month in advance, on a quarterly basis following the successful network integration (signed Site Acceptance Certificate))	\$5,149.78

5.2.2 The Contractor shall submit one (1) original invoice plus two (2) copies for the amount due as indicated in Article 5.2.1. All payments shall be effected by bank transfer to the Contractor account indicated below within thirty (30) days after receipt of correct invoice. The bank charges for such transfers shall be borne by the Contractor.

5.2.3 Banking references of the Contractor:

Name of Bank: Deutsche Bank AG
Address: Kaiserstr. 90, 76133 Karlsruhe, Germany
Recipient: COMSOFT GmbH
Account No.: 1005 255
Area Code: 660 700 04
BIC / SWIFT: DEUT DE SM 660
IBAN No.: DE77 6607 0004 0100 5255 00

6.0 Export Licences

6.1 In all cases where export licenses are required for the export of the Services, obtaining any such licenses shall be the responsibility solely of the Contractor.

7.0 Documentation

7.1 Language & Standards

7.1.1 Unless otherwise specified, all reports, correspondence and other technical information concerning this Contract shall be in English (and in Spanish if available) and in the metric system of weights and measures and in other internationally accepted units.

7.2 Manuals, Reports

7.2.1 The Contractor shall provide ICAO/each affected MEVA III and REDDIG II Member States/Territories/International Organization with the following Documentation:

- i. Drawings and Diagrams: Two (2) sets (in Spanish if available and in English) of mechanical and electrical schematic diagrams essential for installation, routine maintenance and operation of the equipment, including such drawings as are needed to identify the equipment and its sub-units interconnections (as-built drawings).

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8.0 Delivery and Completion

- 8.1 Delivery, installation and commissioning of the interconnection shall take place by 31 March 2015, except otherwise agreed by the parties in accordance with the approval by REDDIG II & MEVA III TMG of the Contract Implementation Schedule, submitted by the Contractor.
- 8.2 The Contractor shall submit to ICAO within forty-five (45) days after the Common Start Date (06 August 2014) a detailed Contract Implementation Schedule, presented in weekly segments from the Common Start Date to final acceptance of the Services, based on the Contract Implementation Schedule in Attachment III.
- 8.3 If delivery of the Services is delayed by a cause constituting a *force majeure* as per Article 30, the delivery schedule shall be extended for such period as is reasonable having regard to all the circumstances of the case. However, if delivery is delayed by any such circumstances for more than 90 Days, ICAO shall be entitled, without granting additional extension, to terminate the contract pursuant to Article 31.
- 8.4 If the Contractor fails to deliver the Services in accordance with the Contract Implementation Schedule at Attachment III, except for reasons not attributable to him, and adjusted for any extension to which the Contractor may be entitled under Article 30, ICAO shall be entitled, without granting any additional extension, at ICAO's option, to terminate the Contract for default pursuant to Article 31, or to maintain the Contract, accept late delivery and recover damages under Article 29 or any other right or remedy which ICAO has under the terms of this Contract, or by law.

9.0 Site Installation

- 9.1 The Contractor shall be responsible for the installation of the equipment necessary for the interconnection in Bogotá (Colombia) and Caracas (Venezuela).
- 9.2 All installation materials, services, personnel, test equipment and tools required for installation of the equipment in Bogotá and Caracas and implementation of the interconnection of the MEVA III and REDDIG II satellite telecommunications networks shall be provided by the Contractor.
- 9.3 The cost of fares, accommodation and subsistence for Contractor's personnel during the installation and commissioning phase shall be borne by the Contractor.
- 9.4 Any spare parts or tools and test equipment belonging to the end-user, used to replace faulty items during the installation and check out phases and until acceptance of the Equipment shall be returned in the same condition as received by the Contractor upon Site Acceptance of the Equipment under this Contract.
- 9.5 During the period of installation, commissioning and acceptance of the system, the Contractor shall accept the participation (for observation purposes) of up to ten (10) local technical Personnel at site. MEVA III and REDDIG II Member States/Territories/International Organization's and the Contractor's representative(s) at the installation sites shall coordinate such participation.



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10.0 Site Acceptance Tests (SAT)

- 10.1 The SAT Procedures shall verify that the links pertaining to the Caracas and Bogotá nodes are properly connected and that the interconnection between both REDDIG II and MEVA III networks is successfully functioning in a true operational environment. The SAT must also verify that all the equipment for the interconnection in Caracas and Bogotá has been installed and that all documentation, drawings, as-built plans, etc., have been completed and delivered.
- 10.2 The Contractor shall submit to ICAO at least twenty (20) days before the SAT, the proposed SAT Procedures which shall be subject to mutual agreement between the parties.
- 10.3 If the system or sub-system fails to pass one or more of the tests, i.e. the test(s) shows that the system is non-compliant with the requirements of the specifications, then the Contractor shall correct the cause of the failure(s). ICAO/ REDDIG II & MEVA III TMG shall reserve the right to have all the tests or any single test performed again on the equipment under this Contract. All such costs shall be borne by the Contractor, including travel, accommodation and subsistence costs for ICAO/ REDDIG II & MEVA III TMG's representative(s) re-participation.
- 10.4 Minor defects that do not affect the operation and service of the Equipment, may not permit ICAO/ REDDIG II & MEVA III TMG to refuse to sign the on-Site Acceptance Certificate and the Contractor shall undertake to resolve those defects at its own expense and in an agreed time frame.
- 10.5 The Site Acceptance Certificate (Attachment IV) will be signed immediately upon meeting satisfactory completion of the following conditions:
- i. Successful testing of the equipment and services in Bogotá and Caracas sites, between the sites linked with these sites and on the interconnection between both networks;
 - ii. All Training Programs have been satisfactorily completed.

11.0 Training

- 11.1 The Contractor shall provide basic on-the-job (OJT) training to six (6) technicians for each of two (2) MEVA III Network sites Caracas, Venezuela and Bogota, Colombia at a price of US \$1,500.00 per site. That price includes instructors' fees, teaching and course material, air fare, medical travel insurance, hotel and meals for the instructor. The training material will be sent to the Member State electronically for distribution prior to the course. The Contractor shall also provide one (1) hard copy of the training material upon installation.
- 11.2 The OJT training shall be provided as outlined in Attachment V.
- 11.3 The OJT training shall include hands-on experience involving the actual installation of the terminal equipment, operation, trouble-shooting and maintenance. It shall ensure that the technical personnel are competent and comfortable with the functioning of the MEVA III network characteristics..



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- 11.3 The OJT training shall be provided at the respective MEVA III Network Site during the installation in one (1) session for at least one (1) working day per each site.
- 11.4 All training shall be conducted in Spanish if available, otherwise in English.
- 11.5 Upon completion of each training course, a certificate shall be issued as per the model at Attachment VI.

12.0 Contractor's Responsibility for Employees

- 12.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select for work under this Contract reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.
- 12.2 The Contractor, its director(s), officer(s), employees and servants shall conform to all applicable laws, regulations and ordinances promulgated by legally constituted authorities of MEVA III and REDDIG II Member States/Territories/International Organization.
- 12.3 The Contractor expressly acknowledges that the minimum supplier eligibility criteria contained in the supplier eligibility declaration is maintained and is applicable throughout the duration of the Contract.
- 12.4 Not less than one (1) working day after learning that any of the Contractor's personnel who have access to any MEVA III and REDDIG II Member States/Territories/International Organization premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform ICAO about the particulars of the charges then known and shall continue to inform ICAO concerning all substantial developments regarding the disposition of such charges.

13.0 Assignment of Personnel

- 13.1 The Contractor shall not assign any personnel other than those referred to in this Contract for the performance of work in the field without the prior written approval of ICAO. Prior to assigning any other personnel for the performance of work in the field, the Contractor shall submit to ICAO for its consideration the curriculum vitae of any person the Contractor proposes to assign for such service.

14.0 Removal of Personnel.

- 14.1 Upon written request from ICAO and based on a good reason, the Contractor shall withdraw from the field any personnel provided under this Contract and shall replace such personnel by others acceptable to ICAO, if ICAO so requests.
- 14.2 Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract under the provisions of Article 31 (Termination).



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14.3 All costs and additional expenses resulting from any withdrawal or replacement for whatever reason of any of the Contractor's personnel shall be at the Contractor's expense.

15.0 Workmen's Compensation and Other Insurance

15.1 The Contractor shall provide and thereafter maintain appropriate workmen's compensation and liability insurance, with respect to and, prior to the departure for, overseas employment under this Contract of all employees who are hired outside MEVA III and REDDIG II Member States/Territories/International Organization, and who are not citizens of the countries of the MEVA III and REDDIG II Member States/Territories/International Organization. The Contractor shall, upon request, provide ICAO with satisfactory evidence of the insurance required under this Article.

15.2 The Contractor shall comply with the labour laws of the MEVA III and REDDIG II Member States/Territories/International Organization providing for benefits covering injury or death in the course of employment.

16.0 Indemnification

16.1 The Contractor shall indemnify, save and hold harmless, and defend, at its own expense, ICAO, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or the Contractor's employees, officers, agents or sub-Contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation claims, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants, or sub-Contractors. The obligations under this clause do not lapse upon termination of this Contract.

17.0 Encumbrances/Liens

17.1 The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with ICAO against any monies due or to become due for any work done or material furnished under the Contract, or by reason of any other claim or demand against the Contractor.

18.0 Confidential Nature of Documents and Information/Public Disclosure

18.1 All technical, financial or other documentation and data compiled by or received by a Party under this Contract shall be the property of disclosing Party, and as such, shall be treated as confidential, and shall be delivered only to the disclosing Party's authorized officials upon completion of work under this Contract.

18.2 The Contractor shall not communicate at any time to any other person, Government or authority



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external to ICAO ICAO/ MEVA III and REDDIG II Member States/Territories/International Organization, any information known by reason of its association with ICAO, which has not been made public except with the authorization of ICAO; nor shall the Contractor at any time use such information for private advantage. These obligations do not lapse upon termination of the Contract.

18.3 Unless authorized in writing, neither Party shall disclose the particulars of the Contract, issue a press-release, advertise or make otherwise public the fact that it is performing, or has performed, this Contract or otherwise provided services for ICAO.

19.0 Copyright, Patents and Other Proprietary Rights

19.1 Unless otherwise specified, MEVA III and REDDIG II Member States/Territories/International Organization shall be entitled to all intellectual property and other proprietary rights including but not limited to copyrights, patents and trademarks, with regard to documents, software, and other materials which are produced or prepared or collected in consequence of or in the course of the execution of the Contract. At ICAO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights for the benefit of MEVA III and REDDIG II Member States/Territories/International Organization in compliance with the requirements of the applicable law.

19.2 It is the Contractor's responsibility to ensure that no intellectual property nor other proprietary rights, including but not limited to, copyrights, patents and trademarks are violated and to defend at its own expense any suit or proceedings based on any claim of an infringement, provided that the Contractor is notified promptly in writing and is given full and complete authority, information and assistance for the defence of same.

20.0 Officials Not to Benefit

20.1 The Contractor warrants that no official of ICAO / MEVA III and REDDIG II Member States/Territories/International Organization has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof.

21.0 Source of Instructions

21.1 The Contractor shall neither seek nor accept instructions from any authority external to ICAO in connection with the performance of the work under this Contract. The Contractor shall refrain from any action, which may adversely affect ICAO / MEVA III and REDDIG II Member States/Territories/International Organization and shall fulfill its commitments with fullest regard for the interest of ICAO / MEVA III and REDDIG II Member States/Territories/International Organization.

22.0 Assignment

22.1 The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any

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part thereof or of any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of ICAO.

23.0 SubContracting

23.1 In the event the Contractor requires the services of sub-Contractors, the Contractor shall obtain the prior written approval and clearance of ICAO for all sub-Contractors. The approval by ICAO of a sub-Contractor shall not relieve the Contractor of any of its obligations under this Contract, and the terms of any sub-Contract shall be subject to and be in conformity with the provisions of this Contract.

24.0 Contract Amendments

24.1 This Contract including the Attachments may, by agreement between the parties, be amended at any time during the execution of the project.

24.2 Contract amendments shall be effective only when executed and delivered on behalf of ICAO and the Contractor by persons duly authorized in writing to do so.

25.0 Direction of Contract and Interpretation of Specifications

25.1 The Contractor shall perform the work in accordance with the decisions and directions of ICAO given under this Article and any further consequential decisions and directions given by ICAO in the performance of this Contract. Upon notification by ICAO of the details of any failure by the Contractor to meet its obligations, the Contractor shall take corrective action as soon as possible but in any event within two (2) weeks, failing which ICAO reserves the right to terminate the Contract in accordance with Article 31.1. Such directions shall be given in writing. If verbal instructions must be given, such shall be confirmed in writing within seven (7) days. In case of any decisions and/or directions of ICAO in the performance of the Contract constituting a deviation, change or amendment to the original specifications and which may give rise to additional expenses, the Contractor may submit to ICAO for its consideration a statement detailing the cost consequences of such deviation, change or amendment. Any such deviation, change or amendment, in order to be effective, shall be executed by way of a Contract amendment in accordance with Article 24.2 prior to its implementation.

25.2 ICAO reserves the right of adjudication should any question arise at any time prior to approval of the Services regarding the interpretation of any provision of the specifications and any other technical documentation incorporated in this Contract.

25.3 ICAO may order the Contractor in writing to suspend all or any part of the work for a period of time deemed appropriate by ICAO/MEVA III and REDDIG II Member States/Territories/International Organization. In this case, the Contract shall be amended in accordance with Article 24.2 and the Contractor may submit to ICAO for its consideration a statement detailing the reasonable costs of such amendment.



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26.0 Regulatory Requirements

26.1 It shall be the Contractor's responsibility to ensure that it is fully in compliance with all applicable laws, enactments, rules, regulations, patents and procedures of the civil aviation industry which have been established by the MEVA III and REDDIG II Member States/Territories/International Organization, their relevant regulatory bodies or by any regulatory body with jurisdiction over any aspect of the scope of works of the Contract.

27.0 Licences

27.1 If any licence or permit is required for the performance of the Contract, the Contractor shall obtain any such licence or permit.

28.0 Packing

28.1 The Contractor warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Contract and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Contractor by ICAO, and are free from defects in design, workmanship and materials.

28.2 The Contractor also warrants that the goods are packaged and marked for the purpose of transportation in a proper manner in order to protect the goods in accordance with any statutory requirement, any requirements of the carriers, and any shipping instructions from ICAO.

29.0 Damages / Penalties

29.1 Subject to the provisions of Article 30 (*Force Majeure*) hereof and without prejudice to any action which ICAO is empowered to take pursuant to the provision of any Article of this Contract or by law, if the Contractor fails to effect delivery of the Services in accordance with the Contract, then the Contractor shall become liable to pay to ICAO / MEVA III and REDDIG II Member States/Territories/International Organization penalties in this Contract's currency according to the scheme stipulated in Attachment VII (SLA).

29.2 Notwithstanding Article 29, paragraph 1, in case of the Contractor's significant delay in the implementation of the project or its negligent failure to fulfill any of its obligations under the terms of the Contract, ICAO/MEVA III and REDDIG II Member States/Territories/International Organization shall have the right to claim and recover from the Contractor all proven damages incurred by ICAO, or MEVA III and REDDIG II Member States/Territories/International Organization, or both. Save in the case of gross negligence, the total liability of the Contractor for such proven damages shall not exceed the total value of the Contract and shall exclude indirect or punitive damages. The recovery of proven damages shall not be excluded for the period of delay referred to in paragraph 29.1, but shall not be claimed in addition to the liquidated damages.

29.3 Without prejudice to any right to recover any sum under this Article, ICAO/ MEVA III and REDDIG II Member States/Territories/International Organization is entitled to require the

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Contractor to fulfil all obligations under the Contract.

29.4 ICAO/ MEVA III and REDDIG II Member States/Territories/International Organization reserves the right to recover its damages/penalties by means of set-off, withholding of payments and/or recourse to the Bank Guarantee.

30.0 Force Majeure

30.1 *Force Majeure* as used herein shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome. As soon as possible after the occurrence of any cause constituting *force majeure*, the Contractor shall give notice and full particulars in writing to ICAO of such *force majeure* if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. In this event, the following provisions shall apply:

- a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues;
- b) The term of this Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the work to be different from the period of suspension;
- c) If the Contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Contract, ICAO shall have the right to terminate this Contract on the same terms and conditions as are provided for in Article 31 (Termination);
- d) For the purpose of the preceding subsection, ICAO may consider the Contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

31.0 Termination

31.1 ICAO may terminate this Contract for cause or default in whole or in part at any time, upon giving written notice to the Contractor. The termination notice shall be sent by certified mail, return receipt requested. Upon receipt of notice of termination, the Contractor shall take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination.

31.2 ICAO shall pay the Contractor for work and service satisfactorily performed and accepted by ICAO, for expenses necessary for the prompt and orderly termination of the work, and for such urgent and essential work as the Contractor is asked by ICAO to complete. In the event such termination is caused by the Contractor's negligence or fault, no payment shall be due from ICAO to the Contractor except for work and services completed to ICAO's satisfaction and



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accepted by ICAO.

31.3 ICAO may terminate this Contract at any time should ICAO's mandate be curtailed or terminated. In such case the Contractor shall be reimbursed by ICAO/MEVA III and REDDIG II Member States/Territories/International Organization for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

31.4 ICAO may also terminate the Contract for convenience at any time in full agreement with MEVA III and REDDIG II Member States/Territories/International Organization. In such case, the Contractor shall be reimbursed by ICAO/MEVA III and REDDIG II Member States/Territories/International Organization for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

32.0 Bankruptcy

32.1 Should bankruptcy or winding-up procedures be initiated against the Contractor, or should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, ICAO may, without prejudice to any other right or remedy it may have under the terms of this Contract, terminate this Contract forthwith by giving the Contractor written notice of such termination in accordance with the provisions of Article 31.

32.2 The Contractor must advise ICAO within twenty-four (24) hours of the occurrence of any event described in this Article.

33.0 Change in Ownership

33.1 The Contractor shall inform ICAO as early as possible of any change or anticipated change in the status of the Contractor or its ownership that may affect its ability to render the Services mentioned herein, as soon as such information is known to the Contractor.

34.0 Settlement of Disputes

34.1 Amicable Settlement: Negotiations

The parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, this Contract or the breach, termination or invalidity thereof, within a time period of ninety (90) days.

34.2 Arbitration

Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within ninety (90) days, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then prevailing. The parties agree that the arbitration be conducted by an arbitral tribunal consisting of a sole arbitrator. If the parties cannot agree on a

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sole arbitrator within sixty (60) days, the appointment of the arbitrator shall be made in accordance with Article 8 of the UNCITRAL Arbitration Rules. The place of arbitration shall be Montreal, Quebec, Canada, and it shall be conducted in the English language.

35.0 Applicable Law

35.1 This Contract shall be governed by the laws of the Province of Quebec, Canada, without regard to its conflict of laws principles.

36.0 Notices

36.1 Any notices given by the parties to the Contract shall be sent in writing addressed as follows:

ICAO To: Director, Technical Co-operation Bureau
Attn.: Chief, Procurement Section
Technical Co-operation Bureau
International Civil Aviation Organization
999 University Street
Montreal, Quebec, Canada H3C 5H7

Contractor To: COMSOFT GmbH
Attn. Mr. Manfred Schmid (CEO)
Wachhausstr. 5a
76227 Karlsruhe, Germany
Tel. +49-721-9497-0
Fax +49-721-9497-129

36.2 Notices hereunder shall be effective when received.

37.0 ICAO Privileges and Immunities

37.1 Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any immunity from suit or legal process or any privilege, exemption or other immunity enjoyed or which may be enjoyed by ICAO, its officers and staff, either pursuant to the *Convention on the Privileges and Immunities of the Specialized Agencies* or other conventions, agreements, laws or decrees of an international character.

38.0 Use of Name, Emblem or Official Seal of ICAO

38.1 Unless authorized in writing by ICAO, the Contractor shall not advertise or otherwise make public the fact that it is performing, or has performed services for ICAO, or use the name, emblem or official seal of ICAO or any abbreviation of the name of ICAO for advertising purposes or for any other purpose.



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39.0 Complete Nature of Agreement

39.1 This Contract constitutes the complete and exclusive statement of the Contract between the parties and supersedes all proposals or all other communications, verbal and/or written arrangements or agreements, between the parties relating to the subject matter of this Contract, unless the Contract is changed, amended or modified in accordance with Article 24 of this Contract.

40.0 Partial Invalidity

40.1 If any provision of this Contract is or becomes invalid, illegal or unenforceable by force of law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

41.0 List of Attachments

Attachment	Description
I	Technical Specifications
II	Scope of Supply and Pricing
III	Contract Implementation Schedule
IV	Model Site Acceptance Certificate
V	Training Description
VI	Model of Training Course Completion Certificate
VII	Service Level Agreement (SLA)

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42.0 Coming into Force of the Contract and Activation Date of Leasing Services

42.1 The Contract shall come into force at the time of signature of the Contract by ICAO and COMSOFT GmbH.


42.2 Subject to the conditions of Article 42.1, the Contract Implementation shall start on the Common Start Date agreed between REDDIG II & MEVA III TMG and COMSOFT GmbH, which is the 6 August 2014.


42.3 The activation date for the leasing services procured under this Contract shall be the day following the successful acceptance of the interconnection as defined under Article 10 (signed Site Acceptance Certificate).

43.0 Signatures

The Signatures hereunder are those of authorized officers empowered to enter into Contractual obligations.

Signed on 14 NOVEMBER 2014., on behalf of:
Date



ICAO
Technical Co-operation Bureau

Technical Co-operation
Bureau



COMSOFT GmbH



APPENDIX B

MEMORANDUM OF UNDERSTANDING BETWEEN STATES/TERRITORIES/INTERNATIONAL ORGANISATIONS MEMBERS OF MEVA III AND REDDIGII PROJECT ORGANISATION

1. SECTION 1. INTRODUCTION AND PURPOSE OF THIS DOCUMENT

1.1 INTRODUCTION

1.1.1 With the aim of effectively and efficiently fulfilling aeronautical telecommunications requirements in these regions, the members of the MEVA II and REDDIG VSAT networks decide to interconnect the two networks. For this purpose, the Members decided to establish this Memorandum of Understanding (MoU). This Agreement is being established jointly under coordination of the ICAO North American, Central American, and Caribbean (NACC) Office in Mexico City, Mexico and the ICAO South American (SAM) Office, in Lima, Peru.

1.1.2 The Third MEVA II / REDDIG Coordination Meeting (MR/3) concluded that the interconnection implementation will operate for a five-year period, as an initial basis, after finalising the implementation.

1.1.3 The First MEVA III/REDDIG II Coordination Meeting concluded that the interconnection implementation will be renewed for five initial year period , after finalising the implementation

1.1.4 The main body of this document consists of four (4) sections and 2 Appendices. The content of the sections and appendices is summarised below: In accordance with the interconnection development, when considered necessary, and if the interested Parties of both networks agree to do so, other Appendices could be added as necessary.

- a) Section 1.0: Presents a brief overview and statement of purpose.
- b) Section 2.0: Provides an explanation of the Technical Cooperative Agreement process.
- c) Section 3.0: Describes the technical terms of reference.
- d) Section 4.0: Describes the financial responsibilities of the parties to this agreement.
- e) Appendix A: A list of reference documents used in support of this Agreement.
- f) Appendix B: Technical-operational coordination agreement for the establishment of VSAT MEVA III and REDDIG II networks interconnection

1.2 SECTION 1 – PURPOSE

1.2.1 The goal of this MoU is to foster a coordinated plan for in the development of MEVA III and REDDIGII networks and its interconnection implementation.

1.2.2 This MoU is a living document through which members of the MEVA III and REDDIG II networks shall convene, as necessary and at locations agreed upon, to review or amend the details of the Agreement. Revised versions of this Agreement, or paragraph changes, shall be coordinated and distributed by the ICAO NACC and SAM Regional Offices to the signatory parties of the Agreement as appropriate.

1.2.3 This MoU document establishes the following coordination and cooperation process:

- a) The holding of coordination meetings, if required , to analyse and identify new services requirements for the MEVA III and REDDIG II VSAT networks interconnection .
- b) Operational-technical coordination between the Parties involved in MEVA III and REDDIG II networks, as necessary.
- c) Planning, technical coordination, and development participating member States/Territories/International Organisations of the MEVA III and REDDIGII Networks.

2. SECTION 2 – THE TECHNICAL COOPERATIVE AGREEMENT PROCESS

2.1 To reach the goal of this MoU, the MEVA III and REDDIGII members have developed an interconnection solution to operate during an initial five-year phase after finalising the implementation.

2.2 RELATIONSHIPS AND RESPONSIBILITIES OF THE PARTIES

2.2.1 In order to achieve the interconnection of the networks in a timely and mutually beneficial way, the parties to this Agreement recognise the need to coordinate their actions and exchange updated operational-technical information.

2.2.2 The Parties also recognise the need to develop common technical solutions for interconnecting, in a manner that shall not negatively impact the planned operation, performance, or management of the either network.

2.2.3 ICAO NACC and SAM Regional Offices shall convene coordination meetings, as needed.

2.2.4 The Parties of this MoU agree to exchange reports, technical documents, plans and programming that may be necessary in order to guarantee the successful and timely fulfilment of the interconnection of these networks.

2.2.5 The Parties of this MoU agree to implement during the initial phase the MEVA III / REDDIG II interconnection solution as presented in Appendix B.

3. **SECTION 3 – TECHNICAL TERMS OF REFERENCE**

3.1 The interconnection solution's objectives and their technical operational principles are described under the Appendix B of this document.

4. **SECTION 4 – FINANCIAL RESPONSIBILITIES OF THE NETWORK PARTIES**

4.1 MEVA III / REDDIG II members shall, as individual administrations, be responsible for their own financial obligations, in accordance with the Agreement contained in Appendix B.

4.2 The Parties to this Agreement understand that they shall not commit to any action that may result in a financial obligation to other Parties, without first obtaining an Agreement, in writing, from all other parties to this Agreement.

NOTES:

MEVA III- The term "MEVA III", as used in this document, refers to the VSAT network currently providing voice and data aeronautical telecommunications services to States/Territories/International Organisations in the Caribbean Region. The network is managed by Caribbean States/Territories/International Organisations members, through the Technical MEVA Group (TMG), and is coordinated by the ICAO NACC Regional Office.

REDDIG - The term "REDDIG II ", as used in this document, refers to the VSAT network presently implemented in the South American region under the technical cooperation project RLA/03/901 coordinated by the ICAO Lima Office.

APPENDIX A

A LIST OF REFERENCE DOCUMENTS USED IN SUPPORT OF THIS AGREEMENT

- Contract N| 2250128 between the International Civil Aviation Organization and COMSOFT GmbH for the provision of the Interconnection of the MEVA III and REDDIG II Satellite Telecommunications Network for MEVAIII and REDDIG II Member States /Territory/International Organization
- Acuerdo de gestión de servicios entre la Cooperación Centroamericana de Servicios DE Navegación Aérea (COCESNA) y la OACI Proyecto RLA/09/901 Interconexión del Nodo MEVAII de COCESNA a la REDDIG
- Contract No. 22501200between the International Civil Aviation Organization and the consortium consisting of INEO Engineering and Systems and LEVEL 3 PERÚ S.A.for the Provision of a New Regional Aeronautical Telecommunication Network (REDDIG II)and associated equipment and services
- Manual de operación de la REDDIG II
- Contrato MEVA III
- SLA MEVA III

APPENDIX B**TECHNICAL-OPERATIONAL COORDINATION AGREEMENT FOR THE ESTABLISHMENT OF VSAT MEVA III AND REDDIG II NETWORKS INTERCONNECTION****1. SECTION 1 – PURPOSE OF THIS AGREEMENT****1.1 PURPOSE**

1.1.1 To establish technical, operational and administrative aspects necessary for the digital VSAT MEVA III and REDDIG II networks interconnection, to meet aeronautical telecommunications requirements between the CAR/SAM Regions.

2. SECTION 2 – CO-OPERATIONAL TECHNICAL PROCESS OF THE AGREEMENT**2.1 RELATIONSHIP AND RESPONSIBILITIES OF THE PARTIES**

2.1.1 During this stage, the management of MEVA III and REDDIG II shall continue with their respective service providers, i.e, REDDIG shall continue with its REDDIG Administration, and MEVA II, with the MEVA II Service Provider.

2.1.2 States/Territories/International Organisations members of MEVA III and REDDIG II networks shall be responsible for the normal operation of each of their nodes, having to establish mechanisms necessary to ensure the degree of availability required for each of the services under consideration.

3. Section 3 – TECHNICAL TERMS OF REFERENCE**3.1 TECHNICAL TERMS OF REFERENCE**

3.1.1 Members of MEVA III and REDDIG II networks have mutual interest in establishing the interconnection of their respective communications networks in a manner that they provide the capacity for current and future voice and data aeronautical telecommunications services between the designated nodes within these networks, so as to support aeronautical telecommunications in the CAR/SAM Regions.

3.1.2 The interconnection technical solution shall be carried out under premise that the REDDIGII and MEVA III VSAT network is developed under a full mesh network topology, using TDMA/ satellite access, as well as a IS 1R satellite transponder with a beam directed over United states / Latin America, C band operation frequencies and co-linear vertical polarisation.

3.1.3 For the interconnection of the additional equipment's to be initially installed at each node involved, MODEMS , as well as any other necessary equipment, required.

3.1.4 The interconnection implies the following implementations:

- a) Additional equipment at Bogota (Colombia) and Caracas (Venezuela), REDDIG II nodes; and
- b) Additional equipment at Tegucigalpa, Honduras, COCESNA MEVA III node.

3.2 **MANAGEMENT TERMS OF REFERENCE**

3.2.1 Implementation of the interconnection shall not involve modifications to the technical, operational and control management of MEVA III and REDDIG II networks, with exception of the necessary maintenance coordination Meeting procedures detailed in paragraph 3.2.5 of this Attachment.

3.2.2 The configuration, synchronisation, supervision and control of additional MODEMs participating in the interconnection and installed at REDDIG II nodes, shall be carried out by the III Network Control Centre (NCC). Also, the configuration, synchronisation, supervision and control of additional MODEMs participating in the interconnection and installed at MEVA II nodes, shall be carried out by the REDDIG NCC.

3.2.3 The band-width, number and type of circuits installed in the MEVA III node for communications with REDDIG II , shall be managed by REDDIG.

3.2.4 The band-width, number and type of circuits installed in the REDDIG node for communications with MEVA III, shall be managed by MEVA III.

3.2.5 **Maintenance coordination procedures between the NCCs**

3.2.5.1 When there is any problem in a REDDIG II node, with the MODEM or other equipment's involved in the interconnection with MEVA III, the following shall be applied:

- a) MEVA III Service Provider shall call the REDDIG II Administration informing of the happening;
- b) The REDDIG II Administration shall phone the respective node and shall establish an audio teleconference between MEVA III Service Provider and Caracas or Bogota local technicians, as necessary;
- c) REDDIG NCC, under control of the REDDIG Administration, shall supervise communications between MEVA III Service Provider and REDDIG II nodes technicians.
- d) The MEVA III Service Provider is the only one that may call the REDDIG Administration to start or close the respective trouble ticket.

3.2.5.2 When there is any problem in a MEVA III node, with the MODEM or other equipment affect the interconnection with REDDIGII, the following shall be applied:

- a) The REDDIG II Administration shall call the MEVA III Service Provider informing of the happening;
- b) The MEVA III Service Provider shall call the respective node and shall establish an audio conference between REDDIG Administration and local technicians, as necessary;
- c) MEVA III NCC, under control of the Service Provider, shall supervise communications between REDDIG II Administration and MEVA III nodes technicians.
- d) The REDDIG II Administration is the only one that may call the MEVA III Service Provider to start or close the respective trouble ticket.

3.2.6 **Security requirements**

3.2.6.1 The minimum security arrangements required by REDDIG II, and that should be followed by the MEVA III , are:

- a) MEVA III network have no direct communications with public networks.
- b) The equipment is not shared with services different to MEVA III.
- c) Access restriction to equipment belonging to the network, through the use of a password.
- d) The network must exclusively support services to which it was originally constituted for.

3.2.6.2 The minimum security arrangements required by MEVA III, and that shall be followed by REDDIGII , are:

- a) REDDIG II network have no direct communications with public networks.
- b) The equipment is not shared with services different to REDDIG II.
- c) Access restriction to equipment belonging to the network, through the use of a password.
- d) The network must exclusively support services to which it was originally constituted for.

4. **SECTION 4 – FINANCIAL RESPONSIBILITIES OF THE PARTIES**

4.1 **EQUIPMENT PURCHASING**

4.1.1 Additional equipment to be installed at REDDIG II nodes, with MEVA III MODEMs requirements, can be included in the leasing contract established between ICAO on behalf of the REDDIG II members and MEVA III service provider in accordance with the requirements established for the interconnection.

4.1.2 Additional equipment to be installed at MEVA III nodes, with REDDIGII MODEMs requirements, can be purchased by MEVA III members (States, Territories, Organisations), in accordance with the requirements established for the interconnection.

4.2 **SPARE PARTS LOT PURCHASING**

4.2.1 The spare parts for the additional equipment to be installed at the REDDIGII nodes, with MEVA III MODEM and other device requirements, can be included in the leasing contract established between ICAO on behalf of REDDIG II States.

4.2.2

4.2.3 The spare parts for the additional equipment to be installed at the MEVA III nodes, with REDDIG MODEM and other device requirements, shall be purchased by MEVA III Members.

4.3 **MAINTENANCE**

4.3.1 The additional equipment that would be installed in the REDDIG II nodes and that would route communications requirements with MEVA III nodes, shall be maintained by MEVA III service provider under the coordination of the REDDIG Administration.

4.3.2 The additional equipment that would be installed in the MEVA III node, with communications requirements with REDDIG II nodes, shall be maintained by MEVA III Member, in coordination with the MEVA III Service Provider.

4.4 **SPACE SEGMENT**

4.4.1 The carriers, as well as the band width requirement for communications between REDDIG II nodes shall be the same as those currently rented with INTELSAT. The payment of the space segment to INTELSAT shall continue being carried out through the REDDIG II Administration, who shall be in charge of collecting contributions from each SAM State member of REDDIG.

4.4.2 The carriers, as well as the band width requirement for communications between MEVA III nodes shall be done through the MEVA III Service Provider. MEVA II members shall pay the bandwidth consumption to the MEVA II Service Provider.

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4.4.3 The circuits necessary for communications between a REDDIG II node having MODEMs participating in the interconnection with MEVA III shall be administrated by the MEVA III Service Provider. The amount charged for circuits used by the REDDIG II Member of the aforementioned node mentioned shall be provided by the MEVA III Service Provider, and the respective consumption payment to the provider shall be made through REDDIG II Administration.

4.4.4 The circuits necessary for communications between a MEVA III node having MODEMs participating in the interconnection with REDDIG II shall be administrated by REDDIG.II The amount charged for circuits used by the mentioned node shall be provided by the REDDIG II Administration, and the respective consumption payment shall be made by the MEVA III member of the aforementioned node to the REDDIG II Administration.

— END —