

Annex 1 Terms of Reference

1. Background and Overview of Requirements

1.1 Background

The European Stability Mechanism (the “**ESM**”) is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law, with its seat and principal office at 6a, Circuit de la Foire Internationale, L-1347 Luxembourg. Its purpose is to ensure the financial stability of the euro area as a whole and of its Member States experiencing severe financing problems by providing financial assistance through a number of instruments.

ESM members of staff often travel on various missions around the world. For that reason, The ESM has a duty of care to its members of staff to ensure their safety and security by providing travel advisory services, travel security, and training on demand (together, the “**Services**”). The Services are further described in detail in this Annex 1. The ESM requires a single provider (the “**Service Provider**”) to provide the ESM with these Services. It is anticipated that the new contract awarded to a successful Candidate (the “**Contract**” or the “**Framework Agreement**”) will commence in January 2025 (the “**Effective Date**”).

The Service Provider will also be required to centralise the management and delivery of the Services, working alongside with the ESM’s Facilities Management Team (the “**FM Team**”). The role of the Service Provider will be to not only maintain business continuity of the Services, but also to add value in standardising and improving the quality of the Services (e.g., to be proactive in identifying improvements and delivering efficiencies).

1.2 Overview of Services

The following Services are required and described in detail in Section 2: *Description of Services*:

a) Ongoing Services

- Online Platform for Travel Advisory Services
- Travel Tool for Travel Advisory Services
- Emergency Evacuation Services and Establishment of a Crisis Centre

b) On-demand Services

- Travel Security Services
- Training Services

1.3 Practical information

The Service Provider will make Travel Advisory Services available to all members of staff. The ESM currently has 230 members of staff. The Service provider should be aware that this number may be subject to change.

1.3.1. ESM Authorised Personnel

The ESM will inform the Service Provider within one (1) week of the Effective Date of the ESM members of staff authorised to liaise with the Service Provider with respect to the Services (the “**ESM Authorised Personnel**”). The Service Provider will be notified in writing if there are any changes to the ESM Authorised Personnel in writing.

2 Description of Services

This section describes in detail the Services that the Service Provider will provide during the term of the Contract.

2.1 Ongoing Services

The Service Provider will be required to provide the Services listed below on an ongoing basis.

2.1.1 Online Platform for Travel Advisory Services

The Service Provider will provide all members of staff with unrestricted access to a dedicated platform containing travel advisory information, analyses, comprehensive advice and recommendations, as well as background information on travel destinations (the “**Online Platform**”). The Online Platform must be made available via website and phone application. Members of staff will be able to sign-up for alerts for the destination they are travelling to and to collect and analyse information independently.

The Online Platform information will include advice and information on the following, non-exhaustive topics:

- Travel updates;
- Recent incidents/ special incident alerts;
- Country and city profiles;
 - Cultural guides;
 - Economic guides;
 - Medical advice (medical care, food and water, vaccinations, disease risk, etc.);
 - Regional variations;
 - Terrorism;
 - Transport;
 - Natural hazards;
 - Operational;
 - IT-security; and
 - Other referrals.
- Country and city travel risk ratings.

The Online Platform will contain a country risk assessment of all nations worldwide with the aim of categorising countries operationally according to their risk level and to provide advices to mitigate risks.

The Service Provider will provide a travel security risk rating to each country/territory evaluating the threat posed to travellers by political violence (including terrorism, insurgency, politically motivated unrest, and war), social unrest (including sectarian, communal and ethnic violence) as well as violent and petty crime. Other factors, such as the robustness of the transport infrastructure, the state of industrial relations, the effectiveness of the security and emergency services and the country's

susceptibility to natural disasters should also be considered in the risk rating where they are of sufficient magnitude to impact the overall risk environment for travellers.

Country, city, and travel risk assessments should be presented in the following categories or similar:

- Very low;
- Low;
- Medium;
- High; and
- Extreme.

At least once a year, the Service Provider shall provide online "introductory training" to a dedicated group of ESM staff to explain the efficient use and benefits of the Online Platform. The detailed content of the training will be agreed between the ESM and the Service Provider. The expected duration of the training is two hours and the expected maximum number of participants is ten. The Service Provider will not charge any additional costs for the provision of this "introductory training".

The Online Platform provided by the Service Provider will have a minimum availability of 99.95% per month, excluding planned maintenance or planned unavailability notified to the ESM at least 48 hours in advance. Possible downtime of the platform for planned maintenance or planned unavailability should be as short as possible and not exceed four (4) continuous hours.

The Service Provider will provide 24/7 technical support on request via a helpdesk in case of technical problems with the Online Platform.

The support and restoration times for the Online Platform are as follows:

Service level	Support	Targeted restoration time
1) Emergency: Site or service is down. Organisation critical or severe impact to client operations	24/7/365	Within 4 hours
2) Critical: Site or service is up; productivity slightly impaired; critical component is affected but workaround provided	24/7/365	Within 72 hours
3) High: Site or service is up but a non-critical component is affecting less than 25% of system functionality	8 hours per day / 5 business days per week (9:00am – 5:00pm EST)	5 business days
4) Medium: Site or service is up but a slow system performance of non-critical components	8 hours per day / 5 business days per week (9:00am – 5:00pm EST)	6 business days

"business day(s)"¹ mean weekdays on which the ESM is open, which excludes ESM holidays.

The Service Provider must comply with the times defined in the above service level (KPI). In the event the Service Provider fails to comply with the defined times, the ESM may in its sole discretion, acting reasonably, apply the penalties as follows:

- For 'Emergency' and 'Critical' incidents, the ESM may apply a penalty of EUR 1,000.00 for each hour started by which the defined targeted restoration time is exceeded;
- For 'High' and 'Medium' incidents, the ESM may apply a penalty of EUR 1,000.00 for each day started by which the defined targeted restoration time is exceeded;

¹ Days when the ESM is open are not always aligned with working days in Luxembourg as the ESM may have additional/different holidays. The ESM will always inform the Service Provider about ESM holiday schedule for a given calendar year.

The annual total amount of the penalties is capped to a total of 5% of the annual fees paid to the service provider for ongoing services. Notwithstanding the above, the ESM may claim actual damages exceeding the respective amounts of contractual penalties as set out above.

The Online Platform provided by the Service Provider will also include

- a) travel advisory services via telephone (the “**Telephone Advice Service**”) and
- b) online courses for travel security (the “**Travel Security Online Courses**”),

as described in the following sections. The Service Provider will not charge any additional costs for the Telephone Advice Service or the Online Travel Security Courses, as costs for both should be covered as part of providing the Online Platform.

The Online Platform will be available to the ESM upon completion of the Start-up phase.

a) Telephone Advice Service

The Service Provider will provide members of staff with 24/7 telephone access to security specialists for support and up-to-date security and safety information, including information available on the Online Platform. The Service Provider will also provide advice and assistance on the specific travel plans of the members of staff by telephone.

The Telephone Advice Service will include the following non-exhaustive aspects:

- Advice on pre-travel concerns;
- Provide support in compliance with applicable travel security national and international laws; and
- Real-time security and safety information.

The following Key Performance Indicators (KPIs) apply to the Telephone Advice Services:

Performance standard	Definition	Target
Security availability	The Service Provider will provide professional security advice for all Client’s callers 24/7/365	100% access to the Service Provider’s Telephone Advice Services
Average speed of answer	Time it takes for a Client to reach a ‘live’ person. This is measured by the wait time starting when the caller gets into the queue until the time they speak to a coordinator	100% of phone calls into the Telephone Advice Services will be answered within 40 seconds (after the introduction message)

The Service Provider must comply with the times defined in the above KPIs. In the event the Service Provider fails to comply with the defined times, the ESM may in its sole discretion, acting reasonably, apply the penalties of EUR 1000.00 per incident. The annual total amount of the penalties is capped to a total of 5% of the annual fees paid to the service provider for ongoing services. Notwithstanding the above, the ESM may claim actual damages exceeding the respective amounts of contractual penalties as set out above.

b) Travel Security Online Courses

The Service Provider will provide online learning courses including visual course(s) and supporting course materials to prepare and educate members of staff. The Service Provider will propose Travel Security Online Courses in order to train members of staff on travel security risks and related travel security issues e.g., essential medical, personal safety, and travel information on countries or events around the world. The possibility to upload such Travel Security Online Courses into the ESM's training platform would be considered as an advantage.

Travel Security Online Courses will cover the following non-exhaustive list of topics:

- Preparation;
 - Practical advice before travelling;
 - Principles of personal security;
 - Health precautions.
- Travel;
 - Manage risks while travelling;
 - Avoidance and precautions to take, while travelling in an unfamiliar country.
- Respond;
 - Ability to identify correct course of action when difficulties arise;
 - Advice on how to respond to acts of violence, crime, natural disasters, and health issues.

Online Travel Security Courses will be available in English. The maximum duration of each course should be no longer than 30 minutes.

The Online Travel Security Courses will include a short knowledge check at the end and should produce a certificate for the person who completed it.

2.1.2 Travel Tool for Travel Advisory Services

The Service Provider will provide the ESM with a software tool to prepare members of staff for their trips and provide them with information during their trips, and to enable the ESM Approved Staff to access information on where members of staff are travelling (the “**Travel Tool**”). “ESM Approved Staff” means the ESM members of staff who are permitted to access specific information on the Travel Tool and have been notified to the Service Provider by the ESM in advance via email. The Service Provider will implement it so that it is integrated to the ESM's travel agency booking system. The Travel Tool will ensure that all travel bookings made via the ESM travel agency booking system are automatically registered in the Travel Tool. Members of staff will also have the option to upload travel bookings directly into the Travel Tool. If bookings are not made via the ESM's travel agency booking system, members of staff can forward a trip confirmation e-mail to a general mailbox of the Service Provider to enter the trip details. This mailbox has restricted access which is limited to a number of the Service Provider's employees who manage these specific requests. The Travel Tool must continuously provide up-to-date travel information to the member of staff from a range of Global Distribution Systems (GDS) all over the world (Amadeus, Apollo, Galileo, Sabre, Travelsky, Worldspan, Axess or equivalent). A phone application will be provided by the Service Provider and include the possibility to add travel information. The Travel Tool will allow the ESM Approved Staff to monitor travellers based only on the travel information provided by the travel agency, provide information on traveller risk exposure, and keep travellers up to date. The Travel Tool will give members of staff the option to select further monitoring if they so require.

Based on the information from the travel bookings, the Travel Tool will automatically send e-mails to members of staff containing easy-to-understand country summaries before their departure. Travellers will receive the following details prior to their travel: the itinerary, medical information, vaccinations

required, security, travel and cultural information, and destination advice. The ESM will be able to add additional content as needed. The Travel Tool will have a functionality requiring members of staff to confirm that they have read the information.

The Travel Tool will enable staff members to benefit from real-time travel advice and support. The Travel Tool will require members of staff to consent to providing their private travel information to the ESM if they opt to use the Travel Tool for their private bookings.

The Travel Tool will provide the following minimum functionalities:

- travel tracking based on travel information and information provided by members of staff with their consent;
- destination guides and risk assessments;
- real-time alerts (non-emergency, emergency and personalized alerts);
- two-way messaging and communications including SMS and e-mail update capability;
- auditable records of interactions;
- use core mobile platforms;
- reporting capabilities;
- user friendly.

At least once a year, the Service Provider shall provide online "introductory training" to a dedicated group of ESM staff to explain the efficient use and benefits of the Travel Tool. The detailed content of the training will be agreed between the ESM and the Service Provider. The expected duration of the training is two hours and the expected maximum number of participants is ten. The Service Provider will not charge any additional costs for the provision of this "introductory training".

The Travel Tool will capture and store travel information securely.

The ESM will regularly provide the Service Provider with an updated contact list containing names and contact details of the members of staff in a defined format provided by the Service Provider, the ESM reserves the right to decide on the information to be provided.

The Service Provider will plan and support the full implementation. The Service Provider will also provide trainings to the ESM responsible personnel on how to operate with the Travel Tool. A detailed implementation plan, including activities and deadlines, will be agreed between the Parties via email during the start-up phase and at latest within one (1) month of the Effective Date of the contract.

When travelling, the Travel Tool will keep members of staff up-to-date with the latest medical and security developments at their destination via e-mail and app. The Travel Tool will automatically send members of staff the latest medical, safety, and travel medical information, and advice so that travellers can identify problems early, take care of their safety and minimize work interruptions.

The app will provide members of staff with a comprehensive overview of the nearest assistance centres, as well as a search functionality for the latest medical and safety advice for their location. This will enable members of staff to make targeted decisions on critical health and safety issues that can affect the well-being of the employee. The Travel Tool will also provide members of staff with the possibility to search through notifications for other locations.

a) Incident and Emergency Management

The Travel Tool will enable the Service Provider and the ESM to locate and communicate with travelling members of staff. A text and map-based search based on the travel information in the Travel Tool will be available, allowing for the swift identification and contact of travellers in the event of an emergency. Additional information such as the medical risk assessment or the travel risk assessment should be displayed in the tool.

The Travel Tool will have the option for the ESM Authorised Personnel to filter by trip by different periods. This search functionalities should produce results such as location (airport, city, country, and region), name of the traveller, date, risk assessment, flight, train, hotel, itinerary (PNR), communication history, and current warnings.

In the event of an emergency, the Service Provider will immediately disseminate a notification message to all identified travellers in the vicinity at the time of the incident, providing them with information about the incident and requesting their response. In order to increase the chances of affected travellers receiving the updates, travellers should be contacted via several channels e.g., e-mail, SMS, text-to-speech. The Service Provider will continue attempting to contact the relevant travellers until they receive a response.

The Travel Tool will enable the ESM Authorised Personnel and the Service Provider to ascertain whether the traveller has read the message. Once the replies of the travellers have been checked, the Service Provider should advise the ESM of the necessary activities to be carried out in respect of those who have not replied or who have been declared missing. If there is a serious threat to travelling members of staff and the Service Provider cannot contact the ESM Authorised Personnel, the Service Provider may, acting reasonably, take action deemed necessary to protect the members of staff without the prior consent of the ESM Authorised Personnel. The Service Provider must however notify the ESM Authorised Personnel of the action taken as soon as reasonably possible.

The Travel Tool will also have a functionality to export the list of affected travellers and send it as a table to the ESM Authorised Personnel.

If an emergency situation occurs, two (2) status update e-mails should be sent to the ESM Authorised Personnel at the ESM. The first status update e-mail should be sent within 40 minutes of the identification of the event and the second should be sent within 60 minutes of identification of the event.

These e-mails will contain the following minimum information:

- The details of incident;
- Number of ESM travellers at the destination;
- Number of ESM travellers about to arrive at the destination;
- Number of ESM travellers who are unreachable due to missing or invalid contact information.

A third status update e-mail should be sent to the ESM Authorised Personnel if there are still travellers who have not responded. This e-mail should be sent within 90 minutes of the identification of the event.

The Service Provider will provide specialists to advise the ESM Authorised Personnel and provide information on the current situation, traveller information, help, and advice on how to plan support for those in need.

The Service Provider expert(s) will provide the following support:

- Support in the contacting and identifying the location of travelling members of staff;
- Informing the ESM Authorised Personnel about changing risks;
- Recommend options for further support.

2.1.3 Emergency Evacuation Services and Establishment of a Crisis Centre

The following section contains the requirements for a) Emergency Evacuation Services and b) Establishment of a Crisis Centre. Emergency Evacuation Services

The Service Provider will provide members of staff with evacuation assistance and assistance in case of emergencies including advice on managing an emerging risk, medical and safety incidents, and response to a critical situation (the “**Emergency Evacuation Services**”). Within three (3) months of the Effective Date, and after receiving the insurance information by the ESM, the Service Provider will engage with the ESM’s health insurance provider to agree on the process for medical evacuations. The Service Provider will ensure that the ESM is involved in and informed of these discussions at all times.

In the event of an emergency security incident, the Service Provider will arrange for the evacuation of members of staff and their families (if applicable) to the nearest safe and acceptable location. The Service Provider will provide the ESM with recommendations and advice as a crisis is developing, to help the ESM limit its exposure in the affected location(s). Recommendations may include advice to restrict travel to affected location(s), and advice to reduce the number of individuals in the affected location(s) making best use of scheduled commercial transport services.

The Service Provider will arrange for evacuation services to be provided from an international port of departure designated by the Service Provider’s security personnel.

In certain critical cases where there is an emergency (e.g.: global security incident and/or physical security incident), there may be a need to evacuate or extract a traveller from their location. In such cases, the Service Provider’s operatives deployed on the ground will be required to establish communication, conduct effective liaison with local stakeholders and identify extraction routes in the event that a decision is taken by the ESM to extract the member of staff in the location. The Service Provider’s operatives will be required to remain with the traveller throughout the evacuation situation. They will ensure a timely coordinated response to an emergency. The Service Provider will have a network of doctors and nurses, multilingual coordinators, security experts, and air and ground logistics specialists, who offer assistance services worldwide in different languages and dialects in support of the Emergency Evacuation Services.

If a member of staff is in a situation where Emergency Evacuation Services may be required, recommendations to the ESM for any actions will be made by the Service Provider’s security personnel, in close consultation with the interested parties: i.e. governments, security analysts, etc. The Service Provider will advise the ESM on how to proceed and will act only on the direction of the ESM Authorised Personnel. If the ESM approves the evacuation of a member of staff, the Service Provider will use all efforts to use transport provided by scheduled airlines. However, the Service Provider can utilize other available resources to accomplish the evacuation, including private aircraft, helicopter, railway, ground and water transportation, in which event the point of departure may vary. In the event that an evacuation becomes impractical or dangerous, the Service Provider will use all reasonable efforts to maintain contact with the affected person(s) until an evacuation becomes practical or the emergency has ended.

The Service Provider will arrange for evacuation promptly after the decision to evacuate is made by the ESM. If there is a serious threat to travelling members of staff and the Service Provider cannot contact the ESM Authorised Personnel, the Service Provider may, acting reasonably, take action deemed necessary to protect the members of staff without the prior consent of the ESM Authorised Personnel. The Service Provider must however notify the ESM Authorised Personnel of the action taken as soon as reasonably possible. The Service Provider will use all efforts to make evacuation arrangements available within a maximum of five (5) days. However, the commencement and duration of such arrangements will be determined by the Service Provider in consultation with the ESM, based on the nature of the emergency and other circumstances.

The Service Provider will arrange the movement of members of staff to an Evacuee Assembly Area (EAA) – known as primary evacuation – where possible. If the Service Provider cannot arrange the primary evacuation, the Service Provider will provide advice and assistance to the ESM and to the ESM personnel where possible to assist this stage of an evacuation. The ESM will contact the Service Provider as soon as possible when considering options in order to discuss the Service Provider's capability to assist during this primary phase.

At the EAA, the Service Provider processes evacuees, performs reconnaissance and clears routes to the Port of Departure (POD). The Service Provider will transport personnel to and escort them through the POD and onto a means of transport (normally air as first choice) to a regional safe haven. This is the secondary evacuation phase. Once possible (depending on the circumstance), reception, accommodation and onwards movement from the safe-haven to Luxembourg or the relevant home country will be arranged by the Service Provider.

The Emergency Evacuation Services include, but are not limited to the following services:

- Security evacuation and repatriation by air
- Security evacuation and repatriation by surface transportation (ground or maritime)
- Other security assistance services and/or ground tasks in case of emergency evacuation
- Repatriation of mortal remains and/ or local funeral services

a) Establishment of a Crisis Centre

In the event of a developing emergency security situation, the Service Provider will determine if there is a need to establish a crisis centre, its duration, and location, based upon the severity of the situation and resources at its disposal in the country or region of concern, or elsewhere. The Service Provider will advise the ESM on how to proceed and will act only based on the decision of the ESM Authorised Personnel. The Service Provider will deploy a security team or activate local security providers to the crisis centre to facilitate close support of members of staff in the affected area. The Service Provider deployment of resources shall be directed by the Service Provider's respective region security centre and supported by cross-functional medical, security, aviation and logistics team in the relevant regional security centre. The crisis centre personnel will use their best efforts to establish contact with members of staff in the affected area in order to provide practical advice, to review the security situation, and to keep the ESM Authorised Personnel informed of developments, plans, and recommendations.

2.2 On Demand services

On Demand Services can be requested at any time in addition to the Ongoing Services described in Section 2.1 above.

2.2.1 Travel Security Services

The ESM requires the Service Provider to provide and/or arrange on behalf of ESM, as applicable, personnel security and protection services to travelling members of staff from the Service Providers network of Third Party Providers (the "**Travel Security Services**"). The Travel Security Services are required on an on-demand basis. The Travel Security Services will be requested only in the case of high and/or extreme risk country destinations. The Service Provider will provide the Travel Security Service only on request by the ESM Authorised Personnel. The ESM Authorised Personnel will contact the Service Provider directly via email to arrange the Travel Security Services if required and the

Service Provider will arrange the Travel Security Services as soon as reasonably possible. On average, the ESM may request the Services once per year.

The Travel Security Services include two distinct types of services:

a) Personnel Security

The Service Provider will arrange on behalf of the ESM (utilising its network of third party providers) support for the ESM travellers on the ESM's request to optimise their security and safety on the ground when travelling by providing the following non-exhaustive list of services:

- Escort the staff member(s) for parts or the entirety of the mission;
- Provide a facilitator/ ground handling to accompany travellers and handle customs, visa, police procedures in countries;
- Meet and greet the staff member(s) at a port of arrival;
- Provide other additional security assistance services.

b) Protection Services

The Service Provider will arrange on behalf of the ESM (utilising its network of Third Party Providers) armed and/or unarmed operatives for members of staff travelling in high and extreme risk destinations, at the ESM's request.

In the event that a traveller on a mission becomes involved in a physical security incident whereby the ESM considers that it urgently needs to deploy security personnel on the ground, the Service Provider will arrange on behalf of the ESM (utilising its network of Third Party Providers) specialist and trained staff to assist such traveller.

The Service Provider will provide experienced operatives who have global reach and the ability to work up to 48 hours. All of the operatives must be capable of being deployed into challenging, and possibly high-risk situations to assist in emergencies and to assist in crisis situations.

The Service Provider will arrange on behalf of the ESM (utilising its network of Third Party Providers) experienced operatives who have global reach and the ability to work up to 48 hours. All of the operatives must be capable of being deployed into challenging, and possibly high-risk situations to assist in emergencies and to assist in crisis situations.

The Service Provider must be capable of responding to operational emergencies in terms of operational and logistical support.

2.2.2 Training Services

The Service Provider will provide training sessions for the purposes of ensuring the ESM employees are prepared in all aspects of travel safety and health risks when travelling (the “**Training Services**”). The ESM may request the Training Services for individuals or small groups (e.g. 5, 10 or 15 people). The ESM will indicate the number of people who will attend the training session(s). The ESM will contact the Service Provider in advance to prepare the training sessions, which can be physical or online.

On average, the ESM may request one training per year. The Training Services will be provided on an on-demand basis. The ESM Authorised Personnel will contact the Service Provider directly via email to arrange the Training Services if required

The following minimum topics (or equivalent) must be provided by the Service Provider as part of the Training Services:

Category 1 Basic Trainings:

- Identification and avoidance of threats;
- General and specific medical precautions;
- Basic first aid;
- In person, interactive travel safety training, including tactics, techniques, and procedures;
- Travel security and health awareness;
- Security in the field;
- Workplace threat management

Category 2 Advanced Trainings:

- HEAT training (Hostile Environment Awareness Training)

Category 3 Special Trainings:

- Preparation for specifics of a country, culture, politics, geography and existing crime (This also includes, for example safety and health aspects, travel and travel management in the respective country, living and working in the country).

The Service Provider will also provide training on general travel and travel security based on the ESM internal needs.

Where applicable, each training course should include best practices for safety and health, do's and don'ts, risk management, and situation reactions and scenarios. The courses should also include pre-trip preparation, travel advice on safety and security, location safety advice, specific guidelines for travellers, common risks, general medical and health risks.

Where possible, training content should be adapted where possible both to the ESM and to its members of staff (target and person-specific).

It is an advantage if the online training versions of the courses provided by the Service Provider can be uploaded to or integrated in the ESM's online training platform.

3 Start-Up Phase

Upon signature of the Contract, the Service Provider will manage the transition of the Services from the incumbent provider to the Service Provider in order for the Service Provider to commence the provision of the Services (the "Start-Up Phase"). The Start-Up Phase must be completed within a maximum of four (4) weeks of the Effective Date of the Contract. During the Start-Up Phase, the incumbent provider will continue to be responsible for delivering the Services.

As part of the Start-Up Phase, the Service Provider will be required to perform the following non-exhaustive list of activities in order to comply with all obligations under the Contract:

- Allocate the Account Manager for all related activities in the context of these Terms of Reference;
- Create an action plan detailing equipment and activities required as per these Terms of Reference (including reporting, meetings set-up, KPI evaluation, complaints procedure,

annual forecast of any relevant improvements, etc.) and thus ensuring a proper provision of the Services;

- Set up all organisational and workflow related procedures for the smooth transition of the Services (training of personnel, etc.);
- Align with the ESM the synchronisation of the list of staff members/ consultants with the Service Provider’s Online Platform;
- Coordinate all necessary information with the incumbent provider, e.g. data transfer;
- Present observations for optimisations based on the Start-up Phase.

As soon as the relevant tasks described above have been completed, the Service Provider will inform the ESM to start the approval of the Start-Up Phase. The ESM together with the Service Provider will check the fulfilment of the tasks and approve the Start-Up Phase, or request the correct fulfilment of the incomplete tasks by the Service Provider. When the Start-Up Phase has been accepted by the ESM in writing (including via email) the Service Provider will be responsible for providing the Services.

Transfer of Undertakings

The Contract may in some cases trigger the application of the relevant provisions of Luxembourg law or of a collective labour agreement regarding transfers of undertakings, in particular, but not limited to, Articles L.127- 1 to L.127-6 of the Luxembourg Labour. For more information please refer to Section 2.1 of the RfP document.

4 Company and Personnel Requirements

4.1 Company requirements

Throughout the entire Contract term, the Service Provider must hold relevant authorisations from public authorities relating to the performance of the Services.

4.1.1 Data Privacy and Security

The Service Provider is committed to protecting the privacy and complying with applicable local data protection laws and regulations. The use of software in any context of Travel Security must be compliant with the EU General Data Protection Regulation (GDPR).

4.1.2 Administration

The Service Provider will provide one (1) monthly invoice for all the Services excluding the Travel Security Services and Training Services, which will be invoiced separately.

4.1.3 Work Supervision and Performance Review

All duties and work performed by the Service Provider (and its personnel under this contract) must be undertaken with the appropriate level of supervisory and management oversight by the Service Provider. This will be subject to inspection and approval by the ESM FM Team, from time to time.

4.2 General personnel minimum requirements

Without prejudice to any provision of the Contract, the Service Provider remains at all times responsible and liable for the Service Provider's personnel.

The Service Provider shall ensure that suitably qualified personnel are available for the provision of all aspects of the Services. The Service Provider personnel must be trained in the relevant content and have the necessary qualifications, skills, and competencies. The Service Provider will provide the ESM with at least the following key personnel (the "Key Personnel"): an Account Manager, and the designated back-up.

Each Service Provider's staff member, including new staff members, if any, referred to further in this Section must have clean police track record and first-aid training. It is responsibility of the Service Provider to ensure this compliance. Upon the request of the ESM and to the extent allowed by legal regulations, the Service Provider will provide full details of previous employment, police clearance certificates and applicable training and qualification records of the Service Provider staff assigned to work at the ESM premises. The ESM will inform the Service Provider whether it approves the proposed personnel. If not, the Service Provider will be required to propose other personnel, which meets ESM requirements.

Personnel replacement

The Service Provider will ensure that Key Personnel will be substituted only in exceptional cases and with prior, timely notification to the ESM. Replacement period for Key Personnel, to include selection of new person and handover, can not be under one month, to allow for proper handover. Handover part itself must be planned for a period of one month minimum. The Service Provider must inform the FM Team responsible person as soon as the information of potential Key Personnel departure is known.

In case of Key Personnel's replacements, the Service Provider will ensure that all new personnel receives an appropriate theoretical and practical introduction, which has to be conducted by the Service Provider without using any ESM resources.

The Service Provider will immediately advise the ESM should it propose to replace any member of the Key Personnel. The ESM will have the right to assess and interview the replacement candidate.

In case of sickness, holidays, maternity/paternity leave and other absences of any of the Service Provider's personnel, the Service Provider will provide a replacement on the first day of absence. Such substitutions will be in all respects at the expense of the Service Provider and substitutes will be no less experienced or qualified than the personnel being replaced.

The Service Provider will also ensure that the holidays taken by the Key Personnel do not coincide at any time.

If, in the reasonable opinion of the ESM, any member of the Service Provider's staff is incapable of carrying out his/her duties; is unsuitable to provide the Services for whatever reason (including, but not limited to justified complaints from the office users); or has materially failed to carry out his/her duties, or has breached the ESM safety, privacy or other policies, the ESM may, at its sole discretion, require that the Service Provider replace such staff member.

Upon receipt of such request, and in agreement with the ESM responsible person, the Service Provider will substitute the staff member with a satisfactory permanent replacement to perform the relevant tasks within a reasonable time but taking no longer than 1 (one) month for appointment of the new person (to include interview by the ESM, should the ESM choose to do so), and an additional month for the proper handover, unless the ESM requests it to be shorter. In case of replacement of on-site Key personnel due to a security, privacy or other serious breach, the ESM may instruct for immediate removal from the ESM premises. In such case, the Service Provider will ensure the temporary replacement, on the very next day, and until the permanent replacement is appointed. The costs of such replacement will be at the Service Provider's expense and the substitute will be no less experienced or qualified than the staff member being replaced.

4.3 Specific personnel minimum requirements

In addition to the general personnel minimum requirements for the Key Personnel, the Service Provider will comply with the following specific personnel minimum requirements as outlined below.

4.3.1 Account Manager

The Service Provider will dedicate an account manager to be the first point of contact to the ESM Authorised Personnel for any contract related matters (the “**Account Manager**”). The Account Manager will also be the first point of contact to the ESM Authorised Personnel who will take decisions in case of emergencies on behalf of the ESM. The Account Manager will meet the following minimum requirements:

- Ten (10) years of professional experience in security consultancy services, including a minimum five (5) years of experience in a senior management position;
- very good level (accredited with at least level C1 of the Common European Framework of Reference for Languages, or equivalent)².) of written and spoken English
- Strong leadership and communication skills.

The account manager's will be responsible for the following non-exhaustive list of tasks:

- Responsible for the general performance of the agreement and specific assignments under the agreement;
- Overseeing the development of the relationship between the Service Provider and the ESM;
- Working on continuous improvement initiatives;
- Working with the ESM responsible contact person on any contract related matters e.g. negotiating and preparing input for contracts/amendments;
- Creating, amending, reviewing and agreeing contract financial proposals, where required;
- Monitoring the organisation and performance of the experts implementing the specific assignments;
- Ensuring and supervising the quality control of processes and outputs;
- Attending quarterly meetings and ad hoc meetings requested by the ESM.

² [Global scale - Table 1 \(CEFR 3.3\): Common Reference levels - Common European Framework of Reference for Languages \(CEFR\) \(coe.int\)](https://www.coe.int/en/web/global-scale)

4.3.2 Travel Security Personnel

The Service Provider must ensure that sufficiently qualified personnel are available for execution of the Travel Security Services in the event of an assignment by the ESM. The personnel must be trained in the relevant fields and have the necessary qualifications and skills.

The **Senior Security Consultant** will meet the following minimum requirements:

- Seven (7) years of professional experience in security consultancy services, including a minimum three (3) years of experience in a senior management position;
- very good level (accredited with at least level C1 of the Common European Framework of Reference for Languages, or equivalent)³.) of written and spoken English;
- strong leadership and communication skills.
- Successful completion of the following training:
 - First Aid at Work Course (FAW) or equivalent standard;
 - First Person on Scene (FPOS) or equivalent standard;
 - Tactics for hostile environments;
 - Protocol and working in foreign countries;
- Firearms proficiency, including knowledge of the protocol for carrying weapons in foreign locations including rules of engagement, and a license and qualification to use firearms.

The **Security Consultant** will meet the following minimum requirements:

- Three (3) years of professional experience in security consultancy services;
- good level (accredited with at least level B1 of the Common European Framework of Reference for Languages, or equivalent)¹) of written and spoken English.
- Successful completion of the following training:
 - First Aid at Work Course (FAW) or equivalent standard;
 - First Person on Scene (FPOS) or equivalent standard;
 - Tactics for hostile environments;
 - Protocol and working in foreign countries;
- Firearms proficiency, including knowledge of the protocol for carrying weapons in foreign locations including rules of engagement, and a license and qualification to use firearms.

The Operations/Security Coordinator

- One (1) year of professional experience in security consultancy services;
- good level (accredited with at least level B1 of the Common European Framework of Reference for Languages, or equivalent)¹) of written and spoken English.
- Successful completion of the following training:
 - First Aid at Work Course (FAW) or equivalent standard;
 - First Person on Scene (FPOS) or equivalent standard;
 - Tactics for hostile environments;
 - Protocol and working in foreign countries.

In addition, all travel security personnel for protection operatives must have the following specific minimum experience and training :

- Threat and risk assessment;
- Surveillance awareness;
- Operational planning;

³ [Global scale - Table 1 \(CEFR 3.3\): Common Reference levels - Common European Framework of Reference for Languages \(CEFR\) \(coe.int\)](https://www.coe.int/en/web/global-scale)

- Applicable relevant national legal requirements;
- Inter-personal skills;
- Teamwork and briefing;
- Conduct of reconnaissance;
- Close protection drills;
- Route selection;
- Journey management;
- Search procedures;
- Incident management;
- Venue security
- Avoidance of conflict;
- Defusing of conflict;
- Conflict resolution;
- Application of communication skills and conflict management;
- Tactics for hostile environments;
- Protocol and working in foreign countries
- Both static and mobile tactics; and
- Convoy procedures.

4.3.3 Training Services Personnel

The Service Provider shall ensure that suitably qualified personnel are available when required by the ESM. The persons must be trained in the relevant content and have the necessary qualifications and skills to perform the Training Services.

5 Reporting

Regular reporting will be mandatory across all Services. Reports may be required for legal or regulatory compliance matters, quality, contract performance, or operational monitoring, as well budget and cost information.

The Service Provider will provide regular quarterly and ad-hoc reporting to the ESM responsible personnel.

The Service Provider will submit ad-hoc and quarterly reports in English. All reports must be submitted prior to the scheduled meetings or deadlines, as follows:

- Ad-hoc reports: at least five (5) Business Days before the scheduled meeting/deadline;
- Quarterly reports: two (2) weeks prior to a scheduled meeting/deadline.

Such reports will include, but will not be limited to the following:

- Usage of the Online Platform via the web-portal;
- Usage of the Online Platform via the application;
- Number of people who completed the Online Travel Security Course(s);
- Number of people called the telephone security advice and assistance centre;
- Most frequent destinations for members of staff;
- Most high-risk destination to which members of staff travel on a regular basis;
- Countries/destinations travelled to;
- The ESM risk travel and medical exposure.

All reports will be fully anonymized, will not include any personal data, and will be used solely for statistical and security purposes. For example, “X number of staff travelled Y times to W location”, etc.

Ad-hoc reports must be created, if required. The Service Provider will be granted access to a dedicated workspace on the FM team SharePoint Portal where these reports and any documentation related to the Service Provider will be stored and exchanged between the Service Provider and the ESM. Documents must be uploaded as editable versions and, if approved by the ESM, as PDF. The Service Provider will not be compensated for any time required for training and induction courses for this system.

6 Meetings

The Service Provider and the ESM responsible person will meet on a quarterly basis, to monitor the Service provision under the Contract.

The meetings will be scheduled by the Service Provider at the beginning of each calendar year and will have an agenda prepared by the Service Provider and sent to the ESM at least one (1) week in advance of the meeting, to allow meeting participants a reasonable opportunity to prepare for the meeting and for the ESM to add any items to the agenda as necessary.

The Service Provider will take minutes of all such meetings and upon confirmation by the ESM, will provide a copy to the ESM within one (1) week from the date of the meeting. All final meeting minutes will be stored in the designated folder on SharePoint. Meetings can be organised online or in person.

In addition to the planned meetings, ad-hoc meetings may be required by the ESM and/or the Service Provider.

More detailed information on reports, meetings, content, interval and participants will be disclosed with the successful Candidate.

7 Business Continuity

The Service Provider will maintain throughout the entire term of the Contract, and upon the ESM’s request, provide to the ESM a proper business continuity plan in order to ensure, to the commercially reasonable extent, the continuous provision of the Services in the event of a disruption to the Service Provider’s operations (regardless of whether such a disruption results from Force Majeure Event (defined as an event or circumstance which is beyond the control and without the fault or negligence of the affected party and which could not have been prevented and cannot be remedied by the affected party by exercise of all available efforts, including in particular: riot, war, acts of terrorism, earthquake, flood, fire or other physical natural disaster, strikes and industry disputes at national or industry level, worldwide or national level pandemic) or any other circumstances) and activate it should such a disruption occurred. The business continuity plan must, at a minimum, identify the business continuity risks and propose the Service Provider’s actions to prevent such risks and mitigate them in the event they nevertheless materialise.

The ESM and the Service Provider will mutually agree on the proposed business continuity plan prior to its implementation date. The ESM reserves the right to request changes to the proposed business

continuity plan based on internal needs and requirements which should not be unreasonably rejected by the Service Provider.