

Ref. Frontex/NP/42/2020/KM

Annex I - Terms of Reference

Provision of HUMINT training

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1. Terms and Definitions

The terms in the table below, appearing either in a complete or in an abbreviated form, when used in this document and its appendices, relating to the Technical Proposal, Financial Proposal and Draft Contract, shall be understood to have the following meaning:

| Term | Abbreviation | Meaning |
|----------------------|--------------|---|
| Frontex Headquarters | FX HQ | Frontex premises located at Plac Europejski 6, 00-844 Warsaw, Poland. |
| Member State | MS | The European Union member state. |
| Terms of Reference | ToR | Annex II - Terms of Reference |
| Debriefing Expert | DE | Debriefing Coordinator, Debriefing Advisors |
| Operational Analyst | OA | Operational Analyst |
| Human Intelligence | HUMINT | Gathering and analysis of information for intelligence purposes |

2. General Information

2.1. General Terms

The deliverables and requirements shall meet the quality criteria and levels and all the terms and conditions specified below, as well as goals and approaches are to be followed and respected in this Contract. The tasks requested in this Contract shall be performed in professional manner in the way and at the quality not lower than offered by the Contractor in his Technical Proposal.

2.2. Contract Type

This contract for the HUMINT training is a fixed price Service Contract, therefore the price quoted must contain all costs aligned with the required services.

2.3. Working environment and conditions

Frontex will provide the Contractor all necessary documentation and information in Frontex possession that are necessary to conduct the tasks.

3. Subject and Background

3.1. Subject

The subject of the contract is provision of a five (5) day HUMINT training for app. fourteen (14) trainees.

3.2. Objectives

The objective of this contract is to acquire highly specialised expertise in the area of Human Intelligence Analysis, by focusing on a multilateral, multidisciplinary and multidimensional approach.

3.3. Background and context information

The key tasks of Frontex as an organization are on first sight clear and logical, however the operational situation creates a very challenging environment to operate in. Multi-lingual and multi-disciplinary teams with a diversity of threat actors. Knowing what's what, and building a common language and approach in dealing with information to ultimately get to actionable intelligence is one of the key focuses of the training program laid out in this proposal.

An important task of Risk Analysis Unit is the management of intelligence sources of information and the analysis of this information for operational (short-term) and strategic purposes (long term) to support the decision making process of the Agency and Frontex external actions such as the implementation of Joint Operations.

The upcoming deployment of new figures in the framework of the rising Sanding Corps will lead to a long-term increase of the flow of incoming intelligence related information. To prevent and to react proactively to future possible challenging working conditions, it is mandatory to properly train a pool of experts having already peculiar skills on intelligence analysis.

In the near future the in-house experts (OAs, DEs etc.) will have to be able to look autonomously for intelligence sources and to correctly analyse the gathered information, that's why, in order to enhance their professional competencies, 'students' should be fully aware of the role played by the different information sources.

The learning methodology has to be based on different strategies that combine independent learning, including experiential and theoretical learning, trainings, seminars and workshops that ensure the progression of the students learning. This process will enable students to acquire the necessary competences to select the sources of information and to evaluate the intelligence outcome. In this process the delivery of a training is the first step that shall be borne by the Agency.

Given the specific nature of this training, the students' learning will highly benefit from input from high profile experts in Human Intelligence that would be able to share their invaluable 'hands on' experience with policy development in the area of intelligence collection and analysis, in the future they will ensure high quality delivery of the intelligence analysis and specialised expertise in its sphere of competence. Moreover, their sphere of competence will be broader: it will extend into the sectors of THB, goods smuggling (Drug, illegal arms trafficking etc.) and terrorism and analysts mandate, which now covers the sterile analysis of numbers, could be extended also to the analysis of information for intelligence purposes.

4. Scope and tasks

4.1. Scope

The training provided should be compliant with the highest norms, standards and procedures based on best professional practice, fulfilling all objectives under the requirements.

4.2. Description of the assignment

According to the time frame, the training shall explore to the maximum allowable extent the several different aspects of Human Intelligence Analysis. Topics to be discussed/taught in the training shall focus on the application within a multi-disciplinary team, varying in the operational 'getting the information' (source recruitment, interview techniques) to 'validating the information' (source evaluation, corroboration of information), 'interpreting the information' (analysis) to 'dissemination of information' (intelligence outcome).

Learning outcomes:

- a) Principle and skills of human intelligence;
- b) Interrogation, questioning and debriefing tactics (here please be aware that we debrief people on voluntary and anonymous basis);
- c) Methods of intelligence collection;
- d) The processing and interpretation of information collection;
- e) Distribution of relevant information to employees/agent in the field;
- f) How to recruit an informant.

4.3. Main tasks of the Training Provider

The training provider:

- provides in advance a programme curriculum containing: program delivery requirements, modules list and modules handbook, course schedule, course operational requirements, list of course materials;
- instructs on dedicated session as scheduled, on the assigned subject, at the assigned level, and according to the degree standards appropriate to that level as specified in the programme curriculum;
- fosters discussion, inquiry and expression while maintaining the module's academic standards;
- complies with the modules handbook, descriptors and session plans in relation to teaching;
- complies with the Programme's rules and regulations included in the Quality Assurance, Teaching Staff and Student textbooks;

The Training Provider commits him-/herself to execute the tasks and submit the deliverables accordingly. Failure to comply/reach agreement may result in the termination of the contract.

Frontex can provide the Training Provider with additional clarification and/or modification of the provisional planning by mail in electronic format. Any oral clarification and/or modification shall be confirmed by Frontex by mail in electronic format.

5. General Requirements

5.1. Duration and schedule

This contract is a fixed price Service Contract for a single training session with the duration of 5 (five) full working days (from Monday to Friday). The provisional period will be during summer/autumn 2020, the starting date will be officially communicated by Frontex after entry into force of the contract starting from the date of its signature by the last Contracting party, compatibly with the other deadline terms and it will be at least two weeks before the start of the training.

5.2. Venue

The training will be provided in Frontex seat in Warsaw.

5.3. Budget

The estimated budget earmarked for the contract is 40 000 EUR net (this amount includes the cost of travel to the meetings).

5.4. Confidentiality and contact with media

All Contractor's staff involved in the execution of the contract shall sign a Declaration of Confidentiality (Appendix 2) prior the start date of their direct involvement in the Contract.

Due to the sensitive nature of Intelligence Analysis, which might involve collection and processing of classified information and data, no such information is shared by Frontex with the Contractor. The information provided solely for the purposes of this Contract and completing the deliverables is limited to describing the general nature and requirements of the assignment, without any references to real situation. At the same time, this general information acquired by the Contractor, required solely for the completion of the deliverables referred to in this contract, cannot be disclosed or used by the Contractor in any other instance or for any other purposes than the preparation of the deliverables.

Additionally, the Contractor and all the experts individually shall not have any contact with media in relation to the Contract without the prior approval of Frontex.

5.5. Reporting

- The Designated Trainers are expected to provide independent session deliveries, reporting to the Frontex Activity Manager on academic matters and to Frontex Project Manager on contract implementation matters (including performance standards).
- The Designated Trainers will submit the deliverables as presentations for their sessions in electronic form and to the email address indicated by the assigned Frontex RAU Activity Manager.
- The working language is English and all materials developed by the Designated Trainers are to be submitted in English as well.

Resources and logistic arrangements to be provided by Frontex/contractor: Frontex will provide the documentation within the agreed timeline; Training Provider communicate with Module Convenor/Module Board/Frontex via phone, video conference, email and attend the meetings requested, as specified in the Programme Curriculum and

Programme Policies and Procedures; Communication with Frontex will be through the Activity Manager / Project Manager (Frontex staff).

5.6. Payments

Payments under the Contract shall be made in accordance with the following invoicing procedure:

- Pre-financing: payment of 30% of the total value of the Contract on basis of the counter-signed Contract;
- Payment of the balance upon the completion and acceptance of the deliverables.

5.7. Transparency and handover

Frontex requires transparency from the Contractor in the provision of services under the Contract, specifically regarding the organisation and staff engaged, processes and standards used, information and documentation produced in these processes, and in the methods and tools used in delivering Services. Frontex reserves the right to use third party professional companies in support of the verification and validation of Services delivered by the Contractor under this Contract.

At the request of Frontex the Contractor must hand their tasks over to Frontex staff or other indicated third party Contractor by the defined date. The handover shall be planned and the plan shall be submitted to Frontex for acceptance. The handover shall enable the taking-over party to continue the tasks of the Contractor at the levels defined. The Contractor is required to: present his recommendation for how to continue his tasks, submit all pending reports, return all documents used in the performance of the contract, archive and handover all information, credentials and documents that are not in the possession of Frontex and might be needed for continuation of the tasks performed by the Contractor.

Such a handover takes place by default (without a request from Frontex) at the completion of the Contract.

5.8. Documentation

Frontex requires that all the documents created maintain a high quality. The following criteria shall be adopted when producing the necessary documentation:

- A clear and appropriate document structure, i.e. the document must be organised into chapters, sections, subsections etc. in a clear and logical way.
- Compliance with a writing style that supports a consistent structure, form and style of documents.
- Completeness of documents, i.e. the complete presentation of the entire scope of the described issue without any omission.
- Good English (UK): at least at C1 level in the Common European Framework of Reference (CEFR)

6. Experts

The contract shall be executed by the experts named in the tenderer's offer.

6.1. Profile of the experts performing the tasks

- a) the team leader must have a university degree and experience in project management.
- b) all experts must have a university degree and at least four (4) years of relevant professional experience (academic experience included) in the field of specialization required for the task for which they are being proposed. Short description of the professional experience must be included in the offer.
- c) all experts must be fluent in written and spoken English.

Apart from the general expert requirements listed above, the team should include the following expertise:

- a) at least one expert must have proven applied experience in interviewing/simulation exercises. His/her curriculum vitae must contain information of at least 3 relevant projects the expert contributed to and his/her role must be clearly stated;
- b) at least one expert with demonstrated experience with international projects in the area of border management/international security. His/her curriculum vitae must contain information of at least 3 relevant projects the expert has conducted or contributed to and his/her role must be clearly stated.

6.2. Replacement of experts

6.2.1. Replacement of experts requested by contractor

Replacement of experts requested by contractor will be accepted by Frontex only in exceptional situations, based on written explanation providing reasons for replacement and it will be subject to Frontex prior approval. Such situations may happen on account of death, sickness or accident, or if a member of staff is unable to continue providing his services or for other reasons beyond the contractor's control.

Whenever a replacement occurs, the contractor must ensure a high degree of stability of the services and a smooth transfer of the contractual obligations.

The contractor shall provide a timely replacement with at least equivalent qualifications and experience to the person proposed in the original offer.

6.2.2. Replacement of experts requested by Frontex

Frontex reserves the right to request replacement of any person specified in the contract who is found by Frontex to be incompetent in discharging or unsuitable for the performance of his duties under the contract or if carrying out his tasks under the contract consistently prejudices the good and timely performance of the contract.

The replacement, regardless whether requested by the contractor or by Frontex, shall not oblige Frontex to pay any additional remuneration, fees or costs other than those laid down in the initial contract. The contractor shall bear all the additional costs arising out of or incidental to such replacement.

7. Appendices:

Appendix 1 - Statement of Intent Form

Appendix 2 - Declaration of confidentiality

Appendix 1 Statement of Intent Form

Tender procedure: Frontex/NP/42/2020/KM

Contract for Provision of HUMINT Training

Statement of Intent

To _____ (*Name of tendering company*)

I, _____ (*Name and Surname*)
the undersigned, do hereby grant authority to the company
_____ (*Company name*) to submit
my Curriculum Vitae for the purposes of submitting the tender for the call
for tenders, FRONTEX/NP/42/2020/KM.

I also confirm that in the event that the above mentioned company is
successful in securing this contract, I shall make my services available to this
company for the contract with Frontex.

Should any elements concerning my availability change during the tendering
process, I will immediately report this to the company.

Date: _____

Signature: _____

Appendix 2 Declaration of confidentiality

DECLARATION OF CONFIDENTIALITY

Contract No.: *FRONTEX/NP/42/2020/KM*

I, (full name), hereby declare that I will treat the information and/or documents that are received from Frontex in the context of the execution and/or performance of the above mentioned contract with the strictest secrecy. No information and/or documents will be divulged to third parties.

I am aware that tasks carried out in view of the execution and/or performance of this contract also are governed by this principle of secrecy.

I am also aware of the fact that the principle of secrecy pointed out in above will continue to apply after the completion of the above mentioned contract.

All information and documents received will be used solely for the execution and/or performance of this contract.

.....
[name of the person]

.....
[signature]

.....
[place, date]