

CALL FOR EXPRESSION OF INTEREST for the selection of consortia of private partners and the Hosting Entities for the procurement of Industrial High Performance Computers

(Ref. EUROHPC-2024-CEI-IND-01)

Summary of questions

#	Submission date	Publication date	Question	Answer
1	20/02/2024	23/02/2024	Is a consortium of one hosting entity and one company eligible to participate. The company will act as a resource offeror for multiple companies.	Please note that the eligibility criteria set out in section 6 of the Call for expression of interest do not require a certain number of private partners, i.e. a consortium of one hosting entity and one private partner would be eligible.
2	20/02/2024	23/02/2024	How will the decision process on the procurement later be enacted. What kind of votes does the company have in the final decision for the system?	As detailed in the Call for expression of interest, the hosting entity shall enter into an agreement with a consortium of private partners for preparing the acquisition and for operating such industrial-grade supercomputers or partitions of EuroHPC supercomputers. Based on the agreement and in close cooperation with the consortium of private partners, the hosting entity and the EuroHPC JU will launch the procedures for the selection of the supplier of an industrial-grade EuroHPC supercomputer (procurement procedure) and will be jointly responsible for implementing the acquisition process including for example, the verification of the technical specifications to be met by the suppliers.
3	08/03/2024	11/04/2024	Is part of the evaluation criteria related to legal and tax issues around the industrial use of the system?	Please note that all evaluation criteria are set out in section 8 of the Call for expression of interest.

				For each respective criterion it is explained what will be assessed under that criterion.
4	08/03/2024	11/04/2024	Are security aspects, such as certifications and mechanisms part of the evaluation criteria?	According to the Article 13 of the Regulation The industrial-grade supercomputer is defined as at least a mid-range supercomputer specifically designed with security, confidentiality and data integrity requirements for industrial users that are more demanding than for a scientific use. Please note that that all evaluation criteria are detailed in section 8 of the Call for Expression of Interest. Each criterion delineates the elements that will be evaluated within its scope.
5	25/03/2024	11/04/2024	<p>The call states that “the hosting entity and the EUROHPC JU will be jointly responsible for implementing the acquisition process”. With reference to this latter process, we would like to know:</p> <ul style="list-style-type: none"> • if the acquisition process will be implemented through a public procurement? • if the public procurement (or any equivalent act) will be issued by the JU or by the hosting entity (if this is to be decided yet, by who will be decided and how)? 	The acquisition process will be implemented through a public procurement. As explained in section 1 of the Call for expression of interest, according to Article 13 of the Regulation 2021/1073 of 13 July 2021 on establishing the European High Performance Computing Joint Undertaking (EuroHPC Regulation), the EuroHPC JU shall acquire, together with a consortium of private partners, the industrial-grade supercomputers. The hosting entity shall enter into an agreement with a consortium of private partners for preparing the acquisition and for operating such industrial-grade supercomputers or partitions of EuroHPC supercomputers. In section 2 of the Call for expression of interest it is explained that based on the agreement with the consortium of private partners for preparing the acquisition and for operating such industrial-grade supercomputers or partitions of EuroHPC supercomputers, the hosting entity and the EuroHPC JU will be jointly responsible for

				implementing the acquisition process including for example, the verification of the technical specifications to be met by the suppliers. In close cooperation with and based on the agreement with the consortium of private partners, the procedures for the selection of the supplier of an industrial-grade EuroHPC supercomputer (procurement procedure) shall be launched, together with the EuroHPC JU.
6	25/03/2024	11/04/2024	Are only expressions of interests for the purchase of an industrial-grade supercomputer by JU and the consortium of private partners eligible, or also leasing proposals might be assessed?	The Call for expression of interest concerns only the acquisition of an industrial-grade supercomputer.
7	25/03/2024	11/04/2024	How will the relations between the JU and the consortium of private partners be managed? There will be a multilateral agreement governing the joint ownership (JU-consortium)? If so, what kind of agreement? Will private partners be requested to create a legal entity representing them before the JU, or will all of them be invited to sign an agreement with the JU?	As explained in section 1, 2 and 6 of the Call for expression of interest, the operation of the industrial-grade supercomputers is entrusted to hosting entities. The hosting entities shall enter into an agreement with a consortium of private partners for preparing the acquisition and for operating such industrial-grade supercomputers or partitions of EuroHPC supercomputers. The hosting entities and their associated consortium of private partners will be selected by the Governing Board of the EuroHPC JU. The hosting entities shall take the lead in the consortium and act as coordinator. The coordinator will act as an intermediary between the EuroHPC JU and the private partners. The partners are jointly responsible for implementing the action resulting from the awarded hosting agreement. To

				implement the action appropriate internal arrangements must be made. The Contracting Parties will sign a Joint Procurement Agreement to establish their respective rights and obligations for jointly acquiring the industrial-grade supercomputer.
8	25/03/2024	11/04/2024	How will the legal relation between the hosting entity and the private partners be regulated? Considered that the allocation among partners is on compute-hours, will the SLA included in the template of the Hosting Agreement apply to the JU only, or to all the supercomputer co-owners?	Please see previous question.
9	25/03/2024	11/04/2024	Since the call mention “a consortium of private partners”, but no formal definition of “private” is provided, we would like it to be confirmed that a private law entity, funded and supported exclusively by public law bodies is eligible to take part in the consortium (and subsequent procurement)?	Please note that the notion of “consortium of private partners” is legally defined in Article 2 (8) of the EuroHPC Regulation. “Consortium of private members” means an association of Union legal entities coming together for the purpose of acquiring jointly with the Joint Undertaking an industrial-grade supercomputer; one or more of these private partners may be participating in the Private Members of the Joint Undertaking.
10	25/03/2024	11/04/2024	The call asks applicants to provide a formal statement indicating whether the hosting consortium would be ready or not to include additional partners if selected. Such statement should also include the indicative amounts of the contribution of the additional partners. In order to provide these specification, we need to know: <ul style="list-style-type: none"> ○ When the mentioned selection and inclusion of additional partners should 	Please note that Article 9 (7) of the EuroHPC Regulation allows the selected hosting entity at any time, subject to prior agreement of the Commission, to invite additional participating States or a consortium of private partners to join the hosting consortium. The hosting entity will select the additional partners subject to the prior agreement of the Commission. The new potential partners would be considered in addition to the

			<p>take place? Before the acquisition process or after that?</p> <ul style="list-style-type: none"> ○ Who will select the additional partners and how? ○ Should the new potential partners be considered in addition to the ones presenting the expression of interest, or in substitution? 	<p>ones presenting the expression of interest. However, please note that Article 9 (7) of the EuroHPC Regulation sets out that the financial or in-kind contribution or any other commitment of the joining Participating States, or Private Members, shall not affect the Union financial contribution and the corresponding ownership rights and percentage of access time allocated to the Union.</p>
11		11/04/2024	<p>As concern the application form annexes (i.e. Annex 1a and 1b and Annex 3), do these documents need to be handwritten, or can they be sent in paper form but printed?</p>	<p>The rules for submission of the expression of interest are detailed in section 11 of the Call for expression of interest. Applications and all documents must be submitted in 3 (three) copies (one original clearly identified as such, plus two copies, and an electronic copy on USB stick) and signed by the person authorised to enter into legally binding commitments on behalf of the applicant organisation. This applies also to the Annexes, i.e. they do not need to be handwritten but one original of each Annex must be signed handwritten/blue ink by the person authorised to enter into legally binding commitments on behalf of the applicant organisation, plus two copies, and an electronic copy on USB stick.</p>
12	19/04/2024	24/04/2024	<p>The call (section 6) provides as follows:</p> <ul style="list-style-type: none"> - “applications should include the provision of appropriate supporting documentation providing the commitment of the consortium of private partners to cover the share of the total cost of the ownership of the 	<p>Thank you very much for your question. Please note that it needs to be distinguished between the financial commitment letter and the responsibility for the implementation of the project on the one hand and role of the Hosting Entity acting as coordinator on behalf of the</p>

			<p>EuroHPC industrial-grade supercomputer that is not covered by the Union Contribution”;</p> <p>- “partners are jointly responsible for implementing the action resulting from the awarded hosting agreement”.</p> <p>The Hosting Agreement (art. IV.3(2)) states that “in case of a hosting consortium, only the Hosting Entity will be fully liable towards the EuroHPC Joint Undertaking for the performance of the Agreement.”</p> <p>Is Annex 3 to the call (“Commitment Letter”) required to be executed collectively by the consortium or could each partner execute it individually, undertaking to commit only its portion of the economic costs? Are both options viable?</p> <p>The Hosting Agreement (art. IV.3(2)) states that “in case of a hosting consortium, only the Hosting Entity will be fully liable towards the EuroHPC Joint Undertaking for the performance of the Agreement.”</p>	<p>consortium towards the EuroHPC JU on the other.</p> <p>Section 6 of the Call for expression of interest sets out the eligibility criteria. In section 6 d) it is explained that in order to be eligible, applications should include the provision of appropriate supporting documentation proving the commitment of the consortium of private partners to cover the share of the total cost of ownership of the EuroHPC JU industrial-grade supercomputer that is not covered by the Union contribution as set out in Article 5 of the Regulation or any other Union contribution as set out in Article 6 of the Regulation. The consortium members need to commit to cover their share of the CAPEX and 100% of the OPEX for the whole lifetime of the system of the industrial-grade supercomputer that is not covered by the Union contribution. As set out in Annex 3, the commitment has to be done in the name of the consortium of private partners which are jointly responsible for implementing the action (see section 6 of the Call for expression of interest). However, the financial commitments can be split into individual commitments and commitment letters of partners, subject to the condition that these individual commitments together cover the total share of the CAPEX which is not covered by Union contribution and 100 % of the OPEX.</p> <p>Article IV.3(2) of the Hosting Agreement concerns the liability of the Hosting Entity for the performance of its obligations under the Hosting Agreement which will be concluded with the</p>
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