



**HOTĂRÂREA**  
**Consiliului de Administrație al**  
**Regiei Autonome „Aeroportul Transilvania” Tîrgu Mureș**  
**nr. 22 / 14.07.2017**

Consiliul de Administrație al Regiei Autonome „Aeroportul Transilvania” Târgu Mureș (denumit în cele ce urmează Aeroportul),

Întrunit azi, 14.07.2017, în ședință ordinară, în urma convocării din partea Președintelui Consiliului de Administrație – administrator executiv prin Dispoziția nr. 145 /03.07.2017.

Având în vedere dispozițiile cuprinse la art. 18, 19, 29, 30 din Anexa nr. 1 la Hotărârea Consiliului Județean Mureș nr. 25/2012, REGULAMENTUL DE ORGANIZARE SI FUNCȚIONARE al Regiei Autonome „Aeroportul Transilvania” Târgu Mureș așa cum a fost modificată de H.C.J.M. nr. 117/27.09.2012 și completată de H.C.J.M. nr. 161/20.12.2012, H.C.J.M. nr. 95/29.06.2017, corelate cu dispozițiile art. 1 alin. (2) din Contractul de mandat nr. 11101/07.06.2016, clauzele contractelor de mandat ale membrilor consiliului de administrație al întreprinderii publice, precum și cu Hotărârea Consiliului de Administrație nr. 6/26.06.2012 cu completările și modificările ulterioare,

În urma dezbaterilor,

**HOTĂRĂȘTE:**

- Art.1.** Se aprobă contractul de colaborare (project agreement) încheiat între R.A. Aeroportul „Transilvania” Tîrgu Mureș și Slot Consulting având ca obiect proiectul Airport IQ , conform Anexa nr. 1 la prezenta.
- Art.2.** Prezenta hotărâre va fi dusă la îndeplinire de către dl. Peti Andrei – Președintele Consiliului de Administrație.

Președintele Consiliului de Administrație

PETI ANDREI  
Președintele  
Consiliului de  
Administrație  
Nr. 1



Nr. 36 / 03.07.2017

## Project Agreement (PA)

### For Tîrgu Mures Transylvania Airport by Slot Consulting

**Effective Date:**    /    / 2017

<b>Document Owner:</b>	Slot Consulting
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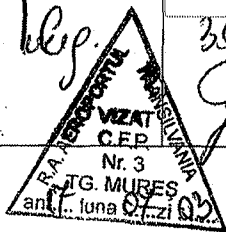
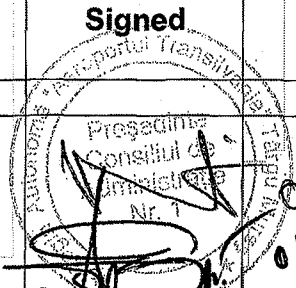
**Version**

Version	Date	Description	Author
0.11	28/06/2017	Project Agreement	Roland Guraly

**Approval**

*(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)*

Approvers	Role	Signed	Approval Date
Slot Consulting	Project Coordinator		
Tîrgu Mures Airport	Project Test Airport		
Mr. Andrei PETI	Chief Executive Officer		03.07.2017
Mr. Tomi BACEANU	Chief Operations Officer		03.07.2017
Mrs. Luminita GHERENDI	Chief Economic Officer		03.07.2017
Mrs. Rebuca MARGINEAN	Legal counsellor		30.06.2017
Mrs. Daniela ROTAR	Preventive Financial Control		



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## 1 Agreement Overview

This Agreement represents a Project Agreement ("PA" or "Agreement") between Slot Consulting (SLOT) and Tirgu-Mures Transylvania Airport (TGM) for the provisioning of IT services during a testing period of the AirportIQ solution.

This Agreement is valid during the lifetime of the Airport IQ project, e.g. till the 31<sup>st</sup> of December 2017. This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

## 2 Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide an administrative framework for the sub-project with Tirgu-Mures Transylvania Airport (TGM)

The **goal** of this Agreement is to obtain mutual agreement for adapting Airport IQ to the local TGM needs and to perform sufficient tests to measure the capabilities of the system for possible further implementation.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision.

## 3 Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this PA:

**Project Coordinator (Service Provider):** Slot Consulting (SLOT) coordinator of the Airport IQ SME instrument project co-financed by the European Union. (Grant Agreement number: 673887), with registered office in 1186 Budapest, Csath Geza u. 1/D, Hungary, reg. no.: 01 09 696192, VAT number HU 126-38932, bank account no. HU08. 101038814524920001000306, legally represented by Roland Guraly, General Manager

**Project Test Airport (Customer):**

Tirgu-Mures Transylvania Airport (TGM), with registered office in Vidrasău locality, Ungheni town, Mureș county, Reg. of Comm. (O.R.C.) reg. no.: J26/261/1998, VAT number 4276000, bank account no. RO 78RNCB0188034965270001, opened at B.C.R. Târgu Mureș, legally represented by Mr. Andrei PETI – Chairman of the Board, Chief Executive Officer and Mrs. Luminita GHERENDI, Chief Economic Officer .

## 4 Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice.

The **Business Relationship Manager** (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required. The Business Contact Person will be in charge to initiate changes from the customer side and to negotiate the changes proposed by the provider.

**Business Relationship Manager from SLOT:** Roland Guraly, project coordinator, Slot Consulting Ltd.

**Review Period:** Bi-Yearly (6 months)

**Previous Review Date:** -

**Next Review Date:** 01-12-2017

**Business Contact Person from TGM:** Andrei PETI, Chairman of the Board, Chief Executive Officer, Tirgu Mures Transylvania Airport

## 5 Testing Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

### 5.1 Service Scope

The following Services are covered by this Agreement;

- Adapting the current Airport IQ solution to the needs of TGM.
- Provision of a system as a Software as a Service (Saas) for a testing period for a limited number of days and flights (to be defined in the appendix.)
- Provision of additional hardware infrastructure to the existing airport one which is necessary for the system operation.
- Continuous training to use the system.
- On site or remote permanent support during the testing periods.



## 5.2 Testing Airport Requirements

**TGM** responsibilities and/or requirements in support of this Agreement include:

- TGM will ensure that SLOT can make the tests at the test airport site by providing operative personnel to use the system (to be defined in the appendix) and access to the apron for the SLOT team during the test days, based on prior written request followed by an ID card copy for each participant
- TGM will give SLOT the access to the necessary information and data to accomplish the tests.
- TGM accepts that the information provided by the system are for testing purposes only and remains responsible for the quality and accuracy of the data and information either provided to the system or used internally or towards third parties from the system.
- Reasonable availability of TGM representative(s) when resolving a test or service related incident or request.

## 5.3 Project Coordinator Requirements

**SLOT** responsibilities and/or requirements in support of this Agreement include:

- Prepare a test plan and agree on it by TGM.
- Execute the test plan with the cooperation of TGM.
- Do reports and analysis on the basis of tests and to provide recommendations to TGM on how and to which extent Airport IQ could be implemented in TGM.
- Making the best efforts to maintain all the agreed activities by Airport IQ during the lifetime of the project to TGM.

## 5.4 Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

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## 6 Service Elements

Airport IQ will cover the following service to TGM:

### 6.1. Passenger handling support

Airport IQ will enable TGM to perform the following activities:

- Information from flight and turnaround status delivered to mobile devices of selected passenger handling team members.

### 6.2. Airside timely updates

Airport IQ will enable TGM to perform the following activities:

- A detailed view on the changes in status of the aircraft (such as AIBT, TOBT, AOBT, etc.)
- Potential support in reporting of the handling of the aircraft.
- Providing an initial version of a resource management at the apron.
- Provision of a solution enabling a quicker and more efficient decision making on aircraft handling and other related turnaround activities.
- Better communication among staff members will be possible.
- Information from flight and turnaround status delivered to mobile devices of selected passenger handling team members.

## 7 Terms and Conditions

Airport IQ is a project co-financed by the European Union. Within this project SLOT tests the Airport IQ system in a live environment, among other airports at TGM. During the project test period, SLOT provides the Airport IQ service to TGM free of charge. For additional activities or for extending the contracts, fees may apply, which should be negotiated by the Parties jointly, in consideration of the law for public procurement procedures. For the implementation of the testing environment of the system at TGM certain costs may arise (hardware costs, integration costs with other system providers, etc.). The project might finance these infrastructure costs and activities, if they are jointly considered as necessary to perform the tests at the airports. The costs for this kind of activities, should be detailed in the appendix.



SLOT provides related activities only to an extent agreed during the development phase with TGM. New activities or modification should be raised by TGM first and then in case of agreement with SLOT, an update can be developed and implemented.

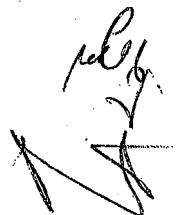
During the project phase SLOT provides the Airport IQ service on "best effort", "as available" bases. SLOT takes no warranty or liability for the service during the test period.

## 8 Confidentiality

The Airport IQ system is meant to become a commercial product in the future, so the communication on functionality, capability and other characteristics of the system should only be done by SLOT unless agreed otherwise. TGM should take care that its employees treat and use Airport IQ in a confidential manner.

SLOT will make sure that data from TGM is treated in a confidential manner according to agreed protocols. The employees of SLOT and other experts working within the Airport IQ project will not use any information or data received from TGM for a purpose which is different from the testing of the system at the TGM environment. Any use of any data or information received or gained from the airport will be handled according to the instructions of TGM.

Upon the expiry or termination of this Agreement for any reason, each party shall return to the other party or destroy any and all Confidential Information of the other party then in its possession or control and will not retain any copies of the same other than as required by law or regulatory requirements, and solely for the purposes and duration required by such regulations.





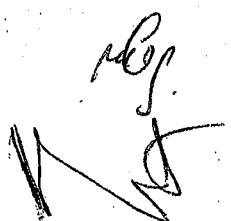
## Appendix 1 – Compensation for Test Service

SLOT will compensate the effort of TGM during the test process. Costs of TGM mainly arises from the cost of the staff taking part in the test processes.

Slot will pay TGM 7,000 EUR to compensate the associated costs. This costs partially covers the personnel effort from the operational experts taking part in the trials and the planning and training events. This would mean approximately 5-6 mandays for approximately 3-4 operational staff. The costs also cover the infrastructure cost of the airport facilities used for the tests.

When the tests are successfully finished, SLOT and TGM will sign a test accomplishment report and TGM will submit a related invoice to SLOT with the amount defined as above, and SLOT will make the payment within 30 days.

In consideration of clause 7 Terms and Conditions, for the implementation of the testing environment of the system, SLOT will finance and give free of charge access to TGM hardware, software, etc. in a total amount of approximately 1000 EUR as a direct access and will execute integration, development activities and access to the Airport IQ system.



## Appendix 2 – Testing Activities

Unless otherwise agreed the testing period is from 30<sup>th</sup> June 2017 till 1<sup>st</sup> of December 2017. During the testing days in this period SLOT asks TGM to perform all the activities covered by Airport IQ in parallel in the current legacy system as well.

The operative personnel to train and using the system from TGM are:

Mr. Toni BACEANU – Chief Operational Officer  
Mrs. Marinela SANTEAN – Passenger handling supervisor  
Mr. Florin HADAREAN – Turnaround coordinator  
Mr. Adrian DIMA – IT expert  
Mr. Claudiu SUTEU – passenger handling expert

The proposed steps for the tests:

- Discussion and signing of the agreement
- Meeting with the turnaround coordinators and demonstrating the system in an apron environment
- Access to certain information on test flights
- Availability of a team of approximately 4-6 handling experts (turnaround coordinators, passenger handling expert, supervisor/performer of a certain handling activity: e.g. passenger stair/bridge driver, baggage packer, etc.) for training and for approximately three times for one day tests of the system in an operational environment and in addition approximately 2-3 meeting and training events.
- Common Analysis of the system and the test results.

