

# **REQUEST FOR PROPOSAL**

## **Liaison Officer - European Subsea Cables Association (ESCA)**

### **Summary**

With the intent of maintaining our presence in European, UK and adjoining waters as the primary organisation for the promotion of marine safety and awareness of information concerning submarine cables, the European Subsea Cables Association (ESCA) announces its interest in receiving proposals for the position of a Liaison Officer or Officers. The Executive Committee (EC) of ESCA wish to appoint a Liaison Officer or Officers to manage the interface and liaison between ESCA and European Governments, UK Government, NGOs, External Organisations and other seabed users. Supplementary information regarding ESCA is provided in Annex 1 to this Request for Proposal.

### **Position Objectives**

ESCA is in search of a Liaison Officer or Officers who will be responsible for all external liaison for ESCA. The Liaison Officer will be the “face” of ESCA to outside organizations and represent ESCA’s interests in various meetings, workshops and conferences as and when required. The Liaison Officer will work closely with the elected ESCA EC, Secretariat and Director, including the elected Chair, Vice Chair and sub group Chairs, to assist in determining the overall strategic direction of ESCA.

The Liaison Officer(s) will take a holistic approach to liaison, acting as an interface between industry, Governments, regulators and other stakeholders and will actively promote the interests of the cable sector, noting that although there would be a strong emphasis on dealing with environmental regulators, this would need to be balanced with other work related priorities, as indicated by the EC or through other activities.

The Liaison Officer will be expected to provide regular reports to the ESCA EC and at ESCA’s bi-annual Plenaries.

The complete Terms of Reference for the Liaison Officer role is provided at Annex 2.

### **Proposal Requirements and General Guidance**

The Liaison Officer position should be provided by an individual or individuals. Furthermore, it is expected that ideally the Liaison Officer(s) will be well experienced, recognized, and respected within the submarine cable industry. Candidates who now work for, or have worked for, undersea cable operators, suppliers or have held government positions related to the industry would be well suited to this position. The candidate(s) must be able to work with a diversity of members and outside organizations and have excellent interpersonal skills. The candidate(s) should have strong communication skills, both written and oral, and be willing to make presentations to large audiences.

Candidates responding to this RFP should include:

1. A cover letter describing how they are suited to the position.
2. Their most recent CV.
3. Two references which can describe their experience and suitability for the position.
4. Evidence of any papers written or presented at industry meetings and/or consortia.
5. Details of any memberships of professional organizations and certifications held.
6. Details of any experience of working with Governments, NGOs and other relevant organisations.
7. Proposed annual rate for performing the work described in Annex 2.

ESCA will put greater weight on those candidates that have a proven track record and understanding of cable protection for submarine cables, however, candidates in other related disciplines with strong managerial and communications skills are encouraged to apply.

## **Programme**

- Notice of intention to submit a proposal must be received by the ESCA EC no later than 28<sup>th</sup> June 2019.
- Any questions regarding this RFP must be submitted by 5<sup>th</sup> July 2019.
- Questions and answers will be forwarded by 2<sup>nd</sup> August 2019 to all candidates who submitted a notice of intention.
- All completed Proposals must be received by the ESCA EC by 1700 hours GMT on 30<sup>th</sup> August 2019.
- Individual interviews will be scheduled during September 2019.
- The ESCA EC will inform each of the candidates in writing of its decision by 27<sup>th</sup> September 2019.
- The successful candidate(s) will be expected to take-up the position of ESCA Liaison Officer by 29<sup>th</sup> November 2019.

## **Submission of Proposals**

All responses should be sent via email to the ESCA Secretary at [secretary@escaeau.org](mailto:secretary@escaeau.org). Please ensure that reference to the ‘Liaison Officer’ role is included in the header of the email.

*NB: Email attachments must be in MS Word or PDF format.*

**ESCA Chairman  
On behalf ESCA Executive Committee**

## **ABOUT ESCA**

ESCA is a not-for-profit organisation of submarine cable owners, operators and suppliers and is primarily aimed at promoting marine safety and protecting cable installations in European and surrounding waters. It promotes the subsea cable sector for both telecommunications and power, including interconnectors and renewable offshore energy

ESCA has its EC supported by Sub Groups of Members for industry wide issues, and Regional Sub Groups of Members representing areas with the geographical boundaries of ESCA, so that issues affecting several member countries due to regional concerns, can be dealt with most appropriately.

The principal goal of ESCA is the promotion of marine safety and the safeguarding of submarine cables from man-made and natural hazards, including:

- Serving as a vehicle for the exchange of technical and legal information pertaining to submarine systems without compromising the commercial and market aims of individual companies.
- Liaising with all relevant parties affected by the installation and operation of submarine cables in European and surrounding waters.
- Funding of projects which are agreed to be beneficial for the protection of submarine cable systems.
- Participation in relevant industry expositions, meetings and technical conferences.
- Facilitating the design and production of promotional materials.
- When appropriate, appointing one or more of its members to represent ESCA's interests at forums.

Further information regarding ESCA can be found at: [www.escaeau.org](http://www.escaeau.org)

## **TERMS OF REFERENCE**

### *DURATION OF THE AGREEMENT*

This Agreement shall commence on (X) November 2019 and continue for an initial period of two years or until terminated by either party on not less than six months' written notice to the other unless the Termination provisions apply.

### *ROLE BASIS*

This is a part-time role, with the expectation that the successful candidate will undertake sufficient working days to complete the agreed scope of work. The minimum annual number of working days to perform the role is estimated at a minimum of 70 days, and very likely to exceed this amount dependant on the level of focus required on European activities. This is to be agreed with the successful applicant. This number of days would be split between the work load for the European activity and the UK activity. This would allow either a single candidate to undertake both aspects of the role, or for two people to support the overall role with one taking European and one taking UK work.

### *RENUMERATION*

#### Service Fee

An annual service fee will be agreed to cover all work as described in the RFP. Timesheets will need to be completed and candidates should also indicate the likely day rate charge for any additional work required that would exceed the number of days agreed to complete the scope of work, as may arise from time to time from discussion with and/or direction from the EC.

#### Third Party Meeting Attendance Fee

Attendance at third party meetings, other than those already agreed, and conferences authorized by the ESCA EC will be reimbursed at an additional agreed fee determined for each meeting.

#### Fee Increases

Fee increases will be negotiated and determined periodically as approved by the Executive Committee. An annual review by the EC is planned.

#### Expenses

The following reasonable expenses shall be reimbursed on a cost incurred basis:

- Economy Class or equivalent travel, all mileage will be paid at prevailing HMRC rates.
- Hotel and subsistence costs.
- Other costs and expenses, as agreed by ESCA on a case-by-case basis.

## **TERMINATION**

In the event of the Liaison Officer failing to perform their duties to the satisfaction of the ESCA EC, ESCA may terminate this Agreement without further notice provided that the Liaison Officer has been informed in writing by ESCA of the reason(s) for failure and such individual has previously been given

one calendar month to remedy the situation. This will have been supported by periodic performance review.

#### *LOCATION AND FACILITIES*

The Liaison Officer shall provide all facilities and equipment (computers, printers, etc) to conduct the work as outlined. The Liaison Officer will define a dedicated base location for conducting the work.

#### *AUTHORITY*

The Liaison Officer shall operate under the authority of the ESCA EC for all of the services provided under this Agreement.

#### *LIABILITY*

With the exception of personal injury, death or fraud attributable to its negligence, ESCA shall not be held liable for any loss or injury sustained by the Liaison Officer, howsoever caused, under or in relation to this Agreement. For the avoidance of doubt, ESCA's aggregate liability to the Liaison Officer under this Agreement shall be limited to payment of fees and expenses as detailed above.

Neither party shall be liable to the other for any special, indirect or consequential losses, damage or expenses; howsoever such may arise under or in connection with this Agreement.

#### *CONFIDENTIALITY*

All information remains the property of ESCA and shall not be disclosed to any third party unless with the agreement of the Executive Committee.

#### *RELATIONSHIP*

Nothing contained herein shall be construed as constituting an employment relationship or partnership and the provisions of the United Kingdom Employment Protection (Consolidation) Act 1978 shall not apply.

#### *GOVERNING LAW*

The interpretation, validity and performance of this Agreement shall be governed in all respects by the laws of England. In this context ESCA and the Liaison Officer hereby submit to the exclusive jurisdiction of the English Courts.

## **SCOPE OF WORK**

The Liaison Officer shall provide the following services in support of ESCA:

1. Organise, manage, attend and report back to ESCA on meetings with Government and other regulatory and legislative bodies or entities, as required.
  - a. Relevant European Government Departments (This is still in its shaping phase)
  - b. Relevant UK Government Departments (this list is not exhaustive and may be added to or reduced as required by the ESCA EC):
    - i. The Crown Estate
    - ii. Marine Management Organisation (MMO)
    - iii. Marine Scotland
    - iv. MCU Wales/NRW
    - v. Daera and DETI Northern Ireland
    - vi. Department of Environment, Food and Rural Affairs (DEFRA)
    - vii. Department of Business, Innovation and Skills (DBIS)
    - viii. Department of Culture, Media and Sport (DCMS)
    - ix. Department of Energy and Climate Change (DECC)

In undertaking the above activities, take into account changes in the way that the Devolved Administrations work and the agencies which undertake their work, such as Marine Scotland, Crown Estate Scotland, Natural Resources Wales etc.

- c. Non-Government Organisations (NGOs) in terms of both European and UK.

For UK activities this includes:

- i. Wildlife and Countryside Link (WCL)
- ii. RSPB
- iii. OSPAR
- iv. JNCC/other conservation bodies (such as Natural England and the like)
- v. IFCAs

For European activities, this is an ongoing definition and will vary regionally

- d. SUDG and other similar external organisations
2. To identify key issues and to bring them to the attention of ESCA and other entities in the industry.
3. To indicate what ESCA's goals and targets should be for future years and how these will be achieved and measured.
4. Represent ESCA at conferences and 3<sup>rd</sup> Party meetings as requested by the ESCA EC.
5. Work with the ESCA Chair and Vice Chair, Sub-Group Chairs, EC and Secretary to assist with attendance at meetings where extra input from ESCA is required.
6. Undertake other appropriate responsibilities as may be directed by the ESCA EC.
7. Provide the ESCA EC with a monthly report on activities during the preceding month.

8. Provide reports on specific subjects at the request of the EC.