

# ANNEX C

## TERMS OF REFERENCE

For the Provision of Red Hat Subscription Services

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## 1 INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) is the international organization setting up the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (hereinafter referred to as the “Treaty” and/or the “CTBT”), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosion.

The Treaty provides for a global verification regime, including a network of stations worldwide, a communications system, an International Data Centre, and on-site inspections to monitor compliance. More information can be found at [www.ctbto.org](http://www.ctbto.org)

## 2 SCOPE OF WORK

The scope of the work under the Contract is:

- a) to obtain the Red Hat subscriptions specified in these Terms of Reference (ToR), in accordance with the applicable Red Hat subscription model;
- b) to ensure that all the Commission’s Red Hat Subscriptions are “co-terminated”; and
- c) to ensure that the Commission is properly licensed and fully complies with Red Hat’s Subscription model.

## 3 SUBSCRIPTION INVENTORY

The Contractor shall provide the Goods specified in the tables below:

### 3.1 Red Hat Subscription inventory (Firm)

<b>Ref</b>	<b>Description</b>	<b>Quantity</b>
3.1.1	Red Hat Enterprise Linux Workstation Standard	70
3.1.2	Developer Subscription for Teams	60
3.1.3	Red Hat Enterprise Linux Server, Standard (Physical or Virtual Nodes)	23
3.1.4	Red Hat Enterprise Linux for Virtual Datacenters Standard	42
3.1.5 <sup>1</sup>	Red Hat Enterprise Linux High Availability Add-On limited Guests	2
3.1.6	Red Hat Enterprise Linux High Availability Add-On Unlimited Guests	12
3.1.7	Red Hat Directory Server	4

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<sup>1</sup> The licenses shall be used on a 2 (two) node cluster comprising 3 (three) virtual machines. If the specified licenses are insufficient, the Bidder Contractor shall adjust the quantities accordingly and provide a written justification.

3.1.8	Red Hat Enterprise Linux Extended Life Cycle Support (Physical or Virtual Nodes)	13
3.1.9	Red Hat Enterprise Linux Extended Life Cycle Support (Unlimited Guests)	42
3.1.10	Technical account management services for Red Hat Platforms	1
3.1.11	Red Hat Enterprise Linux Server for HPC Head Node Standard (Physical or Virtual Nodes)	2
3.1.12	Red Hat Enterprise Linux Server for HPC Compute Node Self-support (Physical or Virtual Node)	6
3.1.13	Red Hat Learning Subscription Standard	3

The Contractor shall provide the requested Red Hat Subscriptions listed in this section, for a duration of three (3) years, commencing from 1<sup>st</sup> July 2026.

### 3.2 Red Hat Subscription inventory (Optional)

<b>Ref</b>	<b>Description</b>	<b>Quantity</b>
3.2.1	Extended Update Support	1
3.2.2	Extended Update Support for Unlimited Guests	1
3.2.3	Load Balancer	1
3.2.4	Red Hat AI Enterprise	1
3.2.5	Red Hat JBoss Web Server	1
3.2.6	Red Hat Runtimes	1
3.2.7	Red Hat JBoss Enterprise Application Platform	1
3.2.8	Red Hat OpenShift Container Platform Standard	1
3.2.9	Red Hat Quay, Standard	1
3.2.10	Red Hat Certificate System	1
3.2.11	Red Hat Ceph Storage	1
3.2.12	Red Hat OpenShift Virtualization	1
3.2.13	Red Hat Ansible Automation Platform	1
3.2.14	Red Hat AMQ	1
3.2.15	Red Hat High Performance Computing	1

If the Contractor feels that an important or necessary item(s) should be included/removed/modified, this shall be clearly indicated and, if required, included as an additional item with a written justification or explanation.

## 4 SERVICES

### 4.1 Compliance with Red Hat's Subscription model

The Contractor shall ensure that the Commission remains fully compliant with the applicable Red Hat Subscription model and shall take all necessary measures to achieve and maintain such compliance.

Upon the Contract's entry into force, the Contractor shall provide the Commission with a report on the current state of compliance and any associated risks. The report shall cover all Red Hat Products and systems in use by the Commission and shall demonstrate that all necessary Red Hat Subscriptions have been duly provided. The report shall also list all unused subscriptions and any overutilized subscriptions or non-compliance in the most timely and cost-effective manner, in accordance with the terms and conditions of the Contract.

Under this task, the Contractor shall:

- (a) Manage the renewal of all relevant Red Hat Subscriptions of the Commission;
- (b) Ensure that the renewal complies with the relevant Red Hat Subscription model;
- (c) Highlight any risks or issues, including mitigation measures in case of discrepancies, risks, or non-compliance;
- (d) Create a comprehensive annual schedule that includes specific goals and benchmarks divided into monthly plans as part of non-compliance mitigation;
- (e) Ensure that renewals are completed in a timely and cost-effective manner before the expiry date of the related Red Hat Subscriptions;
- (f) Provide advice on the most efficient way of licensing all the Commission's infrastructure; and
- (g) Ensure all Red Hat products supplied to the Commission are currently supported and the latest available versions to ensure security, stability, and full vendor support.

## 5 OPTIONAL SERVICES

### 5.1 Purchase of new Red Hat Subscriptions

- 5.1.1 During the duration of the Contract, the Commission has the right, but not the obligation, to issue individual Formal Requests for Delivery (FRD) for the purchase of additional Red Hat subscriptions.
- 5.1.2 This shall include increases in quantities of the subscriptions listed in Section 3 (Subscription Inventory) of this ToR, including the optional items, as well as the purchase of other Red Hat subscriptions or successor products within the Red Hat portfolio that are of the same nature and fall within the scope and objectives of this Contract.
- 5.1.3 Upon request by the Commission through a Formal Request for Delivery (FRD), the Contractor shall procure from Red Hat and register the appropriate type and quantity of Red Hat Subscription in accordance with the applicable Red Hat Subscription model and the requirements specified in the FRD.
- 5.1.4 Where applicable, the Contractor shall ensure that any newly acquired Red Hat Subscriptions are registered with Red Hat such that their validity period is aligned with and terminates on the same date as the other Red Hat subscriptions owned by the Commission.
- 5.1.5 The Contractor shall also provide advisory services on technically and/or economically advantageous subscription configuration models.

## 6 LICENSING

Usage of and support for all Red Hat Subscriptions and Products in the Commission's Red Hat Account shall be governed by the Enterprise Agreement (EA) concluded between Red Hat and the Commission on 28 July 2010, which can be made available to the Contractor upon request.

## 7 INTERACTION WITH THE COMMISSION

- 7.1.1 The Commission shall provide the details of its technical point(s) of contact to the Contractor upon the entry into force of the Contract.
- 7.1.2 The Contractor shall provide details of its support ticketing system and configure access for the Commission's technical personnel, details of which shall be provided after entry into force of the Contract.
- 7.1.3 Any changes to the details listed in 7.1.2 throughout the duration of the Contract shall be notified in writing to the Commission's technical point(s) of contact.
- 7.1.4 Unless otherwise instructed by the Commission, the summary report and any other technical documentation shall be submitted in electronic format to the Commission's technical point(s) of contact.

## 8 CONTRACT PERIOD AND PLACE OF PERFORMANCE

- 8.1.1 The duration of the Contract for the provision of Goods and Services shall be three (3) years, commencing on 1 July 2026. The Commission has the right, but not the obligation, to request two (2) optional extensions of one (1) year each, under the same terms and conditions as specified in the Contract.
- 8.1.2 The place of performance shall be the Contractor's place of business, with services performed remotely.

## 9 REQUIREMENTS FOR THE CONTRACTOR

- 9.1.1 The Contractor shall be a certified Red Hat partner at the "Premium" level or better and shall be able to provide the Red Hat Subscriptions required in this ToR.
- 9.1.2 The Contractor shall have the proper authorizations from Red Hat to resell the requested Red Hat Subscriptions to the Commission.
- 9.1.3 The Contractor shall provide documented proof of meeting requirements 9.1.1, and 9.1.2 e.g., a copy of certificate(s) of partnership. Throughout the duration of the Contract, the Contractor shall notify the Commission in writing immediately of any change to its partnership status with Red Hat. The Commission reserves the right to request the relevant status certificate(s) from the Contractor at any time during the Contract's implementation at no extra cost to the Commission and to verify this status with Red Hat.
- 9.1.4 The Contractor shall provide evidence that it complies with the requirements of Red Hat, in particular, but not limited to the requirements of the "Co-Termination" support model.

- 9.1.5 The Contractor shall perform the services in conformity with standard professional practices, using qualified personnel and in strict accordance with the Contract.
- 9.1.6 The Contractor shall provide English-speaking technical support staff and technicians. All communications with the Commission, verbal and/or written, shall be conducted in the English language.

## 10 RISK MANAGEMENT

- 10.1.1 The Contractor shall provide an updated, thorough risk assessment plan at the commencement of the Contract to identify potential risks that could impact the successful execution of the implementation activities outlined in these Terms of Reference.
- 10.1.2 Risks may include, but are not limited to, technical challenges, changes in project requirements/scope, resource constraints, schedule delays, integration difficulties, and third-party software dependencies. The risk assessment plan should be consistently updated, aligning with the delivery of project milestones or significant accomplishments.
- 10.1.3 Upon the project's satisfactory completion, the Contractor shall conduct a final review of the initially identified risks. Risks that have been effectively mitigated or did not materialize should be officially closed, accompanied by appropriate documentation.
- 10.1.4 The insights gained from the risk management process should be methodically documented and shared with the client, thereby contributing to the knowledge repository for forthcoming similar projects.