

Information Notice, applicable to the European open tender for InSAR based deformation service for the Dutch built environment (2026), Reference WS2916555872, dated 16-02-2026

Date : 12-3-2026			
No.	Section nr. / subject	Questions Tenderer	Answers TNO
1		TNO requires the Tenderer to acquire SAR imagery for this project, specifically with TNO as license holder. Due to the set specifications, the only realistic option is TerraSAR-X. The SAR imagery acquisition market is a market with a strong 'partnership model'. Concretely, this means that the partner who procures the highest volume with TerraSAR-X/Airbus has the best price. A second consequence is that the tender will be decided on price rather than on quality of the delivered services. Next to this, there is the possibility that one of the Tenderers is already in possession of the images, giving an unfair advantage. Is TNO aware of the fact that this highly restricts the amount of Tenderers and therefore will distort the competitive landscape for this tender?	TNO would like to clarify that the tender documentation does not prescribe the use of a specific satellite or data provider. As a starting point TNO has designed the tender in accordance with the principles of transparency, proportionality and non-discrimination. The technical specifications are defined in functional and performance-based terms, allowing Tenderers to propose suitable solutions that meet the stated requirements. TNO is not (nor wants to be) in a position to assess or anticipate how individual Tenderers, whether or not already in possession of SAR data, structure their bids or what commercial arrangements they may have in place with data providers. Such considerations form part of the Tenderers' own commercial and technical responsibility. The evaluation methodology as published in the tender documents will be applied uniformly to all valid submissions.
2		Considering the question above and considering TNO wants to be the end license holder, we propose that TNO will procure the images for this tender. This will result in a level playing field for all providers, as well as a fair scoring on price vs. quality. Are you open to this solution?	As stated in the tender documentation, the responsibility for acquiring the required SAR imagery, in accordance with the specified licensing conditions, rests with the Tenderer. TNO trusts that the current setup provides scope for fair competition and does not see grounds to adjust the tender conditions. TNO therefore confirms that the tender procedure will remain unchanged.
3		Could you confirm whether data updates are required throughout the 5-year contract period, or whether the requirement is just for a static repository of the historical analysis (2015-2025)?	It is not clear to TNO which requirement this question is referring to, however, the tender requirements TNO finds relating to this question can be interpreted as follows. TNO wants the static repository of the historical analysis (2015-2025) following all the requirements concerning the data processing and in the following 5-years TNO does not require new additional processing. The entire of the data should be processed in the beginning of the project realisation, however, the portal and the building reports will follow with iterations until the 5-year contract period (see Requirement 8.1.58 of the Procurement guide).
4		Could you clarify your expectations of requirement 8.1.25 on time series accuracies per measurement point?	TNO has intentionally left the accuracy requirement (8.1.25) open for methodological proposals, in line with Preference 8.2.2.3 of the Procurement Guide. Tenderers will therefore be evaluated on the soundness, transparency, and justification of their proposed approach. No fixed numerical threshold is prescribed. Instead, Tenderers are expected to provide a well-founded, method-appropriate description of uncertainty that is suitable for the intended application. TNO's expectations for time-series accuracy relate to how accuracy is understood in the context of mining-induced damage. Tenderers may, for example, propose per-epoch (per-time-step) measurement accuracy, trend-level accuracy (e.g., velocity is already a requirement), structural or building-related accuracy metrics, or a combination of these. TNO also acknowledges and welcomes approaches that include full variance–covariance propagation, provided that the chosen methodology is explained clearly and remains aligned with the project objectives.
5		The requirement for TNO as a licence holder will lead to increased cost per image for TNO and favour tenderers that procure the highest volume of commercial image and have existing operations in this area, rather than on the quality of delivered services. Would TNO consider alternative image procurement strategies to ensure the tender is competitive?	TNO would like to reiterate that the tender documentation has been designed in accordance with the principles of transparency, proportionality and non-discrimination, and does not prescribe a specific satellite, data provider or procurement model. As stated in the tender documentation, the responsibility for acquiring the required SAR imagery, including the associated licensing arrangements with TNO as end licence holder, rests with the Tenderer. TNO does not consider it appropriate or proportionate to intervene in or restructure market dynamics, pricing mechanisms or commercial volume arrangements that may exist between Tenderers and data providers. TNO therefore does not intend to consider alternative image procurement strategies as part of this tender. Tenderers are expected to submit competitive bids based on their own technical solutions and commercial arrangements, which will be assessed in accordance with the described assessment methodology and applied uniformly to all submissions.
6		It is not mentioned on the Guide the Delivery time for the required services since the Award date. Please specify how much time we will have to deliver the InSAR results and the Platform.	The Procurement Guide does not specify a fixed delivery time following the Award date, but Tenderers are expected to illustrate in their answer to Preference 8.2.1 the work in a time schedule, which could also address the Delivery time, because TNO asked for milestone timing. The proposed delivery timeline will be assessed as part of the quality evaluation, insofar as it is relevant to the tender requirements. Contractual delivery dates will be agreed with the successful Tenderer upon award.

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7	9 List of Annexes	In Annex C03, Section 12 (Background IP) it is stated that the Supplier shall grant TNO a right of use to the Supplier's Background IP insofar as the Performance is created using or requires such Background IP. In the context of satellite-based monitoring services, the Supplier's Background IP (Intellectual Property) may include proprietary elements such as processing chains, software tools, algorithms, and internal methodologies, which constitute core intellectual property and commercially sensitive know-how. Could TNO please clarify whether this clause is intended to grant TNO a right to use the project deliverables/results only, rather than requiring disclosure or transfer of the Supplier's proprietary Background IP (e.g., processing chains, algorithms, or software)?	TNO confirms that Annex C03, Section 12 (Background IP) is intended to ensure that TNO can lawfully use the deliverables and results of the Performance for their intended purpose, and not to require disclosure, transfer, or delivery of the Tenderer's proprietary Background IP. Where the Performance is created using or requires the Tenderer's Background IP, the clause provides TNO with a limited right of use in such Background IP only insofar as necessary to use the deliverables in accordance with the Agreement. Ownership of all Background IP, including proprietary processing chains, software tools, algorithms and internal methodologies, remains with the Tenderer, as provided for in the General Purchasing Conditions of TNO. For the avoidance of doubt, this right of use does not oblige the Tenderer to disclose, transfer, or make available its underlying proprietary systems, source code, algorithms, software, or commercially sensitive know-how, unless explicitly and separately agreed. This interpretation is consistent with TNO's acceptance of back-to-back licensing and with the principle that TNO requires only those rights that are strictly necessary for internal use of the deliverables, and does not require any rights to commercially exploit, resell, or sublicense the Tenderer's Background IP to third parties.
8		Regarding Requirement 8.1.7: "The AOI is provided via a shapefile. The Tenderer shall confirm coverage completeness and the results of the full tracks shall be provided". The "full track" term is a bit confusing, does this requirement imply that all frames intersecting the AOI are to be processed, and that all resulting measurement points must be delivered, including those located outside the defined AOI?	The term "full track" indeed needs clarification. Because the procurement leaves the choice of SAR mission open (X band, ≤5 m spatial resolution), different missions have different acquisition modes and ground coverage footprints. The term "full track" refers to the full extent of the SAR scene (frame/strip/spotlight scene) that the Tenderer selects to cover the AOI must be processed in its entirety, not cropped to the AOI boundaries. Must all frames intersecting the AOI be processed? All frames that the Tenderer selects to cover the AOI must be fully processed, including the portions of those frames that extend outside the AOI. However, this does not mean that you must purchase every frame that merely touches the AOI. It means that according to Preference 8.2.2.1 and points of attention, the Tenderers should propose mitigation strategies for possible limitations which can be e.g. minimising the number of scenes required because of elevated costs and then fully process those selected scenes. We do not prescribe the acquisition mode. It is possible, given the preference mentioned above, that Tenderers justify their choice by explaining e.g. (1) How the chosen mode minimises the number of scenes purchased while ensuring complete AOI coverage. (2) How two viewing geometries (ascending and descending) will be obtained for optimal curvature/tilt estimation (and other building metrics as may be proposed by the Tenderer), and when there is no overlap, how will that be expressed in terms of uncertainty of the derived building metrics (3) Why the chosen configuration is optimal for both cost and optimal deformation estimation.
9	2.5.2 Sending and grading Tender	According to Procurement Guide section 2.5.2, to participate on the bid, the Tenderers just need to submit Annexes from A01-04. Does this imply that no Technical Proposal needs to be prepared by Tenderers?	The Tender, under penalty of invalidity, must indeed consist of the Annexes A01 to A04. Within Annex A04 the Tenderer is asked: 'Reference in Tenderer's documentation where Tenderer states his answer to the Preferences'. The answers to the questions and therefore the compliance with preferences should be structured in the manner and order as specified in Section 8 and can be submitted using the Tenderer's own A4 format, subject to the aforementioned requirements. This means submitting Annexes from A01 to A04 including the answers to the Preferences is what TNO asked for. Whether the answers to the Preferences include "technical information" is up to the Tenderer.
10	6.1 Award Criterion: Lowest price	The Answer prepared for each Preference needs to be submitted in separate documents or all answers can be included in 1 single document ? If single documents are required for each Preference, is there a preferred naming system to be used?	The Procurement Documents do not prescribe whether the answers to the Preferences must be submitted in separate documents or in one single document. Tenderers may therefore include all answers to the Preferences in one single document, or submit them in separate documents, provided that the structure is clear and that each Preference can be easily identified. In doing so, Tenderers must of course comply with the applicable requirements set out in the Procurement Documents, including any maximum number of A4 pages per Preference, where specified. No preferred naming convention is prescribed. Tenderers are requested to use clear and consistent document titles and headings.

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11		<p>Following Question 2, requirement 8.1.16 states that the Supplier shall deliver a detailed and justified description of the georeferencing methodology used.</p> <p>The georeferencing methodology may include proprietary approaches, processing chains, algorithms, or internal methodologies, which constitute the Supplier's Background IP and confidential know-how.</p> <p>Could TNO please clarify whether the intention of this requirement is to provide a high-level description of the methodology sufficient to understand the approach and ensure traceability of the results, rather than requiring the disclosure of proprietary technical details or algorithms that form part of the Supplier's Background IP?</p> <p>Same concern applies to providing detailed descriptions of Requirement 8.1.17, 8.1.19, 8.1.20, 8.1.29,</p>	<p>TNO clarifies that the intention of Requirements 8.1.16, 8.1.17, 8.1.19, 8.1.20 and 8.1.29 is to ensure methodological transparency, not to obtain or access proprietary Background IP. We fully understand that suppliers may use proprietary processing chains, algorithms, or internal know-how as part of their commercial offering. TNO does not require disclosure of source code, trade secrets, or protected algorithmic implementations.</p> <p>What we do require is a high-level but technically meaningful description of the methodology sufficient for TNO to understand the steps applied, the assumptions made, the models and reference datasets used, and the rationale behind specific processing choices. This level of transparency is necessary to guarantee traceability, auditability, and scientific defensibility of the delivered results. It also ensures that, in the event of legal proceedings or the need for technical verification (for example, one year later, or in the case of supplier bankruptcy), TNO is able to explain and justify the processing approach and ensure continuity of operations.</p> <p>Importantly, the descriptions requested in these requirements, such as georeferencing approaches, DEM usage and residual height error estimation, atmospheric correction strategies, phase-unwrapping methodology, and geolocation/height accuracy estimation, can all be provided without revealing proprietary internal mechanics. A clear explanation of what is done, why it is done, and which assumptions, models and parameters are used is sufficient.</p> <p>TNO notes that according to Preferences 8.2.2.2 and 8.2.2.3 transparency is a point of attention and for this reason open-source methodologies are likely to be more transparent as they maximise reproducibility, long-term sustainability, and reduce dependence on opaque or vendor-specific implementations. Proprietary approaches remain acceptable, provided that their methodological outline, assumptions, and error characterisation are clearly documented to meet the project's transparency requirements.</p>
12		<p>Following question 2 and 6, the requirement 8.1.47 states that the Tenderer deliver a detailed technical report covering all processing steps, assumptions, selected configurations, and any proprietary methods applied, ensuring reproducibility and full understanding of the processing chain, as well as justification of the end-to-end methods used for PSI, DSI and the generation of Level-3 products.</p> <p>Supplier InSAR processing chain, algorithms, parameter configurations, and methodological implementations may include proprietary approaches and tools that form part of the Supplier's Background IP and confidential know-how. Could TNO please clarify whether the intention of this requirement is to provide a comprehensive technical description of the methodology and processing workflow sufficient to understand the approach and validate the results, rather than requiring the disclosure of proprietary algorithms, detailed configurations, or internal processing chain implementations that constitute the Supplier's Background IP? Same applies for requirement 8.1.48, 8.1.51, 8.1.52</p>	<p>TNO confirms that the intention of these requirements is to ensure methodological transparency and reproducibility, not to obtain proprietary algorithms, internal implementations, or Background IP.</p> <p>We fully understand that suppliers use proprietary PSI/DSI processing chains, tuning strategies, and tools. TNO does not require disclosure of source code, detailed algorithmic logic, or confidential technical designs. Instead, we require a high-level but complete technical explanation sufficient for TNO to: (1) understand the major processing steps, assumptions, models, datasets, and parameter classes used; (2) assess the scientific validity and robustness of the workflow; (3) verify uncertainties and QC procedures; (4) and guarantee long-term traceability, including in legal or audit scenarios, or if the supplier is no longer available. This means describing what is done, why it is done, and which assumptions and inputs are used, without revealing protected internal mechanics.</p>
13		<p>The requirement 8.1.16 states that "The Tenderer shall prototype the visualizer and agrees, at any point in time in the process of the contract realisation, to iterate and co-design with TNO as part of the implementation process."</p> <p>The Tenderer may rely on an existing visualization platform to implement the required functionalities in which minor new developments would need to be applied to integrate all TNO visualization requirements. Such platform constitutes the Tenderer's Background IP and proprietary software. Could TNO please clarify whether the intention of this requirement is to use the licence of the platform for the contract period rather than requiring the disclosure of technical details, architecture, or underlying code of the Tenderer's proprietary visualization platform?</p>	<p>TNO confirms that Requirement 8.1.16 is intended to ensure an iterative and collaborative implementation process for the visualizer, focused on aligning the delivered functionality with TNO's needs through prototyping, feedback, and refinement. The requirement does not imply an obligation for the Tenderer to disclose, transfer, or make available the technical details, architecture, source code, or underlying proprietary elements of an existing visualization platform that constitutes the Tenderer's Background IP.</p> <p>Where the Tenderer relies on an existing visualization platform, TNO's intention is that such platform may be used under an appropriate licence for the duration of the Contract, insofar as necessary to deliver and use the agreed visualizer and its functionalities. Ownership of, and rights to, the Tenderer's proprietary visualization platform and related Background IP remain with the Tenderer.</p> <p>Co-design and iteration are therefore understood as functional and user-oriented collaboration on the behaviour, features, and outputs of the visualizer, and not as a requirement to provide insight into or access to proprietary software components, unless explicitly and separately agreed.</p>
14	Contracting / licensing route (8.1.1 + 8.1.3) (procurement guide)	<p>Requirement 8.1.1 states the SAR imagery is "acquired by the tenderer", while 8.1.3 requires TNO to be the end user and license holder. Can TNO specify the intended contracting model with the data provider (e.g., direct EULA between TNO and the provider; reseller model; sublicensing), including: who signs the imagery license agreement, who is invoiced by the provider, and how the tenderer is legally permitted to process the data as contractor under that model?</p>	<p>TNO does not prescribe a single licensing model. The Tenderer is responsible for proposing a legally compliant structure that results in TNO being the end user and licence holder, while permitting the Tenderer to process the data as contractor.</p>

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15	Definition of “end user” and scope inside TNO (8.1.3)	Please define “TNO” and “end user” for 8.1.3: does the license scope include all TNO business units, locations, and employees, and does it also include affiliates/subsidiaries/joint ventures/spin-offs (if any)? If not included, please confirm how access is restricted in practice.	For the purposes of this tender, “TNO” refers strictly to the Netherlands Organisation for Applied Scientific Research (TNO) / Stichting Nederlandse Organisatie voor Toegepast-Natuurwetenschappelijk Onderzoek (TNO) as the contracting entity. The “end user” is TNO itself, meaning that the SAR data licence must be held by TNO, and TNO is the party authorised to use the imagery. If access is handled in accordance with the licence terms defined by the original data provider, TNO will comply fully with those terms. The tender concerns the processing work executed under contract. How TNO may use the data in the future, or for purposes beyond this tender, is not relevant to the Tenderer’s obligations. The Tenderer only needs to ensure that the licence is issued to TNO as end user and that the Tenderer has the processing rights necessary to perform the contracted tasks. If further clarification is required once the specific licence terms from the chosen provider are known, TNO can address this during contract finalisation.
16	Contractor/processor rights during execution (8.1.3)	Please confirm what rights the tenderer (and its subcontractors) will have to the SAR imagery during the contract, including: -copying to processing environments (incl. cloud), -creating working copies and backups, -QA/validation, -and use by staff not fully dedicated to the project (e.g., DevOps/security operations).	The Tenderer and its subcontractors may process the SAR imagery on behalf of TNO, including copying to processing environments, creating working copies and backups, QA/validation, and access by operational staff, insofar as permitted under the applicable licence and strictly for performance of the Contract.
17	Retention, deletion, and evidencing compliance	What are the required retention/deletion rules for the tenderer (and subcontractors) for SAR imagery and derived intermediate products: -deletion deadline after contract end, -whether secure archiving is allowed for audit/traceability, -and what evidence of deletion/compliance is expected?	Because this contract includes a multi-year visualiser and maintenance phase, TNO does not intend to impose a fixed “delete after contract end” deadline. Instead, deletion expectations will be tied to successful delivery and formal acceptance of all Level-2 and Level-3 products by TNO. After acceptance, the Tenderer (and subcontractors) shall retain only what is strictly necessary for licence-compliant secure archiving, such as for auditability, traceability, or verification during the warranty/acceptance window, subject at all times to the data provider’s licence conditions, which take precedence. No active or continued use of the SAR imagery or derived intermediate products by the Tenderer is permitted beyond what the licence explicitly allows. Evidence of deletion or compliance, if required, will be defined in alignment with the data provider’s licence terms (e.g., a written deletion statement or audit log). TNO does not require broader rights disclosure or future-use justification; TNO will handle all use of the imagery in accordance with the provider’s licence, and this is not of concern to the Tenderer. If needed, TNO can clarify the exact timing of the deletion/retention checkpoint during contract finalisation, once the data-provider licence terms are known.
18	Tenderer’s own (separate) licensing for non-TNO use	Requirement 8.1.3 states that “TNO shall be the license holder of the SAR imagery” and “the end user”. Please clarify whether this requirement prohibits or restricts the Contractor (and its subcontractors) from obtaining and retaining a separate license to use Level-1 products for the Contractor’s internal R&D and/or other commercial or non-commercial purposes, during the contract and/or after contract termination, provided that (i) TNO’s licensed data is segregated, (ii) no TNO confidential information is disclosed, and (iii) the data provider’s license terms are complied with. If not permitted, please provide the objective justification.	Requirement 8.1.3 does not prohibit the Tenderer from holding a separate licence for its own use, provided such licence is independent from TNO’s licence, data is segregated, no TNO confidential information is reused, and the data-provider’s terms are complied with.
19	Justification of restriction on market parties (fairness/proportionality)	TNO restricts market parties’ use of the imagery to “in context of this tender”, while TNO receives broad internal use under 8.1.3. Can TNO explain the objective reasons for this asymmetry and confirm how TNO ensures the requirement is proportionate and does not unnecessarily distort competition?	The distinction reflects the different roles of TNO as end user and the Tenderer as contractor. It is limited to what is necessary for licence compliance and confidentiality, applies equally to all Tenderers, and does not prevent the use of independently licensed data or generic know-how. This distinction is considered proportionate, as it: does not prevent Tenderers from using their own independently licensed SAR data for internal R&D or other activities, subject to segregation and compliance with licence terms; does not restrict the reuse of generic know-how, methodologies or experience developed by the Tenderer, provided no TNO-licensed data or confidential information is reused; and applies equally to all Tenderers, thereby ensuring equal treatment and a level playing field. TNO therefore considers that the requirement is objectively justified, limited to what is necessary for the performance of the Contract, and does not unnecessarily distort competition. In TNO’s opinion, allowing Tenderers to use TNO-licensed imagery for their own purposes would actually create more asymmetry, because it would give one commercial party privileged access to licensed SAR data that other market competitors do not receive. Limiting Tenderer use strictly to contract delivery ensures equal treatment of all Tenderers and avoids any competitive distortion.
20	Who owns the imagery license, legally (entity-level clarity)	Which legal entity will be the imagery license holder (e.g., “Nederlandse Organisatie voor toegepast-natuurwetenschappelijk onderzoek TNO” only)? Does the tenderer need to arrange separate licenses for different legal entities within TNO, or is one license to the single legal entity sufficient?	The licence holder will be Stichting Nederlandse Organisatie voor Toegepast-Natuurwetenschappelijk Onderzoek (TNO) as a single legal entity. Separate licences for internal TNO units or locations are not required.

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21	Onward sharing / publication boundaries	The tender references broader use and publication of results. Please confirm: -whether SAR imagery itself may ever be shared outside TNO (e.g., with partners, auditors, ministries, contractors), -whether publication is limited to derived outputs (maps, deformation time series, statistics), -and what minimum rules apply to prevent redistribution of licensable imagery.	SAR imagery itself is not intended to be shared or published, except where explicitly permitted by the licence and strictly necessary. Publication is limited to derived outputs that do not allow reconstruction or redistribution of the underlying imagery.
22	Internal compliance controls at TNO (license governance)	How will TNO ensure compliance with imagery license terms across its organization (business units/teams), including: -designated license owner/responsible role, -access control (who can access, how granted/revoked), -logging/monitoring, -and handling/reporting of any license breach?	TNO applies internal governance, access-control and incident-handling procedures to ensure compliance with imagery licence terms. Tenderers are not required to audit or manage TNO's internal compliance processes.
23	Back-to-back obligations vs supplier indemnities/warranties	TNO's purchasing conditions typically require the supplier to warrant it can grant rights and may shift IP/licensing risk to the supplier. Please confirm that TNO will accept back-to-back licensing consistent with the data provider's EULA (i.e., the supplier cannot grant broader rights than the provider allows), and clarify how TNO will treat any conflict between the provider EULA and TNO purchasing conditions.	TNO acknowledges that third-party data and imagery may be subject to end-user licence agreements (EULAs) of the relevant data providers. TNO accepts back-to-back licensing, meaning that the Tenderer is not required to grant broader rights than those it lawfully obtains under the applicable EULA. The Tenderer warrants that it has secured all licences necessary to submit a compliant Tender, to perform the Contract if awarded, and to grant TNO the rights explicitly required under the tender documents, within the limits of the applicable third-party EULA. If a conflict arises between a third-party EULA and the General Purchasing Conditions of TNO, the parties shall interpret and apply the agreement in a manner that ensures compliance with the third-party rights, without extending TNO's rights beyond what is permitted by the data provider. Tenderers are requested to clearly identify any material EULA restrictions in their Tender, insofar as these affect the scope of use by TNO as described in the tender documents.
24	Background IP (tools/platform/software) - limit of rights	Please clarify whether TNO expects rights to the tenderer's background IP (software, processing pipelines, platform, tooling) beyond what is strictly necessary to use the deliverables for this project. If TNO requires a right of use in background IP, please specify the minimum acceptable scope (transferable/non-transferable, perpetual/term-limited, internal-only, etc.).	TNO does not seek ownership of the Tenderer's background intellectual property, including pre-existing software, processing pipelines, platforms, tools, or generic libraries. Where background IP is necessary for TNO to use the deliverables of this project, TNO requires a limited right of use in such background IP, restricted to what is strictly necessary to use the deliverables as intended under this tender. Unless explicitly stated otherwise in the tender documents, the minimum acceptable scope of such a right of use is non-exclusive, non-transferable, perpetual (or for the lawful duration of the underlying licence), and limited to TNO's internal use. For the avoidance of doubt, TNO does not require any rights to commercially exploit, resell, or sublicense the Tenderer's background IP to third parties.
25	Foreground IP / deliverables and reuse of generic know-how	Please confirm what is considered foreground under this tender (e.g., derived products, models, algorithms, scripts, workflows) and whether the supplier may retain the right to reuse generic know-how and non-confidential methods that do not include TNO data or provider imagery.	For the purpose of this tender, Foreground IP comprises the results created specifically in the execution of the Contract, such as (where applicable): project-specific analyses, derived products, reports, scripts, workflows, models or algorithms, to the extent these are developed using TNO data and/or provider imagery within the scope of the assignment. The Supplier retains the right to reuse generic know-how, experience, skills, and non-confidential methods developed or applied during the project, provided that such reuse: does not include TNO confidential information; does not include TNO data or licensed provider imagery; and does not infringe third-party rights or applicable licence terms. This approach is consistent with the distinction between Background IP and Foreground IP as set out in the General Purchasing Conditions of TNO.
26	How to distinguish between satisfactory, good and very good	For each preference under §8.2, can TNO provide a brief clarification of what typically distinguishes a 50% ("Satisfactory") answer from an 85% ("Good") and 100% ("Very good") answer	What might distinguish a 50% – "Satisfactory" answer is: the Tenderer adequately addresses the preference requirement and demonstrates a basic, compliant understanding. The response meets the minimum expectations but remains largely descriptive or generic, with limited tailoring to the specific InSAR context. What might distinguish a 85% – "Good" answer is: the Tenderer provides a clear, well-substantiated and project-specific response. The answer demonstrates a solid understanding of TNO's objectives and shows how the proposed approach adds practical value beyond the minimum requirements. What might distinguish a 100% – "Very good" answer is: the Tenderer delivers an excellent, concrete and convincing response that is fully tailored to the InSAR tender. The answer demonstrates clear added value, innovation or risk-mitigation, is internally consistent, and directly supports TNO's intended use cases and objectives. TNO wants to clarify that this response does not change the assessment method beyond what has already been described in the tender documentation. This response is intended solely to provide an impression of the potential distinctions.

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27		Does the geopositioning uncertainty requirement of 0.15x SAR resolution differ between PS points and DS points? Where does this requirement come from?	Regarding your question on Requirement 8.1.20, the stated threshold, $\pm 0.15 \times$ SAR ground-range resolution for points with temporal coherence above 0.5, was originally formulated as a general benchmark, covering all Level-2 measurement points. However, we confirm that TNO requires strict compliance only for PS (Persistent Scatterer) points. These points underpin building-level deformation analysis, and therefore must meet the highest geolocation reliability. For DS (Distributed Scatterer) points, we recognise that the same accuracy is not always achievable due to their statistical nature. As such, the $\pm 0.15 \times$ resolution requirement is recommended but not mandatory for DS; best-practice georeferencing remains expected, but not at the same precision threshold. Regarding the origin of this requirement: the value is based on expert judgement and operational experience with high-resolution InSAR in urban environments. It reflects a pragmatic accuracy level necessary for reliable and defensible building-scale monitoring, rather than a formal external standard.
28		How does TNO define surface displacement anomalies? (Requirement 8.1.31). Clarify what “Very good / Good / Satisfactory” means per preference (Procurement Guide §8.2)	In the scope of this project, surface displacement anomalies refer to localised, statistically significant deviations in ground or pavement displacement in the immediate surroundings of a building, relative to the expected spatial displacement pattern derived from the InSAR measurements. These anomalies may indicate subsidence, uplift, local ground instability, differential settlement, or changes in load-bearing conditions that could affect the building’s behaviour. Operationally, TNO defines in this requirement a “surface displacement anomaly” as a coherent cluster of measurement points around the building footprint showing displacement trends that differ markedly from the surrounding baseline and beyond the expected measurement noise and uncertainty. TNO does not provide further definitions, thresholds, or scoring criteria beyond those documents. For the explanation about “Very good / Good / Satisfactory” TNO refers to the answer to question 26.