



# SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 277665-2

PROJECT TITLE MEDUSE

*Collaborative Project*

The **European GNSS Agency** (the "GSA"), represented for the purpose of the signature of this grant agreement by Mr. Carlo Des Dorides, Executive Director

of the **one part**,

and **NEXTANT Spa**, established in Via Andrea Noale 345/B 00155 Rome, Italy, represented by Mr. Gianfranco Corini, CEO, or her/his/their authorised representative, the *beneficiary* acting as *coordinator* of the *consortium* (the "*coordinator*"), ("*beneficiary no. 1*"),

of the **other part**



## PREAMBLE

**Whereas**, the European Commission ("*Commission*") is entrusted with the implementation of tasks linked to the Seventh Framework Programme of the European Community/Union for research, technological development and demonstration activities (2007-2013) established by Decision No 1982/2006/EC of the European Parliament and the Council and to the Specific Programme "Cooperation" (Council Decision No 2006/971/EC);

**Whereas**, the *Commission* has had recourse to, inter alia, the GSA to perform certain management tasks in order to achieve more efficiently the objectives set by the above-mentioned programmes;

**Whereas**, the *Commission* has delegated the implementation of tasks to the GSA under Commission Decision C/2007/6439 of 19 December 2007, as amended by Commission decision C/2009/1237 of 2 March 2009, and concluded a delegation agreement with the GSA on 21 December 2007 amended on 24 June 2009;

**Whereas**, under powers delegated by the *Commission*, the GSA is tasked with launching and concluding grant awards;

**Whereas**, the financial contribution of the Union, as detailed in Annex 1 to the grant agreement, is a contribution from the European Union ("*Union*") research budget with the aim to implement the Seventh Framework Programme and it is incumbent on the GSA to execute this programme ("*financial contribution of the Union*");

**HAVE AGREED** to the following terms and conditions including those in the following annexes, which form an integral part of this *grant agreement* (the "*grant agreement*").

Annex I	Description of Work <sup>1</sup>
Annex II	General conditions
Annex III	[Non applicable]
Annex IV	Form A – Accession of <i>beneficiaries</i> to the <i>grant agreement</i>
Annex V	Form B – Request for accession of a new <i>beneficiary</i> to the <i>grant agreement</i>
Annex VI	Form C – Financial statement per funding scheme
Annex VII	Form D – Terms of reference for the certificate on the financial statements and Form E – Terms of reference for the certificate on the methodology

---

<sup>1</sup> Including SAL and SCG for security sensitive projects.



## **Article 1**

### **Accession to the *grant agreement* of the other *beneficiaries***

1. The *coordinator* shall endeavour to ensure that each legal entity identified below accedes to this *grant agreement* as a *beneficiary*, assuming the rights and obligations established by the *grant agreement* with effect from the date on which the *grant agreement* enters into force, by signing Form A in three originals, countersigned by the *coordinator*.
  - VITROCISSET BELGIUM S.P.R.L, established in RUE DEVANT LES HÊTRES 2, TRANSINNES, B6890 BELGIUM, represented by MR. Riccardo Grazi, GERANT or her/his/their authorised representative ("beneficiary no. 2")
  - Blue Thread Srl, established in Via Castroregio 19, 00178 Rome Italy, represented by Mr. Giacomo Mangani, CEO or her/his/their authorised representative ("beneficiary no. 3")
  - ANESTI LIMITED, established in ASKERN HOUSE, HIGH STREET, ASKERN, DONCASTER, SOUTH YORKSHIRE, DN6 OAA, UK, represented by Mrs. Patricia Leahy, Director or her/his/their authorised representative ("beneficiary no. 4")
  - PARCO NAZIONALE ARCIPELAGO LA MADDALENA, established in Via Giulio Cesare 3, 07024 La Maddalena (OT), Italy, represented by Mr. Giuseppe Bonanno, President or her/his/their authorised representative ("beneficiary no. 5")

All the *beneficiaries* together form the *consortium* (the "*consortium*").

2. The *coordinator* shall send to the GSA one duly completed and signed Form A per *beneficiary* at the latest 45 calendar days after the entry into force of the *grant agreement*. The two remaining signed originals shall be kept, one by the *coordinator* to be made available for consultation at the request of any *beneficiary*, and the other by the *beneficiary* concerned.
3. Should any legal entity identified above, fail or refuse to accede to the *grant agreement* within the deadline established in the previous paragraph, the GSA is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the GSA, within the time-limit to be fixed by the latter, appropriate solutions to ensure the implementation of the *project*. The procedure established in Annex II for amendments to this *grant agreement* will apply.
4. The *beneficiaries* are deemed to have concluded a *consortium agreement* (the "*consortium agreement*") regarding the internal organisation of the *consortium*.

## **Article 2**

### **Scope**



The GSA has decided to grant a *financial contribution* (financial contribution of the Union) for the implementation of the *project* as specified in Annex I, called *Marine Park Enhanced applications based on Use of integrated GNSS Services*, with acronym *MEDUSE* (the "*project*"), within the framework of the 'Cooperation' Specific Programme, Theme: Transport (including Aeronautics), Sub-theme: Support to the European Global Navigation Satellite System (Galileo) and EGNOS, and under the conditions laid down in this *grant agreement*.

### **Article 3** **Duration and *start date* of the *project***

The duration of the *project* shall be 20 months from the first day of the month after the entry into force of the *grant agreement* (hereinafter referred to as the "*start date*").

### **Article 4** **Reporting periods and language of reports**

The project is divided into 2 reporting periods of the following duration

- P1: from month 1 to month 9
- P2: from month 10 to the last month of the project

Any report and deliverable, when appropriate, required by this *grant agreement* shall be in English.

### **Article 5** **Maximum *financial contribution* of the Union**

1. The maximum *financial contribution* of the Union to the *project* shall be **EUR 368,775 (Three Hundred Sixty Eight Thousand Seven Hundred Seventy Five Euro)**. The actual *financial contribution of the Union* shall be calculated in accordance with the provisions of this *grant agreement*.
2. Details of the *financial contribution of the Union* are contained in Annex I to this grant agreement, which includes:
  - a table of the estimated breakdown of budget and *financial contribution of the Union* per activity to be carried out by each of the *beneficiaries* under the *project*. *Beneficiaries* are allowed to transfer budget between different activities and between themselves in so far as the work is carried out as foreseen in Annex I.
3. The bank account of the *coordinator* to which all payments of the *financial contribution of the Union* shall be made is:

Name of account holder: NEXTANT SOCIETA' PER AZIONI  
Name of bank: Banco di Brescia SpA  
Account reference: IT09L035000320700000005109



## Article 6 Pre-financing

A *pre-financing* of **EUR 202,826 (Two Hundred Two Thousand Eight Hundred Twenty Six Euro)** shall be paid to the *coordinator* within 45 days following the date of entry into force of this *grant agreement*. The *coordinator* shall distribute the *pre-financing* only to the *beneficiaries* who have acceded to the *grant agreement* and after the minimum number of *beneficiaries* required by the *Rules for Participation* as detailed in the call for proposals to which the *project* is related, have acceded to the *grant agreement*.

*Beneficiaries* hereby agree that the amount of **EUR 18,439 (Eighteen Thousand Four Hundred Thirty Nine Euro)**, corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.20 and representing 5% of the maximum *financial contribution of the Union* referred to in Article 5.1, is transferred in their name by the GSA from the *pre-financing* into the Guarantee Fund. However *beneficiaries* are deemed to have received the full *pre-financing* referred to in the first indent and will have to justify it in accordance with the *grant agreement*.

## Article 7 Special clauses

No special clauses apply to this *grant agreement*.

## Article 8 Communication

1. Any communication or request concerning the *grant agreement* shall identify the *grant agreement* number, the nature and details of the request or communication and be submitted to the following addresses:

For the GSA: European GNSS Agency  
Rue de la Loi 56  
B-1049 Brussels  
Belgium

For the *coordinator*: NEXTANT Spa  
Via Andrea Noale 345/b  
00155 Rome  
Italy

2. For information or documents to be transferred by electronic means, the following addresses shall be used:

For the GSA for technical matters	Hans.deWith@gsa.europa.eu
For the GSA for financial and administrative matters	grants@gsa.europa.eu
For the <i>coordinator</i>	massimo.pichini@nextant.it

3. In case of refusal of the notification or absence of the recipient, the *beneficiary* or the *consortium*, as the case may be, is deemed to have been notified on the date of the

latest delivery, if notification to the coordinator has been sent to one of the addresses mentioned in paragraphs 1 and 2 and to their legal representative. Other *beneficiaries* are deemed to have been notified if notification has been sent to the address mentioned in Article 1.1.

4. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the GSA identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of the Finance and Administration Department.

#### **Article 9**

#### **Applicable law and competent court**

The financial contribution of the Union is a contribution from the Union research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the Commission and GSA to execute FP7. Accordingly, this grant agreement shall be governed by the terms of this grant agreement, the European Community and European Union acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other European Community and European Union law and, on a subsidiary basis, by the law of Belgium.

Furthermore, the beneficiary is aware, and agrees, that the GSA may take a decision to impose pecuniary obligations, which shall be enforceable in accordance with Article 299 of the Treaty on the Functioning of the European Union and Articles 164 and 192 of the Treaty establishing the European Atomic Energy Community.

Notwithstanding the Commission's right to directly adopt the recovery decisions referred to in the previous paragraph, the General Court, or on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of this grant agreement and the validity of the decision mentioned in the second paragraph.

#### **Article 10**

#### **Application of the *grant agreement* provisions**

Any provision of this part of the *grant agreement* shall take precedence over the provisions of any of the Annexes. The provisions of Annex III (if applicable) shall take precedence over the provisions of Annex II, and both shall take precedence over the provisions of Annex I.

The special clauses set out in Article 7 shall take precedence over any other provisions of this *grant agreement*.



#### **Article 11**

#### **Entry into force of the *grant agreement***

This *grant agreement* shall enter into force after its signature by the *coordinator* and the GSA, on the day of the last signature.



Done in two originals in English.

<p><b>The coordinator, on behalf of NEXTANT Spa</b></p> <p>Read and agreed, On this day 25/11/2011, In Rome</p>  <p>Mr. Gianfranco Corini, CEO, authorised representative of NEXTANT Spa for the signature of this <i>grant agreement</i></p>	<p><b>On behalf of the GSA</b></p> <p>Read and agreed, On this day <u>25/01/2012</u>, In Brussels</p>  <p>Mr. Carlo Des Dorides, Executive Director, authorised representative of the GSA for the signature of this <i>grant agreement</i></p>
--	--