

**SEVENTH FRAMEWORK PROGRAMME OF THE
EUROPEAN UNION**

RESEARCH EXECUTIVE AGENCY

SP1-Cooperation

Collaborative project

Small or medium-scale focused research project

FP7-SEC-2011-1

Grant Agreement Number 285205

FREESIC

Free Secure Interoperable Communications

FP7-SEC-2011-285205

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 285205

PROJECT TITLE FREESIC

Collaborative project

Small or medium-scale focused research project

The **Research Executive Agency** (the "*REA*"), acting under powers delegated by the European Commission (the "*Commission*")

of the **one part**,

and Ardaco, a.s., established in Polianky 5, Bratislava, 841 01, Slovakia represented by Tomas Kucharik, Chairman of the Board or his authorised representative, the *beneficiary* acting as "*coordinator*" of the consortium (the "*coordinator*"), ("*beneficiary no. 1*"),

of the **other part**

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

Annex II - General conditions

Annex III - Non applicable

Annex IV - Form A - Accession of *beneficiaries* to the *grant agreement*

Annex V - Form B - Request for accession of a new *beneficiary* to the *grant agreement*

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

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*.

• **NARODNY BEZPECNOSTNY URAD**, established in BUDATINSKA 30 , BRATISLAVA, 850 07, Slovakia represented by Frantisek Blanarik, NSA Director or his authorised representative ("*beneficiary no. 2*"),

• **UNIVERSITE DU LUXEMBOURG**, established in AVENUE DE LA FAIENCERIE 162 A, LUXEMBOURG-VILLE, 1511, Luxembourg represented by Rolf Tarrach, President or his authorised representative ("*beneficiary no. 3*"),

• **BAPCO LBG**, established in WEAVER ROAD THE POINT NEWLAND HOUSE, LINCOLN, LN6 3QN, United Kingdom represented by Anthony Antoniou, Executive director or his authorised representative ("*beneficiary no. 4*"),

- **ITTI Sp.zo.o.**, established in ul. Rubiez 46, POZNAN, 61-612, Poland represented by Witold Holubowicz, President and/or Tomasz Piascik, Vice-president or their authorised representative ("*beneficiary no. 5*"),
- **NEXTEL SA**, established in Parque Tecnológico Edif. 207, Bloque B 1, ZAMUDIO, 48170, Spain represented by Jose Ramon Bazo, General Manager or his authorised representative ("*beneficiary no. 6*"),
- **MINISTERE D'ETAT**, established in CHATEAU DE SENNINGEN, SENNINGEN, L-6961, Luxembourg represented by Jean-Marie Laures, Adjoint au Charge de Direction or his authorised representative ("*beneficiary no. 7*"),
- **WORLD CONSULT AS**, established in BENIAKOVA 3, BRATISLAVA, Slovakia represented by Vojtech Lampert, Chairman of the Board or his authorised representative ("*beneficiary no. 8*"),
- **PRAMACOM PRAGUE SPOL SRO PMC**, established in RADCINA 497/22, PRAHA, 16000, Czech Republic represented by Filip Sobol, Executive head and/or Lubos Dolezal, Executive head or their authorised representative ("*beneficiary no. 9*"),

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

2. The *coordinator* shall send to the *REA* 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 *REA* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *REA*, 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 European Union ("*the Union*"), has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Free Secure Interoperable Communications (FREESIC)* (the "*project*") within the framework of the *SP1-Cooperation* 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 30 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 reporting periods of the following duration:

- P1: from month 1 to month 15
- P2: from month 16 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 3.284.040.00 (*three million two hundred and eighty four thousand forty 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: ARDACO, A.S.

Name of bank: Tatra banka, a.s.

Account reference: SK4711000000002622012769

Article 6 - Pre-financing

A *pre-financing* of EUR 1,970,424.00 (*one million nine hundred and seventy thousand four hundred and twenty four 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 164,202.00 (*one hundred and sixty four thousand two hundred and two 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 *REA* 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

The following special clauses apply to this *grant agreement*:

Special clause 9

1. Costs incurred by the following *beneficiary(ies)* shall not be taken into consideration for determining the financial contribution of the *Union*:

2. Part B of Annex II, with the exception of Article II.23, II.25.2 and II.25.3, and any other financial and payment provisions contained in the *grant agreement* do not apply to *beneficiary(ies)* mentioned in the previous paragraph. This(ese) *beneficiary(ies)* need not submit, in particular, the reports mentioned in Article II.4.1.c) and II.4.4 and is/are not subject to financial audits and controls referred to in Article II.22.

3. When providing services or resources to another beneficiary, this(ese) beneficiary(ies) shall be considered as (a) third party(ies) for the purpose of the application of Article II.3 paragraphs c) and d).

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 *REA*: Research Executive Agency
Security Research
COV 2, B-1049 Brussels, Belgium

For the *coordinator*: Ms. Miadokova Dana
Ardaco, a.s.
Finance and Administration
Polianky 5
Bratislava 841 01
SLOVAKIA

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

For the *REA*: REA-SECURITY-PROJECTS@ec.europa.eu

For the *coordinator*: vladimir.hudek@ardaco.com

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 *REA* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Unit of Security Research.

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 the *REA* 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 Commission 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.

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 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*.

Handwritten signature and a circular stamp in blue ink.

Article 11 - Entry into force of the grant agreement

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

Done in two originals in English.

For the *coordinator* done at Bratislava

For the *REA* done at Brussels

ARDACO, a.s.

Name of the legal entity

Mr. RICHARD HARGALA, MEMBER OF THE BOARD

Mrs. DAUA MIADOROVA, MEMBER OF THE BOARD

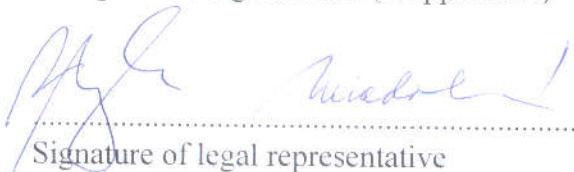
Name of the legal representative

CHRISTIANE BERNARD
Head of Unit
Security Research
REA S3

Name of the legal representative




Stamp of the organisation (if applicable)


Signature of legal representative

Signature of legal representative

Date

22/12/2011


Signature of legal representative

Signature of legal representative

Date

25/01/2012

