



2013-0143-1146310

Service Level Agreement for the Project proposal on FP7 ICT 2013 MC/2013



Inspire Improve Impact

The parties to this Agreement are:

Slovenská elektrizačná prenosová sústava, a.s.
Address: Mlynské nivy 59/A, 824 84 Bratislava 26, Slovak republic
Registration No.: 35 829 141
Tax Registration No.: 2020261342
VAT Registration No.: SK2020261342
Represented by: Miroslav Stejskal, Chairman of the Board of Directors
Michal Pokorný, Vice-chairman of the Board of Directors
Bank: Tatra Banka, a.s. Bratislava
Account number: 2620191900/1100
IBAN: SK 90 1100 0000 0029 2875 4028
BIC(SWIFT): TATRSKBX

**The company is incorporated in the Commercial Register kept by the District Court
Bratislava 1, Section: Sa, Insert no.: 2906/B**

AND

CiaoTech Srl (CIAOTECH/PNO Group BV)
Address: Via Napoleone Colajanni 4, 00191, Rome (RM) Italy
Registration No.: REA: 1000785
Tax Registration No.: 06963331001
VAT Registration No.: 06963331001
Represented by: Marco Romeo, CEO
Bank: Banca Intesa Sanpaolo SpA
Account no.: 2765997006/81
IBAN: IT57G0306905141276599700681
BIC (SWIFT): BCITITM1596

Having its registered office at Via Palestrina 25, 00189 ROMA, Italia



1. Objectives of the agreement

The Slovenská elektrizačná prenosová sústava, a.s. (hereinafter "the CLIENT"), is interested in joining a existing ad hoc consortium of organisations (which may include industries, research organisations, public authorities and SMEs) willing to submit a project proposal to request a public grant to the European Commission under the programme FP7 – Cooperation – ICT (Information and communication technologies) 2013 under the Objective ICT-2013.6.1 Smart Energy Grids whose deadline is 16th April 2013, based on the Letter of Involvement listed in Annex 1. In order to make optimal use of such grant opportunity, the consortium has involved CIAOTECH S.r.l. a Socio Unico (PNO Group B.V.), hereinafter "CIAOTECH", to provide hands-on expert support during the grant acquisition process. Each of the clients of the consortium shall proceed to conclude individual agreements with CIAOTECH. Proposal and management of the Project is in accordance with EC's Model Grant Agreement adopted by the European Commission on 10 April 2007 to be used in research projects funded under the 7th Framework Programmes listed in Annex 2.

2. Services to be provided by CIAOTECH

Objectives of the services:

The objective of the services is to support the CLIENT in being involved in the consortium preparing the project proposal DREAMS (Annex 3), in ensuring that the project proposal is written in such a way as to maximize the chances of approval, and in ensuring that the application is submitted on time to the proper authority.

Services offered by CIAOTECH Consultants:

CIAOTECH consultants will carry out the following services:

- Contributing to the proposal preparation, including writing the proposal, based on input from the CLIENT, and the consortium, and according to the official programme guidelines and procedures.
- Facilitating the communication between the CLIENT, and the consortium, in order to provide the required information.
- Advising the CLIENT and the consortium with respect to proposal design and presentation.
- Providing a proposal for a suitable management structure.
- Advising the CLIENT and the consortium in the completion of the administrative procedures.
- Support provided to the CLIENT, and to the whole consortium in the negotiation phase, in the case the proposal will be invited for negotiation and in the case the client explicitly requests for such service.

3. Fees for CIAOTECH services and duration

The fee structure of CIAOTECH for the preparation of the proposal, is based on:

- **A fixed fee of € 3.000 (by word "three thousand"), VAT excluded**, to be paid by the CLIENT at the moment of the submission of the proposal to the Grantor Body (the EU Commission).
- The CLIENT involved in a consortium requests the maximum amount of EC Contribution granted at € 145,000 (by word "one hundred forty five thousand"). A Success fee equal to the **8% of the EC Contribution granted to the CLIENT**, i.e., maximal amount of success fee is limited to € 11,600 (by word "eleven thousand six hundred").

The success fee is due only in the case that the CLIENT will sign (or receive) the formal commitment with (or by) the Grantor Body concerning the approved grant.

The success fee is paid not later than 30 days after the CLIENT receives the first advanced payment by the EC.

CLIENT has right to ask CIAOTECH or any other Consultant based on non-discriminatory and transparent principles for support in negotiation phase, which will require to conclude relevant contract/s.



This agreement between the CLIENT and CIAOTECH shall be entered into force after duly signed by the both parties according to a latest stated date of signature and will end:

- In the moment that the Grantor Body will provide the CLIENT with a negative response to the request of funding, or
- When the CLIENT is invited to the negotiation and the client does not ask for the support of CIAOTECH in the Negotiation phase.
- When the CLIENT will sign (or receive) the formal commitment with (or by) the Grantor Body concerning the approved grant after having requested the support from CIAOTECH for the Negotiation phase.

- VAT shall be settled pursuant to the valid EU legislation. All invoices are issued in accordance with Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, in valid wording (reverse charge according to Article 196 from the Directive of Council 2006/112/EC).

4. Conditions

Confidentiality:

The information that the CLIENT will provide CIAOTECH is considered to be extremely sensitive proprietary knowledge to the CLIENT and will be used observing the highest standards of care and confidentiality.

Liability:

Under no circumstances CIAOTECH can provide guarantee or will be liable for any outcomes of the services realised within the framework of the present agreement.

Payment:

- The invoice will be issued when the Grant Agreement (the contract between the Grantor Body and the project coordinator "ATOS SPAIN SA") will be signed. Once the Grant Agreement is signed between the coordinator and the Grantor Body, the coordinator receives an advanced payment of the overall funding to be distributed to all the partners, including the Client.
- The payment will be executed by the CLIENT no later than 30 days after the receipt of the first tranche from the Grantor Body. The maximum amount of the invoice will be € 11,600 (by word "eleven thousand six hundred").
- All invoices of CIAOTECH shall be payable within 30 days.
- All amounts mentioned and referred to in this agreement shall be exclusive of Value Added Tax.
- All amounts shall be calculated in Euro.

Law:

This agreement shall be governed by and construed in accordance with the laws of Italy. Any disputes that arise between parties in connection with this agreement or any ensuing agreement shall be submitted to court of Rome.

5. The Annexes

- **Annex 1** - Letter of involvement to the FP7 project proposal DREAMS (Demand Response Advanced Management System).
- **Annex 2** - Guide to Financial Issues relating to FP7 Indirect Actions, v. 18/03/2013.
- **Annex 3** - Proposal of project "Demand REsponse Advanced Management System".

6. Signature

CIAOTECH can be assigned to deliver the services as described by signing below. I, the undersigned, declare to have read the project agreement and its Terms and Conditions and agree to be bound by the contents.



Since CLIENT is the obliged person pursuant to the Slovak Act No. 211/2000 Coll. on free access to information (hereafter as "Act on free access to information") and since this legal obligation is to be fulfilled regardless the governing law of the agreement, the Parties to this agreement are informed, that this agreement will be published in the Central Register of Contracts (www.crz.gov.sk) as foreseen in the § 5a of the Act on free access to information.

Signed by duly authorised
Signatory of CLIENT

Signed by duly authorised signatory of
CIAOTECH S r.l. (PNO Group B.V.)

Miroslav Stejskal
Chairman of the Board of Directors

Marco Romeo
CEO

Michal Pokorný
Vice-chairman of the Board of Directors

Date:

Date: