

[REDACTED]  
Leonardo - Finmeccanica S.p.A.  
Leonardo Helicopters  
Piazza Monte Grappa 4  
00195 Roma  
Italy

Registered mail

Lisbon,

03 NOV. 2017

**Subject: Interfacing RPAS services with RPAS DC SC2 -  
Implementing Framework Contract 2017/EMSA/OP/12/2016-Lot  
3**

Dear [REDACTED]

Please find enclosed Specific Contract No 2 in two copies with reference to Contract 2017/EMSA/OP/12/2016-Lot 3 signed on 06 March 2017 between Leonardo Helicopters and the European Maritime Safety Agency (EMSA).

[REDACTED]

I would be grateful if you or your authorised representative could date and sign both copies of this Specific Contract. All pages of this Specific Contract must be initialled by the authorised representative signing the contract.

Please note that the countersignature by EMSA of the Specific Contract is subject to at least a Partial Acceptance of Module 1: Initial Setup implementing the above mentioned framework contract.

The 2 signed copies of this Specific Contract should be sent by email to [REDACTED] [RPAS\\_contracts@emsa.europa.eu](mailto:RPAS_contracts@emsa.europa.eu) and originals by courier to the following address.

  
Praça Europa 4 1249-206 Lisboa Portugal

STOS 40K 8.11  
Yours sincerely,

Enclosure:

- 2 copies of the Specific Contract No 2

- 



European Maritime Safety Agency

**SPECIFIC CONTRACT 2**

**for Interfacing RPAS services with RPAS DC**

implementing FRAMEWORK CONTRACT NUMBER – 2017/EMSA/OP/12/2016

Lot 3

The European Maritime Safety Agency (hereinafter referred to as 'EMSA'), with its seat at Praça Europa 4, 1249-206 Lisbon, Portugal, VAT registration no.: 507 685 326 represented by [REDACTED]

on the one part,

and

Leonardo-Finmeccanica S.p.A  
Piazza Monte Grappa, 4  
00195 Roma, Italy  
VAT Number: 00881841001  
Registration number: RM-7031

(hereinafter referred to as "the contractor"), represented by [REDACTED]

on the other part,

HAVE AGREED

#### ARTICLE III.1 - SUBJECT MATTER

- III.1.1 This specific contract implements Framework Contract (FWC) No 2016/EMSA/OP/06/2016 signed by EMSA and the contractor on 06/03/2017.
- III.1.2 In accordance with the provisions set out in the FWC and in this specific contract and their annexes, which form an integral part of it, the contractor must provide the development of the interfacing RPAS services with RPAS DC according to the Tender Specifications (see Annex I).

#### ARTICLE III.2 - ENTRY INTO FORCE AND DURATION

- III.2.1 This specific contract shall enter into force on the date on which it is signed by the last party.
- III.2.2 The provision of the services starts from the date of entry into force of this specific contract.
- III.2.3 The provision of the services must not exceed 6 months. The parties may extend the duration by written agreement before it elapses and before expiry of the FWC.

#### ARTICLE III.3 - PRICE

- III.3.1 The maximum price payable under this specific contract is [REDACTED] EUR) including all services to be provided.
- III.3.2 Reimbursement of expenses is not applicable to this specific contract.

#### ARTICLE III.4 – PAYMENT MODALITIES

##### Payment of the balance

1. At the end of the period of the development of the interfacing, the contractor (or leader in the case of a joint tender) may claim the payment of the balance in accordance with Article II.21.6.

The contractor (or leader in the case of a joint tender) must send an invoice in paper format for payment of the balance due under this specific contract, as provided for in the tender specifications and accompanied by the following:

- a report indicating what has been undertaken during the development including acceptance of the interfacing based on relevant testing.
2. The contracting authority must approve the relevant final report and pay within 60 days from receipt of the invoice.
  3. If the contracting authority has observations to make, it must send them to the contractor (or leader in the case of a joint tender) and suspend the time limit for payment in accordance with Article II.21.7. The contractor (or leader in the case of a joint tender) has 10 days to submit additional information or corrections or a new version final report if the contracting authority requires it. The contracting authority must give its approval and pay within the remainder of the time-limit indicated in point 2 unless it rejects partially or fully the submitted final report.

4. Partial acceptance is also possible. If this is the case, then the payment percentage shall be agreed in line with the percentage accepted. The outstanding amount will be then paid when the outstanding development is accepted by EMSA.

**ARTICLE III.5 PERFORMANCE GUARANTEE**

Performance guarantee is not applicable to this specific contract.

**ARTICLE III.6 - EXPLOITATION OF THE RESULTS**

Not applicable.

**ARTICLE III.7 - RETENTION MONEY GUARANTEE**

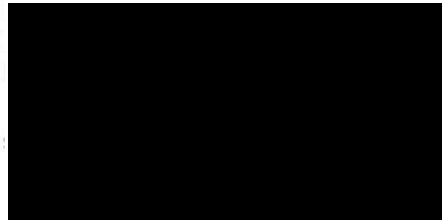
Retention money guarantee is not applicable to this specific contract.

**SIGNATURES**

For the contractor,



For EMSA,



Done at Lisbon  
Date:

Done at:  
Date:

In duplicate in English.

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