



Innovation and Networks Executive Agency

Department C - Connecting Europe Facility (CEF)

**GRANT AGREEMENT
UNDER THE CONNECTING EUROPE FACILITY (CEF) -
TELECOMMUNICATIONS SECTOR**

AGREEMENT No INEA/CEF/ICT/A2015/1151741

The **Innovation and Networks Executive Agency (INEA)** ("the Agency"), under the powers delegated by the European Commission ("the Commission"), represented for the purposes of signature of this Agreement by the Director of the Agency, Dirk Beckers,

on the one part,

and

1. CZ.NIC, z. s. p. o. (CZ.NIC Association) (CZ.NIC)

Private sector undertaking
Registration No 6795726
Milešovská 1136/5
13000 Praha 3
Czech Republic
VAT No CZ6795726,

hereinafter referred to as "the coordinator", represented for the purposes of signature of this Agreement by CEO, Ondřej Filip

and the following other beneficiaries:

2. Český telekomunikační úřad (Czech Telecommunication Office) (CTU) - established in Czech Republic
 3. Úrad pre reguláciu elektronických komunikácií a poštových služieb (Regulatory Authority for Electronic Communications and Postal Services) (SK-Teleoff) - established in Slovakia
 4. Specure GmbH (Specure) - established in Austria
 5. Agencija za komunikacijska omrežja in storitve RS (Agency for Communication Networks and Services of the Republic of Slovenia) (AKOS) - established in Slovenia
- duly represented by the coordinator by virtue of the mandates included in Annex IV for the signature of this Agreement,

hereinafter referred to collectively as "the beneficiaries", and individually as "beneficiary"

for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

on the other part,

HAVE AGREED

to the Special Conditions (hereinafter referred to as “the Special Conditions”) and the following Annexes:

- Annex I Description of the action
- Annex II General Conditions (hereinafter referred to as “the General Conditions”)
- Annex III Estimated budget of the action
- Annex IV Mandates provided to the coordinator by the other beneficiaries
- Annex V Model technical report(s)
- Annex VI Model financial statement(s)
- Annex VII Model terms of reference for the certificate on the financial statements

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex II "General Conditions" shall take precedence over the other Annexes.

SPECIAL CONDITIONS

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ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled "**Open crowdsourcing data related to the quality of service of high-speed Internet**" ("the action"), action number **2015-EU-IA-0031** as described in Annex I.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

ARTICLE 2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION

- 2.1** The Agreement shall enter into force on the date on which the last party signs.
- 2.2** The action shall run from 01/01/2017 ("the starting date") until 31/12/2018 ("the completion date").

ARTICLE 3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant for the action shall be of a **maximum amount of EUR 498,904**.

The grant shall take the form of:

- (a) the reimbursement of 50.00% of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR 997,808 and which are:
- (i) actually incurred ("reimbursement of actual costs")
 - (ii) reimbursement of unit costs: not applicable
 - (iii) reimbursement of lump sum costs: not applicable
 - (iv) for indirect costs declared on the basis of a flat-rate of 7% of the total eligible direct costs minus subcontracting costs within the meaning of Article II.10 and costs of financial support to third parties within the meaning of Article II.11 ("reimbursement of flat-rate costs");
 - (v) declared on the basis of an amount per unit calculated in accordance with the beneficiary's usual cost accounting practices ("reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices") for personnel costs
- (b) unit contribution: not applicable
- (c) lump sum contribution: not applicable
- (d) flat-rate contribution: not applicable

ARTICLE 4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

4.1 Reporting periods and payments

In addition to the provisions set out in Articles II.23 and II.24, the following reporting and payment arrangements shall apply:

4.1.1 Reporting periods

The action is divided into the following reporting periods:

- One single reporting period from the starting date to the completion date of the action.

4.1.2 Payments

Upon entry into force of the Agreement, the Agency shall make the pre-financing payment of EUR 249,452 (two hundred forty-nine thousand four hundred fifty-two euros) to the coordinator in accordance with Article II.24.1., subject to the receipt of a guarantee of EUR 101,022.

At the end of each reporting period, except the last reporting period, the Agency shall make an interim payment to the coordinator in accordance with Article II.24.2.

At the end of the last reporting period, the Agency shall make the payment of the balance to the coordinator in accordance with Article II.24.3.

4.2 Time limit for payments

The time limit for the Agency to make the payment of the balance is 90 days.

4.3 Language and submission means of requests for payment, reports and financial statements

All requests for payments, reports and financial statements shall be submitted in English.

Those documents or, if applicable, scanned copies of the original signed paper versions and electronic files, shall be sent via e-mail to the e-mail address specified in Article 6.2.

ARTICLE 5 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the coordinator's bank account as indicated below:

Name of bank: [REDACTED]

Address of branch: [REDACTED]

Precise denomination of the account holder: CZ.NIC, z. s. p. o.

Full account number (including bank codes): [REDACTED]

IBAN code: [REDACTED]

ARTICLE 6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

6.1 Data controller

The entity acting as a data controller according to Article II.6 shall be the Director of the Agency.

6.2 Communication details of the Agency

Any communication addressed to the Agency by post or e-mail shall be sent to the following address:

Innovation and Networks Executive Agency (INEA)
Department C - Connecting Europe Facility (CEF)
Unit C4 Energy & ICT
B-1049 Brussels
Fax: +32(0)2 297 37 27
E-Mail addresses:
For general communication: inea@ec.europa.eu
For the submission of requests for payment, reports and financial statements: INEA-CEF-ICT@ec.europa.eu

Any communication addressed to the Agency by registered mail, courier service or hand-delivery shall be sent to the following address:

Innovation and Networks Executive Agency (INEA)
Avenue du Bourget, 1
B-1140 Brussels (Evere)

6.3 Communication details of the beneficiaries

Any communication from the Agency to the beneficiaries shall be sent to the following addresses:

For CZ.NIC, z. s. p. o. (CZ.NIC Association):
[REDACTED]
Project Manager
Milešovská 1136/5, 13000 Praha 3, Czech Republic
E-mail address: [REDACTED]

ARTICLE 7 – ENTITIES AFFILIATED TO THE BENEFICIARIES

Not applicable.

ARTICLE 8 - IMPLEMENTING BODIES DESIGNATED BY THE BENEFICIARIES

Not applicable.

ARTICLE 9 - MONO-BENEFICIARY GRANT

Not applicable.

ARTICLE 10 – ADDITIONAL PROVISIONS ON REIMBURSEMENT OF COSTS

DECLARED ON THE BASIS OF THE BENEFICIARY'S USUAL COST ACCOUNTING PRACTICES

In addition to the conditions set out in Article II.20.5, where, in accordance with point (v) of Article 3(a), the grant takes the form of the reimbursement of unit costs, lump sum costs or flat-rate costs declared by the beneficiary on the basis of its usual cost accounting practices, the beneficiary shall ensure that the cost accounting practices used are also in compliance with the conditions laid down in Commission Decision C(2016)478 of 3 February 2016.

ARTICLE 11 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In addition to the provisions of Article II.8.3, the beneficiaries shall warrant that the Agency has the rights to:

- summarise the results of the action and distribute the summary;
- extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action.

ARTICLE 12 – OBLIGATION TO CONCLUDE AN INTERNAL CO-OPERATION AGREEMENT

Not applicable.

ARTICLE 13 - INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

Not applicable.

ARTICLE 14 - INELIGIBILITY OF VALUE ADDED TAX

By way of derogation from point (h) of Article II.19.2, amounts of value added tax (VAT) paid are not eligible for the following beneficiaries: Agencija za komunikacijska omrežja in storitve RS (Agency for Communication Networks and Services of the Republic of Slovenia), Úrad pre reguláciu elektronických komunikácií a poštových služieb (Regulatory Authority for Electronic Communications and Postal Services) and Český telekomunikační úřad (Czech Telecommunication Office).

ARTICLE 15 - SPECIAL PROVISIONS ON ELIGIBLE COSTS

Not applicable.

ARTICLE 16 – WAIVING OF THE OBLIGATION TO PROVIDE CERTIFICATES ON THE FINANCIAL STATEMENTS

Not applicable.

ARTICLE 17 - FINANCIAL SUPPORT TO THIRD PARTIES

Article II.11 is not applicable.

ARTICLE 18 — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING

Not applicable.

ARTICLE 19 – SETTLEMENT OF DISPUTES WITH NON EU BENEFICIARIES

Not applicable.

ARTICLE 20 – BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS

Not applicable.

ARTICLE 21 – JOINT AND SEVERAL FINANCIAL LIABILITY FOR RECOVERIES

Not applicable.

SIGNATURES

For the coordinator

For the Agency

Ondřej Filip

Dirk Beckers

Done at Praha 3, on

Done at Brussels, on

20 October 2016

In duplicate in English