

[REDACTED]  
Leonardo Helicopters  
Leonardo-Finmeccanica  
Piazza Monte Grappa 4  
00195 Roma  
Italy

Registered mail

Lisbon, 06 MAR 2017

Ref: Specific Contract No 1 implementing Framework Contract 2017/EMSA/OP/12/2016-Lot 3

**Subject: Provision of signed contract**

Dear [REDACTED]

EMSA is pleased to provide you with the signed original of Specific Contract No 1.

Please be informed that pursuant to its Art.III.2.1 the contract shall enter into force on the date it was signed by the last party.

In light of the above mentioned points, EMSA would like to thank your organisation for your efforts so far and we are looking forward to co-operating with you on this interesting project.

Yours sincerely,

[REDACTED]

Enclosure: signed copy of Specific Contract No 1

**SPECIFIC CONTRACT No 1**

**for Initial Set-up phase**

implementing Framework contract No 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,

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 2017/EMSA/OP/12/2016 signed by EMSA and the contractor on
- III.1.2** In accordance with the provisions set out in the FWC and in this specific contract and its annexes, which form an integral part of it, the contractor must provide the services specified in 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 3 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 EUR [REDACTED] (euro) including all services to be provided.
- III.3.2** Reimbursement of expenses is not applicable to this specific contract.

### **ARTICLE III.4 – PAYMENT MODALITIES**

#### **III.4.1 Payment of the balance**

1. At the end of the period of provision of the services, 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: relevant final report described in the tender specifications (see Annex I of the FWC).
2. The contracting authority must approve the relevant final report for the initial set-up 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 of the final report for the initial set-up 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 submitted final report for the initial set-up.

4. Partial acceptance of the set-up is also possible. If this is the case, then the payment percentage shall be agreed in line with the percentage of the initial set-up accepted. The outstanding amount will be then paid when the outstanding set-up are 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

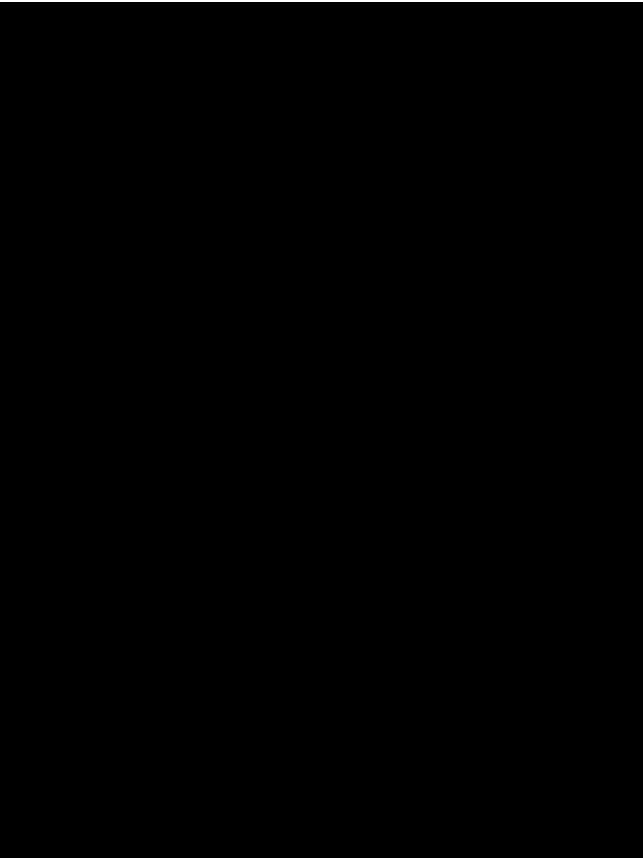
#### ARTICLE III.7 - RETENTION MONEY GUARANTEE

Retention money guarantee is not applicable to this specific contract.

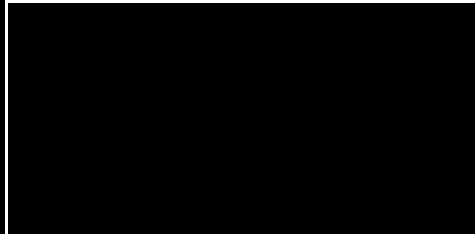
#### ANNEXES

#### SIGNATURES

For the contractor,



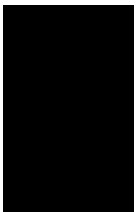
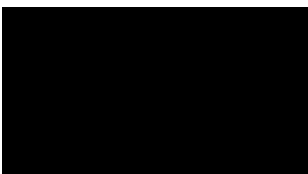
For EMSA,



Done at Lisbon  
Date:

6/3/2017

In duplicate in English





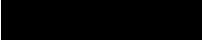
Cascina Costa, 11<sup>h</sup> of April 2017

GOV/2017/MK/20170042

**European Maritime Safety Agency**

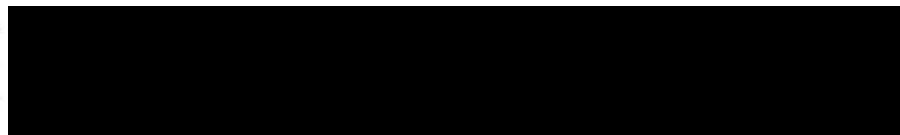
  
RPAS Services  
Maritime Surveillance

Praça Europa 4  
1249-206 Lisbon  
Portugal

**Subject:**  documentation



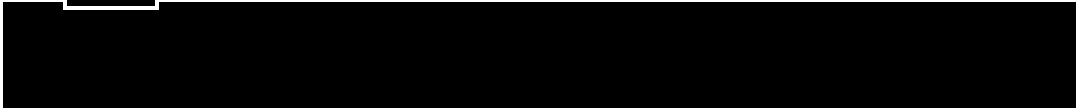


**Ref.:** 1. Kick-off MoM dated 14<sup>th</sup> March 2017  
2. Contract Number: 2017/EMSA/OP/12/2016-Lot3

**Annexes:** A.  
B.  
C.



Dear 

Further to the referenced MoM, we would like to confirm to EMSA the following:

1. Leonardo S.p.a Helicopters proposes an interim RPAS solution that would temporarily replace the .
2. The  program has faced some unexpected delays derived from the recent .
3. The proposed interim solution (named  and based on the civil certified  is a larger VTOL platform composed of the same or greater payload, same ground control station and same data dissemination satellite interface system as

Leonardo - Società per azioni

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elicotteri@pec.leonardocompany.com

Company Share Capital € 2.543.861.738 00 fully paid up

Tax Code & Company Register no. 00401990585

VAT no. 00881841001

RE A no. 7031





the [REDACTED] consequently there are no modifications to the service capability concept defined in the relevant bid requirements. [REDACTED]

4. The proposed interim solution satisfies the tender requirements. It is of note that, being one [REDACTED] platform available, Leonardo Helicopters will be able to provide EMSA, due to scheduled maintenance activities applicable to the [REDACTED] platform, with the capability to operate one flight, some days every week, with the maximum endurance.
5. The interim solution will be at no additional cost for EMSA with respect to the price defined in the referenced Contract.
6. The global schedule for the interim solution plus the [REDACTED] platform is the following:
  - a. 30<sup>th</sup> June 2017: [REDACTED]
  - b. 31<sup>st</sup> October 2017: [REDACTED]
  - c. 31<sup>st</sup> December 2017: [REDACTED]

7. [REDACTED]

Further to the above, we kindly ask you to provide Leonardo S.p.a. Helicopters with your acknowledge of receipt of this letter and your feedback on the above proposed solution.

Yours sincerely,

S'

[Redacted]

Leonardo Helicopters  
Leonardo-Finmeccanica  
Piazza Monte Grappa 4  
00195 Roma  
Italy

Registered mail + email

Lisbon, **05 JUN 2017**  
emsa.c.3.0.dir(2017)3257252

Ref: Contract Amendment No1 to Specific Contract No 1 implementing Framework Contract  
2017/EMSA/OP/12/2016-Lot 3

**Subject: Provision of signed contract amendment**

Dear [Redacted]

EMSA is pleased to provide you with the signed original of contract amendment no1 to Specific Contract No 1.

Please be informed that pursuant to its Article 6 the present amendment shall enter into force after signature by the last contracting party.

In light of the above mentioned points, EMSA would like to thank your organisation for your efforts so far and we are looking forward to co-operating with you on this interesting project.

Yours sincerely,

[Redacted Signature]

Enclosure: signed copy of Contract Amendment No1



## CONTRACT AMENDMENT No. 1

**Title of contract:** Initial Set-up phase

**Contract number:** Specific contract no.1 implementing FWC 2017/EMSA/OP/12/2016 (Lot 3)

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

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"), by [REDACTED]

on the other part,

Having regard to Specific contract No.1 implementing FWC 2017/EMSA/OP/12/2016, concluded between EMSA and the Contractor on 6 March 2017 ("the Contract"),

Whereas the Contractor has requested EMSA to revise the above mentioned contract,

Hereby agree on the following:

### Article 1

A new Article III.1.3 shall be introduced as follows:

**III.1.3** An interim platform - [REDACTED] shall be made available for operational use until the full acceptance of the [REDACTED] platform shall be completed.

The interim platform [REDACTED] shall be set up respecting at least the same performance as offered for the [REDACTED] platform (Annex I and II to the FWC).

## Article 2

Article III.2.3 is replaced by the following article as follows:

**III.2.3** The interim platform [REDACTED] shall have completed a successful acceptance test and the contractor shall have a final report submitted by 30 June 2017. The full provision of services shall be completed by 31 December 2017 when the [REDACTED] platform shall complete a similar successful acceptance test.

Both interim and final deliverables are subject to EMSA partial and final acceptance. The parties may extend the duration by written agreement before it elapses and before expiry of the FWC.

## Article 3

**Article III.4.1 *Payment of the balance*** shall become **Article III.4.2.**

## Article 4

A new Article III.4.1 shall be introduced as follows:

### III.4.1 Interim payment

1. At the end of the period of provision of the interim services (30 June 2017), the contractor may claim an interim payment of EUR [REDACTED] (euro) corresponding to [REDACTED] % of the value of the Specific Contract.

The contractor must send an invoice in paper format for the interim payment, accompanied by the following: relevant final report for the interim services as described in the tender specifications (see Annex I of the FWC).

2. The contracting authority must approve the relevant final report for the interim services 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 and suspend the time limit for interim payment in accordance with Article II.21.7. The contractor has 10 days to submit additional information or corrections or a new version of the final report for the interim services 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 for the partial acceptance.

## Article 5

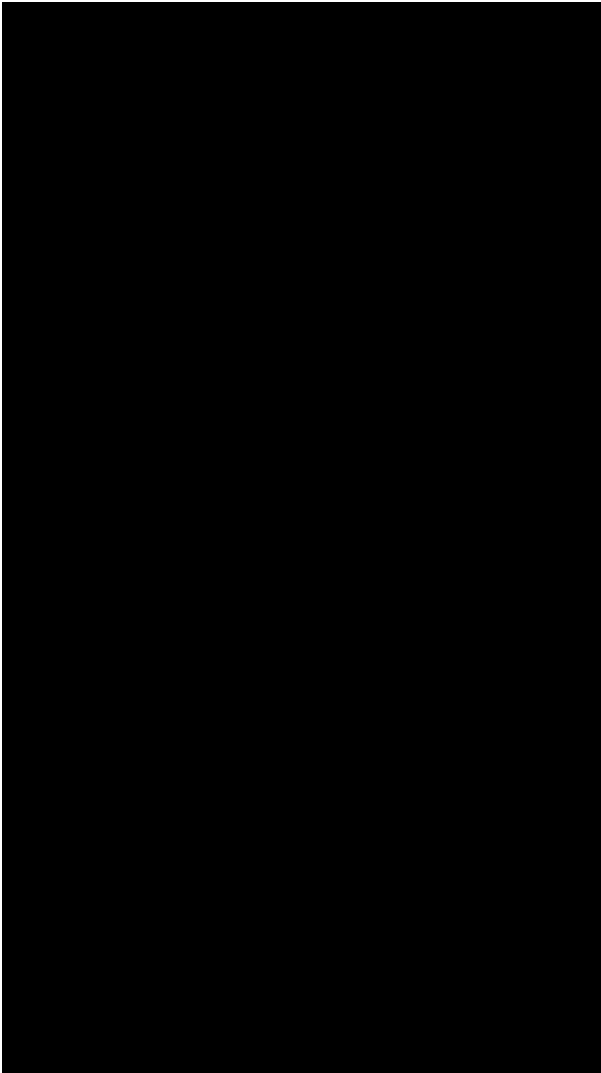
All the other provisions of the Contract shall remain unaltered and shall continue to apply.

**Article 6**

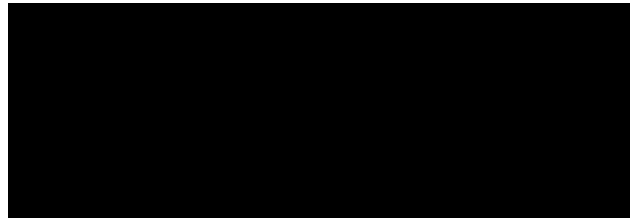
The present amendment shall form an integral part of the Contract and it shall enter into force after signature by the last contracting party.

**SIGNATURES**

For the contractor.



For EMSA,

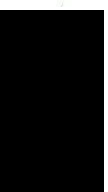
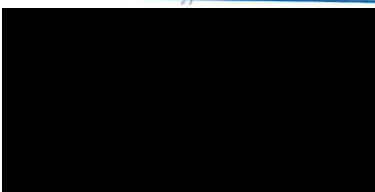


Done at Lisbon

Date:

5/6/2017

In duplicate in English.





Detail sheet: emsa.c.2.0.dir(2017)4666954  
Ares(2017)4122274

22/08/2017

22/08/2017

Document date: 22/08/2017 Attachment(s): 1 Type: Outgoing Security: Normal

Title: Letter to LEONARDO HELI\_EMSA\_OP\_12\_2016\_LOT 3, SC1

Sender(s):

Recipient(s): [To] (Leonardo Helicopters)

Comments:

Assignment(s):

| Code  | Assigned to | Deadline | Assigned by | Status |
|-------|-------------|----------|-------------|--------|
| CLASS |             |          |             |        |

File(s):

| Code | Specific code | File title | Responsible service |
|------|---------------|------------|---------------------|
| 99   |               |            | n/a                 |

Link(s):

| Document title      | Link | Date | Registration N° | Save N° |
|---------------------|------|------|-----------------|---------|
| There are no links. |      |      |                 |         |

Signed by:

[REDACTED]  
Leonardo Helicopters  
Piazza Monte Grappa 4  
00195 Roma  
Italy

Registered mail

Lisbon, 29 AUG 2017

**Subject: Specific Contract No 1 implementing Framework  
Contract 2017/EMSA/OP/12/2016-Lot 3**

Dear [REDACTED]

Following the signature of the specific contract under reference as amended, all activities/services for this specific contract should not exceed 30 June 2017, which already includes one extension of 25 days.

[REDACTED]  
EMSA therefore notes that substantial delays put at stake the set-up of the operational service for maritime surveillance for Member States.

I would like to remind you that liquidated damages may be imposed according to the provisions of Article II.15 of the Framework Contract mentioned above, limited to the value of the relevant Specific Contract. The Agency reserves the right to apply a reduction in price under the conditions laid down in Article II.16 in case the quality delivered does not meet the proposed standards.

I trust that you will provide the services as expected in terms of quality and time, and I am looking forward to undertake successful operations with you.

[REDACTED]



  
**EMSA**  
Praça Europa 4  
1249-206 Lisbon  
Portugal

Cascina Costa, 31st August 2017

**Subject: Specific Contract N°1 implementing Framework Contract 2017/EMSA/OP/12/2016-Lot 3**

Dear 

Thank you for your letter dated 29th August 2017.

Leonardo Helicopters hereby confirms its firm commitment to provide EMSA with the expected quality of the services.

Furthermore, please be informed that Leonardo Helicopters has launched a recovery plan in order to improve the planned date of the acceptance test. Progress of the recovery activities in place is shared between Leonardo Helicopters and EMSA's Program Management Team on a weekly basis.

Leonardo Helicopters remains available for any further clarification you might need and looks forward to continue working with EMSA in order to ensure a successful outcome.

Best regards,

  
Leonardo Helicopters



European Maritime Safety Agency

[REDACTED]  
Leonardo Helicopters  
Piazza Monte Grappa 4  
00195 Roma  
Italy

Registered mail and Email  
[REDACTED]

Lisbon, 13 NOV 2017

**Subject: Specific Contract No 1 implementing Framework Contract 2017/EMSA/OP/12/2016-Lot 3**

Dear [REDACTED]

Following the signature of the specific contract under reference as amended, all activities/services for this specific contract related to the [REDACTED] aircraft (the interim solution until the [REDACTED] will be available for operations) should not exceed 30 June 2017, which already includes one extension of 25 days.

The acceptance of the [REDACTED] aircraft can only be expressed after acceptance tests of the [REDACTED] which took place on the 16 and 17 October 2017. We expect that the acceptance by EMSA of the tests and deliverables will be completed soon and compliant with at least the major part of the tender and offer specifications.

Nevertheless, the Agency would like herewith to inform you that it reserves the right to apply a reduction in price under the conditions laid down in Article II. 16 of the Framework Contract in case the quality of the acceptance tests delivered do not meet the quality levels specified in the tender specifications. In addition due to this late delivery, the Agency will apply the provisions of Article II.15 of the Framework Contract by applying liquidated damages for an amount of EUR [REDACTED] per each calendar day of delay since 1 July 2017. Any observation should be submitted in written to EMSA within 30 days of this letter.

I also want to reiterate, that contractually you are obliged to conclude the developments of the [REDACTED] aircraft by 31<sup>st</sup> of December 2017.

We trust that you will provide the services as expected in terms of quality and that the tests will be completed as soon as possible. We are looking forward to undertake successful operations with you in the near future.

Yours sincerely /

[REDACTED]

[Redacted]

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

By registered mail and  
Email [Redacted]

Lisbon, 23 NOV 2017  
emsa.c.3.0.dir(2017)6416366

**Subject: Partial System Acceptance Test and Readiness for Operations - Specific Contract No 1 for Initial Set-up Phase implementing Framework Contract 2016/EMSA/OP/12/2016-Lot 3**

Dear [Redacted]

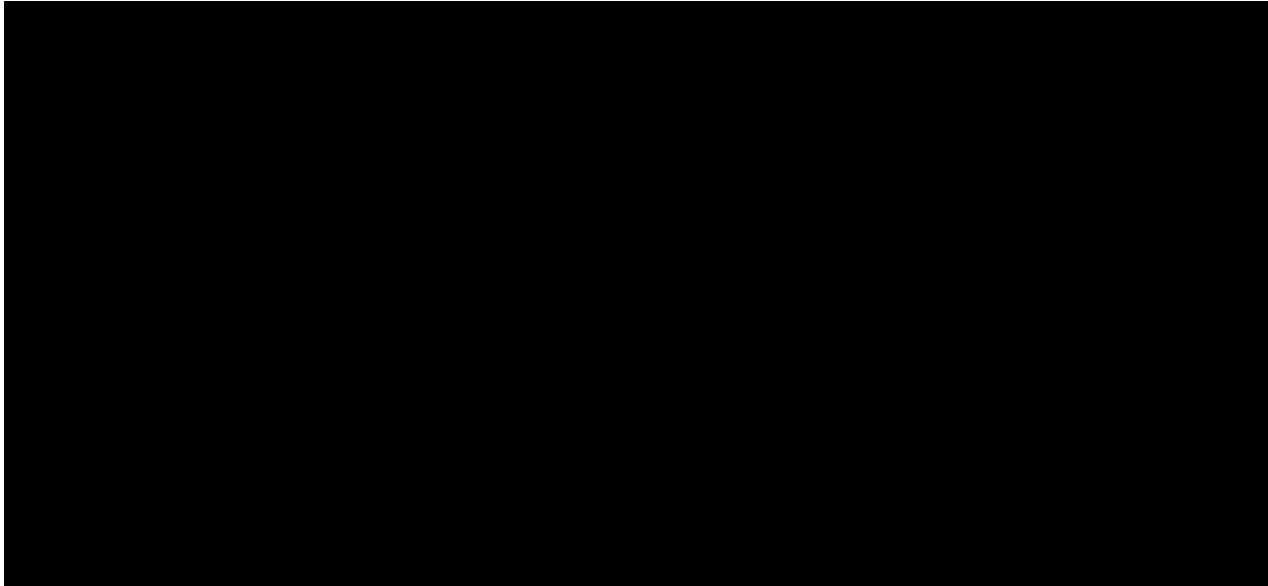
I refer to the report in reference which was sent to EMSA on 30<sup>th</sup> of October 2017 and indicating all tests performed in [Redacted] Italy, on 16<sup>th</sup> and 17<sup>th</sup> of October 2017 in execution of Specific contract No.1 signed between EMSA and LEONARDO as amended on 6<sup>th</sup> of March 2017.

As per point 6.2.1.5 of the tender specifications (Annex 1 of the framework Contract), the report should indicate that all tests performed show that the contractor is ready for a potential deployment according to the requirements in the contract.

In this respect, I inform you that the tests and deliverables were partially accepted up to [Redacted] % of the required capabilities and that your service was therefore found to be only partially compliant with the specifications of the Service Framework Contract 2016/EMSA/OP/12/2016-Lot 3. Please find enclosed the evaluation on the RPAS capabilities at the present stage and the EMSA commented test report.

Until further acceptance tests are performed, the following capabilities (incl. documentation) which have been tested and/or examined were found not fulfilling the quality levels requested in the Service Framework Contract 2016/EMSA/OP/12/2016-Lot 3:

- [Redacted]
- [Redacted]



In accordance with this partial acceptance the Agency considers, as of the date of signature of this letter, that Leonardo Helicopters is ready to provide RPAS services under the contract in reference as per mobilisation alert sent on 31<sup>st</sup> of October 2017 for operation in [REDACTED] (Italy). This readiness for operations is however conditional to the availability of a valid Permit to Fly over open sea (more than [REDACTED] Nautical Miles from the shore) and [REDACTED] clearance for all the components of the [REDACTED] system. Moreover, this partial system acceptance is also conditional to the installation all those devices, such as the [REDACTED] which are needed for the execution of flights over sea in safety (as per Leonardo's internal safety guidelines). Leonardo Helicopters is expected to formally inform EMSA as soon as all the necessary safety measures are in place.

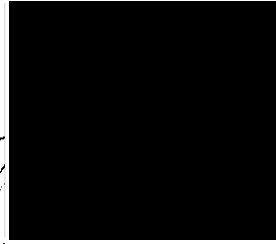
The report is hereby approved as partial acceptance as per article III.4.1 of the Specific Contract No1. As indicated in our letter dated 29<sup>th</sup> of August 2017 and reiterated in our letter dated 13<sup>th</sup> of November 2017, EMSA will apply a reduction of price to be paid under Specific Contract No1 under the conditions laid down in Article II 16 of the Framework Contract taking into account that [REDACTED] % of the required capabilities have been accepted.

Considering that only a Partial Acceptance have been reached, the Specific Contracts No 3 that will be prepared by EMSA in the coming days under the Framework contract can be signed by EMSA and implemented on the condition that Leonardo Helicopters accepts that the price to be paid for on-site activities and flight hours (not for mobilisation costs) will be reduced in line with the [REDACTED] % of the partial acceptance, as per Article II 16 "Reduction in price" of the framework Contract. Such acceptance should be communicated in written to EMSA within two weeks of this letter.

As also indicated in our letter dated 29<sup>th</sup> of August 2017 and reiterated in our letter dated 13<sup>th</sup> of November 2017 and having considered the severity of the delay in the initial set-up of the service, the Agency will also apply the provisions of Article II.15 of the Framework Contract by applying liquidated damages for an amount of EUR [REDACTED] per each calendar day of delay from 1 July 2017.

Finally, [REDACTED] is an interim platform made available to substitute [REDACTED] the aircraft originally proposed by Leonardo helicopters in the bid for the FWC. As per contract amended signed on 22<sup>nd</sup> of March, 2017, [REDACTED] platform shall be available by 31<sup>st</sup> of December 2017 to substitute [REDACTED]

Yours sincerely,



Annex: Commented acceptance test report and Capabilities matrix.