

14 February 2014

**Annex to Letter of Engagement LoE STF 474/03**  
**Declaration of accession to specific Grant Agreement**  
**Waiting EC contract (info Nov 2013)**

**Considering that:**

According to Article I.13.3 of the Framework Partnership Agreement between ETSI and the European Commission of 2009-02-04, the Partner's Members and STF members participating in actions co-funded by the Commission ("co-beneficiaries") shall sign an agreement with the Partner ("beneficiary") reflecting the conditions applicable to them under the Framework Agreement.

**Judge Software Systems, Inc** ("the co-beneficiary")

located at:

4028 Via Galivan  
US - CA 90274 Palos Verdes Estate

represented for the purpose hereof by **Mr. Kevin Judge**.

hereby consents to become a co-beneficiary to specific grant agreement No Waiting EC contract (info Nov 2013), relating to project Interoperability and Integration of Global Navigation Satellite Systems (GNSS) with Telecommunications Systems for the provision of location-based services,

concluded between the **Commission of the European Communities** ("the Commission") and

**The European Telecommunications Standards Institute (ETSI)** ("the Partner")

located at:

650, Route des Lucioles  
06921 Sophia Antipolis Cedex  
France

of which the co-beneficiary is a Member/STF Member.

The co-beneficiary herewith accepts all rights and obligations of a beneficiary to the action.

The co-beneficiary further acknowledges and accepts the terms of the Framework Partnership Agreement, concluded between the Partner – of which it is a Member or a STF member – and the Commission on 4 February 2009 and assumes the rights and obligations following from it in relation to the eligibility to Community funding in general and to this specific grant agreement in particular.

The rights and obligations following from the Framework Partnership agreement include in particular:

- agree upon appropriate arrangements with the Partner for the proper performance of the action;
- forward to the Partner the data needed to draw up the reports, financial statements and other documents provided for in the agreement including its Annexes;
- ensure that all information to be provided to the Commission is sent via the Partner, save where the agreement specifically stipulates otherwise;
- inform the Partner immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware;
- inform the Partner of transfers between headings of eligible costs, as provided in the specific agreement;
- provide all information necessary to comply with the cost control strategy as defined in annex I.A
- provide the Partner with all the necessary documents in the event of audits, checks of evaluations, as described in Articles I.14.1 concerning the Cost Control System, II.20 and II.7.
- comply with the conditions of article I.13 and II.10 where the execution of the tasks is subcontracted to third parties by the co-beneficiary
- facilitate the checks and audits as foreseen in Article II.20 of the Framework

Done in **three copies**, of which one shall be kept by the **Partner**, one by the **co-beneficiary**, the third being sent to the **Commission** by the Partner in accordance with Article 1 of the grant agreement and Article I.4.1 of the Framework Partnership agreement.

For the co-beneficiary organisation  
**Judge Software Systems, Inc,**  
(signature and stamp)

**Mr. Kevin Judge**  
**Role:**

Date:

## **Accession Form - reference to relevant Articles in the Framework Partnership Agreement (FPA)**

The following Articles are abstract from the Framework Partnership Agreement (FPA) of 2009-02-04 between the EC and ETSI that are mentioned in the Accession Form.

The complete document cannot be published because it contains confidential clauses.

For further questions, please contact the STF Support Unit Director Alberto Berrini [alberto.berrini@etsi.org](mailto:alberto.berrini@etsi.org) +33 4 9294 4264.

### **Article I.4.1**

The Partner's Members and STF members may participate in the actions awarded following this partnership agreement.

For this purpose, the Partner's Member or STF member shall sign an Accession Form according to the model in Annex III to this partnership agreement for each action it participates in. The Accession Form will be attached to the specific grant agreement.

Only Partner's Members and STF members that have signed the Accession Form will be eligible for community financing for the action specified in the specific agreement to which it is attached and will be considered as co-beneficiary to the specific action concerned.

### **Article I.13.3**

For the implementation of standardisation work, Specialist Task Forces (STF) are established. Members of STFs can either be staff of the Partner's Members or external experts shall be appointed according to the Partner's internal rules subject to their compliance with Article II.10, especially regarding the absence of conflict of interests. The procedures applied shall be transparent and open.

The Commission can, where applicable, ask the Partner to produce evidence that the selection and nomination of the STF Members has been performed according to those procedures.

In the case of nomination of external experts, the award of contracts under 60 000 EUR shall not be subject to the conditions of article I.13.2 (GC note: value of procurement contract/subcontracting).

The costs of the relevant external expert shall be eligible up to the amount eligible for a member of staff in the same function, and under the condition that they are selected according to the STF selection procedure, as adopted by the Partner's governing body. The partner or the Partner's members shall not be allowed to make any profit on the cost of external experts.

### **Article I.14.1**

The eligible costs of the action or work programme shall be identifiable and verifiable in the financial reporting system or procedures set up by the Partner.

The Partner shall have internal accounting/reporting and auditing procedures that permit direct reconciliation of the costs and revenue declared in respect of the action or work programme with the corresponding accounting statements and supporting documents.

The Partner is responsible, when submitting the payment requests or in the event of audits, as described in Articles II.7 (GC note: Evaluation) and II.20 (GC note: Checks and Audits), for providing all the necessary documents, including copies of accounting documents and signed copies of sub-contracts, if any have been concluded in accordance with Article II.10 (GC Note: Award of Contracts).

The Partner shall ensure a centralised Cost Control System, maintained under direct responsibility of the Partner's Secretariat, containing all documentation necessary for the justification of the costs made by the Partner and the Partner's Members in the execution of the actions under this Agreement. This Cost Control System should include all supporting documents required by this Agreement, in

particular the cost control strategy, conditions of payment and ex-post auditing. This documentation should be up to date and directly accessible on request of the Commission.

**Article II.7 – Evaluation**

Whenever the Commission carries out an interim or final evaluation of an action's impact measured against the objectives of the Community programme concerned, the Partner undertakes to make available to the Commission and/or persons authorised by it all such documents and information as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.20

**Article II.10 – Award of Contracts****Article II.10.1**

If the Partner has to conclude contracts in order to carry out an action and they constitute costs under an item of eligible direct costs in the estimated budget for the action annexed to the specific agreement, he shall award the contract to the bid offering best value for money; in doing so, he shall take care to avoid any conflict of interests.

**Article II.10.2**

The overall coordination of the standardisation process, the formal adoption and voting process of standards and their up-dating are considered to be the core business of the Partner and as such may not be subcontracted.

**Article II.10.3**

Contracts referred to in paragraph 1 (article II.10.1) may be awarded only in the following cases;

- a) Recourse to the award of contracts must be justified having regard to the nature of the action and what is necessary for its implementation;
- b) The tasks concerned must be set out in the annex to the specific agreement that describes the action and the corresponding estimated costs must be set out in detail in the estimated budget for the action;
- c) Any recourse to the award of contracts while the action is underway, if not provided for in the grant application, shall be subject to prior written authorisation by the Commission;
- d) The Partner shall have the sole responsibility for executing the action and complying with the terms of the framework agreement and the corresponding specific agreement. The Partner must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Commission under the framework agreement and/or specific agreement;
- e) The Partner must undertake to ensure that the conditions applicable to him under Articles II.2, II.6, II.7, II.11 and II.20 of the framework agreement are also applicable to the contractor

**II.20 – Checks and Audits****Article II.20.1**

The Partner undertakes to provide any detailed information requested by the Commission or by any other outside body authorised by the Commission to check that the actions and provisions of the framework agreement and/or specific agreements are being properly implemented.

**Article II.20.2**

The Partner shall keep at the Commission's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to each specific agreement for a period of five years from the date of payment of the balance of the corresponding action.

**Article II.20.3**

The Partner agrees that the Commission may have an audit of the use made of the grants awarded carried out either directly by its own staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the specific agreements until their balances are paid and for a period of five years from the date of payment of the balance for the corresponding actions. Where appropriate, the audit findings may lead to recovery decisions by the Commission.

**Article II.20.4**

The Partner undertakes to allow Commission staff and outside personnel authorised by the Commission the authorised right of access to sites and premises where the actions are carried out and to all the information, including information in electronic format, needed in order to conduct such audits.

**Article II.20.5**

By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Community law for the protection of the financial interests of the European Communities against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Commission.

**Article II.20.6**

The European Court of Auditors shall have the same rights as the Commission, notably right of access, as regards checks and audits.