

# GRANT AGREEMENT

Reçu le :

06 DEC. 2013

F.I.A. 8, place de la Concorde  
75008 PARIS

THIS GRANT AGREEMENT is made as a deed on

BETWEEN:

(1) **Fédération Internationale de l'Automobile**, a non-profit organisation under number FR 21 784 354 128, with its registered address at 8, place de la Concorde, 75008 Paris, France (the "FIA").

and

(2) **ACI, Automobile Club d'Italia (ACI)** via Marsala n. 8, 00185 Rome, Italy (the "Grantee")

WHEREAS

- (1) Pursuant to a grant received from the FIA Foundation for the Automobile and Society (the "FIA Foundation"), the FIA has established the 2012 FIA Road Safety Grant Programme to support the goals of the Decade of Action for Road Safety.
- (2) The FIA Road Safety Grant Programme must meet the following objects of the FIA Foundation; namely the promotion of public safety and public health, the protection and preservation of human life and for the conservation, protection and improvement of the physical and natural environment, in particular by: (a) promoting research, disseminating the results of research and providing information in any matters of public interest which include road safety, automobile technology, the protection and preservation of human life and public health, transport and public mobility and the protection of the environment; and (b) promoting improvement in the safety of drivers, passengers, pedestrians and other road users.
- (3) The Grantee has applied to the FIA for funding for road safety related activities in furtherance of those purposes set out above and has been selected to receive a Grant on the terms provided in this **Contract**.

NOW IT IS AGREED as follows:

## 1. Grant

1.2 The FIA will provide to the Grantee the Grant on the dates and installments set out in Annex 2.

1.2 The payment of Grant Installments to the Grantee shall be subject to the Grantee complying with the terms and conditions of this **Contract** including any specific project conditions set out in Annex 2. To the extent that these terms and conditions are not complied with, the FIA shall be under no obligation to pay any or all of the Grant to the Grantee.

1.3 The FIA may suspend payment Grant Installment at any time if it wishes to investigate any aspect of the **Project**, including the execution of the **Project** and the use of any part of the Grant by the Grantee.

1.4 The Grantee agrees that during the term of the **Contract** it will not accept or enter into any agreement or obligation inconsistent or incompatible with its obligations under the **Contract**.

## 2. Project Execution

2.1 The Grantee shall undertake the **Project** in accordance with the Project Description, the specifics of the **Project** provided in the Application Form, Article 4.1 (c) and as may be agreed otherwise with the FIA from time to time.

2.2 The Grantee shall take all reasonable steps to verify that the **Project**, whether carried out directly by itself or indirectly by its Associates, at all times remains consistent with the objects of the FIA Road Safety Grant Programme and relevant best practices and policies as published or notified by the FIA or the Foundation from time to time, and that the expenditure is reasonable in the context of, and exclusively for the purpose of, achieving the objects of the FIA Road Safety Grant Programme and that accurate records of such expenditure are maintained.

2.3 The Grantee shall ensure that in carrying out the **Project** it complies, and its employees, directors and Associates comply, with all applicable anti-bribery and anti-corruption laws.

## 3. Use of Grant

3.1 the Grantee shall use the Grant only for the payment of the following costs:

(a) salaries and contractual benefits and allowances of the Grantee's employees engaged in the **Project**;

(b) payment for the supply of goods used in the **Project**;

(c) payment for the supply of services used in the **Project**;

(d) payment of approved sub-contractors or agents of the Grantee engaged in the **Project**; and

(e) such other costs as may be agreed with the FIA from time to time, (together, the "**Allowable Costs**").

3.2 The Grantee shall not use all or any part of the Grant for the payment of any **Excluded Costs**.

3.3 The Grantee shall use reasonable endeavors to negotiate commercially reasonable and arm's length terms for all **Allowable Costs** it incurs.

3.4 The Grantee shall maintain records, receipts and invoices evidencing the **Allowable Costs** it incurs.

## 4. Information, Evaluation and Audit

4.1 The Grantee shall provide a written report to the FIA in a form to be agreed with the FIA and in one of the following languages: English, French, Spanish, and German:

(a) Mid-term or upon the reasonable request of the FIA, the Grantee will prepare a "**Progress Report**" consisting of:



(i) a publishable summary of the Grantee's progress towards the objectives of the **Project**, including details of the attainment of any milestones or deliverables and any difference between the expected and actual outcomes of the **Project**;

ii) an explanation of the resources used by the Grantee;

(iii) the **Financial Details**; and

(iv) a certification in a form satisfactory to the FIA that: the Grantee has complied with Clause 2.2; and Clause 2.3; and

(b) within two months of the completion of the **Project** or, if applicable, the termination of the **Contract** (a "**Completion Report**") consisting of:

(i) a publishable summary of the **Project's** results, conclusions, impact and any difference between expected and actual outcomes of the **Project**;

(ii) an explanation of the resources used by the Grantee; and

(iii) the **Financial Details**; and

(iv) a certification in a form satisfactory to the FIA that: the Grantee has complied with Clause 2.2 and Clause 2.3,

and shall also provide to the FIA, at such times as requested by the FIA, such other information as the FIA may reasonably request, including during the course of any Audit carried out pursuant to Clause 4.3, in relation to the **Project**.

(c) The Grantee shall also provide to the FIA evidence that the **Project** is:

(i) innovative, directly adding value to Club road safety activities and representing a new or innovative approach, or an approach that could potentially serve as a pilot project to test a concept for adaptation by other FIA Clubs.

(ii) backed by a strong project management plan, including:

A. The **Project** management leader and team and their roles and responsibilities

B. A description of the **Project**, including its goals and objectives, target audience, deliverables, performance metrics, and budget and financial plan

C. The **Project** schedule, including the overall timeline, the start and completion date, and regular milestones

D. A communication plan

E. A risk management plan, including an identification of the major risks to the project, plans for managing risk, identification of other sources of **Project** revenue and the dependence of the **Project** on them, the potential for loss of control over the **Project** due to government, other sponsors or partners.

4.2 The FIA may suspend payment of all or part of any Grant installment if the Grantee fails to provide a satisfactory **Progress Report** and **Completion Report** and the FIA may require the Grantee to take remedial action to address issues before making any further payments of Grant installments.

4.5 The FIA shall be entitled, for the duration of this **Contract** and for a period of seven years after the later of the termination of this **Contract** and the completion of the **Project**, to conduct, either by itself or by auditors or other advisers appointed by it, an audit at the Grantee's facilities of the Grantee's execution of the **Project** and use of the Grant (an "**Audit**").

## 5. Intellectual Property

5.1 The Grantee shall grant to the FIA and the FIA Foundation or shall procure the grant to the FIA and the FIA Foundation of an irrevocable, perpetual, non-exclusive and royalty free right and license to use for its internal and non-commercial purposes any **Intellectual Property** created, developed or acquired by the Grantee in relation to the **Project**.

5.2 Subject to the FIA and the Grantee agreeing the terms, including any royalty fee or other payment, the Grantee shall grant to the FIA and/or the FIA Foundation, or shall procure the grant to the FIA and/or the FIA Foundation, of a right and license to use for a purpose other than its internal and non-commercial purposes any **Intellectual Property** created, developed or acquired by the Grantee in relation to the **Project**.

5.3 The Grantee shall execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the FIA, be necessary to give effect to Clause 5.1.

## 6. Communications

6.1 The Grantee shall specify in each **Communication** relating to the **Project**, unless the FIA agrees otherwise (a) that the Grantee and the **Project** have received funding for the **Project** from the FIA Foundation through the FIA Road Safety Grant Programme; (b) that the **Project** is in support of the Decade of Action; and (c) that the **Communication** reflects the author's views and the FIA and FIA Foundation accept no liability for any use that may be made of the information contained in the **Communication**.

6.2 The Grantee shall:

(a) display the FIA and Foundation Logos on each **Communication** relating to the **Project** in the manner provided in the **Display Requirements**, including any revised **Display Requirements** provided by the FIA to the Grantee from time to time during the term of this **Contract**; and

(b) obtain the prior written approval of the FIA (which approval may be withheld by the FIA for any reason it considers appropriate) for the publication of each **Communication** before such **Communication** is published.

6.3 The FIA maintains the right to demand the immediate withdrawal or cessation by the Grantee of any **Communication** relating to the **Project** it considers to be contrary to the **Contract** or to the reputation or interests of the FIA or the Foundation. The Grantee shall immediately withdraw or cease or procure the immediate withdrawal or cessation of any **Communication** or promotional material in respect of which the FIA demands withdrawal or cessation.

6.4 The FIA shall be entitled to publish and to authorize the FIA Foundation to publish, in such manner as it considers appropriate all relevant details relating to the Grantee and the **Project**.



## 7. Liability

7.1 Without prejudice to the FIA's other rights and remedies, the Grantee shall be liable for and shall indemnify and hold harmless the FIA from and against all losses incurred by the FIA as a result of or relating to the **Project**, including any loss or damage arising from the Grantee's or any of its Associates' negligence, bribery, corruption, breach of the **Contract** or any third party claims.

7.2 If any provision determining the liability of the Grantee is or becomes illegal, invalid or unenforceable, that shall not affect or impair the other liabilities or obligations of the Grantee.

7.3 Subject to Clause 7.4, the FIA's cumulative liability for any loss or damage, direct or indirect, for any cause whatsoever (including but not limited to liability arising under or out of or related to the **Contract**) shall not under any circumstances exceed the Grant.

7.4 The FIA shall not be liable for any loss or cost if it does not pay an amount of the Grant in the amount or at the time provided in this **Contract**.

## 8. Term

8.1 The **Contract** will terminate on the date on which the FIA provides notice to the Grantee that it is satisfied with the Grantee's **Completion Report** referred to in Clause 4.1 (b).

8.2 Notwithstanding any other provision hereof, the FIA may terminate the **Contract** with immediate effect and without cost if any of the following events occur:

(a) the Grantee does not conduct the **Project** in accordance with the specifics of the **Project** provided Project Description or as may be agreed with the FIA from time to time;

(b) the Grantee uses any part of the Grant for a purpose other than the **Project**;

(c) the Grantee provided any false or misleading information in applying for the Grant;

(d) the Grantee provides any false or misleading information in a **Progress Report** or when otherwise requested by the FIA;

(e) the Grantee acts in a manner that may harm its reputation or the reputation of the FIA or acts illegally or negligently at any time during the term of the **Contract**;

(f) the Grantee commits a breach of the **Contract** that is not capable of remedy or, if remediable, has not remedied it within 30 days of the Foundation's written notice requiring the default to be remedied;

(g) steps (including any steps analogous to those following) are taken to wind up the Grantee or to place the Grantee into administration or to have a receiver appointed over any of its assets, other than as part of a scheme of solvent reconstruction or amalgamation;

(h) the Grantee ceases or threatens to cease carrying on business or makes any composition or arrangement with its creditors or becomes subject to any other insolvency process or proceeding (other than as part of a scheme of solvent reconstruction or amalgamation) or has any of its assets or undertakings seized by a government or governmental agency or authority (including any acts analogous to the above);

## 9. Effect of termination

9.1 The termination of the **Contract** in accordance with Clause 8 shall be without prejudice to the parties' respective accrued rights and liabilities.

9.2 If the FIA terminates the **Contract** in accordance with Clause 8, the FIA shall be under no further obligation to provide the Grantee with any part of the Grant and the Grantee shall repay such amount of the Grant as the FIA requests and shall make such repayment at such time and into such account as the FIA shall specify.

## 10. Assignment

10.1 The **Contract** shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

10.2 The Grantee shall not be entitled to encumber (including by way of security), assign or sub-contract its rights or obligations under the **Contract** in whole or in part without the prior written consent of the FIA.

10.3 For the avoidance of doubt, the FIA may assign or sub-contract any or all of its rights and obligations under the **Contract** in whole or in part without the prior written consent of the Grantee.

## 11. Confidentiality

The Grantee shall keep secret and confidential and shall not disclose to any other person any information or material of a technical, financial or confidential manner relating in any manner to the business or activities of the FIA that may be received or obtained in connection with or incidental to the Grant, the **Project** or performance of the **Contract** (including the terms of the **Contract**) without the FIA's consent,

## 12. Governing Law

12.1 The governing law of this Contract shall be English law.

12.2 The Courts of England and Wales shall have sole jurisdiction to settle any dispute that may arise between the parties in connection with this **Contract**.

## 13. General

13.1 Any notice to be given under the **Contract** shall be given in writing delivered to the Grantee party by any one or more of the following methods:

(a) personal delivery to one of its corporate officers, in which case notice shall be treated as having been given at the time of such personal delivery;

(b) first class registered post or courier delivery service (such as DHL or UPS) to the address mentioned above (or such other address as may be notified to the other party in writing from time to time),

13.2 Nothing in the **Contract** is intended to, or shall be deemed to: establish any contract of employment, partnership or joint venture between the FIA and the Grantee; or constitute any party



as the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

13.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the **Contract** and no person who is not a party to the **Contract** may enforce any of its terms.

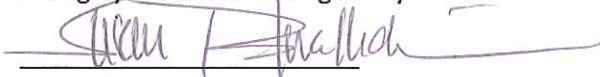
13.4 Any variation of the **Contract** shall be ineffective unless agreed in writing and signed by the parties.

13.5 If, at any time, any provision of the **Contract** is or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other provision of the **Contract**.

13.6 The **Contract** constitutes the whole and only agreement between the parties with respect to the subject matter covered and except to the extent repeated in the **Contract**, the **Contract** supersedes and extinguishes any undertakings, representations or warranties existing or made between the Parties prior to the date of the **Contract**.

Executed as a Deed by **Fédération Internationale de l'Automobile**

acting by its Authorised Signatory

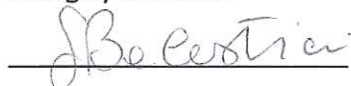


Name: Susan Pikrallidas

Date: 18.12.2013

Executed as a Deed by

acting by a director



Name: STEFANIA BALESTRIERI

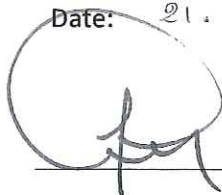
Date: 21.11.2013

in the presence of:

\_\_\_\_\_

Name: ANGELO STICCHI DAMIANI

Date: 21.11.2013



2 Annexes – Annex 1 Definitions

Annex 2 Project Details

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## Annex 1 DEFINITIONS

The following terms shall be understood to have the following meanings for the purposes of the Contract.

1.1 **"Allowable Costs"** has the meaning provided in Clause 3.1

1.1 **"Communication"** means any communication in any medium, including spoken, made by or at the direction of the Grantee or that the Grantee may otherwise control, including any advertising, publicity or promotional material.

1.2 **"Completion Report"** has the meaning provided in Clause 4.1 (b).

1.3 **"Contract"** means this agreement between the FIA and the Grantee and includes the Annex(es) and any amendments to this agreement made from time to time in accordance with the terms of this agreement.

1.4 **"Display Requirements"** means the requirements applicable to the display of the FIA Logo and the FIA Foundation Logo as may be communicated by the FIA to the Grantee from time to time during the term of this Contract.

1.5 **"Excluded Costs"** means those costs designated as such on the agreed budget and such other costs as the FIA may designate as such by notice to the Grantee from time to time.

1.6 **"Financial Details"** means such financial information as the FIA may require, including details of the utilisation of the Grant in the Project at the relevant time, and:

- (a) a statement of Allowable Costs incurred in the Project;
- (b) a statement of Excluded Costs incurred in the Project; and
- (c) a statement of the revenue generated by the Project.

1.7 **"Intellectual Property"** means all intellectual property including without limitation patents, trademarks, logos, service marks, trade names, internet domain names, rights in designs, copyright, moral rights, database rights in each case whether registered or unregistered and including applications and rights to apply for registration, inventions, know-how and all rights or forms of protection having equivalent or similar effect anywhere in the world. In this definition, "know-how" includes confidential business and commercial information and techniques in any form including, without limitation, drawings, formulae, test results, reports, Progress Reports, Completion Reports, testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, and lists and particulars of customers and suppliers.

1.8 **"Progress Report"** has the meaning provided in Clause 4.1

1.9 **"Project"** means the Project for which the Grantee has been awarded the Grant, as described in Appendix 2.



Annex 2PROJECT DETAILS

Project: **No drowsy driving**

Country: **Italy**

Project Commencement Date: 1st January 2014

Project Conclusion Date: 31st December 2014

Grant Amount: **30000€**

Payment Schedule

Payment Amount

January 2014

50 % of Grant Amount

**Project Description and Budget**

According to international data drowsy driving acts as a concurrent cause of 1/5 of road crashes. The main pathology causing drowsiness is the so-called Obstructive Sleep Apnoea Syndrome (OSAS). For people suffering from OSAS the risk of road accidents is 12 times higher in comparison with the risk of motorists in general and more than twice higher than the one connected with alcohol abuse and/or use of medicines (tranquilizers, cannabis, opiates). OSAS can be diagnosed and treated. ACI, in cooperation with experts from the organisations participating in the project on "Drowsiness and Safety in OSAS Patients" aims at:

- 1) Making users aware on effects deriving from failed diagnosis and treatment of OSAS in terms of road crashes and social costs
- 2) Informing on correct screenings, diagnoses and therapies
- 3) Publicising and promoting activities to combat this phenomenon
- 4) Drafting appropriate law proposals