

GRANT AGREEMENT

Automobile Club d'Italia
Protocollo Uscita DESMT
addir015/0000429/20
Data 24/09/2020
Cod.Registro: DAI

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) **AUTOMOBILE CLUB D'ITALIA Via Marsala 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 objectives 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

- 1.1 The **FIA** shall pay, or procure the payment of, the **Grant** to the **Grantee**, in accordance with clause 1.2, by the crediting of funds to the **Bank Account** in the amounts and at the times provided in Annex 2.
- 1.2 Unless otherwise agreed by the **FIA**, the payment of the **Grant** shall not be made to an entity or a person other than the **Grantee**. If, by way of exception, the recipient of the **Grant** is a different person than the **Grantee**, this must be expressly mentioned in **Annex 2**.
- 1.3 The **FIA** may suspend payment of the **Grant** at any time if it wishes to investigate any aspect of the **Project**, including the execution of the **Project** and the use of the **Grant** by the **Grantee**. The **FIA** may also suspend payment of the **Grant** at any time if it transpires that any representation or warranty given by the **Grantee** in clause 7.1 is inaccurate.

1.4 The **Grantee** shall use the **Grant** only in the execution of the **Project** in accordance with clause 2.

1.5 The **Grantee** acknowledges that the **FIA**:

- (a) may provide funding (or procure the provision of funding), including by providing grants (or procuring the provision of grants), to one or more persons conducting a **Project** the same as, or similar to, the **Project**; and
- (b) does not guarantee:
 - a. the success of the **Project**; and
 - b. that the **Grant** is sufficient for the completion of the **Project**.

1.6 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** and the **Grantee** shall notify the **FIA** in writing immediately if, at any time during the term of the **Contract**, it becomes aware of any possible or actual conflict of interest with the performance of its obligations under the **Contract**.

2. Project Execution

2.1 The **Grantee** shall implement the **Project** in accordance with the **Project Description**, the specifics of the **Project** provided in the **Application Form**, the conditions provided under Article 4.1 (c) and any specific conditions which 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 **Associated Persons** 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 **FIA 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, subcontractors and **Associated Persons** comply, with all applicable anti-bribery and anti-corruption laws. The **Grantee** shall not use the **Grant**, or any part of the **Grant**, for any payment or conduct that is prohibited by applicable anti-bribery or anti-corruption laws and shall maintain adequate procedures to prevent any such payment or conduct from occurring.

3. Information and Reporting

3.1 The **Grantee** shall provide written reports to the **FIA** in a form to be agreed with the **FIA** (in one of the following languages: English, French, Spanish or German), within two months of the completion of the **Project** or, if applicable, at the termination of the **Contract**, a "Final Report" consisting of:

- (a) a summary of the **Project's** results, conclusions, impact and any difference between expected and actual outcomes of the **Project**;
- (b) an explanation of the resources used by the **Grantee**; and
- (c) the **Financial Details**; and

- (d) 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 **Review** carried out pursuant to clause 3.3, in relation to the **Project**.

3.2 The **Grantee** shall promptly provide the **FIA** with written notice of any actual or threatened claim or investigation concerning the **Grantee** that may affect the **Project** and of any actual or threatened investigation, enquiry or enforcement proceedings (including by any governmental, administrative or regulatory body) relating to any offence or alleged offence under any applicable anti-bribery or anti-corruption laws against it or any of its employees, directors or **Associated Persons**.

3.3 The **FIA** shall be entitled, for the duration of this **Contract** and for a period of two years after the later of (i) the termination of this **Contract**; and (ii) the completion of the **Project**, to conduct, either by itself or by auditors or other advisers appointed by it, a review at the **Grantee's** facilities (or other location agreed by the **FIA** and the **Grantee**) of the **Grantee's** execution of the **Project**, use of the **Grant** and the **Grantee's** anti-bribery and anti-corruption procedures (a "**Review**").

3.4 If the **Final Report** (in particular the Financial Details) indicates that the costs incurred in the **Project** are less than the costs provided in the **Budget**, the **Grant** shall be reduced to an amount equal to the appropriate **Percentage** of total **Project** cost.

4. Warranties

4.1 The **Grantee** represents and warrants to the **FIA** that:

- (a) it has full power and authority to:
 - (i) receive and use the **Grant**; and
 - (ii) enter into and fully perform its obligations under the **Contract**;
- (b) the provisions of the **Contract**, when executed, will constitute valid and binding obligations on the **Grantee** enforceable in accordance with its terms;
- (c) the **Grantee** does not at the date of this **Contract** owe any amount to the **FIA** or any **FIA Affiliated Person**;
- (d) in carrying out the **Project** and using the **Grant**, or any part of the **Grant**, it shall, and its employees, directors and **Associated Persons** shall, comply with all applicable anti-bribery and anti-corruption laws; and
- (e) neither it, nor any of its employees, directors or **Associated Persons**, has been engaged in any payment or conduct that would constitute an offence under any applicable anti-bribery or anti-corruption laws or has been the subject of, or threatened with, any investigation, enquiry or enforcement proceedings (including by any governmental, administrative or regulatory body) regarding any offence or alleged offence under any applicable anti-bribery or anti-corruption laws, nor, to the best of the **Grantee's** knowledge, are there any circumstances likely to give rise to any such investigation, enquiry or proceedings.

4.2 The **FIA** represents and warrants to the **Grantee** that:

- (a) it has full power and authority to enter into and fully perform its obligations under the **Contract**; and
- (b) the provisions of the **Contract**, when executed, will constitute valid and binding obligations on the **FIA** enforceable in accordance with its terms.

5. Liability

- 5.1 The **Grantee** acknowledges and agrees that, save for the express commitments of the **FIA** in the **Contract** in respect of confidentiality and the conduct of audits, the **FIA's** sole obligation and liability under the **Contract** is to procure the provision of the **Grant**. 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 loss and damage incurred or suffered by the **FIA** as a result of or relating to the **Project**, including any loss or damage arising from the **Grantee's** negligence, bribery, corruption, breach of the **Contract** or any claims from any third party.
- 5.2 Subject to clauses 5.3 and 5.4, 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 amount of the **Grant**.
- 5.3 The **FIA** shall not be in breach of the **Contract**, nor be liable for any failure or delay in the performance of any of its obligations in the **Contract** arising from, or attributable to, a **Force Majeure Event**.
- 5.4 For the avoidance of doubt, nothing in the **Contract** shall cap or limit in any way the **Grantee's** liability to the **FIA** and nothing in the **Contract** shall exclude or limit the liability of a party for death or personal injury caused by negligence, or for fraud, deceit or fraudulent misrepresentation, howsoever caused.

6. Term

- 6.1 The **Contract** will start on 1 October 2020 and terminate on the date on which the **FIA** provides notice to the **Grantee** that it is satisfied with the **Grantee's** **Final Report** referred to in clause 3.1.
- 6.2 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** uses any part of the **Grant** for a purpose other than the **Project**;
 - (b) the **Grantee** provides any false or misleading information in a **Project** report or when otherwise requested by the **FIA**;
 - (c) it transpires that any representation or warranty given by the **Grantee** pursuant to clause 7.1 is inaccurate;
 - (d) the **Grantee** is a member of the **FIA**, the **Grantee** ceases to be a member of the **FIA**;
 - (e) the **Grantee** acts in a manner that may harm its reputation or the reputation of any **FIA Affiliate** or acts illegally or negligently at any time during the term of the **Contract**;
 - (f) the **Grantee** commits any offence under the applicable anti-bribery or anti-corruption laws;
 - (g) 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 **FIA's** written notice requiring the default to be remedied;
 - (h) steps (including any steps analogous to those following) are taken to wind up the other or to place the other 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; or
 - (i) 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);

7. Assignment

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

7.2 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**. Notwithstanding any assignment and/or subcontracting, the **Grantee** shall remain fully responsible for the performance of its obligations under the **Contract** as the principal obligor and, for the avoidance of doubt, shall be responsible for the acts and omissions of any assignee and/or subcontractor to the same extent as if such acts or omissions were the acts or omissions of the **Grantee**.

7.3 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**.

8. Communication

8.1 The **Grantee** shall:

- (a) display the **FIA** and **FIA 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.

8.2 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 **FIA 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.

8.3 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**.

9. Confidentiality

Each of the parties undertakes to the other that it shall, and shall procure that its directors, employees and agents shall, and the **Grantee** shall procure that its sub-contractors 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 other party's consent, provided that the party receiving such information or material shall not be prevented from using the same to the

extent that it is in, or comes into, the public domain otherwise than by the default or negligence of such party, or is required to be disclosed by any governmental or other authority or regulatory body to such extent only as is necessary for the purposes contemplated by the **Contract**, or as is required by law.

10. Governing Law

- 10.1 This **Contract** (and all contractual and non-contractual obligations arising under or in connection with the **Contract**) shall be governed and construed in accordance with French law.
- 10.2 The Courts of Paris shall have sole jurisdiction to settle any contractual and non-contractual disputes that may arise between the parties in connection with the **Contract**.
- 10.3 The language that shall prevail for the interpretation of the **Contract** shall be English and the **Contract** and all documents connected with the **Contract** shall be written in English. In the event of any conflict between the language of the **Contract** and any translation thereof, the language of the **Contract** shall prevail. In the event of any conflict between the language of any document connected with the **Contract** and any translation thereof, English shall prevail.

11. General

- 11.1 Without prejudice to any other rights or remedies available to it under the **Contract** or otherwise, the **FIA** may at any time, without notice to the **Grantee**, set off any liability of the **Grantee** to the **FIA** against any liability of the **FIA** to the **Grantee**, whether any such liability is present or future, liquidated or unliquidated, under the **Contract** or not and irrespective of the currency of its denomination and the **FIA** may convert either liability at a market rate of exchange for the purpose of set off if the liabilities are expressed in different currencies.
- 11.2 No delay or omission or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof.
- 11.3 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), in which case notice shall be treated as having been given on the date of actual receipt at that address (or on the next local **Business Day** if delivered on a local non **Business Day** or after 4.00 p.m. local time on a local **Business Day**), which shall rebuttably be presumed to be the second local **Business Day** after posting; or
 - (c) facsimile to the numbers below (or such other facsimile number as may be notified to the other party in writing from time to time), in which case notice shall be treated as having been received at the time of actual receipt (or on the next local **Business Day** if delivered on a local non **Business Day** or after 4.00 p.m. local time on a local **Business Day**) and rebuttably be presumed to have been duly received at the time indicated on the automatic acknowledgement transmitted by the **Grantee** fax machine:

Grantee: the number provided on the **Project Details**
 FIA: +41 22 544 4452

- 11.4 Nothing in the **Contract** is intended to, or shall be deemed to: (i) establish any contract of employment, partnership or joint venture between the parties and their respective employees, directors, sub-contractors and agents; or (ii) 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.
- 11.5 The **Grantee** shall not, and shall procure that its employees, directors, sub-contractors and agents shall not, hold themselves out as employees, directors, sub-contractors or agents of the **FIA**.
- 11.6 A person who is not a party to the **Contract** shall not be entitled to any benefit from or enforce any benefit under the **Contract**.
- 11.7 Any variations of the **Contract** shall be ineffective unless agreed in writing and signed by the parties.
- 11.8 Notwithstanding any other term of the **Contract**, the consent of any person who is not a party to the **Contract** is not required to rescind or vary the **Contract** at any time.
- 11.9 If any term, provision or condition of the **Contract** is held by a court of competent jurisdiction to be invalid, void or unenforceable such invalidity, voidness or unenforceability shall not invalidate the remainder of the **Contract**, all of which shall remain in full force and effect.
- 11.10 The **Contract** and its annexes constitute the whole agreement between the parties in relation to the subject matter covered and supersedes any previous agreement between the parties in relation to such matters which shall cease to have any further effect. No party has entered into the **Contract** in reliance upon any representation, warranty or undertaking that is not set out or referred to in the **Contract**.
- 11.11 The **Contract** may be executed in any number of counterparts (whether original or facsimile counterparts) and upon due execution of all such counterparts by all parties, each counterpart shall be deemed to be an original hereof.
- 11.12 Clauses 4, 5, 8, 9 and 10 shall survive the termination of the **Contract** for any reason (but shall terminate at the time expressly provided in the relevant clause, if any).
- 11.13 This **Contract** is signed by the authorised representatives of each party.

Executed by **Fédération Internationale de l'Automobile**

Acting by

Name: Andrew McKellar

Title: Secretary General for Automobile Mobility and Tourism

Date:

Signature

Name: Jean-Baptiste Pinton

Title: Chief Administrative Officer

Date:

Signature:

Jean-Baptiste PINTON
Chief Administrative Officer

Executed by **the Grantee**

Acting by

Name:

Title:

Date:

Signature:

Annex 1 DEFINITIONS

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

- 1.1 "**Associated Person**" means any agent, representative, affiliate, service provider, subcontractor, local partner, and group Company of the relevant party.
- 1.2 "**Business Day**" means a day other than Saturday or Sunday or a public or bank holiday in the jurisdiction of the **Grantee** and/or the **FIA**.
- 1.3 "**Budget**" means the anticipated budget submitted by the **Grantee** for the **Project** and agreed with the **FIA** as specified in the Project Details - Annex 2.
- 1.4 "**Contract**" means this agreement between the **FIA** and the **Grantee** and includes the Appendices and any amendments to this agreement made from time to time in accordance with the terms of this agreement.
- 1.5 "**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.
- 1.6 "**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**.
- 1.7 "**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;
- 1.8 "**Force Majeure Event**" means any act, event or omission that is beyond the reasonable or actual control of the party affected thereby including any strike, labour disturbance or lockout (except, in each case, of its own employees or, in the case of the Promoter, those of its affiliates), fire, failure of public utility, abnormally inclement climate or weather conditions, flood, lightening, earthquake, subsidence, structural damage, natural disaster, act of god, government action, riot, disease, epidemic, civil commotion or armed conflict, war, terrorist action or the threat of any of the foregoing.
- 1.9 "**Percentage**" means the percentage of the Budget (if any) used in order to calculate the Grant Amount awarded to the Grantee, as specified in Annex 2.
- 1.10 "**Project**" means the **Project** for which the **Grantee** has been awarded the **Grant**, as described in the Project Details in Annex 2.

2. Interpretation

In the **Contract**, unless the context requires otherwise, the following rules of interpretation shall apply.

- 2.1 The singular shall include the plural and vice versa.
- 2.2 The index and headings in the **Contract** are for convenience only and shall not affect the interpretation or construction of the **Contract**.

2.3 Words denoting any gender shall include all genders.

2.4 The word "including" shall be construed to mean "including, without limitation" and the words "include" and "included" shall be construed accordingly.

2.5 References to persons shall include any individual, firm, company, body corporate, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality).

2.6 References to "indemnify" and "indemnifying" any person against any circumstance include indemnifying and holding him harmless from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments, costs or expenses made or incurred by that person as a consequence of or that would not have arisen but for that circumstance.

2.7 All sums payable pursuant to an indemnity obligation shall be paid free and clear of all deductions or withholdings whatsoever unless required by law.

If any deduction or withholding is required by law from any payment made pursuant to an indemnity obligation such additional sum shall be paid as will, after such deduction or withholding has been made, leave the **Grantee** with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

If any tax authority brings into charge to tax any sum paid pursuant to an indemnity obligation then the amount so payable shall be increased by such amount as is required to ensure that, after payment of the tax so charged, there will be left a sum equal to the amount that would otherwise have been retained by the **Grantee** had the sum in question not been so charged to tax.

2.8 Reference to any French legal term shall, in respect of any jurisdiction other than England and Wales, be deemed to include what most nearly approximates to the English legal term in that jurisdiction.

2.9 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

Annex 2PROJECT DETAILS

Project: This Is My Street

Country: Italy

Project Commencement Date: 1 October 2020

Project Conclusion Date: 31 October 2020

Grant amount: EUR 5'000

Project Description: ACI campaign will focus on training and awareness. Campaign will take place from Autumn 2020 in 4 Italian cities. A final event will be organized in November during the World Road Victims Week. Events will be organized by setting up an ACI stand in the squares of involved cities where local ACs will invite students and adults, involving them in info/training activities on road safety. Local decision makers will also be involved to ask a renewed and more incisive action as requested by the 3rd Global Ministerial Conference on Road Safety. Posters, brochures and roll-ups will be created using all the campaign materials. Initiatives will be covered in national and local press, social media, the institutional site, the Facebook page and the ACI Instagram account.

Budget: EUR 10'000

Payment Schedule: upon completion of the project subject to receipt and approval of the final report.

Grantee Bank Account

Bank Name: BANCA NAZIONALE DEL LAVORO

Bank Address: Via Marsala, 6 – 00185 ROMA

Bank Account holder name and address: AUTOMOBILE CLUB D'ITALIA via Marsala, 8 - 00185 ROMA

In the event the Bank Account holder is not the Grantee, please refer to Clause 1.2 of this Contract and indicate any specific agreement with the FIA allowing such an operation.

Bank Account Number: [REDACTED]

Bank Account Sort Code:

IBAN Number: [REDACTED]

SWIFT / BIC Code: [REDACTED]

Grantee facsimile number: +390644700885