



Innovation and Networks Executive Agency
Connecting Europe Facility (CEF) Department
Unit C4 – CEF Energy & ICT

Brussels,
INEA KKT/if
ARES(2017)

BY REGISTERED MAIL
With acknowledgement of receipt

[Redacted]
[Redacted]
[Redacted]
[Redacted]
GAZ-SYSTEM S.A.
ul. Mszczonowska 4
02-337 Warsaw
POLAND

Email:

[Redacted]
[Redacted]
[Redacted]

**Subject: Amendment N° 3 to Grant Agreement No
INEA/CEF/ENER/M2014/0023 (the "grant agreement") for Action No
6.1.1-0054-CZPL-S-M-14**

Ref.: Your letter dated 28 July 2017 (ref. INEA - Ares(2017)3805719)

Dear [Redacted]
Dear [Redacted]

Following the correspondence in reference, I would like to inform you that the assessment of your request for amendment of the above-mentioned grant agreement has been concluded.

In the light of the argumentation provided, the request for extension of the completion date of the Action by 2 additional months, i.e. until 31/12/2017, is deemed to be insufficiently justified due to the following reasons:

- The information provided in the amendment request seems to indicate that the possible delay may not happen in the end and the Action may still be completed on

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time by 31/10/2017. The Action has already been granted an 8 months' extension at the beginning of this year and a possible delay of 2 additional months would not put at risk, according to the information provided in the amendment request, the full completion of the Action and the submission of the final report and request for payment of the balance to INEA within the timeline laid down in Article II.23.2.2 of the grant agreement.

- The possible late completion of the Action is not expected to have an impact on the ability for GAZ-SYSTEM to receive the maximum financial assistance laid down in the grant agreement as, according to information provided in the amendment request, costs higher than foreseen by the grant agreement will be incurred. The full grant agreement amount would be paid provided that GAZ-SYSTEM effectively reports that the Action has been completed (and evidence is submitted) in the final report, and that costs declared are found eligible up to at least the amount of costs laid down in Article 3 and Annex III of the grant agreement.

Besides, although the circumstances presented by GAZ-SYSTEM influencing the reported possible delay (archeological findings and legislative amendments) may be deemed outside of GAZ-SYSTEM's direct control, please note that it is of utmost importance to timely report to the Agency about any possible or actual deviation with regard to the Action implementation as described in Annex I to the grant agreement. In particular, the new risks that emerged following the archaeological findings communicated in January 2017 and any possible impact of these on the Action's completion date should have been identified in the ASR 2017. Adequate risk management measures should also have been described therein. In addition, a more comprehensive risk assessment may have usefully been performed for the Action at the time of the previous amendment request in November 2016, when the Action's implementation plan was revised. At that time, GAZ-SYSTEM had an opportunity to consider some additional safety margin to cope with risks such as the ones leading to this request.

As regards the bank account for payments, I hereby inform you that the Innovation and Networks Executive Agency agrees to your request to modify the above-mentioned grant agreement. The text of Article 5 'Bank account for payments' of the grant agreement shall read as follows:

"for Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A.:

Name of bank: [REDACTED]

Address of branch: [REDACTED]

Precise denomination of the account holder: [REDACTED]

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

IBAN code: [REDACTED]

With the exception of the modification introduced by the present letter, all other provisions of the grant agreement mentioned in subject and its annexes remain unchanged.

Your letter in reference and the present letter constitute an amendment to the grant agreement in subject within the meaning of Article II.12 of the grant agreement and shall form an integral part of the grant agreement. The present amendment enters into force at the date of signature of this letter. It shall take effect on the date of its entry into force.

If you believe that there was maladministration you may lodge a complaint to the European Ombudsman in accordance with and under the conditions laid down in Article 228 of the

Treaty on the Functioning of the European Union (TFEU)¹ within two years of the date when you became aware of the facts on which the complaint is based (see <http://www.ombudsman.europa.eu>).

Furthermore, you may bring an 'action for annulment' against the present decision under Article 263 of the TFEU against the Agency within two months of receiving this letter, before the General Court of the European Union at the following address:

General Court
Rue du Fort Niedergrünwald
L-2925 Luxembourg
tel.: (+352) 4303 1 fax: (+352) 4303 2100
e-mail: GeneralCourt.Registry@curia.europa.eu
URL: <http://curia.europa.eu>

Please note that any request you make and any reply from the Agency, including any complaint before the European Ombudsman, will not have the purpose or the effect of suspending the time-limit for launching administrative proceedings before the European Commission or for lodging action for annulment of this decision before the General Court of the European Union.

Should you have any question about the procedure, your services may contact [redacted] at the following phone number: [redacted], email: INEA-CEFGAS@ec.europa.eu.

Yours sincerely,

[redacted]
Head of Department

Copy:

[redacted]
[redacted]

¹ Treaty on the Functioning of the European Union (OJ C83, 30.3.2010)