

Senior Board Adviser
CEIIA-Centro de Engenharia e Desenvolvimento
A. Dom Afonso Henriques, 1825
4450-017 Matosinhos
Portugal

By registered mail and email

Lisbon, 15 FEB. 2019 emsa.c.3.0.dir(2019)776368

Subject: Mobilization alert and preparation- SC4 - Implementing Framework Contract 2018/EMSA/OP/1/2018

Dear Mr.

Please find enclosed Specific Contract No 4 in two copies with reference to Contract 2018/EMSA/OP/1/2018 signed on 27 September 2018 between CEIIA-Centro de Engenharia e Desenvolvimento and the European Maritime Safety Agency (EMSA) for launching Module 1 services in preparation of a deployment of the RPAS in Greece. Please note that the initial request form from Frontex mentions a tentative start date of the deployment the month of March 2019 but EMSA has informed that a tentative start date end of Q2 would be more realistic.

I would be grateful if you or your authorised representative could date and sign both copies of this Specific Contract. All pages of this Specific Contract must be initialled by the authorised representative signing the contract.

The 2 signed copies of this Specific Contract should be sent by email to RPAS contracts@emsa.europa.eu) and originals by courier to the following address:

European Maritime Safety Agency

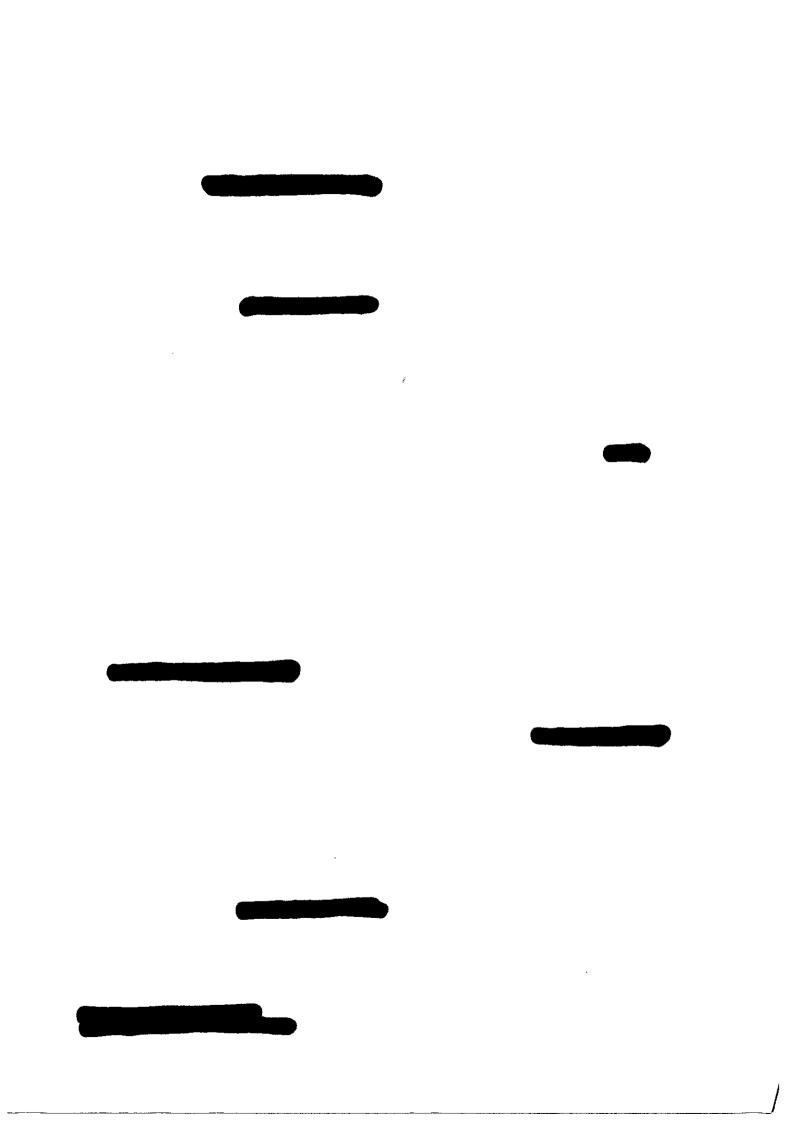
Att:

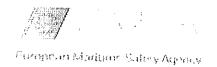
Head of Unit C.3

Praça Europa 4 1249-206 Lisboa Portugal

Executive Director

Annex: 2 copies of the Specific Contract No 4 and its Annex (Form 001)





FORM 001- RPAS INITIAL SERVICE REQUEST FORM

Please complete the following form, including the details of your mandated authority (under an EU or EFTA Member State), in order to request Remotely Piloted Aircrafts (RPAs) Services.

Please note instructions on how to fill in this form are found at the end of this document.

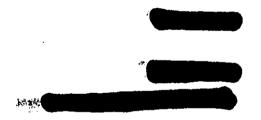
Completed forms are to be signed and submitted to EMSA using the address: RPAS@emsa.europa.eu

Name of organisation	European Border and Coast Guard Agency - Frontex
Country	EU Agency

Vame		
unction	Service Manager	
Tel.		
ı-mail		

Secretical diagnostics	
☐ Maritime safety, including vessel traffic	Maritime monitoring and surveillance
management	☐ Maritime environmental protection and
☐ Maritime, ship and port security	response
☐ Maritime customs activities	Maritime search and rescue
☑ Prevention and suppression of trafficking	☐ Ship casualty and maritime assistance
and smuggling and connected maritime law	service
enforcement	☐ Maritime accident and disaster response
☑ Maritime border control	☐ Fisheries inspection and control

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This service request is for providing MALE size RPA services and extended sensor capabilities as defined in the EMSA FWC. The RPA shall be stationed in Greece carrying out surveillance mission that the EMSA FWC in the Areas of Interest (AoI) identified and fulfilling the service parameters specified below.

During mission execution, the RPA shall provide data from sensors as described in section 4.2.4.2 of the Terms of Reference and the data shall be streamed from the EMSA RPAS data centre to Frontex.

Mission purpose:

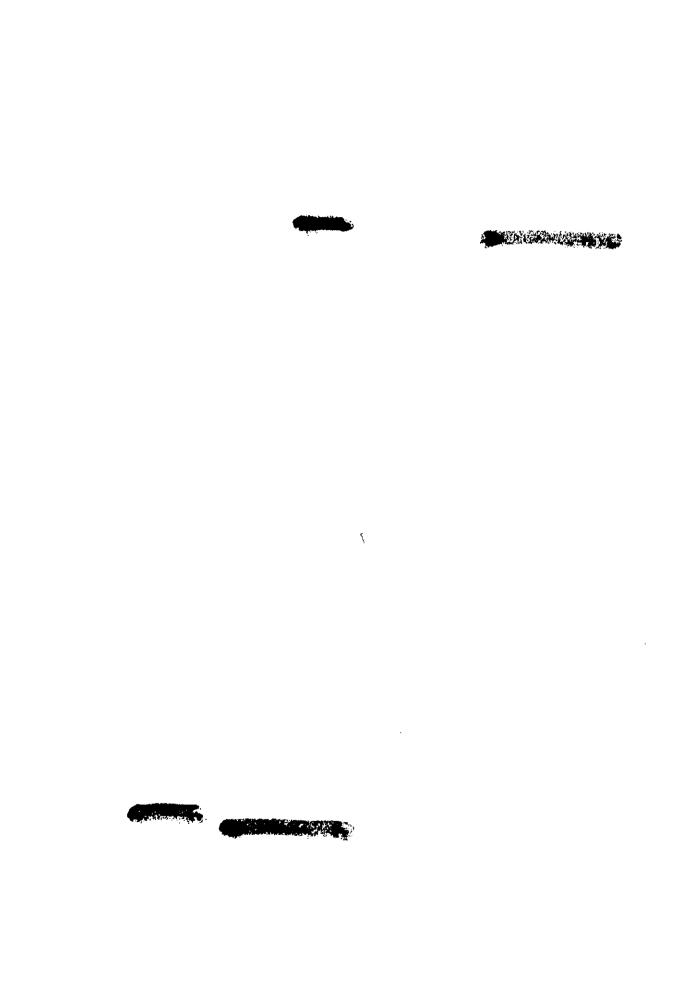
Border surveillance and law enforcement

A non-exhaustive list of Objects of Interest (OoI) in the Area of Interest consist of:

- any sea craft being involved or suspected to be involved in transportation of irregular migrants or/and in any other cross border crime activities (regardless of their size or the material they are made of), and
- any person found off-shore in distress.

<u>SAR:</u> As regards SAR, crew has to follow internationally applicable rules and reporting procedures, keeping European Monitoring Team (FRONTEX-FSC) aware of their actions at all times.

Estimated deployment start date	1st of March 2019
Duration of the deployment (minimum two (2) months)	9 months
Preliminary expected flight hours per day and how many days of operations (5 days a week, 7 days a week, etc.)	Flight hours tod and planned in cooperation with HCG, indicative scheme of operations is
Area of interest	Attached



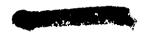
Airstrip name and location (if available at this time)

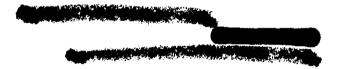
Date: 10th January 2019

Signature:

rontex Situation Centre - Situational Awareness and Monitoring Division

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Instructions to fill in Form 001

¹ Identification of the entity/ user requesting the RPAS service.

· Tech

I Identification and contact details of the person to be contacted by EMSA at the initiation of the service request.

iii Indicate the main functions to be covered by the requested RPAS service.

Indicate additional details of the service to be provided.

Include an estimation of the timeline of the service, the duration of the operation as well as of the intended area to be covered. If available, include also potential deployment site/ airfield.

vi Provide information about other entities participating in the service as well as any other information of interest.



Coordinate system Web Mercello Auditor Songe (O.GO 1984) Date of the man 11/01/2019 Key tribbase Je r k e v ic St fongo slav Republication of Macedonia 6 Tee 0 0 0 Albania Frontex - EMSA MALE Ternitorial waters





SPECIFIC CONTRACT No 4

for Mobilization alert and preparation for RPAS Operations in Greece for Frontex - Module 1

implementing Framework contract No 2018/EMSA/OP/1/2018

The European Maritime Safety Agency (hereinafter referred to as 'EMSA'), with its seat at Praca Europa 4 1249-206 Lisbon, Portugal, VAT registration no.: 507 685 326 represented by Executive Director,

on the one part,

and

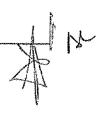
CEIIA-Centro de Engenharia e Desenvolvimento (Associação) A. Dom Afonso Henriques, 1825 4450-017 Matosinhos Portugal VAT PT504689878

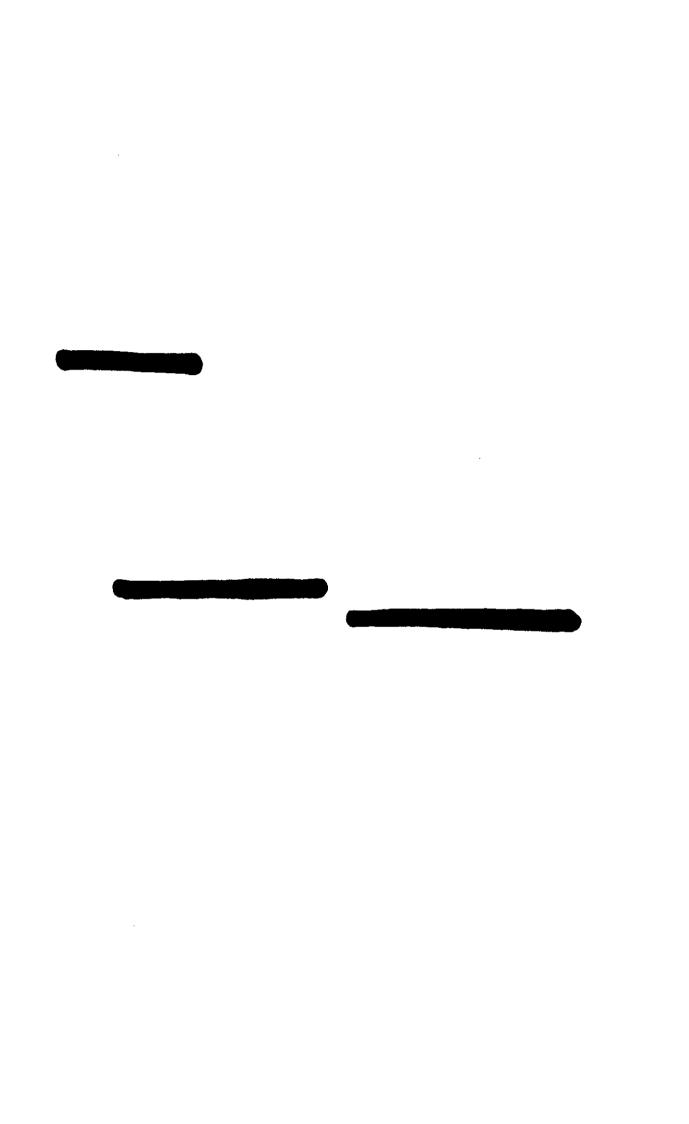
(hereinafter referred to as "the contractor"), represented by

Member and

Board Member

on the other part,





HAVE AGREED

ARTICLE III.1 - SUBJECT MATTER

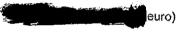
- III.1.1 This specific contract implements Framework Contract (FWC) No 2018/EMSA/OP/1/2018 signed by EMSA and the contractor on 27 September 2018.
- III.1.2 In accordance with the provisions set out in the FWC and in this specific contract and their annexes, which form an integral part of it, the contractor must provide the services foreseen under Module 1 for the preparation of RPAS operations in Greece as per annexed Form 001 and in accordance to the Tender Specifications (see Annex I to the FWC).

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 2 months. The parties may extend the duration by written agreement before it elapses and before expiry of the FWC. At the latest the provisions of the services will end on the date of entry in force of the specific contract for Transportation, On-site Set-up, On-site Activities and Flight Operations/Missions in Greece.

ARTICLE III.3 - PRICE

III.3.1 The maximum price payable under this specific contract is EUR 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:

- a list of all pre-existing rights to the results or parts of the results or a declaration stating that there are
 no such pre-existing rights, as provided for in Article II.13.4;
- relevant Permit to Fly;
- report related to the site survey, relevant final progress report and deliverables referenced in tender specifications or specific contract.
- 2. The contracting authority must approve the submitted documents and requested deliverables 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

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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 documents or deliverables 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 documents or deliverables.

4. Partial acceptance is also possible. If this is the case, then the payment percentage will be in line with the percentage of the mobilisation accepted. The outstanding amount will then be paid when the outstanding mobilisation is 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

ANNEX I: REQUEST FORM FROM THE RPAS USER

SIGNATURES

For the contractor, CEIIA

For EMSA,

Board Member

sinnature.

Executive Director,

signature:

Done at: OSIGUIZOIS, Petrosnius

Done at Lisbon

Date: CS (CL) (CEIIA)

Date:

0 8 ABR, 2019

Board Member

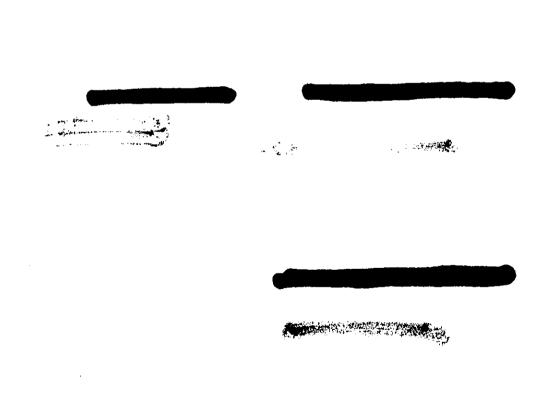
signature:

Done at: Date: 12/0000000, CT/CU/2015.

In duplicate in English

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Senior Board Adviser CEIIA-Centro de Engenharia e Desenvolvimento (Associação) A. Dom Afonso Henriques, 1825 4450-017 Matosinhos Portugal

By registered mail and email

Lisbon, 07 JUN 2016

Subject: Provision of signed amendment no1 to specific contract no4 - Mobilization alert and preparation- RPAS services -Greece/FRONTEX

Dear Mr.

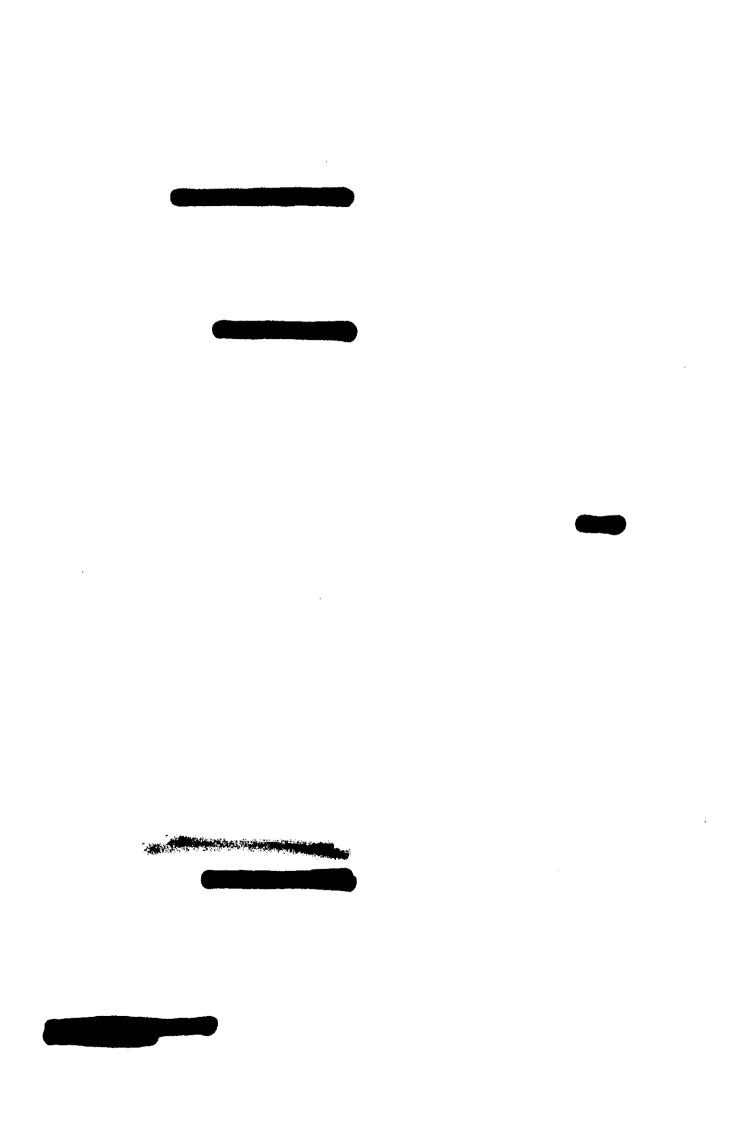
EMSA is pleased to provide you with the signed original of the amendment no1 to Specific Contract No 4 for Mobilization alert and preparation-RPAS services in Greece implementing Framework contract No.2018/EMSA/OP/01/2018.

Please be informed that pursuant to its Article III.2.1 the Agreement 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 during the coming period.

Yours sincerely

xecutive Director





CONTRACT AMENDMENT No. 1

Title of contract: SPECIFIC CONTRACT No 4 for Mobilization alert and preparation for RPAS Operations in Greece for Frontex - Module 1

Contract number: 2018/EMSA/OP/1/2018

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	Executive Director hereinafter
referred to as "EMSA",	

on the one part,

and

CEIIA-Centro de Engenharia e Desenvolvimento (Associação) A. Dom Afonso Henriques, 1825 4450-017 Matosinhos Portugal VAT PT504689878

(hereinafter referred to as "the Contractor"),	, represented by	Board
Member and	Board Member	

on the other part,

Having regard to Specific Contract No 4 implementing Framework contract No 2018/EMSA/OP/1/2018 made between EMSA and the Contractor on 8 April 2019 ("the Contract"),

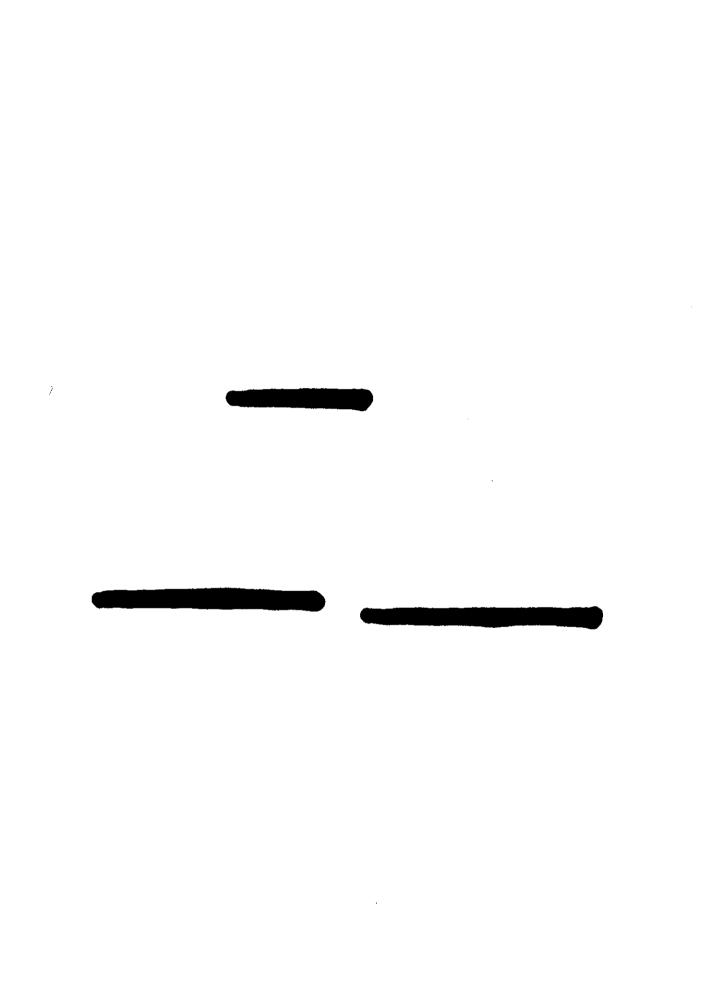
Whereas the Contractor has informed EMSA of its intention to extend the above contract for the following reason: extra time is necessary to obtain the Permit to Fly by the Greek authorities,

Hereby agree on the following:

Article 1

First sentence of article III.2.3 is replaced by the following clause: The provision of the services must not exceed 16 July 2019.

Article 2



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

Article 3

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

In duplicate in English 😓

For the contractor, CFIIA

For EMSA,

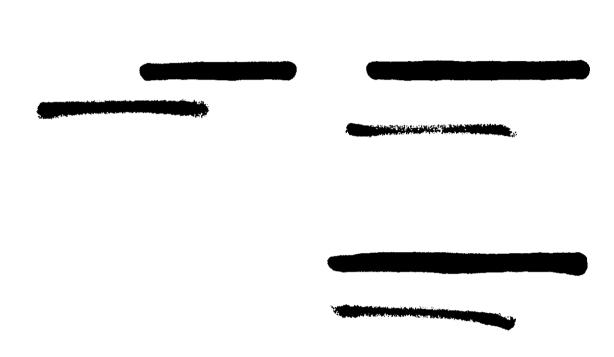
Executive Director,
signature:

Done at:

Done at Lisbon

Date: 7 - 6 - 18
For the contractor, CEIIA

Board Member
signature:





RPAS Operations Business Unit

PROGRAM: EMSA - RPAS

PROJECT: EMSA - RPAS

TITLE: Site Survey - Crete (



REFERENCE NUMBER: 06.02-056

	NAME	SIGNATURE	DATE
Drafted:		Issued electronically	02-05-2019
Checked:		Issued electronically	02-05-2019
Approval:		Issued electronically	02-05-2019





Site Survey – Crete (

Ref: 06.02-072

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DIVULGATION

	Name:	Function or Area:
From:		Managing Director of RPAS Operation BU
То:	EMSA RPAS Operations Team	
cc:	CEIIA RPAS Operations Team	

REVISION CONTROL LIST

Revision	Description of Changes	Date
1.0	Initial document	02-05-2019

Unit RPAS Operations

Category

Operational

Language

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1. INTRODUCTION

Following the signature of the Specific Contract regarding the Mobilization Alert, the Site Survey is one of the tasks to be performed to identify the best site to support on-site activities and the correspondent flight operations, thus complying with "Long endurance and long range RPAS Site Survey activity", a requirement of Tender no. EMSA/OP/01/2018.

2. SCOPE

This document comprises all activities planned for Site Survey provided and agreed with EMSA, FRONTEX and the Hellenic Cost Guard (HCG) and shall address the request from FRONTEX and detailed in FORM 001, ref.1 document.

3. REFERENCES

[1] - FORM 001 - RPAS INITIAL SERVICE REQUEST FORM

4. SITE SURVEY PLAN

The following was planned for this site survey:

- 1st day (10th of April) meeting with FRONTEX, HCG, Hellenic Civil Aviation Authorities and Military forces. (The detailed agenda is provided in Attachment A)
- 2nd day (11th of April) site survey at Crete Island (

During the visit to the site, requirements were checked and registered in the proper check list (Attachment B).

MEETINGS (10th of April)

First the HCG welcomed all participants and a roundtable presentation was made.

CEiiA and Elbit made a brief presentation (Attachment C), with the following items:

- Introduction
- About CEiiA
- About Elbit Systems
- The Project / request
 - o FORM 1 Request
 - o Organization
 - o Timeline
 - o Operational Concept
 - o Information Scheme
 - What will be operated
 - o Permit to Fly

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During these presentations, the participants in the meeting exposed their concerns, doubts and expectations that were properly addressed. The relevant information as follows:

- For the Hellenic Authorities, this will be considered a State Mission, having the Hellenic Coast Guard as the main point of contact;
- All the communications between the contracts and Hellenic Civil Aviation Authorities shall be made through the HCG;
- For the flight operations, there will be NOTAMs issued;
- A meeting for review of documentation to be provided to Hellenic Civil Aviation Authorities is planned for 17th of May (tbc).

6. ATTENDEES

On CEiiA's side:

- (only first day meeting) (Board Advisor)
- (Managing Director)
- (Quality and Airworthiness Manager)
- (Operations Manager)

From Elbit:

- (only first day meeting) (Business Director for Europe, United States and Australia)
- (Program Manager)

From EMSA:

From Frontex:

From Hellenic Authorities:

	<u>Name</u>	Surname	Institution	Rank/position
1			Hellenic Coast Guard/Security And Sea Borders Protection Directorate	Captain HCG/Director
2			Hellenic Coast Guard / Integrated Maritime Surveillance Bureau	Lt. Commander HCG / Head Of Management & Development Unit
3			Hellenic National Defence General Staff	Lieutenant Colonel/HNDGS/ A BRANCH
4			Hellenic Air Force	First Lieutenant/HAF
5			Hellenic Air Force	Lieutenant/HAF
6			Hellenic Navy	Lt. Commander HN
7			Hellenic Navy	Commander HN
8			Hellenic National Defence General Staff	Captain HN



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9		Hellenic Civil Aviation Authority	
10		Hellenic Civil Aviation Authority	
11		Hellenic Army General Staff	Colonel
12		Hellenic Army General Staff	Major
13		Hellenic Coast Guard/Operation Directorate	Commander HCG
14		Hellenic Coast Guard/ Naval Safety Directorate	Lieutenant HCG
15		Hellenic Coast Guard/Fisheries Control Directorate	Lieutenant JR Grade HCG
16		Hellenic Coast Guard/Directorate Of E- Government And Telecommunications	Lt. Commander HCG
17		Hellenic Police/Unmanned Aerial Vehicles Agency	POLICE LIEUTENANT
18		Hellenic Police/Unmanned Aerial Vehicles Agency	POLICE CAPTAIN
19		Hellenic Coast Guard/Drug And Contraband Enforcement Directorate	Chief Petty Officer HCG
20		Hellenic Coast Guard/Security And Sea Borders Protection Directorate	Lieutenant JR Grade HCG
21		Hellenic Coast Guard/Air Means Unit	Lt. Commander HCG
22		Hellenic Coast Guard / Integrated Maritime Surveillance Bureau	Lt. Commander HCG

7. SITE SURVEY RESULTS

From visit conducted to site we can conclude that it fulfils the minimum requirements to receive the system, namely because of the following:

- Internet connection from Hangar building available. CEIIA is already in contact with services provider at Crete island to access that it fits mission needs;
- Electricity to the GCS available although it needs to be refurbished (see figure 4):
 - Required

 - o Backup Generator-
- Accommodation/(de)briefing room with the following items available inside the hangar:
 - bathroom
 - 1 meeting table
 - 1 magnetic board (1,5 x 1m)
- At the site "set-up" LOS between the GDT and STARTUP point of UAV (figure 3) needs to be verified. If needed a new location for the GDT may be needed or to set up a higher position to grant the LOS.

8. ACTIONS, ACTIVITIES AND DECISIONS

The following actions / activities / decisions were identified:

HCG and the authorities will identify the areas of interest, stablishing the areas, minimum heights, corridors for a safety set of flights

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Site Survey - Crete (

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- HCG with the support of FRONTEX will make a collection of mission requirements, namely
 cases and/or items, situations, suspicious activities, and other characteristics and/or
 behaviors;
- The Hellenic Civil Aviation Authorities already made available a set of documentations that will be needed to register the drone and the pilots, and thus the obtain the correspondent Permit to Fly;
- CEiiA will share draft documents of the RPAS Passport and others to be checked by the Hellenic Authorities and see if they fulfil all the needs.
- CEIIA is already in contact with a services provider (EFA Group) to access the works needed to "set up" the site.

9. ATTACHMENTS

[A] - Detailed Agenda

[B] - Site Survey Checklist.xls

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Attachment A

Detailed Agenda



RPAS deployment in Greece - technical meeting and field visit. Piraeus/

Date:	10 April 2019
Venue:	Hellenic Coast Guards HQ. Piraeus Greece
Contact person:	
Language:	English
Participants:	Frontex, EMSA, HCG, aviation authorities - civil and military, service providers

Wednesday 10 April 2019		Presenter
12:00 - 12:15	Arrival and Welcome	
12:15 - 12:45	Operational needs for aerial surveillance in Greek area of responsibility	HCG
12:45 - 14:00	Preparatory/technical meeting on RPAS deployment in 2019	Frontex/E/ISA
14:00 - 15:00	Airspace management during RPAS deployment	Alt
Thursday 11 April 2019		
10:00 - 15:00	RPAS deployment 2019 - Field visit and site survey Crete island	

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Unit

RPAS Operations

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Attachment B

Site Survey

L. "Site:

- 1.1. The Site Survey was performed on the 11/04/2019
- 1.2. Site location:
 - 1.2.1. Coordinate:

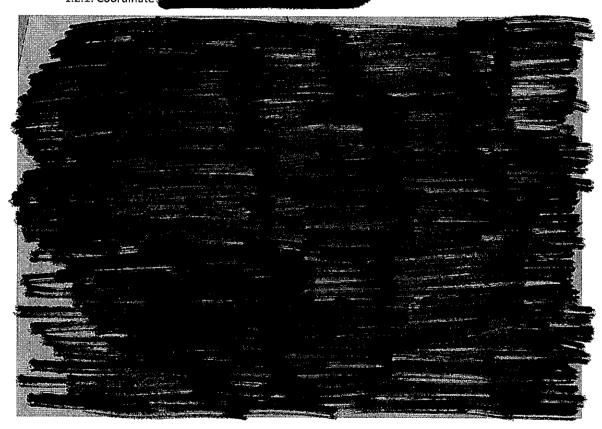


Figure 1 - Flight Areas around Crete Island

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Figure 2 - Schematic of System positioning in airfield

1.2.2.3 1.3. Airfield parameters:

1.3.1. 1.3.2.

1.3.2.1. True Heading - 088.0

Dimensions 2713*49 – suitable

В. Runway Elevation – 7 ft (approximately) – suitable

C. Runway strength - Asphalt - suitable

D.

Runway slop – 0.6 degrees – suitable
For safety reasons, a car will be situated next to the EP before Takeoffs and landing E. (after that, both the EP stand and the car will be moved away from the runway).

Table 1 - Main Runway assessment

No	Description	Requirement	Result
1.	Heading	NA .	09/27 (for automatic landing only 36/18)
2.	Length	1400 meters @ sea level	more than 2700 meters
3.	Width	30 meters	more than 40 meters
4.	Runway quality	Preferred: class A (Def-Stan 00-970 part I)	Asphalt. Class A
5.	Lateral slope for drainage	Yes	Yes
6.	Longitudinal slope	Arched/Concave UAV to be observed by OBS at TO point	Yes
7.	Shoulders height	<5 cm	ок
8.	Shoulders quality (arresting system placement)	Preferred: Soft enough for pegs	ок
9.	Lighting for night TOL	Yes (can be temporary)	Lighting available (needs repairs - to be checked)
10.	Towing from hangar to runway, access taxiway to runway	Yes	Yes

1.3.2.2. GCS location:

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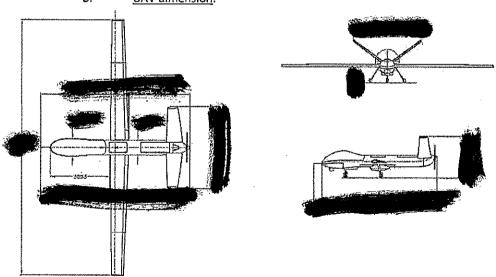
- A. As showed in Figure 2
- B. Electricity must be brought to the GCS location from Electrical Access Point indicated
- C. Internet access must be brought to the GCS location
- D. The GDT locate on the side of runway in order to have a clear Line Of Site to the length of the runway.

1.3.2.3. Hangar:

A. <u>Hangar standardization</u>:

No	Description	Requirement	Result
1.	Length	UAV servicing station required dimensions for each H900	
2.	Width		
3.	Height		
4.	Doors opening		
5.	Door lock		
6.	Ventilation windows		
7.	Electricity		OK - Need to be completed/checked
	Req.		Proper manufacture and institution and institu
			OK - generator available/ needs to be
	Generator-		checked
8.	Grounding points	Yes	Pass
9.	Lights	Yes	Pass
10.	External flood lights	Yes	Pass
11.	Air Pressur	Yes - The second of the second	NOK (request made to onsite supplier)
12.	Water supply	Yes	Pass
13.	WC facilities	Yes	Pass
14.	Fire extinguishers	Yes	Not available
15.	Nitrogen		NOK (request made to onsite supplier)

B. <u>UAV dimension</u>:



1.3.2.4. Apron:

- A. Engine start up point as showed at figure 3.
- B. Start-up point need a 3-phase power outlets (3*32A), it can be taken from the hangar next to the start-up point.

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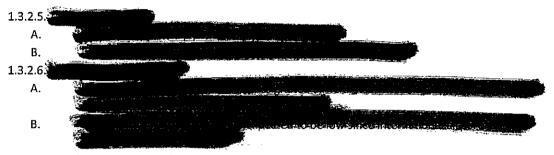
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Table 2- Requirements for Apron

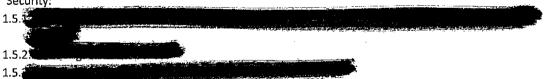
- COLORI CRITICIT	ea tot réptou			
No .	Description .	Requirement	Result	Pass Fall
1.	Electricity (************************************		4	=
2	Grounding points		45	
3,	Distance from runway		About 1	
. 4	Area- length & width			
5.11	Lighting		9:	
6	Accessibility	3	19	
7	Fire extinguishers		3	
8	Clear LOS from GDT to engine start point		70	



- 1.3.2.7. Weather History (2017/2018):
 - A. A few days without a flight condition due a wind limitation shall be expected

1.4. Logistics:

- 1.4.1. Fuel and oil:
 - 1.4.1.1. No MOGAS or AVGAS 100LL available at airfield;
 - 1.4.1.2. Will need to provide Pegasus Mobile 1 oil to the site.
- 1.4.2. On site facilities:
 - 1.4.2.1. Briefing room exists inside the hangar building (needs to be contracted from local provider);
 - 1.4.2.2. Spare parts storage container will be used as a storage
 - 1.4.2.3. GSE storage room do not exists but can be placed inside the hangar
- 1.5. Security:





Ref: 06.02-072

Rev: 1.0

Date: 02/05/2019 Pg: 12 of 14



Figure 3 - Detail of position of system

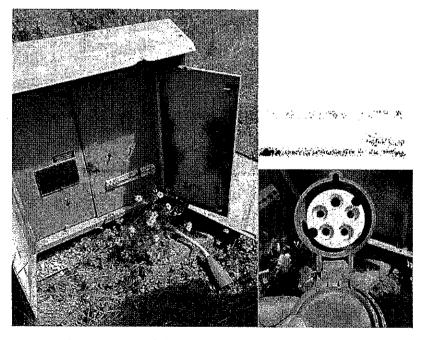


Figure 4 - Picture of Electrical Access point to GCS (to be fixed)

C. <u>Apron standardization:</u>

Unit RPAS Operations

Category

Operational

Language

EN

Ref: 06.02-072

Rev: 1.0

Date: 02/05/2019

Pg: 14 of 14

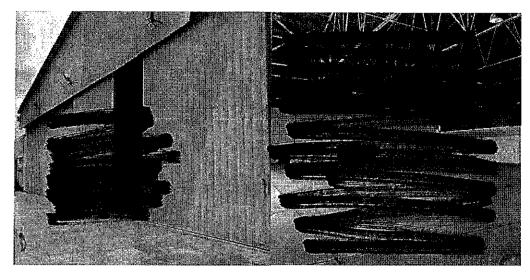


Figure 5 - Hangar available

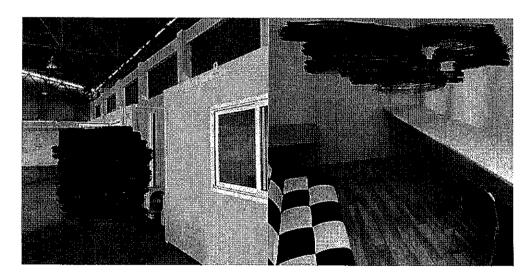
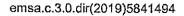


Figure 6 - Facilities available to crew inside Hangar







Senior Board Adviser CEIIA-Centro de Engenharia e Desenvolvimento A. Dom Afonso Henriques, 1825 4450-017 Matosinhos Portugal

By registered mail and email

Lisbon, 14 August 2018

Subject: RPAS operations in Greece- SC5 - Implementing Framework Contract 2018/EMSA/OP/1/2018

Dear Mr.

Please find enclosed Specific Contract No 5 in two copies with reference to Contract 2018/EMSA/OP/1/2018 signed on 27 September 2018 between CEIIA-Centro de Engenharia e Desenvolvimento and the European Maritime Safety Agency (EMSA).

I would be grateful if you or your authorised representative could date and sign both copies of this Specific Contract. All pages of this Specific Contract must be initialled by the authorised representative signing the contract.

The 2 signed copies of this Specific Contract should be sent by email to RPAS contracts@emsa.europa.eu) and originals by courier to the following address:

European Maritime Safety Agency

Att:

Head of Unit C.3

Praça Europa 4 1249-206 Lisboa Portugal

Please note that the service hereby requested in Greece does not include the SATCOM service, which is being contracted directly by EMSA with SES. EMSA's RPAS team will further provide to you the information on the technical coordination of this service.

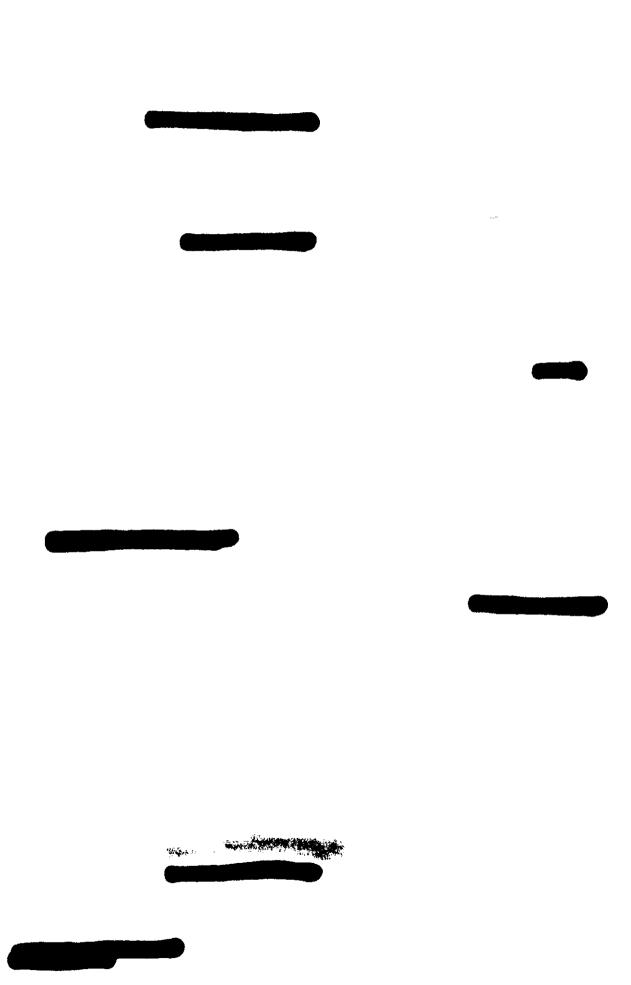
Please be informed that EMSA can only countersign this specific contract when the permit to fly and any relevant air space authorisation are satisfied, all required logistics are granted, and the operation agreement with Frontex is signed.

Yours sincerely,

PP Executive Director

Enclosure: 2 copies of the Specific Contract No 5







SPECIFIC CONTRACT No 5

for Transportation, On-site Set-up, On site Activities and Flight Operations/missions

Greece

implementing Framework contract No 2018/EMSA/OP/1/2018

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 Executive Director,
on the one part,
and
CEIIA-Centro de Engenharia o Bosonyalvimente (Agnesia-2-)

CEIIA-Centro de Engenharia e Desenvolvimento (Associação A. Dom Afonso Henriques, 1825 4450-017 Matosinhos Portugal VAT PT504689878

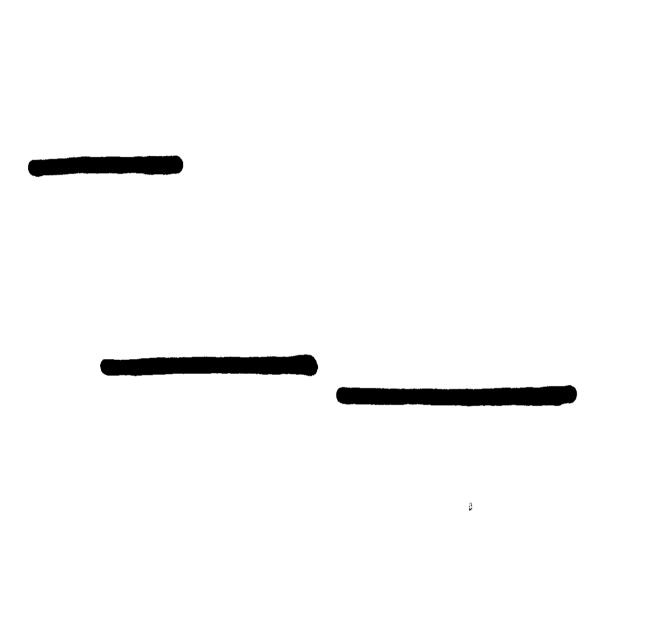
(hereinafter referred to as "the contractor"), represented by

Member and

Board Member

on the other part,

7



*

HAVE AGREED

ARTICLE III.1 - SUBJECT MATTER

- III.1.1 This specific contract implements Framework Contract (FWC) No 2018/EMSA/OP/1/2018 signed by EMSA and the contractor on 27 September 2018.
- III.1.2 In accordance with the provisions set out in the FWC and in this specific contract and their annexes, which form an integral part of it, the contractor must provide the following services: Mobilisation, Onsite Set-up, On-site activities and Flight Operations/missions in the framework of the request for RPAS services in Greece as per attached form 001.
- III.1.3 As described under subparagraph 4.1.4.9 of Appendix I to the Tender Specifications (Annex I to the FWC), SATCOM services will not be part of this specific contract and will be contracted directly by EMSA for supporting the operation.

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 shall commence at the latest on 21 August 2019 or on the date of entry into force of this specific contract if the date of entry into force is later than 21 August 2019.
- III.2.3 The maximum time for transportation and on-site set-up shall not exceed 2 (two) weeks for the transportation and 2 (two) days (tentatively) for the set-up. The completion of the transportation and on-site set-up shall be communicated to EMSA and accepted in written by email or letter.

On-site activities and flight operations/missions shall start as of the date of the acceptance of the transportation and on-site set-up and will have a duration of 90 days.

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 5,010,400.00 (five million, ten thousand four hundred) including all services to be provided, which includes Transportation, on-site Set-up, on-site Activities, Flights operations/missions and logistical costs as per Article III.3.2.
- III.3.2 EMSA shall reimburse logistical on-site costs (such as airport fees, office space, storage facilities, utilities including water, electricity, internet at the ground control station) directly linked to the RPAS operation requirements and directly contracted by the contractor, subject to prior agreement of EMSA, and upon the production of the original invoice proving actual costs by the contractor, up to a maximum ceiling of EUR 50,000 (fifty thousand).

ARTICLE III.4 - PAYMENT MODALITIES

III.4.1 General Considerations for all payments

During the deployment, if the contractor is not able to perform the total amount of flight hours requested for a month, the on-site costs will be reduced accordingly. For that purpose, a payment factor (\sum flown hours / \sum requested hours) will be defined per month and will be applied on days of the relevant month

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where the flown hours are less than the requested hours and if the reduction of flown hours is the responsibility of the contractor.

III.4.2 Interim payments

1. Every calendar month, the contractor (or leader in the case of a joint tender) shall submit an invoice for an interim payment corresponding to the value of the services delivered during the relevant period 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 or by e-PRIOR for the interim payment as provided for in the tender specifications, accompanied by the following:

- relevant mobilisation and/or service reports as provided for in the Tender Specifications, Section 8; detailed cost breakdown per services rendered.
- 2. The contracting authority must approve any submitted documents or deliverables 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 case of a joint tender) has 10 days to submit additional information or corrections or a new version of the documents 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 documents or deliverables.
- With regard to the payment of the last month of the year, EMSA may at its own discretion request the contractor to submit the invoice before expiration of the relevant calendar month and may at its own discretion decide to pay the last calendar month of the year before expiration of the relevant calendar month. Any necessary adjustment to the payment made for the last calendar month, if requested by EMSA, will be made in the invoice covering the first calendar month of the following year.

III.4.2 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 or by e-PRIOR for payment of the balance due under this specific contract, as provided for in the tender specifications and accompanied by the following:

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A



4. Partial acceptance of the services is also possible. If this is the case, then the payment percentage will be in line with the percentage of the services provided.

ARTICLE III.5 PERFORMANCE GUARANTEE

Performance guarantee is not applicable to this specific contract.

ARTICLE III.6 - EXPLOITATION OF THE RESULTS

If the results are not fully created for the purpose of the contract this should be clearly pointed out by the contractor. Information should be provided about the scope of pre-existing materials, their source and when and how the rights to these materials have been or will be acquired.

In the contract all quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked (source publication including date and place, creator, number, full title etc.) in a way allowing easy identification.

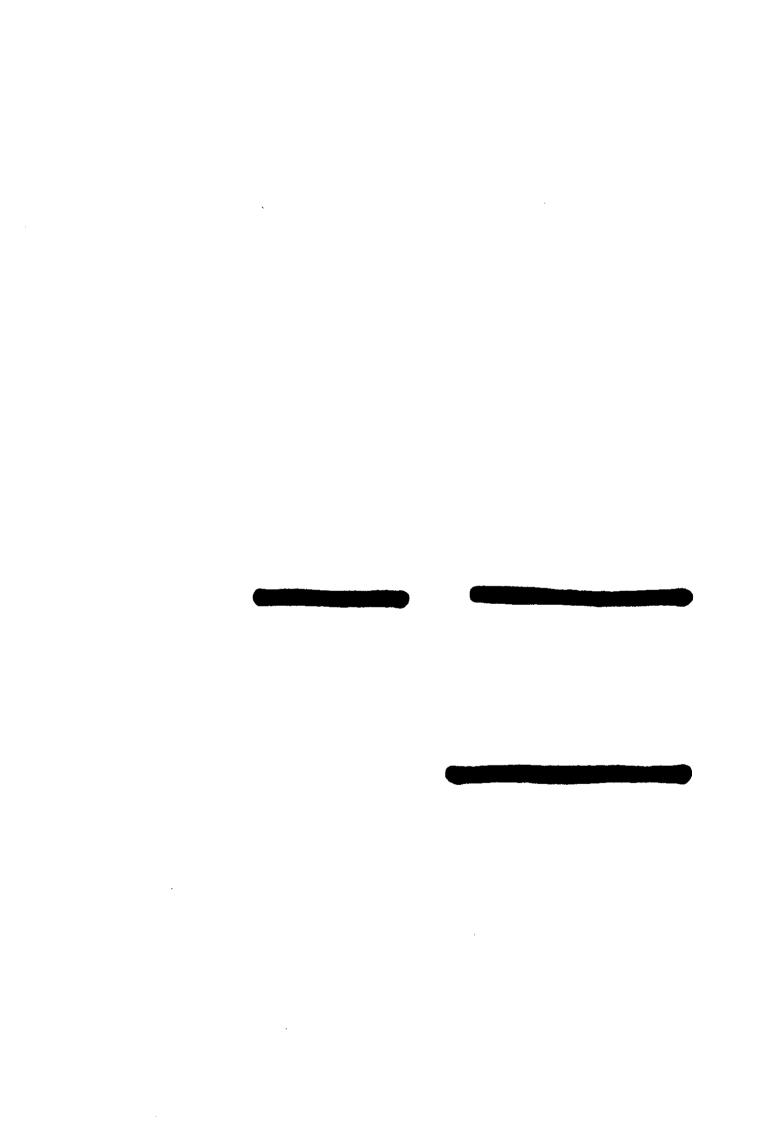
ARTICLE III.7 - RETENTION MONEY GUARANTEE

Retention money guarantee is not applicable to this specific contract.

ANNEXES:	FORM (01
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SIGNATURES

For the contractor, CEIIA	For EMSA
Board Member	Executive Director,
signature:	signature:
Done at: Date: For the contractor,CEIIA	
Board Member	
signature;	
Done at Date:	
In duplicate in English	
•	





Senior Board Adviser CEIIA-Centro de Engenharia e Desenvolvimento (Associação) A. Dom Afonso Henriques, 1825 4450-017 Matosinhos Portugal

By registered mail and email

emsa.c.3.0.dir(2019)5910384

Lisbon, 2 2 AUG 2019

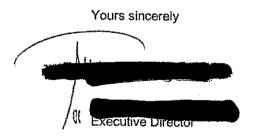
Subject: Provision of signed contract -RPAS operations in Greece- SC5 - Implementing Framework Contract 2018/EMSA/OP/1/2018

Dear Mr

EMSA is pleased to provide you with the signed original of the Specific Contract No 5 for RPAS operations in Greece implementing Framework contract No.2018/EMSA/OP/1/2018.

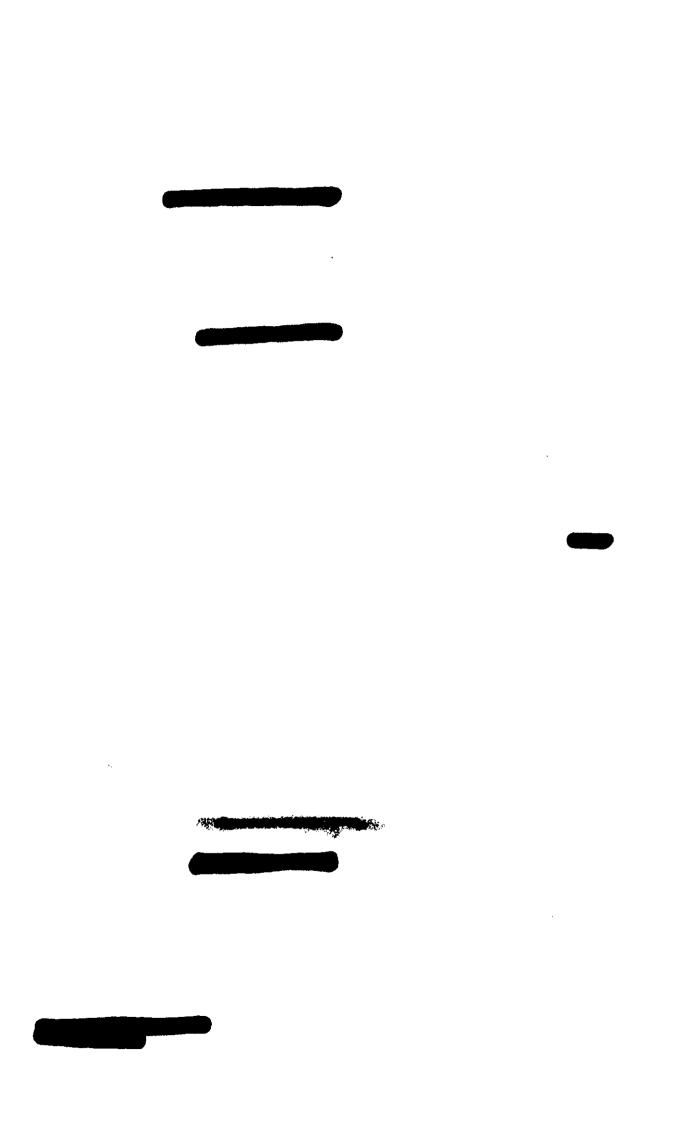
Please be informed that pursuant to its Article III.2.1 the Agreement shall enter into force on the date it was signed by the last party.

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 during the coming period.



Enclosures:

- Specific Contract No 5
- Form 001





SPECIFIC CONTRACT No 5

for Transportation, On-site Set-up, On site Activities and Flight Operations/missions

Greece

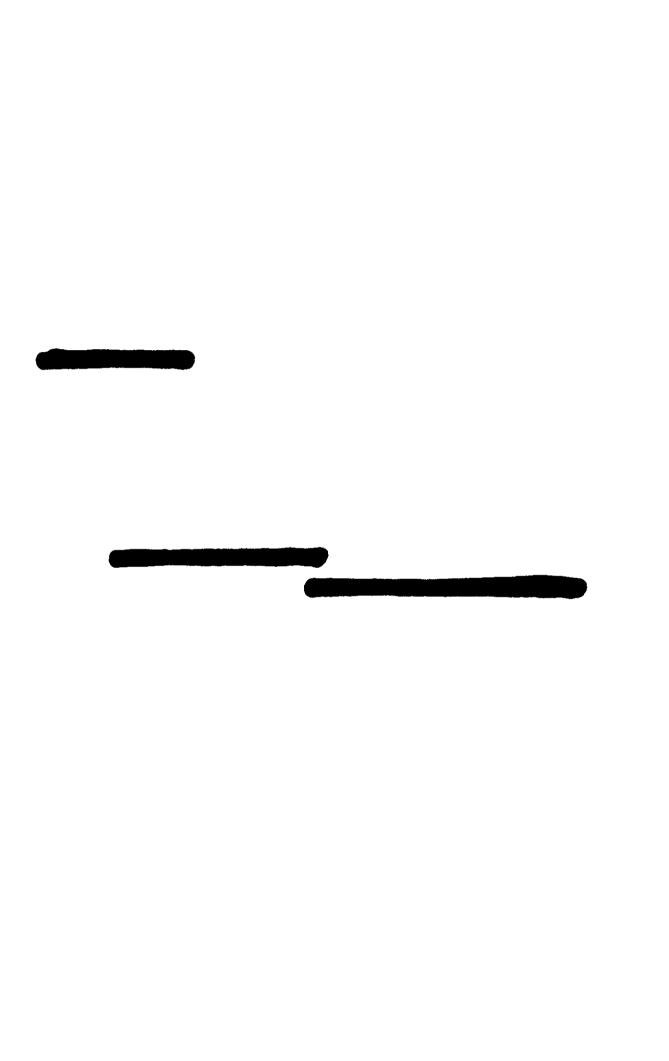
implementing Framework contract No 2018/EMSA/OP/1/2018

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 Executive Director,
on the one part,
and

CEIIA-Centro de Engenharia e Desenvolvimento (Associação) A. Dom Afonso Henriques, 1825 4450-017 Matosinhos Portugal VAT PT504689878

(hereinafter referred to as "the contractor"), represented by	В	oard
Member and Mem	nber	
on the other part,		

WY



HAVE AGREED

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Att

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Performance guarantee is not applicable to this specific contract.

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If the results are not fully created for the purpose of the contract this should be clearly pointed out by the contractor. Information should be provided about the scope of pre-existing materials, their source and when and how the rights to these materials have been or will be acquired.

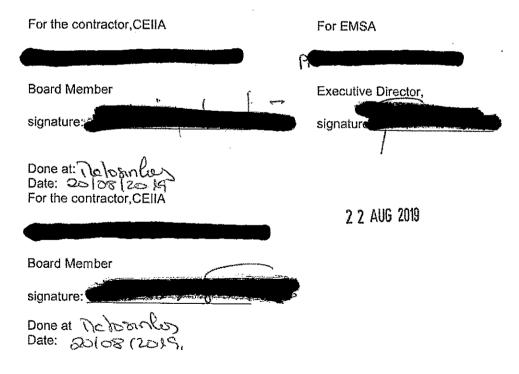
In the contract all quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked (source publication including date and place, creator, number, full title etc.) in a way allowing easy identification.

ARTICLE III.7 - RETENTION MONEY GUARANTEE

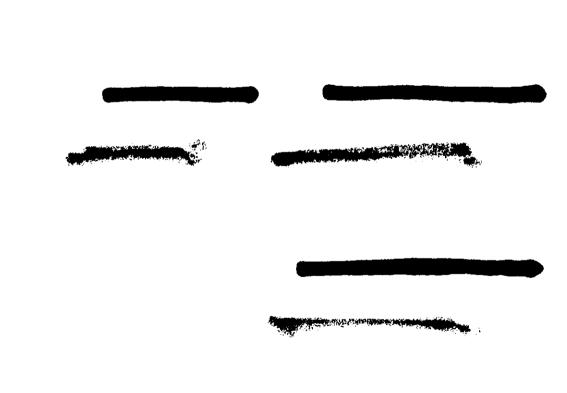
Retention money guarantee is not applicable to this specific contract.

ANNEXES: FORM 001

SIGNATURES



In duplicate in English





Executive Director

Frontex - European Border and Coast Guard Agency Plac Europejski 6, 00-844 Warsaw

cc:

emsa.c.3.0.dir(2019)5940559

Lisbon.

Poland

2 2 AUG 2019

Subject: Notice for RPAS operations in Greece for Frontex

Dear Mr

The European Maritime Safety Agency (EMSA) received on 10 January 2019 from Frontex a request for an RPAS service to support border control and law enforcement operations in Greece.

The Greek aviation authorities have now provided the RPAS contractor CEIIA (with subcontractor Elbit), with a permit to fly the platform Hermes 900 that is valid until 7 August 2020. I am glad to inform you that, at the date of this letter, EMSA has therefore signed a Specific Contract with CEIIA to provide 7 days a week RPAS operational flights during an initial period of 90 days. After transport and set-up activities, the tentative date for the start of the operational flights is 8 September 2019.

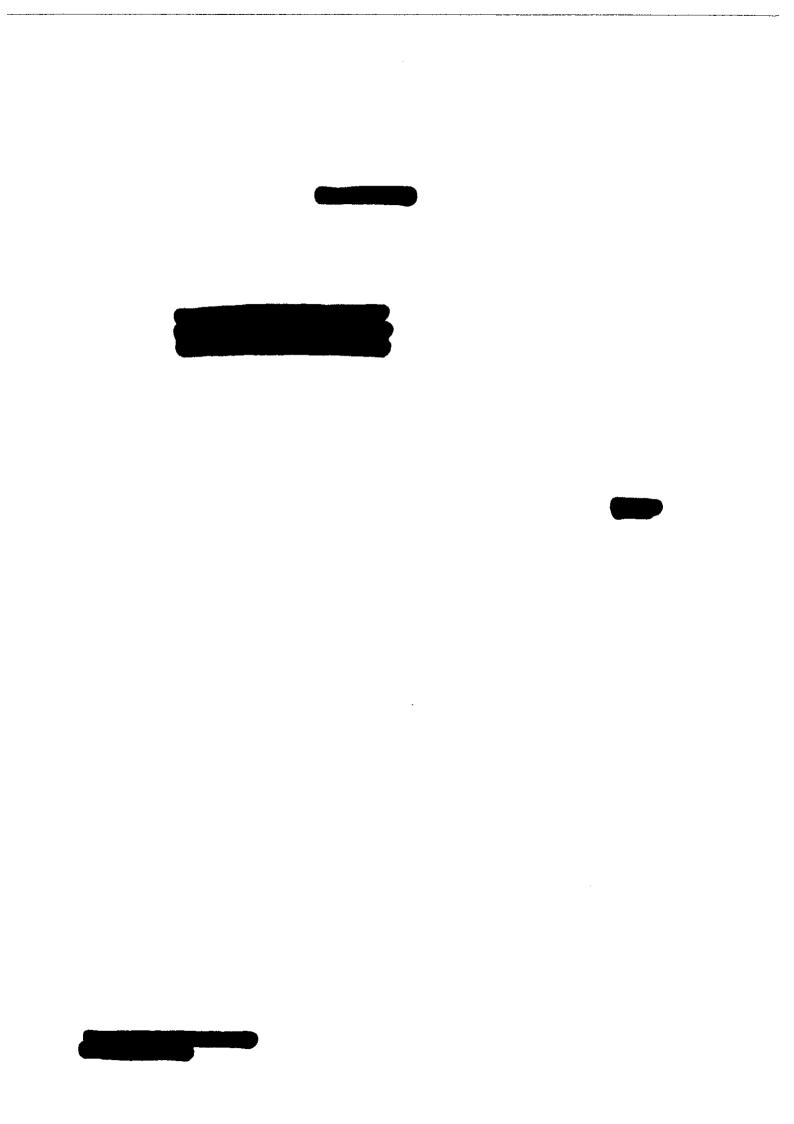
For that purpose Frontex has agreed for a financing of EUR 1,800,000 within the framework of the SLA between our Agencies in 2019 and EMSA has committed EUR 3,210,000 from its coast guard budget for RPAS activities.

The RPAS contractor has already initiated the arrangements to transport the system to Greece and it is planning the set-up activities. The operational procedures are being defined through weekly follow-up meetings in coordination between your operational staff and EMSA as well as with the Hellenic Coast Guard and the RPAS contractor to closely monitor the progress of the set-up.

In parallel, EMSA is financing and arranging for the necessary high bandwidth satellite communications from the RPAS to shore through its contractor SES to ensure a near real time transmission of the data from the payloads of the aircraft to your premises in Warsaw and to the Hellenic Coast guard authorities and allow for the command and control of the flights by the authorities you identify. Similarly, EMSA can offer to set up satellite communication capacity to receive the data and participate in the operation from the Poseidon vessels as offered during the coordination meeting in July in Athens.

I would like to propose to coordinate between our two Agencies any press release and/or communication event that should be planned tentatively last week of September 2019, namely when the RPAS service is



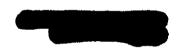


expected to be fully mature from a technically and operationally point of view. EMSA's communication team will for that purpose contact Frontex communication cell.

I take this opportunity to highlight the possibility, as soon as the operation is launched, to agree on the financing between our Agencies of a potential extension of the duration of this RPAS deployment in Greece beyond the 5 of December which is currently the estimated last day of flights.

We look forward to providing successful RPAS services to Frontex.

Yours sincerely,





Executive Director Frontex - European Border and Coast Guard Agency Plac Europejski 6, 00-844 Warsaw – Poland



Lisbon, 15 FEB. 2019 emsa.c.3.0.dir(2019)776806

Subject: Mobilisation Notice for RPAS operations in Greece for FRONTEX

Dear Mr

The European Maritime Safety Agency (EMSA) received on 10 January 2019 from FRONTEX a request for an RPAS service requesting for border control and law enforcement operations in Greece.

I herewith confirm that EMSA has prioritized your request for RPAS service. Considering the requirements expressed by FRONTEX, EMSA has identified and mobilised CEIIA as the appropriate RPAS service provider for the deployment: CEIIA, in collaboration with Elbit, has been sent a Mobilisation Alert for the platform Hermes 900 and a Specific Contract for the preparation of the operation, including the process to obtain the permit to fly and the site survey.

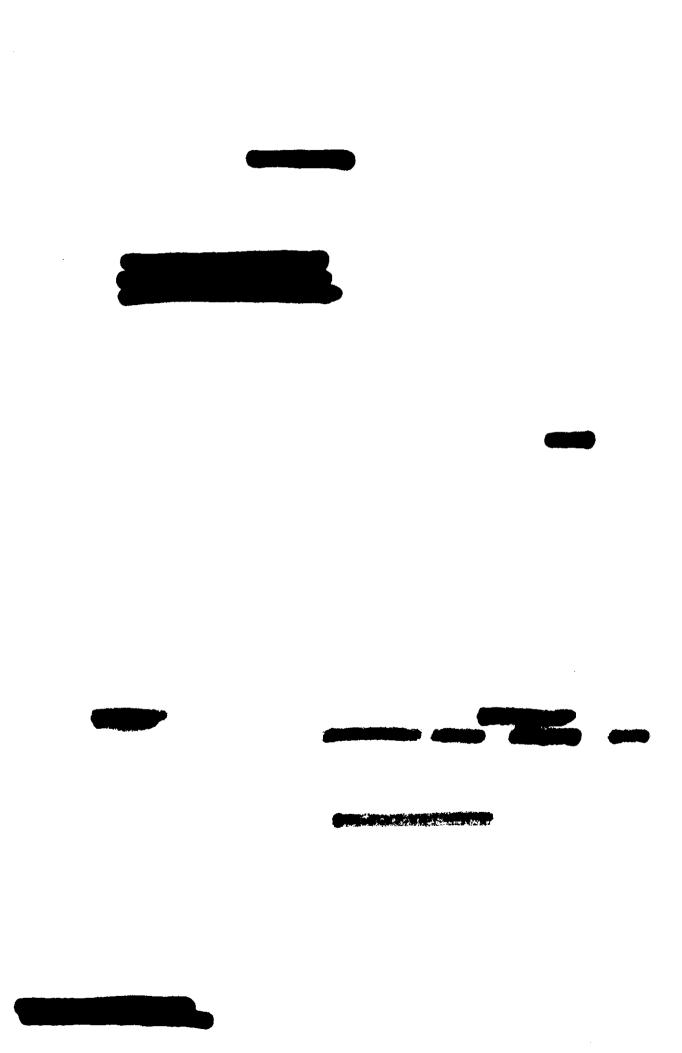
Scope and timeline of the operation

Flights are planned 7 days a week covering night time with the need of sensors of extended capabilities. The expected number of daily flight hours was not defined in the request. The proposed take-off and landing base is located in the analysis and the Area of Operation covers a large portion of the the sand the take of the control of the sand to the control of the control of the sand to the control of th

The deployment was requested to start tentatively in March 2019 and to encompass 9 months of operations. As already communicated to your services, no flight can be reasonably planned before the end of Q2 2019 as the contractor will not have the full-service capability available before, including the communication service for command and control from the successful implementation of the preparatory phase, including the permit to fly and the set up of logistics on site.

Budget

EMSA has already earmarked in its Coast Guard budget sufficient appropriations to guarantee 3 months of operations for FRONTEX with this MALE RPAS (estimated at 5.1 Meuro in CAs out of the 13 Meuro EMSA has as fresh credits in its budget for RPAS operations in 2019) and the upgrade satellite communication



capacity to guarantee the best service (estimated as a maximum of 0.6 Meuro for three months for a 7 days a week operation). EMSA will cover the costs of the following activities by the contractor: preparatory actions as per above; transport of the RPAS and additional equipment on site; on-site activities of the contractor including the staff costs; flight operations (flight hours, fuel, communication costs between the RPA and the GCS, etc.).

Should FRONTEX be satisfied with the service provided during the first months, and the remaining EMSA budget be committed for other RPAS operations, EMSA could still assign its unique MALE platform to services to FRONTEX until end of the year but this might require evaluating a possible top financing by FRONTEX of the available budget in EMSA.

Responsibilities of FRONTEX as user include the following:

- Assisting with the "Permit to Fly" process for the operations (to be requested by the RPAS contractor
 and to be issued by the Greek Aviation Authority); EMSA is fully available to support the process to
 obtain the "Permit to Fly" and will act as coordinator between the National Aviation authorities and the
 contractor.
- 2. Providing and financing solutions to answer the logistical and communication requirements for the operational phase (this includes costs for airport fees, office space, storage facilities, utilities including water, electricity, phone line, internet, etc.). The internet connection should ideally allow for an upload with at least 20 Mbps dedicated for RPAS operations, preferably 50 Mbps.
 If FRONTEX is not in the position to cover these associated costs due to budgetary reasons, EMSA can discuss on a possibility to compensate the RPAS service provider, while he is taking over some of them.
- 3. Facilitating the importation of RPAS equipment by the RPAS contractor necessary for the operation or entry of the staff and equipment in the facilities offered for the operation.
- 4. Organising and agreeing on operational procedures and responsibilities for the full coordination and command of the operations (a person/liaison officer available to follow the operations and to direct the RPAS contractor when needed).

EMSA will need to monitor the implementation of the operation to ensure that the flight hours defined in the contract with the RPAS service provider are respected and validated by your services.

Information on the RPAS selected:

An RPAS with the following characteristics was selected for the service:



The system can operate in RLOS (Radio Line of Sight) and BRLOS (Beyond Radio Line of Sight) via satellite communication for far range operations (beyond



Data ownership, confidentiality, access:

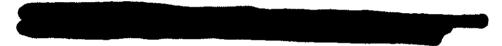
- The data will be provided to FRONTEX directly by EMSA's contractor (CEIIA) via the EMSA RPAS
 Data Centre, which can be accessed in FRONTEX premises in Warsaw, Poland.
- The data will be treated confidentially according to the contract between EMSA and the contractor;
- Access to the data will only be given to EMSA and the contractor staff (for system monitoring and support or system operation) as well as to those authorities indicated by FRONTEX.
- The data will not be redistributed to anyone, without prior approval of your services.

Please note that the ultimate responsibility for the safe operation of the RPAS is with EMSA's contractor.

Operational point of contact at EMSA:

Any communication regarding this operation should be addressed to RPAS operations@emsa.europa.eu.

The Service Managers responsible are:



It would be very much appreciated if you could <u>confirm in writing within 15 days of this letter your agreement on the above conditions for the RPAS operation in Greece.</u>

Should you have the information available from your previous tests please provide also the following information to be communicated to the RPAS contractor:

- Contact point at the Hellenic Civil Aviation Authority for the obtainment of the Permit to Fly.
- List of documents needed for the request of the Permit to Fly.
- Expected timeline for the obtainment of the Permit to Fly.

We look forward to providing successful RPAS services to FRONTEX.

Yours sincerely,

Executive Director

Annex: RPAS portfolio

