

Commercial Invoice for Shipping

Date : May 24th, 2022

N°: 21/22

Invoice to:

European Maritime Safety Agency
Invoice Registration (IR)
Unit A.2 - Legal and Financial Affairs
Praça Europa 4
1249 - 206 Lisbon Portugal

VAT: 507685326

Shipping to:

Port of Durrës - Albania

Our Ref.: comm. 095/21
Your Ref.: Specific contract no. 1 dated 23/03/2022
Framework contract no. 2021/EMSA/OP/8/2021

Incoterms: DAT
Total gross weight: 1219 kg
Number of Packages: 7
Taric Code: 8517 6990

ID	Description	Qty	Unit Price	Total Price
1	AIS Station	5	€ 16.274,00	€ 81.370,00
2	Central Node	1	€ 11.960,00	€ 11.960,00
			Total Price	€ 93.330,00

No Commercial Value; Value for Customs purposes only.



HI-TECH COMMUNICATIONS
SINCE 1975

ELMAN S.r.l.
Via di Valle Caia, 37 - 00071 Pomezia (Rome, Italy)
Ph: +39 06 91 94 405 Fax: +39 06 91 94 306
elman@elmansrl.it www.elmansrl.it

Certified Quality System ISO 9001
P.I. (VAT Number) 01003631007
C.F. (Registration Number) 01518520588

Document no.:	PL095/21-001
Date:	31/05/2022
Customer PO:	Framework contract no. 2021/EMSA/OP/8/2021 Specific contract no. 1 dated 23/03/2022
Our ref.:	C. 095/21
Delivery Terms:	DAT Port of Durres, Albania
TARIC Code:	8517 6990
Bill to: European Maritime Safety Agency Invoice Registration (IR) Unit A.2 - Legal and Financial Affairs Praça Europa 4 1249 - 206 Lisbon Portugal VAT: 507685326	Ship to: Port of Durres - ALBANIA <i>Contact Person: Mr. Tomor HARIZI</i> <i>Deputy General Director - General Maritime Directorate</i> <i>Email: tomor.harizi@dpdetare.gov.al</i> <i>Mobile: +355 69 227 2186</i>

Designation	Type	Dimensions (WxDxH)	Gross Weight	Net Weight
EL095/21-001	Crate	89x75x142 cm	208 kg	154 kg
EL095/21-002	Crate	89x75x142 cm	208 kg	154 kg
EL095/21-003	Crate	89x75x142 cm	208 kg	154 kg
EL095/21-004	Crate	89x75x142 cm	208 kg	154 kg
EL095/21-005	Crate	89x75x142 cm	208 kg	154 kg
EL095/21-006	Crate	71x75x142 cm	148 kg	106 kg
EL095/21-007	Pallet	60x80x50 cm	31 kg	16 kg

TOTAL GROSS WEIGHT (7 BOXES)	1219 kg
TOTAL NET WEIGHT	892 kg

PACKAGE DETAILS

Box #	Description	Model	Q.ty	S/N
EL095/21-001	Assembled 19" Rack, 22U, including:	095/21-001	1	011
	AIS Base Station	ABT-1103	2	1078 – 1079
	AIS Base Station Controller	BCD-1135	1	093
	Battery Charger Unit	BCU-1144	1	043
	Lead Batteries, 12V, 100 Ah	12FGL100	2	
	Power Supply Protection	OBO-BETTERMAN	1	
	Network Protection	DEHN	1	
	VHF Lightning protection	LP-GTR-NFF-23	1	
	GPS Lightning protection	LP-GTV-TFF	1	
	20m RG214 RF cable, including connector kit	RG214	1	
	15m RG223 RF cable, including connector kit	RG223	1	
	VHF antenna, including mounting kit	TY-010NG	1	
	GPs antenna, including mounting kit	Bullet 360	1	
EL095/21-002	Assembled 19" Rack, 22U, including:	095/21-001	1	012
	AIS Base Station	ABT-1103	2	1080 – 1081
	AIS Base Station Controller	BCD-1135	1	094
	Battery Charger Unit	BCU-1144	1	044
	Lead Batteries, 12V, 100 Ah	12FGL100	2	
	Power Supply Protection	OBO-BETTERMAN	1	
	Network Protection	DEHN	1	
	VHF Lightning protection	LP-GTR-NFF-23	1	
	GPS Lightning protection	LP-GTV-TFF	1	
	20m RG214 RF cable, including connector kit	RG214	1	
	15m RG223 RF cable, including connector kit	RG223	1	
	VHF antenna, including mounting kit	TY-010NG	1	
	GPs antenna, including mounting kit	Bullet 360	1	
EL095/21-003	Assembled 19" Rack, 22U, including:	095/21-001	1	013
	AIS Base Station	ABT-1103	2	1082 – 1083
	AIS Base Station Controller	BCD-1135	1	095
	Battery Charger Unit	BCU-1144	1	045
	Lead Batteries, 12V, 100 Ah	12FGL100	2	
	Power Supply Protection	OBO-BETTERMAN	1	
	Network Protection	DEHN	1	
	VHF Lightning protection	LP-GTR-NFF-23	1	
	GPS Lightning protection	LP-GTV-TFF	1	
	20m RG214 RF cable, including connector kit	RG214	1	
	15m RG223 RF cable, including connector kit	RG223	1	
	VHF antenna, including mounting kit	TY-010NG	1	
	GPs antenna, including mounting kit	Bullet 360	1	

Box #	Description	Model	Q.ty	S/N
EL095/21-004	Assembled 19" Rack, 22U, including:	095/21-001	1	014
	AIS Base Station	ABT-1103	2	1084 – 1085
	AIS Base Station Controller	BCD-1135	1	096
	Battery Charger Unit	BCU-1144	1	046
	Lead Batteries, 12V, 100 Ah	12FGL100	2	
	Power Supply Protection	OBO-BETTERMAN	1	
	Network Protection	DEHN	1	
	VHF Lightning protection	LP-GTR-NFF-23	1	
	GPS Lightning protection	LP-GTV-TFF	1	
	20m RG214 RF cable, including connector kit	RG214	1	
	15m RG223 RF cable, including connector kit	RG223	1	
	VHF antenna, including mounting kit	TY-010NG	1	
	GPs antenna, including mounting kit	Bullet 360	1	
EL095/21-005	Assembled 19" Rack, 22U, including:	095/21-001	1	015
	AIS Base Station	ABT-1103	2	1086 – 1087
	AIS Base Station Controller	BCD-1135	1	097
	Battery Charger Unit	BCU-1144	1	047
	Lead Batteries, 12V, 100 Ah	12FGL100	2	
	Power Supply Protection	OBO-BETTERMAN	1	
	Network Protection	DEHN	1	
	VHF Lightning protection	LP-GTR-NFF-23	1	
	GPS Lightning protection	LP-GTV-TFF	1	
	20m RG214 RF cable, including connector kit	RG214	1	
	15m RG223 RF cable, including connector kit	RG223	1	
	VHF antenna, including mounting kit	TY-010NG	1	
	GPs antenna, including mounting kit	Bullet 360	1	
EL095/21-006	Assembled 19" Rack, 22U, including:	095/21-002	1	011
	AIS Base Station Controller	BCD-1135	1	098
	Battery Charger Unit	BCU-1144	1	042
	Lead Batteries, 12V, 55 Ah	12FGL55	2	
EL095/21-007	PC incl. mouse, keyboard and soundbar	DELL Precision 3450 SFF	1	8TQ3FM3
	24" Monitor	DELL P2418HZm	1	2S8V7J3

Donation Agreement

Donation of shore-based Automatic Identification Systems (AIS) equipment to IPA Countries - Albania

AGREEMENT NUMBER - 2021/EMSA/DP/6/2021

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 Manuela Tomassini, Head of Sustainability & Technical Assistance - Department 1, on the one part,

and

General Maritime Directory
Lagja 1, Rruga Tregtare, Durrës
Albania

("the Donee"), represented for the purposes of signature of this agreement by Pavlin Ndreu, General Director

on the other part,

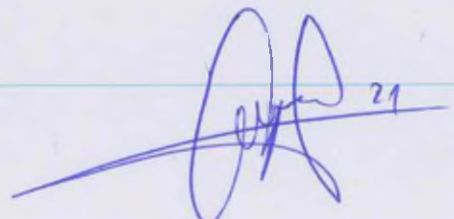
HAVE AGREED

to the special conditions, the general conditions and the following annexes:

Annex I Transfer of Equipment, Delivery Statement and Inventory List

which form an integral part of this agreement ("the Agreement").

- The terms set out in the special conditions shall take precedence over those in the other parts of the Agreement.
- The terms set out in the general conditions shall take precedence over those in the other parts of the Agreement.



SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER

- 1.1 The overall objective of this Donation Agreement is to transfer the ownership of Automatic Identification System (AIS) Equipment in order to strengthen the Albanian AIS network and ensuring AIS information sharing thorough the Mediterranean AIS Regional Server (MAREΣ), operated and maintained by the Italian Coast Guard (ICG).
- 1.2 The Donee accepts to receive all equipment donated by EMSA.
- 1.3 This Agreement may not, under any circumstance, be construed as an International Agreement.

ARTICLE 2 – OBJECT OF DONATION

- 2.1 Subject to the terms and conditions of this Agreement, EMSA shall transfer the ownership of the following equipment for the use of the Donee: one (1) Central node and a set of five (5) AIS physical shore stations each one including a logical embedded station - all equipment complies with the international regulations provided by ITU-R M. 1371-4 (2010) and IEC 62320-1 (2009).
- 2.2. Detailed description of the equipment is provided in the Transfer of Equipment, Delivery Statement and Inventory List attached to this Agreement (Annex I).

ARTICLE 3 – USE OF THE EQUIPMENT

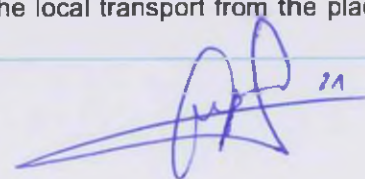
The Donee shall use the equipment for any purpose it deems appropriate so far as it is related to the subject matter of the Agreement.

ARTICLE 4 – ENTRY INTO FORCE AND DURATION

The Agreement is concluded for a period of 5 years with effect from the date of the signature by the last party.

ARTICLE 5 – DELIVERY

- 5.1 The ownership of the equipment together with associated risk shall be transferred from EMSA to the Donee upon delivery of the equipment.
- 5.2 The delivery shall be at *quay of* the port indicated by Albanian authorities as indicated in Annex I. The delivery is expected to take place in the course of year 2022. EMSA shall notify the Donee of the expected delivery date at least 30 days in advance. EMSA may send a representative on the delivery date.
- 5.3 The delivery of the equipment will be accompanied by a Delivery Statement in duplicate, duly signed and dated by the carrier. The person designated by the Donee in Annex I agrees to sign both copies of the Delivery Statement in order to acknowledge delivery of the equipment and to return one copy to the carrier and a copy to EMSA by e-mail. By the date of delivery of the equipment, all amenities, facilities and conditions required for the receipt of it shall be in place.
- 5.4 The Donee shall be responsible to clear the equipment for import tax and take care of all the necessary formalities for that (if any) and shall cooperate, for that purpose, with the entity responsible for the delivery on behalf of EMSA, in particular by providing them with all necessary documentation to complete the delivery. The Donee shall also be responsible to take care and pay for the local transport from the place



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where the equipment was delivered to the place where the equipment shall be stored.

5.5 Additional modalities of handover of the equipment may be agreed by the parties upon the delivery of the equipment.

5.6 The Donee has 10 days after delivery of the equipment to notify EMSA about lack of conformity of the equipment with Annex I. The Donee loses the right to rely on a lack of conformity of the equipment if it does not give the notice thereof at the latest within this period.

ARTICLE 6 – EXPENSES

Any expenses that have not been explicitly provided for by this Agreement shall be borne by the Donee, unless otherwise agreed by the parties.

ARTICLE 7 – COMMUNICATION DETAILS

Any communication in connection with this agreement shall indicate the number of the Agreement, and shall be sent to the following addresses:

For EMSA:

European Maritime Safety Agency

PIRELLI Fabrizio (EMSA)

Project Officer

E-mail: DP62021@emsa.europa.eu

Praça Europa 4

1249-206 Lisbon, Portugal

For Donee:

Mr.Pavlin Ndreu

General Director

General Maritime Directory

Lagja nr.1, Rruga Tregtare, Durres

Albania

SIGNATURES

For the Donee,

Pavlin Ndreu
General Director

signature: _____

Done at

Date: 13.12.2021

In duplicate in English.

For EMSA,

Manuela Tomassini
Head of Sustainability & Technical
Assistance - Department 1

signature: _____

Done at Lisbon,

Date: 17/12/2021



GENERAL CONDITIONS

ARTICLE I.1 – PERFORMANCE OF THE AGREEMENT

- I.1.1. The parties shall perform their tasks and responsibilities under this Agreement to the highest professional standards.
- I.1.2. The Donee shall have sole responsibility for complying with any legal obligations incumbent on it, notably those resulting from employment, tax and social legislation.
- I.1.3. EMSA warrants that:
- the donated equipment is suitable for use by the Donee in accordance with the objective of the donation procedure.
 - there are no claims, judgements, liens or other encumbrances of any kind whatsoever against or upon title to the donated equipment.

ARTICLE I. 2 – LIABILITY

- I.2.1. EMSA shall not be liable for damage sustained by the Donee in performance of the Agreement except in the event of wilful misconduct or gross negligence on the part of EMSA.
- I.2.2. The Donee shall be liable for any loss or damage caused by itself in performance of the Agreement.
- I.2.3. Under no circumstances will EMSA be liable to the Donee or any other person for any direct, indirect, incidental, special or consequential damages arising out of or related to this Agreement or the donated equipment.

ARTICLE I.3 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.3.1. The Agreement shall be governed by law of the European Union.
- I.3.2. The General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Union and the Donee concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

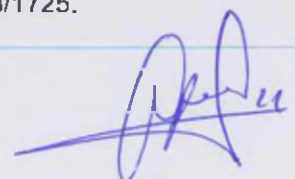
ARTICLE I.4 – PROCESSING OF PERSONAL DATA

I.4.1 Processing of personal data by EMSA

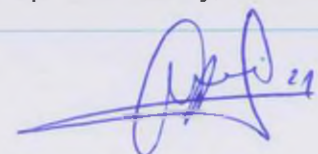
- I.4.1.1 Any personal data included in or relating to the Agreement, including its implementation, shall be processed in accordance with Regulation (EU) No 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the Agreement by the data controller.
- I.4.1.2 The Donee or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) No 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.
- I.4.1.2 Should the Donee or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

I.4.2 Processing of personal data by the Donee

- I.4.2.1 The processing of personal data by the Donee shall meet the requirements of Regulation (EU) No 2018/1725 and be processed solely for the purposes set out by the controller.
- I.4.2.2 The Donee shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) No 2018/1725.



- 1.4.2.3** The Donee shall inform without delay the controller about such requests.
- 1.4.2.4** The Donee may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.
- 1.4.2.5** The Donee shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract. The Donee must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 1.5.
- 1.4.2.6** The Donee shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:
- a) the pseudonymisation and encryption of personal data;
 - b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 - e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.
- 1.4.2.7** The Donee shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the Donee becomes aware of the breach. In such cases, the Donee shall provide the controller with at least the following information:
- a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
 - b) likely consequences of the breach;
 - c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 1.4.2.8** The Donee shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State data protection provisions as referred to in the tender specifications.
- 1.4.2.9** The Donee shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:
- a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
 - b) notify a personal data breach to the European Data Protection Supervisor;
 - c) communicate a personal data breach without undue delay to the data subject, where applicable;
 - d) carry out data protection impact assessments and prior consultations as necessary.
- 1.4.2.10** The Donee shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.
- 1.4.2.11** EMSA is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services as set out in Article 1.9.2) and data security, which includes personal data held on behalf of the EMSA in the premises of the Donee or partner.
- 1.4.2.12** The Donee shall notify the EMSA without delay of any legally binding request for disclosure of the personal data processed on behalf of the EMSA made by any national public authority, including an



authority from a third country. The Donee may not give such access without the prior written authorisation of the EMSA.

- 1.4.2.13** The duration of processing of personal data by the Donee will not exceed the period referred to in Article 4. Upon expiry of this period, the Donee shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.
- 1.4.2.14** If part or all of the processing of personal data is assigned to a third party, the Donee shall pass on the obligations referred to in this Article in writing to those parties. At the request of the EMSA, the Donee shall provide a document providing evidence of this commitment.

ARTICLE I.5 – CONFIDENTIALITY

- I.5.1.** EMSA and the Donee shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.
- I.5.2.** The Donee shall not use confidential information and documents for any reason other than fulfilling its obligations under the Agreement, unless otherwise agreed with EMSA in writing.
- I.5.3.** EMSA and the Donee shall be bound by the obligations referred to the Special Conditions during the implementation of the Agreement and for a period of four years starting from the entry into force of this Agreement, unless:
- a) the concerned party agrees to release the other party from the confidentiality obligations earlier;
 - b) the confidential information becomes public through other means than in breach of the confidentiality obligation;
 - c) the disclosure of the confidential information is required by law, regulation or court order.

Article I.6 – FORCE MAJEURE

- I.6.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the agreeing parties which prevents either of them from performing any of their obligations under the Agreement, was not due to error or negligence on their part or on the part of a person or entity working on their behalf, and could not have been avoided by the exercise of due diligence.
- I.6.2.** A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.
- I.6.3.** The parties shall take the necessary measures to limit any damage due to force majeure. They shall do their best to resume the implementation of the action as soon as possible.
- I.6.4.** Neither party shall be held in breach of its obligations if it has been prevented from performing them by force majeure.

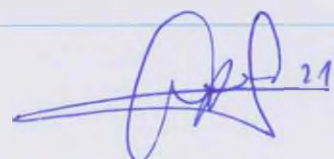
ARTICLE I.7 – TERMINATION OF THE AGREEMENT

I.7.1. Termination of the Agreement by the Donee

The Donee may only in the event of *force majeure* terminate the Agreement by formally notifying EMSA thereof, stating clearly the reasons and specifying the date on which the termination shall take effect. The notification shall be sent before the termination is due to take effect.

I.7.2. Termination of the Agreement by EMSA

- I.7.2.1.** EMSA may decide to terminate the Agreement in the following circumstances:
- a) if the Donee does not implement the action as specified in this Agreement or fails to comply with another substantial obligation incumbent on it under the terms of the Agreement;
 - b) in the event of force majeure, notified in accordance with Article I.6 above, where the



implementation is impossible or where the necessary modifications to the Agreement would result in unequal treatment of applicants;

- c) if EMSA has evidence that the Donee or any related person, as defined in the second subparagraph below, have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the European Union's financial interests;
- d) if EMSA has evidence that the Donee or any related person, as defined in the second subparagraph below, have committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement, including in the event of submission of false information or failure to submit required information in order to obtain the donation provided for in the Agreement; or
- e) For the purposes of the above points (c) and (d) "any related person" shall mean any natural person who has the power to represent the Donee or to take decisions on its behalf.

1.7.2.2. Before terminating the Agreement, EMSA shall formally notify the Donee of its intention to terminate, specifying the reasons thereof and inviting the Donee, within 45 calendar days from receipt of the notification, to submit observations and, in the case of point (b) of Article 1.7.2.1, to inform EMSA about the measures taken to ensure that it continues to fulfil its obligations under the Agreement.

If, after examination of the observations submitted by the Donee, EMSA decides to stop the termination procedure, it shall formally notify the Donee thereof.

If no observations have been submitted or if, despite the observations submitted by the Donee, EMSA decides to pursue the termination procedure, it may terminate the Agreement by formally notifying the Donee thereof, specifying the reasons for the termination.

In the cases referred to in Article 1.7.2.1, the formal notification shall specify the date on which the termination takes effect.

ARTICLE 1.8 – CHECKS AND AUDITS

The Donee shall make available to the competent bodies of the European Union, upon request, all relevant financial information, including statements of accounts concerning the Action, where it implements the Action or where its affiliated entities or a subDonee/s take part in the Action.

ARTICLE 1.9 - INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

- 1.9.1.** Industrial and intellectual property rights to equipment or related material shall not be transferred to the Donee excluding right of ownership to the equipment.
- 1.9.2.** Where industrial and intellectual property rights, including rights of third parties, exist prior to the conclusion of the Agreement, EMSA shall establish a list which shall specify all rights of ownership and use of the pre-existing industrial and intellectual property rights and disclose it to the Donee at the latest before the handover of the equipment.
- 1.9.3.** If any claims derived from the use or maintenance of the equipment and related material that are presented against the Donee or EMSA concerning intellectual property rights relating to the delivered equipment or related material, the Donee shall be obliged to meet these claims at its own expense.

ARTICLE 1.10 – AMENDMENTS

- 1.10.1.** Any amendment to the Agreement shall be made in writing.
- 1.10.2.** An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the Donation or be contrary to the equal treatment of applicants.
- 1.10.3.** Any request for amendment shall be duly justified and shall be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the period set out in Article 4, except in cases duly substantiated by the party requesting the amendment and accepted by the other party.

