

ESA Contract No. 4000xxxx/1x /xx /xx

with

[Contractor]

[Title of Contract]

DRAFT CONTRACT

Between:

The EUROPEAN SPACE AGENCY,
(hereinafter called “the Agency” or “ESA”),

located at: 8-10 rue Mario-Nikis,
75015 Paris,
France,

represented by Mr Johann-Dietrich Wörner, its Director General,

through its establishment

The European Space Research and Technology Centre (ESTEC),
located at: Keplerlaan 1,
2201 AZ Noordwijk,
The Netherlands,

of the one part,

and:

.....
(hereinafter called “the Contractor” or “.....”),

whose Registered Office is at:

.....
.....
.....

represented by....., its.....,

of the other part,

Preamble

Whereas:

- The objectives of the InCubed Element of the European Earth Watch Programme are to improve competitiveness of Economic Operators of the Participating States; to support the presence of the Economic Operators in the global markets for manufacturing EO missions and components, mission operations including ground segment technology, and the EO data access market; to encourage the realization of high-risk/high-potential developments by Economic Operators by mitigating the technical and financial risks; and to facilitate new and innovative technologies by Economic Operators including entities with limited experience in the space sector.
- An essential element of the Programme is the sharing of funding by ESA and industry for the industrial pre-commercial activities carried out under the Programme,
- The parties are willing to each contribute to the eligible cost of the activity as required,
- ESA has agreed that the activities described in Article 1 are eligible for the InCubed Element,

The parties have now agreed to execute the work at the specific conditions set forth hereafter:

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ARTICLE 1 - SUBJECT OF THE CONTRACT – APPLICABLE DOCUMENTS

1.1. Subject of the Contract

The Contractor undertakes to and to deliver the “product” (hardware, software and documentation as described herein).

1.2. Applicable Documents

The work shall be performed in accordance with the following documents, listed in order of precedence, in case of conflict:

- a) The specific Articles of this Contract and its Appendix A (Payment Plan and Advance Payment(s) and other Financial Conditions);
- b) The General Clauses and Conditions for ESA Contracts (herein referred to as GCC), ref. ESA/REG/002 rev. 2 not attached hereto but known to both parties and available on <http://emits.sso.esa.int/emits/owa/emits.main> – “reference documentation” – “administrative documents”, as amended by the Contract;
- c) Appendix B hereto: Layout for Contract Closure Documentation;
- d) The Minutes of the negotiation meeting held on ref.; not attached hereto but known to both parties;
- e) The Contractor’s Proposal reference dated, [**sub-option:** as amended or clarified by Contractor’s (fax/email/letter) reference dated, not attached hereto but known to both parties].

ARTICLE 2 - DELIVERY

2.1. Place and Dates of Delivery

2.1.1 Documents

The Contractor shall, during the performance of this Contract, deliver all documentation and reports as specified in the Contractor's Proposal, in electronic format.

Final Report

The Final Report shall be written in a concise yet instructive manner and shall not exceed 20 pages (containing colour photographs, if applicable).

It shall at least describe the major technical, and pre-operational accomplishments of this contract, especially:

- objective of the activity
- key issues
- results of the work incl. description of the new “product” developed
- and any further post-development envisaged activities

The draft version of the Final Report shall be delivered in electronic format in line with the Implementation Proposal Guidelines for approval of the Agency's Technical Officer not later than [DATE TO BE FILLED IN].

The finalised version of the Final Report shall be issued not later than 10 days after the Agency's approval of the draft version and delivered to the Agency in line with the Management Proposal Guidelines.

The Final Report may be made available to all ESA Participating States and Persons and Bodies. Therefore if the Final Report includes commercially sensitive information, two different versions of the Final Report shall be provided.

The version containing commercially sensitive information shall be marked “Proprietary Information”. The version not containing commercially sensitive information shall not be marked “Proprietary Information”.

Final Data Package

All documents described in the Contractor's Proposal shall be deliverables under this contract. The Final Data Package shall contain the most recent version of all deliverable documents including the Final Report as well as the part of the Final Report containing “Proprietary Information”.

2.1.2 Software

The object code/source code (as applicable) relevant to the software, mathematical models, data files, design files and computer programmes, specified in Vol. ... chapter ... of the Contractor's Proposal shall be delivered to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract, not later than [DATE TO BE FILLED IN].

2.1.3 Hardware

a) The hardware specified in Vol. ... chapter ... of the Contractor's Proposal (and/or: *minutes of negotiation meeting as applicable*) shall be delivered to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract, not later than [DATE TO BE FILLED IN]. In proximity with the acceptance a loan agreement or waiver of the transfer of ownership to the Agency may be requested; any such request shall include a description of the intended utilisation. The Agency, however, is not obliged to accept such request and will make conditional upon the Contractor's commitment to utilise the hardware exclusively in the manner approved by the Agency. Ownership of assets with an individual or batch cost below 5,000 Euro shall remain with the Contractor (see further Article 4 below with regard to these issues).

2.1.4 Contract Closure documentation

The Contract Closure form (Appendix B) shall be delivered to the Agency's authorised representatives not later than the time of submitting the invoice(s) for the Final Settlement.

ARTICLE 3 - PRICE & PAYMENT

3.1. Price

The price of the Contract amounts to:

**... EUR
(... EURO),**

broken down as follows:

Company Name	Entity Code	Type P/Prime; SI/Subco Indirect	Country (ISO Code)	Price in EUR

The total price is exclusive of profit and based on a total cost of EUR.

The Agency may decide that certain items produced or purchased under the Contract during its implementation (see Article 4 below) shall become ESA Fixed Assets. Such items shall be identified as becoming ESA Fixed Assets through the means of a Contract Change Notice.

3.1.1 The type of price is the following:

A Firm Fixed Price as defined in Section 2.1 of Annex II to the GCC.

3.1.2 The above amount does not include any taxes or duties in the Member States of the Agency.

3.1.3 The price is deemed to include all applicable fees for licences to be purchased and delivered in the frame of the Contract, indicating the Agency as the end user. The price is further deemed to include any and all licence fees payable according to Sub-Clause 57.7 of the GCC.

3.1.4 The price is Delivered Duty Paid for all deliverables, exclusive of import duties and VAT in accordance with the INCOTERMS 2010, to the addressee(s) specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract. Reference to INCOTERMS in this provision is exclusively for the purpose of price definition.

3.2. Payment

3.2.1 General provisions

The Payment Plan and other financial conditions applicable to this Contract are specified in Appendix A hereto.

The advance payment constitutes a debt of the Contractor to the Agency until it has been set-off against the milestone(s) as shown in Appendix A hereto.

In the event that the achievement of a milestone is delayed but the milestone is partially met at the milestone planning date foreseen, the Agency may as an exception, effect a payment against an approved confirmation of the partially achieved milestone, not exceeding the value of the work performed at the date of payment.

When releasing the payment for a given milestone, if applicable, the Agency's payment shall be made after due deduction of the corresponding off-set of the advance payment(s) as per conditions of Appendix 1 to the contract (Payment plan and advance payment(s) and other financial conditions).

In case of partial payment, the Agency shall deduct from the corresponding invoice(s) relative to the same milestone any outstanding amount of the advance payment(s) still to be off-set.

Payments shall be made within thirty (30) calendar days of receipt at ESA-ESTEC Finance, Central Invoice Registration Office of the documents listed and fulfilment of the requirements as specified in 3.2.2 below¹. Only upon fulfilment of the latter requirements shall the invoice be regarded as due by the Agency.

Payments shall be made by the Agency in EURO to the account specified by the Contractor. Such account information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code). The Parties agree that payments shall be considered as effected by the Agency on time if the Agency's orders of payment reach the Agency's bank within the payment period stipulated in the paragraph above.

Any special charges related to the execution of payments will be borne by the Contractor.

Any questions concerning the latest status of due invoices can be addressed to the ESA Payment Officer (mail to: esa.payment.officer@esa.int).

¹ This is reflected in esa-p as "30 days upon receipt by ESA, in esa-p, of both the confirmation and the invoice" see in Industry Portalesa-p GUIDE Frequently Asked Questions & Answers for Suppliers at http://esa-p-help.sso.esa.int/FAQ_for_Suppliers.pdf

If applicable, invoices shall separately show all due taxes or duties.

[OPTION 1: VAT Exemption Certificate issued]

In the case of invoices submitted by the Contractor which are free of VAT, reference shall be made to the number indicated on the VAT Exemption Form (Appendix D hereto). On invoices submitted via esa-p, the number shall be put in the respective field 'VAT Exemption Number'.

[OPTION 2: Exemption under national law]

Invoices submitted by the Contractor, which are free of VAT due to the applicable national law, shall make reference to the relevant piece of national legislation as shown below:

- for Italy: Law Nr. 358 of 9/6/1977 – Gazzetta Ufficiale Numero 184 of 7/7/1977.
- for the Netherlands: Art. 32 No. 4 Uitvoeringsregeling Algemene wet inzake rijksbelastingen.

3.2.2 Requirements for Payment Requests (APR) and invoices being regarded as due²:

Advance Payment: [only applicable if significant need for cash disbursement at the beginning of the contract has been demonstrated].

- Advance Payment Request (APR): to be submitted after signature of this Contract by both Parties.

Progress Payment(s):

- Milestone Achievement Confirmation (MAC) hereinafter referred to as “confirmation” with supporting documentation, attached in esa-p. The supporting documentation shall justify the actual achievement of the milestone(s) as defined in the Payment Plan specified in Appendix A hereto.

and

- Invoice(s);

² For detailed information on how to submit and approve invoices, MACs and APR in esa-p you may consult the following two Quick Guides:

http://esa-p-help.sso.esa.int/Quick_Guide_How_to_submit_a_Confirmation_or_Invoice_or_APR.pdf
http://esa-p-help.sso.esa.int/Quick_Guide_How_to_approve_a_Confirmation_or_Invoice_or_APR.pdf

Final Settlement:

- Confirmation, with supporting documentation attached in esa-p. The supporting documentation shall justify the actual achievement of the milestones as defined on the Payment Plan Specified in Appendix A hereto.
- and
- Invoice(s);
- and
- Receipt and/or acceptance, by the Agency, of all deliverable items, of the services to be rendered and other obligations to be fulfilled, in accordance with the terms of this Contract;
- The Contract Closure Documentation using the template provided in Appendix B.

3.2.3 Implementation of payments conditions

[OPTION 1: No Subs]

The Contractor shall ensure that all advance payment requests, invoices and confirmations are submitted for payment exclusively through the Agency's esa-p system.

The Contractor undertakes to submit advance payment request, invoices and confirmations, and to strictly adhere to the instructions (including those for billing taxes and duties, where applicable) contained in esa-p.

The Agency reserves the right to visit the Contractor's premises and ascertain the progress of the work being performed under the Contract, prior to making the progress payment concerned. **[end OPTION 1]**

[OPTION 2: Subs are paid by the Prime]

The Contractor shall ensure that all APR, invoices and confirmations, are submitted for payment exclusively through the Agency's esa-p system.

The Contractor undertakes to adhere strictly to the instructions contained in esa-p (including those for billing taxes and duties, where applicable) when submitting APR, invoices and confirmations through the esa-p system.

The Agency shall credit the account of the Contractor to the Contractor's benefit and to the benefit of the Contractor's Subcontractor(s).

The Contractor shall be responsible for approving or rejecting, within ten (10) calendar days of receipt, the relevant Subcontractor(s)' invoices and related supporting documents (e.g. MACs, Cost Reports).

The Contractor shall also be responsible for paying the accounts of its Subcontractor(s) for this Contract in accordance with the applicable law and normal commercial practices.

The Contractor shall indemnify the Agency against any claims arising from such Subcontractor(s), caused by the Contractor's failure to pay the Subcontractor(s). The Contractor shall supply to the Agency, upon request, evidence of payments made to its Subcontractor(s).

The Agency reserves the right to visit the Contractor's and/or Subcontractor('s)(s') premises and ascertain the progress of the work being performed under the Contract, prior to making the progress payment concerned.

The Contractor shall, upon request at any time by the Agency, submit the payment conditions/provisions of individual Sub-Contracts to the Agency for approval (if requested before the Sub-Contract is placed) or verification. **[end OPTION 2]**

3.2.4 Absence of user account for esa-p:

If the Contractor has no access to the Agency's esa-p system at the time of signature of the present Contract, an immediate request for an esa-p user account shall be made by the Contractor to the ESA Helpdesk (idthelp@esa.int), specifying a contact name, the company name, and the ESA Contract number.

3.2.5 In case of esa-p not being operative:

Should the Contractor find the Agency's esa-p system technically inoperative at the moment of submission of the advance payment requests and invoices, the Contractor may submit invoices in paper format in two (2) copies to the ESA Financial Operations Department of the responsible ESA establishment ESA-ESTEC Finance, Central Invoice Registration Office together with justifying documentation as required by the Contract.

Should the Contractor find the Agency's esa-p system technically inoperative at the moment of submission of the confirmation, the Contractor may submit the confirmation in paper format in three (3) copies to the Agency's Technical Officer mentioned in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract. A template confirmation form can be obtained upon request to the ESA Helpdesk (idthelp@esa.int).

3.2.6 Questions related to the esa-p system:

Any questions concerning the operation of esa-p shall be addressed to the ESA Helpdesk (idthelp@esa.int).

**ARTICLE-4 MANAGEMENT AND CONTROL OF INVENTORY ITEMS/
FIXED ASSETS UNDER THE CONTRACT**

The following provisions apply to any items other than those items which fall within the scope of Article 2 of the Contract.

The Contractor shall specify, record, manage and control any and all Customer items and ESA Fixed Assets under Construction (reference is made to Article 3.1 above) that are subject of this Contract. Such items are:

- i. items produced or purchased under the Contract, including electronic components, special jigs, tools, test equipment, and which are paid for under the Contract with an individual or batch value (value of group of items in the national currency equivalent to, or above 5,000 Euro;
- ii. if any, items identified as becoming ESA Fixed Assets in Article 3 above or in a subsequent CCN;
- iii. if any, Customer Furnished Items (see Article 5 Clause 11 of the contract) and/or Items made available by the Agency (see Article 5 Clause 12 of the contract).

The Contractor shall operate an inventory control system of all above mentioned items and shall mark them as falling under this Article of the Contract.

The Inventory Control System shall :

- record the existence, location, operational status and condition of all inventory items, and
- record the value and estimated life duration of all inventory items, and
- record changes in inventory value, and
- enable financial reconciliation to be made and status reports to be prepared for incorporation of the relevant data into the Agency's annual financial accounts.

The Contractor shall, as part of the Inventory Control System, maintain an Inventory/Fixed Asset Record (in an electronic tool of his choice) which shall, as a minimum, contain the information as shown in Appendix E to this Contract.

The Inventory/Fixed Asset Record shall be kept updated by the Contractor. It shall be made available to the Agency upon request but as a minimum yearly during the execution of the Contract (and at completion of each Project Phase as per ECSS-M-ST-10 if applicable). A final consolidated record shall be submitted with the final contractual deliverables as foreseen in Appendix E to this Contract.

If the Inventory/Fixed Asset Record also includes any of those items which fall within the scope of Article 2 of the Contract, these items are to be clearly set apart.

Items, for which no place of delivery has been identified in Article 2 of this Contract, are subject to the following provisions.

Upon completion of the work specified in the Contract, the Agency shall take decisions regarding the final destination and final ownership of each item listed in the Record. The Agency shall be free to choose amongst the following options with respect to final destination and final owner of each such item:

- a) the right to claim delivery to the Agency and transfer of ownership (the latter if applicable) - with issue of appropriate instructions concerning packing and shipment (at the Contractor's expense),
- b) the right to claim or retain ownership and to negotiate with the Contractor a loan agreement if the Contractor is interested in keeping and using an item, with loan conditions making the Contractor responsible for the custody, the delayed delivery and the risks involved (at the Contractor's expenses),
- c) the right to extend the custody of an item to the Contractor and to postpone its delivery to the Agency and the associated transfer of ownership – on conditions to be negotiated,
- d) the renunciation of any rights to claim delivery and to claim transfer of ownership, leaving definitively the item in the possession and in the ownership of the Contractor, with or without financial compensation for the Agency (e.g. repurchase by the Contractor) and with or without special instruction,
- e) the right to request the Contractor to dispose of an item on conditions to be negotiated.

Should the Agency decide to transfer an ESA Fixed Asset to a third party or to dispose of the Fixed Asset, the Contractor shall provide the full inventory information of the Asset to the Agency and complete the transfer or disposal forms to be provided by the Agency upon request by the Contractor. The information to be given by the Contractor in the forms shall be agreed with the Agency.

The decisions taken by the Agency shall lead to instructions or negotiations, as the case may be and the results shall be recorded in the relevant sections of the Contract Closure Documentation (CCD) as found in Appendix B of the contract. The CCD shall not be finalised and signed before a disposition of all items has been given by the Agency and recorded in the documentation.

Labelling and physical inspections shall be performed as detailed hereunder:

- **Labelling:**

The Contractor shall label all ESA Fixed Assets that are placed or remain under its custody after their acceptance by the Agency. The labels shall be provided by the Agency and the ESA Fixed Assets shall be labelled by the Contractor not later than 15 days after receipt of the labels from ESA.

The label shall be placed where it cannot be damaged or destroyed. The label shall be visible and easily accessible and identifiable, without disrupting the operation of the Fixed Asset.

The Contractor shall send a confirmation to the Agency when the ESA Fixed Asset(s) have been labelled. Such confirmation shall be signed by the Contractor's Project Manager identified in the Contract.

- **Physical Inspection:**

The Contractor shall, as a minimum once every two years, perform a physical inspection of each ESA Fixed Asset that is under the Contractor's and /or subcontractor's custody in the frame of the present Contract and/or subsequent Loan Agreement if any.

The Contractor shall, attached to the last progress report of the calendar year, submit a comprehensive inspection plan for the coming two calendar years of such ESA Fixed Assets. Not less than fifty percent of the ESA Fixed Assets in the custody of the Contractor and/or his subcontractors under the Contract shall undergo a physical inspection during one calendar year.

The inspection plan shall be reviewed and agreed with ESA who shall have the right to make adjustments to the plan, prioritise among the Fixed Assets to be inspected and the right to attend the planned inspections. The Agency may decide to inspect one or more of the Fixed Assets itself. The Contractor shall in such case provide access to the Fixed Asset and make relevant Contractor and/or subcontractor staff available for support.

The inspection shall:

- verify the existence, location, operational status and conditions of the Fixed Asset as well as its suitable safeguarding.
- confirm the existence and condition of the ESA label on the Fixed Asset
- confirm the completeness and accuracy of the asset documentation (Inventory/Fixed Asset Record)

During the physical inspection, the Contractor shall complete the template of physical inspection report (see Appendix F) and transmit it to the Agency's representative at the following address:

Mr Nicolas Walser (EOP-B)
The European Space Research Institute (ESRIN)
Via Galileo Galilei
Casella Postale 64
00044 Frascati (Roma)
Italy

ARTICLE 4 - COMPLEMENTS AND AMENDMENTS TO THE GCC

The General Clauses and Conditions for ESA contracts, ref. ESA/REG/002 (GCC) rev 2 apply to this Contract with the following complements and amendments.

PART I: CONDITIONS APPLICABLE TO ESA CONTRACTS

CLAUSE 2: APPROVAL AND ENTRY INTO FORCE

For the purpose of the Contract the authorised representative of the Director General is Mr J Aschbacher, Director of Earth Observation Programmes (*Or – a person delegated by him according to the price of the Contract*)

CLAUSE 5: THE PARTIES' REPRESENTATIVES

Sub-Clause 5.1 The Agency's representatives

The Agency's representatives are:

- a) Mr/Msfor technical matters or a person duly authorised by him/her ("Technical Officer").

All correspondence for technical matters shall be addressed:

	To:	With copy to:
Name		
Phone		
Fax		
e-mail		
Mail Address		

All progress reports shall in addition be addressed to:

Name	
Phone	
Fax	
e-mail	

- b) Mr/Msfor contractual and administrative matters or a person duly authorised by him/her (“Contracts Officer”).

All correspondence for contractual and administrative matters (with exception of invoices as mentioned in Article 3.2) shall be addressed:

	To:	With copy to:
Name		
Phone		
Fax		
e-mail		
Mail Address		

Any CCN submitted to the Agency shall be addressed to the Agency’s Contracts Officer with copy to Technical Officer.

Sub-Clause 5.2 The Contractor’s representatives

The Contractor’s representatives are:

- a) Mr/Msfor technical matters or a person duly authorised by him/her (“Technical Officer”).

All correspondence for technical matters shall be addressed:

	To:	With copy to:
Name		
Phone		
Fax		
e-mail		
Mail Address		

- b) Mr/Msfor contractual and administrative matters or a person duly authorised by him/her (“Contracts Officer”).

All correspondence for contractual and administrative matters shall be addressed:

	To:	With copy to:
Name		
Phone		
Fax		
e-mail		
Mail Address		

CLAUSE 6: PUBLICITY RELATING TO CONTRACTS

Clause 6 is complemented as follows:

The Contractor shall not make any public communication directly or indirectly stating that the items developed under the Contract are qualified according to ESA quality standards.

CLAUSE 9: KEY PERSONNEL

The Contractor’s key personnel is listed in **[OPTION 1:]** the Contractor’s Proposal referred to in Article 1.2 above. **[OPTION 2:]** the Minutes of the negotiation meeting referred to in Article 1.2 above.

CLAUSE 10: SUB-CONTRACTS

[OPTION 1]: No Sub-Contracts are foreseen.

[OPTION 2]: Part of the work is to be sub-contracted to the Sub-Contractors listed in Article 3.1 above.

[SUB-OPTION: If Subs are paid by the Prime]:

In relation to Article 3.2.3 above, the following provisions are added to Clause 10 of the GCC:

The Contractor shall ensure that provisions A) and B) hereunder are duly reflected in all subcontracts entered into for the purpose of this Contract. It is explicitly understood that the communication channel described below shall not replace the normal communication lines within the consortium, and the overall responsibility of the Contractor to ensure proper and timely contractualisation and payments throughout the consortium:

- A) With a view to optimise Subcontractors' time to payment and financial coverage, and to facilitate, when needed, the resolution of such issues, the Agency has established a dedicated centralised email address.

Should any Subcontractor encounter serious difficulties in the process leading to:

- (i) timely payment of due invoices (i.e. related to a milestone already achieved) to be made by the Subcontractor's direct customer (i.e. not ESA),

- (ii) contractual coverage of activities already kicked-off,

the said Subcontractor may directly contact the Agency at:
indirectpayments@esa.int

- B) Any Subcontractor contacting the Agency through the above email shall document the steps already taken towards its direct customer in the consortium in order to resolve the issue and shall document that the Contractor has been informed of the issue.

In doing so, such Subcontractor shall attach the Standard Contact Form available at: <http://emits.sso.esa.int/emits-doc/ESTEC/Indirect-Payments-Query-Form.docx> properly filled in or provide the same information in the body of the email.

In case any Subcontractor has SME status, as per the definition of SMEs given by the European Commission:

<http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32003H0361&from=EN>,

the Contractor shall ensure that the relevant subcontract foresees an automatic grant of a 35% Advance Payment.

The Contractor shall have the responsibility of obtaining the self-certification of the Subcontractor(s)' SME status as per certification model provided in the tender documentation (financial template).

[END SUB-OPTION]

CLAUSE 11: CUSTOMER FURNISHED ITEMS (CFI)

It is not foreseen that the Agency will provide any items in accordance with Clause 11 of the GCC to the Contractor.

[In case if the Contractor wishes to use ESA Asset(s) as CFIs, and ESA agrees to it, the following provisions will apply:

The Agency undertakes to provide CFI(s) to the Contractor in accordance with the minutes of the negotiation meeting. For the purpose of Clause 11 of the GCC the value of the item(s) is/are:

Item	Insurance Value

[**SUB-OPTION**]: The Contractor is liable- and bears the risk for the item(s) until [INSERT POINT IN TIME].

[**SUB-OPTION**]: After the execution of the Contract the CFI(s) will be]]

CLAUSE 12: ITEMS MADE AVAILABLE BY THE AGENCY

It is not foreseen that the Agency will make any items available to the Contractor in accordance with Clause 12 of the GCC.

[In case if the Contractor wishes to use Items made available by the Agency, and the Agency agrees to it, the following provisions will apply.

The Agency will make available to the Contractor the items listed below:

Item	Replacement Value

[**SUB-OPTION**]: The Contractor is liable and bears the risk for the item(s) until [INSERT POINT IN TIME].

[**SUB-OPTION 1**]: After the execution of the Contract the item(s) made available to the Contractor under Clause 12 of the GCC will be returned to the Agency in a modified state/ in the same state it/they was/were made available to the Contractor.

[SUB-OPTION 2]: After the execution of the Contract the item(s) made available to the Contractor under Clause 12 of the GCC will be

[SUB-OPTION]: In case of loss of- or damage to the item(s) the Contractor will]]

CLAUSE 13: CHANGES

The template of a Contract Change Notice (CCN) is attached hereto as Appendix C. Any CCN submitted to the Agency shall be addressed to the Agency's Contracts Officer with copy to Technical Officer.

CLAUSE 14: TIME-LIMITS FOR THE PROVISION OF DELIVERABLES AND SERVICES

The Contractor may mark the deliverable documents only with the following copyright statement:

“© [COMPANY NAME] [YEAR OF PUBLICATION]

The copyright in this document is vested in [COMPANY NAME].

This document may only be reproduced in whole or in part, or stored in a retrieval system, or transmitted in any form, or by any means electronic, mechanical, photocopying or otherwise, either with the prior permission of [COMPANY NAME] or in accordance with the terms of ESA Contract No. 4000xxxxxx/XX/XX/xx.”

CLAUSE 15: HANDLING, PACKING AND TRANSPORT, TRANSFER OF OWNERSHIP AND RISK

[OPTION]: It is agreed between the Parties that this Contract is, for the purpose of Clause 15.3.2.i) of the GCC, dependent on [INSERT AN ITEM] [INSERT THE CONTRACTOR NAME] [INSERT THE COUNTRY OUTSIDE ESA MEMBER STATES].

The following provision is added as Sub-Clause 15.3.6 of the GCC:

Should in the execution of the contract a need arise to provide the Agency with information which is subject to export control laws and regulations, the Contractor shall secure that such information is passed on to the Agency only in accordance with the provisions of such export control laws and regulations.

The first sentence of 15.4 of the GCC is complemented by the following:

The ownership of hardware shall pass to the Agency upon Acceptance by the Agency as specified in clause 16 and delivery to the address specified in Article 5, Clause 5, Sub-Clause 5.1 a) above. In case a loan agreement is entered into between the parties prior to delivery, the ownership of hardware shall pass to the Agency upon Acceptance by the Agency as specified in clause 16 and signature of such loan agreement.

In case of a loan agreement, the risk for hardware shall remain with the custodian.

CLAUSE 16: ACCEPTANCE AND REJECTION

Clause 16 is complemented as follows:

Special acceptance procedures may be agreed between the Parties for acceptance of Software.

CLAUSE 17: PENALTIES/INCENTIVES

Penalties for late delivery or incentives do not apply.

CLAUSE 27: PRICING

Notwithstanding Article 3, Sub-Clauses 27.3 and 27.4 are applicable and further implemented as follows:

The Contractor shall provide, on completion of the Contract, the following documents signed by a senior financial representative:

- a presentation by the Contractor and each Subcontractor, on (one or more) PSS-A2 form(s) with relevant Exhibit A, of the cost actually incurred for work and services under the Contract,
- a certification from the Contractor and each Subcontractor as follows:

"I, (*insert name*) do hereby certify that the costs presented in the enclosed PSS-A2 form(s) are, to the best of my knowledge and belief, a true statement of the costs incurred under this contract, an internal audit of the costs having been conducted to verify that the company's cost accounting system and rules and the Agency's requirements in Annex I to the GCC with respect to costs incurred under this contract have been observed.

I further certify that the company's contribution to this co-funded contract has been provided from (*specify source*) and has not been and will not be included in rates and overheads applied for this contract or any other contract with the Agency."

The Contractor undertakes to permit the Agency to effect cost control operations as stipulated in Annex I to the General Conditions, with regard to the information included in the Contractor's financial statement.

The Agency's right to exercise the above cost control shall cease one year after submission of the Contractor's certified statement of cost unless it is delayed for reasons the Contractor is responsible for.

CLAUSES 31, 32, 33: TERMINATION

Clauses 31, 32 and 33 of the GCC are replaced by the following provisions:

1. The Agency may cancel the Contract by giving written notice with immediate effect in any of the following events:
 - a) If the Contractor becomes insolvent or if its financial position is such that within the framework of its national law, legal action leading towards bankruptcy may be taken against it by its creditors;
 - b) If the Contractor resorts to fraudulent practices in connection with the Contract, especially by deceit concerning the nature, quality or quantity of the supplies, and the methods or processes of manufacture employed or by the giving or offering of gifts or remuneration for the purpose of bribery to any person in the employ of a Member State or of the Agency or acting on its behalf, irrespective of whether such bribes or remuneration are made on the initiative of the Contractor or otherwise;
 - c) In the event of the Contractor's continued failure to meet
 - the technical requirements of the Contract, or
 - the progress and/or delivery requirements;to such an extent as to jeopardise seriously the objectives of the Contract;
 - d) If the Contractor has not observed the provisions set out in Sub-Clause 52.1 of the GCC concerning the disclosure and use of information provided by the Agency;
 - e) If the Contractor transfers the Contract without the Agency's authorisation or concludes subcontracts against the Agency's explicit wishes;
 - f) If the Contractor fails to comply with the provisions set out in clauses 11 and 12 concerning the CFIs and the items made available by the Agency (if applicable);
 - g) If the Contractor fails to obtain the export licences/authorisations and/or import licences/authorisations as required under clause 15.3.1.

2. In the event of such a cancellation the Agency shall only pay the contractual value of items accepted under the Contract prior to the receipt of notification of cancellation, or to be accepted under the special conditions of cancellation. In no case shall the total amount paid or to be paid by the Agency under the Contract exceed the total price stated in Article 3 above. No other payments or indemnities shall be due by the Agency to the Contractor.
3. The provisions of paragraph 1 above shall not apply if the failure under (c) or (d) or (f) if applicable, is due to circumstances outside the Contractor's control.
4. In case of Force Majeure and if the Force Majeure event and its consequences continue for more than three (3) Months from the start date of the Force Majeure event, either Party may terminate the Contract by giving not less than two (2) Months notice to the other Party.
In case of termination due to Force Majeure the amount to be paid shall be calculated as per paragraph 2 hereabove. No other payments or indemnities shall be due by the Agency to the Contractor.
5. In the cases referred to in paragraph 1 above, and in order to ensure completion of the supply of the goods and / or services, the defaulting Contractor shall, where the use of Intellectual Property Rights is required, do everything in its power to enable the Agency to use the rights concerned (with the right to sublicense, if needed). The defaulting Contractor shall make no claim in respect of such use and shall use his best efforts to ensure access for the Agency to Third Party rights as required for continuation of the activity/programme.

CLAUSE 34: APPLICABLE LAW

The substantive law referred to in Clause 34 of the GCC is the law of [INSERT THE COUNTRY].

CLAUSE 35: DISPUTE RESOLUTION

The arbitration proceedings referred to in Clause 35 of the GCC shall take place in [INSERT THE TOWN], [INSERT THE COUNTRY].

PART II: CONDITIONS CONCERNING INTELLECTUAL PROPERTY RIGHTS FOR ESA STUDY, RESEARCH AND DEVELOPMENT CONTRACTS

For the purpose of this Contract:

- Part II, Option B of the GCC shall apply, as modified by the special provisions below.
- The free licenses provided for the benefit of ESA in the present Contract and in Part II of the GCC, shall be deemed granted through signature of the present Contract and without the need to implement a separate license.

CLAUSE 50: GENERAL

The following provision is added to Sub-Clause 50.2 of the GCC:

The term “documentation” as defined in Annex IV to the GCC shall be interpreted to also include data files, CAD files, EXCEL files and similar electronic files, which shall not be considered as “software” in the sense of Clause 56 of the GCC.

The electronic files containing these items shall be delivered to the Agency in the format agreed with the ESA Technical Officer.

CLAUSE 52: DISCLOSURE

The Contractor is entitled to mark any deliverable document, except the Final Report as “Proprietary Information”.

The following provision is added to Sub-Clause 52.2 of the GCC:

The access rights granted to the Agency’s employees under Sub-Clause 52.2 of the GCC are hereby extended to external support staff hired by ESA to provide technical, management, legal or administrative support to ESA as long as they have signed an engagement of confidentiality.

CLAUSE 57: BACKGROUND INTELLECTUAL PROPERTY RIGHTS

Sub-Clause 57.1, second paragraph, shall not apply.

Done in two originals,

On:

On:

For the Contractor

For the European Space Agency

.....
(name, title)

.....
J Aschbacher
Director of the Earth Observation
Programmes

OR

.....
XXXXX
XXXXXX

SPECIFIC APPROVAL (*FOR CONTRACTS PLACED UNDER ITALIAN LAW ONLY*)

The Contractor certifies that he specifically approves the following Clauses of the General Conditions, ESA/REG/002. REV 2:

- Clause 7: Transfer of the Contract
- Clause 10: Sub-Contracts
- Clause 18: Damage to Staff and Goods
- Clause 19: Liability for consequential Damages during the Execution of the Contract
- Clause 20: Liability after Acceptance
- Clause 24: Disclosure and Use of Classified Information by the Contractor
- Clause 25: Infringements of the Law
- Clause 26: Infringements of Third Party Rights
- Clause 30: Termination - General Rule
- Clause 32: Termination with Fault of the Contractor
- Clause 33: Termination in Special Cases

On behalf of the Contractor,

.....
(name, title)

APPENDIX A: PAYMENT PLAN AND ADVANCE PAYMENT(S) AND OTHER FINANCIAL CONDITIONS

[OPTION 1: No Subcontractors]

Milestone (MS) Description	Schedule Date	Payments from ESA to (Prime) Contractor (in Euro)	Country (ISO code)
Progress (MS 1): Upon successful completion of WP xxx and/or successful [review and] and the Agency's acceptance of all related deliverables Progress	To + ... months		
Progress (MS 2): Upon successful completion of WP xxx and/or successful [review and]and the Agency's acceptance of all related deliverables	To + ... months		
Progress (MS 3): Upon successful completion of WP xxx and/or successful [review and]and the Agency's acceptance of all related deliverables	To + ... months		
Final Settlement (MS 4): Upon the Agency's acceptance of all deliverable items due under the Contract and the Contractor's fulfilment of all other contractual obligations including submission of the Contract Closure Documentation	To + ... months	[at least 10% of the Contract price]	
TOTAL			

Advance Payment(s) and other Financial Conditions:

Prime (P)	Company Name	Vendor Code (at contract signature)	Country (ISO code)	Advance Payment (in Euro)	Offset against	Offset by Euro	Condition for release of the Advance Payment (if applicable)
P					MS 1	Amount	Upon signature of the Contract by both Parties

[**OPTION 2**:ESA payments only to Prime Contractor, and indirect payments to Subcontractors]

Milestone (MS) Description	Schedule Date	Payments from ESA to Prime Contractor (in Euro)	Country (ISO code)
Progress (MS 1): Upon successful completion of WP xxx and/or successful [review and] and the Agency's acceptance of all related deliverables Progress	To + ... months		
Progress (MS 2): Upon successful completion of WP xxx and/or successful [review and]and the Agency's acceptance of all related deliverables	To + ... months		
Progress (MS 3): Upon successful completion of WP xxx and/or successful [review and]and the Agency's acceptance of all related deliverables	To + ... months		
Final Settlement (MS 4): Upon the Agency's acceptance of all deliverable items due under the Contract and the Contractor's fulfilment of all other contractual obligations including submission of the Contract Closure Documentation	To + ... months	[at least 10% of the Contract price]	
TOTAL			

Advance Payment(s) and other Financial Conditions:

Prime (P)	Company Name	Vendor Code (at contract signature)	Country (ISO code)	Advance Payment (in Euro)	Offset against	Offset by Euro	Condition for release of the Advance Payment (if applicable)
P					MS 1	Amount	Upon signature of the Contract by both Parties

For information purposes only:

For Information purposes only : Amounts in Euro for Contractor and Subcontractor(s)							
Prime Contractor	Insert Country (ISO code)	Sub-contractor A	Insert Country (ISO code)	Sub-contractor B	Insert Country (ISO code)	Sub-contractor C	Insert Country (ISO code)

APPENDIX B: LAYOUT FOR CONTRACT CLOSURE DOCUMENTATION

LAYOUT FOR CONTRACT CLOSURE DOCUMENTATION

for
ESA Contract No. [INSERT NUMBER]
“[INSERT ACTIVITY TITLE]”,
hereinafter referred as the “Contract”

Section 1 – Parties, Contract Duration and Financial Information

Contractor	[CONTRACTOR NAME AND COUNTRY]		
Subcontractor(s) <i>(state if not applicable)</i>	[NAME AND COUNTRY]		
Contract Duration		From: To:	
Total Contract Price <i>(including all CCNs, Work Orders, Call of Orders)</i> and Total Contract Value <i>(in case of co-funding; state if not applicable)</i>		EUR EUR	
Broken down as follows:	Original Contract Price and original Contract Value <i>(in case of co-funding; state if not applicable)</i>	XXX EUR (XXX EUR) EUR	
	CCN x to n	EUR	in total
	Work Order x to n	EUR	in total
	Call-Off Order x to n	EUR	in total

Section 2 – Recapitulation of Deliverable Items

2.1 Items deliverable under the Contract

If any of the columns do not apply to the item in question, please indicate “n/a”.

2.1.1 – Items deliverable according to the Article 2 of the Contract

Type	Ref. No.	Name / Title	Description	Replacement Value (EUR)/ Other	Location ⁽¹⁾	Property of	Rights granted/ Specific IPR Conditions ⁽²⁾
Documentation							
Hardware							
Software			<i>(Delivery in Object code / Source code?)</i>				
Other							

¹ In case the item is not delivered to ESA, please indicate the location of the deliverable and the reason for non-delivery (e.g. loan agreement, waiver, future delivery, etc.)

² e.g. IPR constraints, deliverable containing proprietary background information (see also 2.1.4 below)

2.1.2 – Items deliverable under Article 4 of the Contract (if applicable)

The Contractor, after agreement with the Agency with respect to the disposal/transfer of inventory items/fixed assets under the contract, shall submit the Inventory/Fixed Asset Record as attachment to the CCD. For each item/fixed asset, the information as requested by Appendix F to the Contract shall be provided in the Record.

Table 2.1.3 – Customer Furnished Items and Items made available by the Agency (if applicable)

[Option 1]

There was no Customer Furnished Items or Items made available by the Agency.

[Option 2]

Any Customer Furnished Items and/or Items made available by the Agency to the Contractor and/or its Subcontractor(s) under the Contract, are listed in the following List of Customer Furnished Items and Items made available by the Agency. The following tables certify which of the items have been returned to the Agency and which of the items remain in the custody of the Contractor, and/or a Sub-Contractor(s) and/or a Third Party for further ESA work or for other purposes.

Customer Furnished Items

Item Name	ESA Inventory Number	Location	Insurance Value	ESA DECISION		
				Confirmation of Receipt	Deliver to ESA or to another entity	Leave at (Sub-) Contractor's Disposal under a loan agreement

Items made available by the Agency

Item Name	ESA Inventory Number	Location	Replacement Value	Deliver to ESA or to another entity	Leave at (Sub-) Contractor's Disposal under a loan agreement

Table 2.1.4 – Background Information used and delivered under the Contract
(see Clause 57 of the General Clauses and Conditions)

The following background information has been incorporated in the deliverable(s):

Proprietary Information (title, description)	Owner (Contractor / Subcontractor(s)/ Third Party -ies)	Affected deliverable (which documents, hardware, software, etc.)	Description impact on ESA's rights to the deliverable (3)	Other comments

Items made available by the Agency

Item Name	ESA Inventory Number	Location	Replacement Value	Deliver to ESA or to another entity	Leave at (Sub-) Contractor's Disposal under a loan agreement

Section 3 – Statement on Intellectual Property Rights generated under the contract

[**OPTION 1** : NO Intellectual Property Rights generated under the Contract]
In accordance with the provisions of the above Contract [*insert Contract Number*], [*insert Company name*] hereby certifies both on its own behalf and on behalf of its consortium/Sub-Contractor(s), that no Intellectual Property Rights (as defined in Annex IV of the General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, Rev. 2 ,the “GCC”) have been generated in the course of or resulting from work undertaken for the purpose of this Contract. [**END OF OPTION 1**]

[**OPTION 2** : Intellectual Property Rights generated under the Contract]

³ if not explicitly stated otherwise, the contractual stipulations shall prevail in case of conflict with the description provided in this table

The Agency's rights in the Intellectual Property Rights listed in the table below shall be in accordance with the General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, Rev. 2, the "GCC" - Part II provisions, as amended by the Contract *[insert Contract Number]*.

In accordance with the provisions of the above Contract, *[insert Company name]* hereby certifies both on its own behalf and on behalf of its consortium/Sub-Contractor(s) that the following Intellectual Property Rights (as defined in Annex IV of the "GCC") have been generated in the course of or resulting from work undertaken for the purpose of this Contract:

Intellectual Property Rights ("IPR") suitable for registration (i.e. "Registered Intellectual Property Rights" as per definition in Annex IV of the "GCC")	Current status <i>[delete non applicable options]</i>
<i>[insert title of IPR # 1 and give a short description]</i>	Registered : <i>[insert information on registration granted]</i>
	In the process of being registered: <i>[insert information on registration process]</i>
	Foreseen for registration: <i>[indicate timeline]</i>
	Not foreseen for registration: <i>[indicate reason]</i>
<i>[insert title of IPR # 2 and give a short description]</i>	Registered : <i>[insert information on registration granted]</i>
	In the process of being registered: <i>[insert information on registration process]</i>
	Foreseen for registration: <i>[indicate timeline]</i>
	Not foreseen for registration: <i>[indicate reason]</i>
<p>Should any Intellectual Property Rights be indicated as being foreseen for registration or in the process of registration, the Contractor undertakes to notify the Agency's Technical Officer when:</p> <ul style="list-style-type: none"> - registration of any such IPR(s) is rejected - registration of any such IPR(s) is obtained (and will provide the registration details) 	
Intellectual Property Rights ("IPR") not suitable for registration (i.e. not being "Registered Intellectual Property	

"Rights" as per definition in Annex IV of the "GCC")	
<i>[insert title of corresponding IPR]</i>	<i>[give a short description of such IPR]</i>
<i>[insert title of corresponding IPR]</i>	<i>[give a short description of such IPR]</i>

Section 4 – Output from / Achievements under the Contract

4.1. Technology Readiness Level (TRL)

Indicate the TRL of the technology developed under the Contract using the classification given below (for additional information on definitions, please refer to ECSS-E-AS-11C) .

Initial TRL	Planned TRL as activity outcome	Actual TRL at end of activity

1	Basic principles observed and reported
2	Technology concept and/ or application formulated
3	Analytical and experimental critical function and/ or characteristic proof of concept
4	Component and /or breadboard validation in laboratory environment
5	Component and /or breadboard critical function verification in a relevant environment
6	Model demonstrating the critical functions of the element in a relevant environment
7	Model demonstrating the element performance for the operational environment
8	Actual system completed and accepted for flight 'flight qualified'
9	Actual system 'flight proven' through successful mission operations

NOTE: The TRL shall be assessed by ESA. The Agency's responsible Technical Officer shall verify TRLs 1-4 while TRLs 5-9 shall be assessed through an ESA-internal formal procedure.

4.2. Achievements and Technology Domain

.....
Provide a concise description (max 200 words) of the achievements of the Contract and its explicit outcome (including main performances achieved): please refer to the final documentation (e.g. Final Report)

Please indicate the Technology Domain (TD 1 to 25) of the development (*please tick off*):

1	On-Board Data Systems	14	Life & Physical Sciences
2	Space System Software	15	Mechanisms & Tribology
3	Spacecraft Electrical Power	16	Optics
4	Spacecraft Environment & Effects	17	Optoelectronics
5	Space System Control	18	Aerothermodynamics
6	RF Payload and Systems	19	Propulsion
7	Electromagnetic Technologies and Techniques	20	Structures & Pyrotechnics
8	System Design & Verification	21	Thermal
9	Mission Operations and Ground Data Systems	22	Environmental Control Life Support
10	Flight Dynamics and GNSS	23	EEE Components and Quality
11	Space Debris	24	Materials and Processes
12	Ground Station System & Networking	25	Quality, Dependability and Safety
13	Automation, Telepresence & Robotics		

4.3 **Application of the Output/ Achievements**

Please tick off as appropriate:

☐ Possible use in programme:

.....

Please indicate the service domain (see table) relevant to a possible application

1	Earth Observation
2	
3	
4	
5	
6	
7	
8	
9	

☐ Actual use in programme:

.....
Please describe the specific programme and application or mission for which the output of this Contract is or will be used.

4.4 **Further Steps/Expected Duration**

Please tick off as appropriate:

☐ No further development envisaged.

☐ Further development needed:

.....
Please describe further development activities needed, if any, to reach TRL 5/6 including an estimate of the expected duration and cost.

4.5 **Potential Non-Space Applications**

.....
Describe any potential non-space applications or products that may benefit from the technology that has been developed. Emphasize potential markets and customers where known.

.....
Describe the principle features of technology that would be required in a technology demonstrator for any identified non-space application. Include an estimate of the resources in time and money that would be required.

[OPTION 1 : NO Intellectual Property Rights generated under the Contract]
In accordance with the provisions of the above Contract [*insert Contract Number*], [*insert Contractor name*] hereby certifies both on its own behalf and on behalf of its consortium/Subcontractor(s), that no Intellectual Property Rights (as defined in Annex IV of the General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, Rev. 2, the “GCC”) have been generated in the course of or resulting from work undertaken for the purpose of this Contract. **[END OF OPTION 1]**

[OPTION 2 : Intellectual Property Rights generated under the Contract]
The Agency’s rights in the Intellectual Property Rights listed in the table below shall be in accordance with the General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, Rev. 2, the “GCC” - Part II provisions, as amended by the Contract [*insert Contract Number*].

In accordance with the provisions of the above Contract, [*insert Contractor name*] hereby certifies both on its own behalf and on behalf of its

consortium/Subcontractor(s) that the following Intellectual Property Rights (as defined in Annex IV of the "GCC") have been generated in the course of or resulting from work undertaken for the purpose of this Contract:

Intellectual Property Rights ("IPR") suitable for registration (i.e. "Registered Intellectual Property Rights" as per definition in Annex IV of the "GCC")	Current status <i>[delete non applicable options]</i>
<i>[insert title of IPR # 1 and give a short description]</i>	Registered : <i>[insert information on registration granted]</i>
	In the process of being registered: <i>[insert information on registration process]</i>
	Foreseen for registration: <i>[indicate timeline]</i>
	Not foreseen for registration: <i>[indicate reason]</i>
<i>[insert title of IPR # 2 and give a short description]</i>	Registered : <i>[insert information on registration granted]</i>
	In the process of being registered: <i>[insert information on registration process]</i>
	Foreseen for registration: <i>[indicate timeline]</i>
	Not foreseen for registration: <i>[indicate reason]</i>
<p>Should any Intellectual Property Rights be indicated as being foreseen for registration or in the process of registration, the Contractor undertakes to notify the Agency's Technical Officer when:</p> <ul style="list-style-type: none"> - registration of any such IPR(s) is rejected - registration of any such IPR(s) is obtained (the registration details to be provided) 	
Intellectual Property Rights ("IPR") not suitable for registration (i.e. not being "Registered Intellectual Property Rights" as per definition in Annex IV of the "GCC")	
<i>[insert title of corresponding IPR]</i>	<i>[give a short description of such IPR]</i>

The above statements provided in the various sections of this Annex "Layout for Contract Closure Documentation" for ESA Contract No. **4000xxxxxx/XX/XX/xx** ***[insert the corresponding contract number]*** have been made after due verifications.

If required by ESA, an updated version shall be provided for incorporating amendments requested by ESA.

Name of Contractor:
[insert contractor name]

Authorised Signatory:

*[insert Authorised
Signatory full name]*

[signature of the Authorised Signatory]


Date:
[insert date]

APPENDIX C: CONTRACT CHANGE NOTICE

For submission of a change as per Clause 13 of the General Conditions, the Contractor shall submit its proposal in the format of a CCN using the cover page included below. The form shall be filled with the following information as a minimum and shall be addressed to the Agency's Contracts Officer with copy to Technical Officer:

- The Letter of Support from the corresponding National Delegation (as needed)
- The Contractor's name and the Contract number
- The title of the area affected by the change (Work Package reference, new work, etc.)
- The name of the initiator of the change (Contractor or ESA)
- The description of the change (including Work Package Descriptions, WBS, etc.)
- The reason for the change
- The total cost and price in € (breakdown by company, phase, etc., including PSS-A2 and PSS-A8 forms), as well as the price type
- Effect on other Contract provisions
- Start and end of work under this CCN
- Signatures of the Contractor's representatives

The Contractor shall, on request of the Agency, provide additional documentary evidence. At the request of either party, the proposed change may be discussed at a Change Review Board, consisting of the Agency's Contract Officer and the Technical Officer.

	DIRECTORATE:	Contractor:	
		Contract No.:	
CONTRACT CHANGE NOTICE		No.:	DATE:
TITLE OF AREA AFFECTED (WORK PACKAGE ETC):		WP REF:	
		INITIATOR OF CHANGE:	
DESCRIPTION OF CHANGE			
REASON FOR CHANGE			
PRICE BREAKDOWN (Currency)/PRICE-LEVEL			
EFFECT ON OTHER CONTRACT PROVISIONS		START OF WORK	
		END OF WORK	
CONTRACTOR'S PROJECT MANAGER:		CONTRACTOR'S CONTRACTS OFFICER:	
DATE:		DATE:	
ESA TECHNICAL OFFICER:		ESA CONTRACTS OFFICER:	
DATE:		DATE:	

APPENDIX D: VAT WAIVER (If applicable)

APPENDIX E: Inventory/Fixed Asset record

1.1. Content of Electronic Inventory/Fixed Asset Record

The contractor shall establish an electronic Inventory/Fixed Asset Record with, as a minimum, the following information:

For all items:

- contract number / Sub-contract number if applicable
- unique item number
- confirmation that the item has been marked with the unique item number
- description of item
- part number/serial number/type code
- quantity
- system/subsystem
- property owner
- manufacturer
- classification (category – see section 1.2 below)
- acquisition value (i.e. original purchase price or price at contract signature as applicable)
- date of purchase or production (“in service date” if not corresponding with date of purchase/production)
- in-service date
- foreseen useful life (to be agreed with ESA)
- physical location (e.g. facility, building, room)
- entity responsible for care and custody
- related WBS code or other identifier to be coordinated with the Agency)
- description and date of any change to the property item
- planned method of disposal (if applicable)

In addition to the above, the following information shall be added to those items that are identified as becoming ESA Fixed Assets in Article 3 of the Contract, as applicable.

- Acquisition value
 - revision of this value as a result of change(s) to the asset
- Impairment report of each ESA Fixed Asset remaining in the custody of the Contractor after its acceptance by ESA (using the template that will be provided by the Agency upon announcement by the Contractor that the item has been impaired)
- date of acceptance by ESA (planned date of acceptance)

- foreseen handling after ESA acceptance (e.g. transfer to ESA, continuing in custody of the Contractor)

1.2. Classification of Inventory/ Fixed Assets items

For the purpose of Inventory/Fixed Asset Control, items shall be classified into five categories, according to the source and intended use of the items, as follows:

Source / Purpose	Supplier-acquired Items	Customer-furnished Items
Consumable items (e.g. parts, materials, supplies)	Class 1	Class 2
Capital items/production support equipment and tools (e.g. instruments, jigs, fixtures)	Class 3	Class 4
Items purchased by the Supplier or his lower tier suppliers on their own account but amortised under the Contract.	Class 5	

Note 1: Consumable items are parts, materials, supplies, components, modules, minor expendable tools, assemblies, units and subsystems which through the production process lose their identity and are absorbed directly or indirectly by the system/product to be provided under the Contract.

Note 2 Consumable items in principle are not capitalised per item, however, before consumption they are identified as assets of the Agency under the collective term “Consumable”.

Note 3: Capital items/production support equipment and tools are jigs, fixtures, devises, apparatus, instruments, machines, installations, technical facilities, buildings, computer programmes, documentation, models, samples or any other item which, after their use in or in conjunction with the production process under the Contract, are expected to have a residual utility or other value for the Agency.

Note 4: Capital items have a useful life of more than one year and are identified as individual items in the Supplier and his lower tier suppliers list of Agency’s assets.

APPENDIX F: PHYSICAL INSPECTION TEMPLATE

For the physical inspection to be performed on ESA Fixed Assets, the Contractor shall request in due time from the Agency the electronic version of the ESA template for physical inspection report. The various fields of the template (Tables A and B) are detailed in this Appendix.

When providing to the Contractor the electronic version of the template, the Agency will have already entered in Table A the “esa-p information” (fields 1 to 9).

ESA template for physical inspection report

Document reference number: location_date_programme_XX

Responsible for the physical inspection (FA Coordinator):

Person in charge of performing the physical inspection (if it is the same for all FAs listed below):

Table A : Fixed assets inspected on the esa-p listing:

Esa-p information										Other information											
1	2	3	4	5	6	7	8	9		10	11	12	13	14	15	16	17	18	19	20	21

1: # line

2: Date of physical inspection

3: FA number

4 :Sub-asset number

5: Asset description

6: Directorate

7 Location

8: Asset manager company (if applicable)

9: Net book value

10: Existence of FA :is the asset present ? is the upgrade present?

11: Need for further investigation

12: Number of items under the same sub-asset # (applic. only to grouped items)

13: Use: has the FA been used over the past year and still in use?

14: Idle item: will it be used in the future?

15: Idle item: how can it be used (ex: transfer)?

16: Condition of the asset: Good/to be further investigated/damaged?

17: Impairment loss to be recognised (Y/N) cf relevant procedure

18: Disposal envisaged at the end of the current year (y/n)? Should this asset be disposed?

19: Accuracy of FA listing data (y/n)? , is the information in esa-p correct?

20: If any difference/gap with esa-p listing, please comment

21: signature of the performer of physical inspection if different among FAs

Table B : Items found physically that are not on the esa-p listing:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

1: #line

2: asset class

3: Directorate

4: Location

5: Asset manager company (if applicable)

6: Capitalisation criteria: does the asset meet IPSAS criteria for capitalisation?

7: Net book value: is the NBV higher than o?

8: Existence of an asset number: does a label or any device display an asset number?

9: Use: has the FA been used over the past year and still in use?

10: Idle item: can it still be used?

11: Idle item: how can it be used? should it be transferred?

12: condition of the asset: Good/to be further investigated/damaged?

13: Disposal envisaged (y/n)?. Should this asset be disposed?

14: if possible, determine the reason why the asset is not recorded in esa-p

15: Comments

16: signature of the performer of physical inspection if different among FAs

We certify that the Fixed Assets Management procedure has been followed during the physical inspection process

Date and signature of the person in charge of the physical inspection(if it is the same for all the FAs listed above)

Date and signature of the Fixed Asset Coordinator



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