

Between:

represented by Mr. Jean-Jacques DORDAIN, its Director General,

of the one part,

and:

(hereinafter referred to as "the Contractor" or " "),
whose Registered Office is at:

represented by:

of the other part,

the following has been agreed:

ARTICLE 1: SUBJECT OF THE CONTRACT - APPLICABLE DOCUMENTS

1. The Contractor undertakes to develop a demonstrator and a proof of concept case study for the basic central element of an autonomous spacecraft. Further, the Contractor undertakes to deliver the software, models and documentation as described in Article 3 below and to make an oral presentation of the results.
2. The work shall be performed in accordance with the following documents, which constitute an integral part hereof and are listed in order of precedence in case of conflict:
 - The present Contract and its Appendix 3 (Contract Change Procedure) and Appendix 6 (Close-Out Certificate);
 - General Clauses and Conditions for ESA contracts, ref. ESA/C/290, rev. 6 (not attached hereto but known to both parties), as amended by Article 4 hereunder;
 - The Agency's Technical Requirements and Work Statement ref. TRP EME-019, issue 1.1 dated 27 July 2006 (Appendix 1 hereto)
 - The Agency's Standard Requirements for Management, Reporting, Meetings and Deliverables (Appendix 2 hereto);
 - The Specification for the production of ESA Study Contract Reports not attached hereto but known to both parties, and the form attached hereto as Appendix 4;
 - The Contractor's proposal ref. dated as modified by, all not attached hereto but known to both parties.

ARTICLE 2: PRICE

1. The total price of this contract amounts to:

EURO.....

(.....EURO)
2. For the purpose of Clause 17.1 of the General Conditions (see Article 4 below), the price of this contract is stated to be a firm fixed price as defined in Clause 2.1 of Annex 1 to the General Conditions.
3. The price does not include any taxes and duties in the Member States of the Agency.

(OR ALTERNATIVELY FOR GERMANY)

3. The price does not include any taxes and duties in the Member States of the Agency other than Gewerbeertragssteuer.
4. The price is for all deliverables Delivered Duty Paid, exclusive of import duties and VAT in accordance with the Incoterms 2000, to the addresses specified in Article 4.

ARTICLE 3: PLACE AND DATES OF DELIVERY AND MEETINGS

1. PLACE AND DATES OF DELIVERY

1.1 The Contractor shall, during the performance of this contract, deliver all documentation and reports specified in section 4 of Appendix 1 in the required number of copies and in an electronic file. They shall be sent to the Agency's Technical Officer mentioned in Clause 5 of Article 4, unless otherwise specified, in accordance with the following specific provisions:

- The draft versions of the Final Report and the Abstract shall be submitted in 3 copies each for approval of the Agency's Technical Officer not later than
- The finalised versions of the documents mentioned here above shall be issued at the latest 4 weeks after the Agency's approval of the draft versions, as follows:
 - o the Final Report in 60 copies, of which 15 copies shall be sent to the Agency's Technical Officer and 45 copies to the ESA Publications Division (EXR-CP) at the address specified in Clause 7.1 of Article 4
 - o the Abstract in 20 copies

At the same time as delivery of the final documents, the Technical Data Package, containing all approved Technical Notes, shall be delivered in 5 copies, of which 1 unbound and 4 bound.

1.2 The Contractor shall furthermore deliver the following:

- the software and models (both in object and source code) specified in section 4.4 of Appendix 1 not later than to the Agency's Technical Officer.

2. MEETINGS

All meetings, reviews and the final presentation shall be held as specified in section 5 of Appendix 1 hereto.

ARTICLE 4: GENERAL CONDITIONS

The "General Clauses and Conditions for ESA Contracts" (ESA/C/290, rev. 6), hereinafter referred to as "General Conditions" shall apply to this contract with the following amendments or replacements. The specific conditions in this contract shall prevail over the "General Conditions".

PART I OF THE GENERAL CONDITIONS

CLAUSE 2: APPROVAL

For the purpose of this contract the authorised representative of the Director General is:

Mr. M. Courtois
Director of Technical and Quality Management

CLAUSE 5: AGENCY'S REPRESENTATIVES - INSPECTIONS

For the purpose of this contract the Agency's representatives are:

..... for technical matters or a person duly authorised by him/her.

Mr. J. Delgado (RES-PTE) for contractual and administrative matters or a person duly authorised by him.

CLAUSE 7: COMMUNICATIONS

1. All correspondence for the Agency shall be addressed to

EUROPEAN SPACE RESEARCH AND TECHNOLOGY CENTRE
Postbus 299,
NL-2200 AG NOORDWIJK
The Netherlands

- 1.1 for technical matters to:

.....

Phone no:.....

Fax no:.....

E-mail:.....

with a copy to Mr. J. Delgado (RES-PTE)

- 1.2 for contractual and administrative matters (with the exception of invoices as mentioned in Clause 22) to:

Mr. J. Delgado (RES-PTE)

Phone no: +31-71-565 3531

Fax no: +31-71-565 5773

with a copy to

2. All correspondence for the Contractor shall be addressed to:

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

Phone no:.....

Fax no:.....

E-mail:.....

2.1 for technical matters to:

.....

Phone no:.....

Fax no:.....

E-mail:.....

with a copy to.....

2.2 for contractual and administrative matters to:

.....

Phone no:.....

Fax no:.....

E-mail:.....

with a copy to.....

CLAUSE 10: EQUIPMENT, SUPPLIES AND TECHNICAL DOCUMENTS MADE AVAILABLE BY THE AGENCY TO THE CONTRACTOR

It is not foreseen that the Agency will make available to the Contractor any equipment, supplies or technical documents.

CLAUSE 12: APPLICABLE LAW

The laws ofshall govern the contract.

CLAUSE 13: ARBITRATION

The arbitration proceedings shall take place in

(FOR SWITZERLAND)

The arbitration proceedings referred to in Clause 13 shall take place in

Notwithstanding the provisions of Clause 13.5, the procedure for the enforcement of the award shall be that of the civil procedure law of the canton in which the arbitration proceedings take place.

(FOR ITALY)

Notwithstanding Clause 13 the following is agreed:

Each and every dispute arising out of or relating to the interpretation or execution of this contract shall be submitted to arbitration.

The arbitration proceedings shall take place in

The arbitration tribunal shall consist of three persons, one to be appointed by the Contractor, one by the Agency and the third, who shall be chairman, by the two arbitrators so appointed. Should these two arbitrators not be able to agree on the nomination of the third, the president of the Court ofshall appoint him/her.

The arbitrators shall decide according to law, and awards by this arbitration tribunal shall be binding on the parties.

The Italian civil procedure law shall govern the proceedings and the enforcement of the award.

(FOR SPAIN)

The arbitration proceedings referred to in Clause 13.1 shall take place in

It is agreed that the Arbitration proceedings of the Spanish Arbitration Act 60/2003 dated 23 December 2003 shall govern the arbitration proceedings.

The arbitrators shall decide according to law.

The arbitration award shall be binding on both parties. The Spanish civil procedure law shall govern the enforcement of the award.

CLAUSE 17: PRICING

Sub-clauses 17.3 and 17.4 do not apply.

CLAUSE 19: PACKING AND TRANSPORT EXPENSES

The following provision is added to Clause 19:

All packages shall be correctly and separately addressed as required by Clause 7 above. They shall also be marked with the contract number, together with the description of the contents, and all shipping documents shall clearly refer to the present contract (contract number and description of contents).

CLAUSES 20 AND 21: ADVANCES, PROGRESS AND FINAL PAYMENTS

Clauses 20 and 21 shall be implemented as follows:

1. All payments shall be made according to the provisions hereunder:
 - 1.1 Payments shall be made within one month of presentation of the documents listed below to the ESA ESTEC Finance Division, CIR (Central Invoice Registration office).
 - 1.2 ADVANCE PAYMENT:

Invoice, to be submitted after signature of this contract by both parties.
 - 1.3 PROGRESS PAYMENT:
 - Invoice;
 - Certification by the Agency that the stage foreseen has been satisfactorily completed.
 - 1.4 FINAL SETTLEMENT:
 - Invoice;
 - Certification by the Agency of satisfactory delivery of all deliverable items due under this contract.
 - Close-Out Certificate according to the model specified in Appendix 6 hereto, submitted by the Contractor for himself and on behalf of his sub-contractors (if any).
 - 1.5 **The Agency shall credit the account of the Contractor to his benefit and to the benefit of his subcontractors. The Contractor shall be responsible for paying its sub-contractors for this contract in a timely and proper manner in accordance with the applicable law and commercial practice. The Contractor shall indemnify the Agency against any claims arising from his sub-contractors caused by his failure to pay those subcontractors.**
2. The Agency reserves the right to visit the Contractor's and/or Sub-contractor(s) premises and ascertain the progress of the work under the contract prior to making the progress payment concerned.

3. The Agency shall make the following payments to the Contractor:

MILESTONE DESCRIPTION	SCHEDULE DATE	AMOUNTS EURO
ADVANCE: upon signature of the contract by both parties (max 20% of the price of the contract)		
PROGRESS: upon successful completion of work packages (TBD milestone(s))		
PROGRESS: upon successful completion of work packages (TBD milestone(s))		
FINAL I: upon final acceptance of all deliverable items under this contract and provisional acceptance of software (min 15% of the price of the contract)		
FINAL II: upon final acceptance of the software (min 5% of the price of the contract).		

4. Furthermore, the Contractor undertakes to make the following payments to its subcontractors in accordance with paragraph 1.5 here above:

MILESTONE DESCRIPTIONS	SCHEDULE DATE	AMOUNT EURO	COMPANY
ADVANCE: upon signature of the contract by both parties (max 20% of the price of the contract)			
PROGRESS: upon successful completion of work packages (TBD milestone(s))			
PROGRESS: upon successful completion of work package (TBD milestone(s))			
FINAL I: upon final acceptance of all deliverable items due under this contract and provisional acceptance of software (min 15% of the price of the contract)			
FINAL II: upon final acceptance of the software) min 5% of the price of the contract)			

CLAUSE 22: INVOICES, PLACE AND CURRENCY OF PAYMENT

Clause 22 shall be implemented as follows:

1. The Contractor is required to submit invoices for all payments due under the contract.
- 2.1 The Contractor shall ensure that all invoices, including those of his subcontractors(s) are submitted for payment exclusively through the Agency's EFIS system. If the Contractor has no access to the Agency's EFIS system at the time of signature of the present contract, he shall immediately request an EFIS user account from the ESA Helpdesk (idthelp@esa.int, specifying a name, the company name and the ESA obligation number of the contract).
- 2.2. However, should the Agency's EFIS System be technically not operational with the Contractor at the moment of submission of the invoices, he may submit invoices in paper format in 5 copies to ESA-ESTEC Finance, Central Invoice Registration Unit together with justifying documentation as required by the contract.
- 2.3 The Contractor undertakes to submit complete invoices (including instructions for billing taxes and duties, where applicable), in adhering strictly to the instructions contained in the standard package.
- 2.4 The Contractor, furthermore, undertakes to provide supporting documentation as required by the contract, e.g. summary cost reports, PMAC's etc. with the electronic invoices in support of the claims.
3. Payments shall be made by the Agency in EURO to the account specified by the Contractor. Such information shall clearly indicate the IBAN and BIC/SWIFT. Payments shall be considered as effected on time if the Agency's orders of payment reach its bank within the payment period stipulated in Clauses 20 and 21, paragraph 1.1 above.
4. Clause 22.2 second sentence is deleted.
5. The following clause is applicable to Contractors located in Member States of the European Union except The Netherlands, Belgium and Italy, it being understood that the location of sub-contractors is irrelevant for its application:

Invoices submitted by such Contractor shall be free of Value Added Tax (VAT) and shall refer to the serial number indicated on the VAT Exemption Form which the Agency has provided to the Contractor when forwarding to him the two originals of this contract. On invoices submitted by EFIS the number shall be put in the free text field.

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

7. Any questions concerning the operation of EFIS shall be discussed between the Contractor and the Central Invoice Registration Unit at ESTEC (the Netherlands).

CLAUSE 25: SUB-CONTRACTS

(OPTION 1)

No sub-contracts are foreseen.

(OPTION 2)

Clause 25 shall be implemented as follows:

The Agency agrees that part of the work as specified in the Contractor's proposal be subcontracted to

CLAUSE 26: CHANGES/MODIFICATIONS TO PROJECTS, ENGINEERING AND SPECIFICATIONS

Appendix 3 replaces clauses 26.3 and 26.4 hereto, which describes the procedure applicable for modifications to the contract and the form to be used for the introduction of such a change.

CLAUSE 28: PENALTIES FOR LATE DELIVERY

1. Penalties as provided for under Clause 28 shall apply to the following deliverables, and shall be calculated as follows:

DELIVERABLES	DATE	PENALISED VALUE
Delivery of Final Report and Abstract		50% of contract price
Delivery of Software		50% of contract price

2. Penalties shall be calculated in accordance with the scale laid down in paragraph 1.2 of Annex II to the General Conditions.
3. For the purpose of Clause 28.3, it is agreed that penalties shall apply even though the Contractor meets the required delivery dates, if the Agency rejects the subject of the delivery. In such case, penalties shall apply with effect from the date of rejection or from the date of delivery, whichever is the later.

CLAUSE 29: ACCEPTANCE AND REJECTION

Clause 29 is implemented as follows:

1. As regards documentation and reports, should the Agency's Technical Officer not accept the deliverables from the Contractor, he shall so inform the Contractor with the relevant justification. If no decision has been notified to the Contractor within one month of receipt by the Agency of the deliverables, the deliverables shall be considered as having been accepted.
- 2.1 For software required to be developed in accordance with the document ECSS-E40 Draft B, its acceptance shall be performed in accordance with the ECSS-E40 requirement 5.6.3.2.

As mentioned in this requirement, the “Software Supplier’s Acceptance Support” process shall be invoked as per requirement 5.6.5.4 in the following manner. The Supplier shall prepare the Acceptance Review (AR) material, including the following documents belonging to the Design Justification File (DJF) and to the Design Definition File (DDF):

the Final Software Acceptance Data Package [DJF;AR], the Acceptance Testing Documentation (i.e. test plans, procedures and reports) [DJF;AR]
the Acceptance Review Records [DJF;AR]
the Margins and technical budget status [DJF;PDR,CDR,QR,AR]
the Software Release Documentation (i.e. the configuration item data list) [DDF;AR]

The Supplier shall execute the acceptance tests in the operational environment.

Notwithstanding Clause 29.4 of the General Conditions, the acceptance report shall be replaced by the “Customer’s approval of accepted state [DJF;AR]” issued by the Agency's nominated Technical Officer upon successful Acceptance Review. Upon signature by the two parties of the “Customer’s approval of accepted state”, the software shall be considered as provisionally accepted.

Upon provisional acceptance a warranty shall commence for a duration of 6 months. Final acceptance shall be notified by the Agency's nominated Technical Officer and shall be considered as the date upon which the warranty or any extension to it has elapsed or the date upon which all corrections to be performed in accordance with the warranty have been performed to the Agency's satisfaction, whatever date occurs the last.

- 2.2 For software not required to be developed in accordance with the document ECSS-E40 Draft B, acceptance shall be performed in accordance with an Acceptance Procedure to be specified by the Contractor in accordance with Appendix 1 and agreed by the Agency.

3. Rejected deliverables must be rendered compliant with the Agency's requirements and represented for acceptance within a time scale fixed in writing by the Agency.
4. The software warranty period shall be automatically suspended during the time elapsed between the notification of a problem by the Agency and its satisfactory resolution by the contractor.

PART II OF THE GENERAL CONDITIONS

Part II (Option A) shall apply with the following additional modification:

CLAUSE 42: SOFTWARE

Sub-Clauses 42.2 and 42.4 shall be superseded by Sub-Clauses 42.8 and 42.9.

Sub-Clauses 42.3, 42.5, 42.10, and 42.11 shall not apply.

Sub-Clause 42.8 shall be implemented as follows:

“All Intellectual Property Rights on the software developed under the Contract shall vest in the Agency. The Contractor shall deliver to the Agency the software (both in object and source code) together with all information data and documentation to operate the software.”

Sub- clause 42.9 shall apply.

ARTICLE 5: KEY PERSONNEL

1. The work shall be executed by the key personnel nominated for the execution of the contract on the basis of the proposal made by the Contractor and the sub-contractor(s) in this respect.
2. Any replacement or part-time assignment to other tasks of such key personnel, to the extent that they are not available as foreseen in the Contractor's proposal, requires the prior written approval of the Agency's representatives mentioned in Clause 5 of Article 4. Appropriate requests shall be accompanied by a justification for the proposed change and by a comprehensive CV of the new key personnel proposed. Except for exceptional cases, the replacement shall only be permitted if justified by reasons outside the Contractor's control.
3. The Agency may for justified reasons ask for a replacement of key personnel. Such request, signed by the Agency's representatives, shall be presented in writing to the Contractor who shall then, within one month, propose suitably qualified replacement staff.

ARTICLE 6: SPECIAL CONDITIONS

APPENDIX FOR ITALIAN FIRMS

As regards Clause 11.2, 13, 14, 15, 24, 25, 31, 33, 34 and 35 of the General Conditions, specific approval is given by signature of Appendix 5.

ARTICLE 7: ENTRY INTO FORCE AND TERM OF THE CONTRACT

The present contract shall come into force upon signature of both parties' duly authorised representatives.

The contract shall run, unless otherwise agreed by the parties or cancelled according to Clause 31 through 34 of the General Conditions, until delivery of all deliverable items under the contract and proper close-out of any outstanding administrative, financial and contractual issue(s), including expiry of warranty.

Formal Close-out will be certified by a corresponding document (Certificate of Close-out – Appendix 6 hereto) signed by the Parties. Cancellation or Close-out of the present contract will not affect ESA's and / or the Contractor's, his sub and lower level contractors', continuing rights and obligations regarding any relevant provisions of this contract.

Done and signed in two original copies, one for each party to this contract,

on behalf of the Agency in Noordwijk, on this day,

Mr. M. COURTOIS
Director of Technical and Quality
Management

on behalf of the Contractor in, on this day,

Appendices to the contract:

- Appendix 1: Statement of Work
- Appendix 2: Standard Requirements for Management, Reporting, Meetings and Deliverables
- Appendix 3: Contract Change Procedure
- Appendix 4: Cover letter for ESA Study Reports
- Appendix 5: Special Conditions for Italian Firms
- Appendix 6: Close-out Certificate

STANDARD REQUIREMENTS FOR MANAGEMENT, REPORTING, MEETINGS AND DELIVERABLES

This document contains the standard requirements for Management, Reporting, Meetings and Deliverables for contracts to be placed by the Agency for its activities of Research and Development.

The applicable Statement of Work makes reference to the present document, and identifies requirements which are not applicable or which shall apply in addition.

1. MANAGEMENT

1.1 GENERAL

The Contractor shall carry out an effective and economical management and the Project Manager nominated by him shall be responsible for the management and execution of the work to be performed and for the coordination and control of the work within the consortium.

1.2 COMMUNICATIONS

All communications to the Agency shall be addressed to the Agency's representatives nominated in Clauses 5 and 7 of the contract.

1.3 ACCESS

During the course of the contract the Agency shall be afforded free access to any plan, procedure, specification or other documentation relevant to the programme of work. Areas and equipment used during the development/testing activities associated with the contract shall also be available for inspection and audit.

The Contractor shall notify the Agency at least three weeks before the start of any test programme, or as mutually agreed, in order to enable the Agency to select those tests that it wishes to witness. The Agency shall notify the Contractor of its visit at least one week in advance.

2. REPORTING

2.1 MINUTES OF MEETING

The Contractor is responsible for the preparation and distribution of minutes of all meetings held in connection with the contract. Typed versions shall be issued and distributed to all participants, to the Agency's technical representative (4 copies) and to the ESA Contracts Officer (1 copy), not later than 10 days after the relevant meeting.

The minutes shall clearly identify all agreements made and actions accepted at the meeting together with an update of the Action Item List (AIL) and the Document List. A draft shall be signed at the end of every meeting.

2.2 DOCUMENTS LIST

The Contractor shall create and maintain a Document List, recording all the documents produced during the work, including reports, specifications, plans and minutes. The list shall indicate the document reference, type of document, date of issue, status (draft or approved by the Agency), confidentiality level and distribution. This list shall be continuously updated and shall be reviewed during the relevant progress meetings.

2.3 ACTION ITEM LIST (AIL)

The Contractor shall maintain an Action Item List (AIL), recording all actions agreed with the Agency. Each item will be uniquely numbered with reference to the minutes of the meeting at which the action was agreed and will record date of origin, due date, originator and actionee. The AIL update shall be reviewed at each progress meeting.

2.4 BAR-CHART SCHEDULE

The Contractor shall be responsible for maintaining the bar chart agreed at the kick-off meeting.

The Contractor shall present an up-to-date chart for review at all consequent meetings, indicating the current status of the contract activity (WP's completed, documents delivered, etc.).

Modifications of the schedule shall only be contractually binding if approved in writing by the Agency's representative for contractual and administrative matters mentioned in Clauses 5 and 7 of the contract.

2.5 PROGRESS REPORTS

The Contractor shall provide, every month, a progress report, addressed to the Agency's representatives, covering the contractual activities. This report shall refer to the current activities shown on the latest issued bar-chart and shall give:

- description of progress: actual vs. schedule, milestones and events accomplished
- reasons for slippages and/or problem areas, if any, and corrective actions planned and/or taken, with revised completion date per activity
- events anticipated to be accomplished during the next reporting period
- status report on all long lead or critical delivery items
- action items completed during the reporting period
- milestone payment status
- expected date for major schedule items

2.6 PROBLEM NOTIFICATION

The Contractor shall notify the Agency's representatives (Technical Manager and Contracts Officer) of any event likely to cause major delays to the time schedule of the work programme or significantly impact the scope of the work to be performed (due to e.g. procurement problems, unavailability of facilities or resources, etc.).

2.7 TECHNICAL DOCUMENTATION

As soon as they become available, the Contractor shall submit for the Agency's approval all technical notes, engineering drawings, manufacturing plans, test plans, test procedures, specifications and Task/WP reports, which are produced during the execution of the contract.

Any technical documentation to be discussed at a meeting with the Agency shall be submitted two weeks prior to such a meeting.

The Contractor shall submit technical documents from Subcontractor's to the Agency only after review and acceptance.

All tests under the contract shall be performed according to test plans and test procedures approved by the Agency's technical officer.

3. MEETINGS

The kick-off meeting shall take place at the Agency's premises.

Progress meetings shall be held at approximately 2- to 3-monthly intervals.

The final presentation shall take place at the Agency's premises.

Additional meetings are not excluded, and either the Agency or the Contractor may request ad hoc meetings.

The Contractor shall give to the Agency prior notice of any meetings with third parties to be held in connection with the contract. The Agency reserves the right of participation in such meetings.

With due notice to the Contractor and with the Contractor's agreement, the Agency reserves the right to invite third parties to meetings to facilitate information exchange.

For all meetings the Contractor shall ensure that proper notice is given at least 2 weeks in advance. The Contractor shall be responsible for ensuring the participation of his and of the sub-contractor(s) personnel as needed.

For each meeting the Contractor shall provide an agenda and handouts of his presentation.

4. **DELIVERABLES**

4.1 **DOCUMENTATION**

Besides the documents requested in section 2 here above, the following documentation is deliverable. The Work Statement shall specify whether either para. 4.1.1 or 4.1.2 is applicable.

NOTE: All reports mentioned hereunder shall also be delivered as an electronic file, allowing the Agency to transfer them into its READ database.

4.1.1 **FOR STUDIES:**

FINAL REPORT

For each contract a Final Report shall be produced. It shall be a complete statement of all the work done during the study and shall be self-standing, not requiring to be read in conjunction with reports previously issued. It shall contain all the results of the study.

The draft version of the Final Report shall be sent to the technical officer in 3 copies not later than two weeks before the final presentation. The final version shall be provided in 60 copies.

4.1.2 **FOR DESIGN/DEVELOPMENT ACTIVITIES:**

TECHNICAL DATA PACKAGE

Each contract shall be completed with a Technical Data Package. The Technical Data Package consists of the final versions of all technical documents. The Technical Data Package has to be delivered in one unbound and 4 bound copies together with the final version of the Summary Report.

SUMMARY REPORT

For each contract one Summary Report shall be produced. It shall summarise the findings of the contract in a concise, yet instructive manner. For this reason the technical description shall be approximately 20 pages. The draft version of the Summary Report shall be sent to the technical officer in 3 copies not later than two weeks before the final presentation. The final version shall be provided in 20 copies.

4.2 **ABSTRACT**

Each contract shall also be completed with an Abstract, summarising the work performed. It shall be prepared in a form and quality suitable to address non-experts in the field and appropriate for publication, e.g. in technical journals. It shall contain 3 to 4 pages of text, colour photographs if applicable. Within 4 weeks from approval of its draft version

(3 copies), 20 copies of the final Abstract shall be delivered to the Agency's Technical Representative.

4.3 PHOTOGRAPHIC DOCUMENTATION

The Contractor shall provide photographs of hardware under manufacture (paper prints in 3 copies + negatives) showing major progress as well as test set-ups. Videos presenting the functioning of hardware/test set-up are also welcome.

4.4 HARDWARE

Any hardware (incl. test equipment and control electronics) built and/or purchased under a contract, together with an Operation Manual (5 copies), shall be a deliverable item after completion of the associated tests at the Contractor's premises, unless otherwise agreed in writing by the Agency.

4.5 COMPUTER PROGRAMMES

Computer programmes developed or procured under the contract shall be a deliverable, unless otherwise agreed in writing by the Agency's representatives.

All software produced under the contract shall be delivered in source and object code, on a magnetic medium to be agreed with the Agency's technical representative.

5. COMMERCIAL EVALUATION

The Agency has set up a Technology Transfer Programme to stimulate the wider use of technology developed within the European space research community. The goal of this programme is to promote the transfer of innovative technology from space to non-space applications.

If specified in the Work Statement that this paragraph is applicable, the Contractor shall dedicate a Work Package to Commercial Evaluation, thus enabling the Agency to evaluate technical and financial possibilities to promote the transfer of technology resulting from the subject activity.

As a first iteration, the Contractor shall identify applications, which could result from:

- i) the output of the subject activity (hardware, software, documentation) and/or
- ii) the output of the subject activity after additional development activities have been performed to meet the requirements of potential commercial users and/or
- iii) a development carried out in parallel to activities covered by the subject activity. As far as this point is concerned, results should be available as early as possible, e.g. at the 1st progress meeting, in order to enable the Agency to take decisions early enough to benefit from the advantages of a parallel development.

Industrial financing or funds from national or international programs or agencies, available for additional/parallel developments identified according to ii) and/or iii) above, should also be indicated as detailed as possible under the prevailing circumstances.

Unless the Contractor intends to undertake himself such commercialisation, he shall, as far as practicable, provide a list of potentially interested companies.

After analysis of the output of the Commercial Evaluation Work Package, the Agency may decide to place additional work with the Contractor for developments identified as being of interest for the transfer of technology developed under the subject activity.

CONTRACT CHANGE PROCEDURE

A contract change procedure shall apply for the preparation, evaluation, approval and implementation of alterations to the tasks to be performed under this contract.

1. INTRODUCTION OF A CHANGE

For all changes, whether requested by the Agency or initiated by the Contractor, the Contractor shall submit a proposal for a Contract Change Notice (CCN) on the form attached hereto. The CCN shall be filled in completely, and boxes or lines that are not applicable shall be so designated by use of the letters "NA". The form shall be signed by the Contractor's authorised representative(s) and submitted to the Agency's Contracts Officer.

The Contractor shall ensure that each change proposal is fully coordinated and that all reasonably foreseeable implications of the change have been considered. If the space on the form is not sufficient to describe the change and its consequences, the additional information shall be annexed to the form. The Contractor shall, on request of the Agency, provide additional documentary evidence.

2. APPROVAL OR REJECTION OF THE CONTRACT CHANGE NOTICES

Upon receipt of a CCN signed by the Contractor the Agency shall consider it as regards its acceptability. Should the CCN be approved, it will be signed by the Agency's authorised Technical Representative and Contracts Officer, and a copy returned to the Contractor. Should a CCN be rejected for any reason, the Contractor shall be informed accordingly, together with the reasons for the rejection. At the request of either party, the change may be discussed at a Change Review Board, consisting of a Contractual and a Technical Representative of each party.

3. IMPLEMENTATION AND STATUS OF APPROVED CHANGE NOTICES

Upon signature of a CCN by both parties, the CCN has immediate effect and constitutes a binding contractual agreement. The Contractor shall implement the change in accordance with the implementation dates agreed.

If the Agency considers it necessary, approved CCN's may subsequently be integrated into a Rider to the Contract.

CONTRACT CHANGE NOTICE NO.

to ESTEC/Contract No. with on

Description of change and effect on contract provisions

All other terms and conditions of the contract, not explicitly or implicitly modified by the present CCN, remain unchanged.

CONTRACTOR

technical representative:

contractual representative:

ESA

dir	est	output	epa	obs	abs	item	initiator approval

visa RES-HT:
(on-site support)

visa TEC-....:

technical representative:

contractual representative:

ESA STUDY CONTRACT REPORT - SPECIMEN			
No ESA Study Contract Report will be accepted unless this sheet is inserted at the beginning of each volume of the Report.			
ESA CONTRACT No	SUBJECT		CONTRACTOR
* ESA CR()No	* STAR CODE	No of volumes This is Volume No	CONTRACTOR'S REFERENCE
ABSTRACT:			
The work described in this report was done under ESA contract. Responsibility for the contents resides in the author or organisation that prepared it.			
Names of authors:			
** NAME OF ESA STUDY MANAGER		** ESA BUDGET HEADING	
DIV: DIRECTORATE:			

* Sections to be completed by ESA

** Information to be provided by ESA Study Manager

SPECIAL CONDITIONS

By signing this Appendix the Contractor certifies that he specifically approves the following Clauses of the General Clauses and Conditions for ESA Contracts:

Clause 11.2	Compensation for damage caused to persons, good or property
Clause 13	Arbitration
Clause 14	Infringements of the law
Clause 15	Infringements of third party rights
Clause 24	Transfer of Contract
Clause 25	Sub-contracts
Clause 31	Cancellation - General Rule
Clause 33	Cancellation with fault of the Contractor
Clause 34	Cancellation in special cases
Clause 35	Provisions to be observed in sub-contracts as to cancellation

Signed on behalf of the Contractor:

.....

On this day

CLOSE-OUT CERTIFICATE

for

[Name and number of the contract]

Contract Number.....
Contract Subject:

**CLOSE-OUT CERTIFICATE/STATEMENT OF INVENTION AND
INVENTORY**

1. INVENTIONS

[OPTION 1. NO INVENTION]

In accordance with the provisions of the above Contract,[Company] hereby certifies for itself and on behalf of its consortium/subcontractors that no invention has been made in the course of or resulting from work undertaken for the purpose of this contract.

[OPTION 2. INVENTION]

In accordance with the provisions of the above Contract,[Company] hereby certifies for itself and on behalf of its consortium/subcontractors that the following invention(s) has(ve) been made in the course of or resulting from work undertaken for the purpose of this contract:

.....

The Agency's rights on such inventions shall be in accordance with the ESA GCC Part II provisions as amended by the above contract.

2. INVENTORY

[OPTION 1. NO INVENTORY ITEMS]

No inventory items according to the Contract obtained under the Contract by the Contractor and/or his subcontractors have been purchased under the Contract.

[OPTION 2. INVENTORY ITEMS]

Any inventory items according to the Contract, obtained under the Contract by the Contractor and/or his subcontractors are listed in the List of Inventory Items, Annex 1, attached hereto. The Contractor certifies that all his obligations with regard to inventory have been fulfilled. The Agency will inform the Contractor of its decision with respect to disposal of inventory items.

For the Contractor,.....:

.....

[authorised representative(s) of the Contractor]

ANNEX: Inventory List to be filled in by the Contractor

ANNEX 1 – Inventory List

Item name	Part/ Serial reference number	Location	Value	ESA DECISION*		
				Deliver	Sell	Reject

* To be filled in by ESA