

Subcontract No. D/921/67362475 to ESA Contract No. 4000149221/25/D/MRP

**Subcontract No. D/921767362475
to ESA Contract No. 4000149221/25/D/MRP**

with

**Institute of Atmospheric Physics
of the Czech Academy of Sciences**

**"S1-SW-21:
Space Weather Impact on GNSS Performance"**

SUBCONTRACT

Between:

German Aerospace Center (DLR) e.V.

(hereinafter called "the Prime Contractor" or "DLR"),

whose Registered Office is at:

Linder Höhe
D-51147 Cologne
Germany

represented by its Executive Board,

herein acting on behalf of its Institute for Solar-Terrestrial Physics,
Located at: Kalkhorstweg 53, 17235 Neustrelitz, Germany

of the one part,

and:

Institute of Atmospheric Physics of the Czech Academy of Sciences

(hereinafter called "the Subcontractor" or "IAP"),

whose Registered Office is at:

Boční II 1401
141 00, Praha 4 - Spořilov
Czech Republic

represented by its Director, Prof. Radan Huth,

of the other part,

the following has been agreed between the Prime Contractor and the Subcontractor hereinafter also referred to individually as "Party" and collectively as the "Parties":

ARTICLE 1 - SUBJECT OF THE SUBCONTRACT; GENERAL TERMS OF EXECUTION

- 1.1. The Subcontractor, as further described in the Statement of Work in Appendix 1 hereto, undertakes to participate in the activity "S1-SW-21: Space Weather Impact on GNSS Performance", to perform its work in accordance with the defined tasks allocated to him (all hereafter referred to as "the Work") and to deliver all its contributions to the items listed in Article 2 of this Subcontract.

The Subcontractor's contribution consists of performing the defined tasks under the following Work Packages:

WP1100, WP1200, WP1300, WP2100, WP3300, WP4200, WP4300, WP5000

- 1.2. The Work shall be performed in accordance with the provisions stated in the following documents, listed in order of precedence in case of conflict:

- a) The specific Articles of this Subcontract;
- b) The General Clauses and Conditions for ESA Contracts (herein referred to as the "GCC"), reference ESA/REG/002, rev. 4, not attached hereto but known to both Parties and available on [REDACTED], under "Reference Documentation" - "Administrative Documents", as amended by this Contract;
- c) Appendix 1 hereto: the Agency's Statement of Work, referenced "ESA-S2P-SWE-SOW-0032", issue/revision 1.0, dated 22 January 2025, not attached hereto but known to both Parties;
- d) The signed Minutes of the negotiation meeting held on 27/06/2025 reference A01-12471_DLR_Negotiation_Points_Answered_MIN-0001, issue 1, revision 0, dated 27/06/2025, not attached hereto but known to both Parties
- e) The Subcontractor's Proposal consisting of the PSS Forms, not attached hereto but known to both Parties.

1.3 General Terms of Execution

- 1.3.1 The Subcontractor's own sales conditions shall not apply.

- 1.3.2 The language of this Subcontract and of all Communications hereunder shall be English. The substantive law according to which this Subcontract shall be construed is the law of Germany.

- 1.3.3 The Parties shall use their best endeavours to amicably settle any dispute arising out of the Subcontract.

Failing an attempt towards an amicable settlement, all disputes shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one (1) or three (3) arbitrators designated in conformity with such Rules.

The Arbitration Tribunal shall sit in Cologne, Germany. The Tribunal's award shall be final, binding on the Parties and no appeal shall lie against it. The enforcement of the award shall be governed by the rules of procedure in force in the state/ country in which the award is to be executed.

- 1.3.4 The Subcontractor shall be fully responsible towards the Prime Contractor for the proper execution of the Work to be performed by him.

The Subcontractor shall have the same rights and obligations in relation to the Work to be performed under the Subcontract that the Prime Contractor has agreed in relation to the work performed under the ESA Contract.

Notwithstanding the normal communication lines within the consortium, and the overall responsibility of the DLR to ensure proper and timely placing of subcontracts and Processing of payments throughout the consortium, the DLR ensures in accordance with the ESA Contract that below provisions are duly reflected in this Subcontract:

Should the 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 DLR, or

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

the Subcontractor may directly contact the Agency at: [REDACTED]

In doing so, the Subcontractor shall attach the Standard Contact Form available at:

[REDACTED] properly filled in or provide the same information in the body of the email.

1.3.5 Any publicity material prepared by the Subcontractor related to an activity performed by the Subcontractor in the context of this Subcontract shall acknowledge that the activity is/was carried out "under a programme of, and funded by, the European Space Agency". It shall display the ESA logo if the Agency/DLR so requires. It shall also carry a disclaimer stating that the view expressed in such publications can in no way be taken to reflect the official opinion of the European Space Agency.

1.3.6 The Subcontractor shall, in accordance with the Agency's Policy on the Prevention, Detection and Investigation of Fraud, to the extent allowed by applicable national law, cooperate with the Agency's investigation team in any investigation of fraud initiated by the Agency and inform its personnel of their obligation to cooperate accordingly.

1.3.7 Coordination Activities

The Agency will be responsible for the co-ordination of any and all related activities under the ESA Contract, including without being limited, with the following parties:

a) Scientific bodies, including any advisory group (such as the Mission Advisory Group ("MAG")); and

b) Any Contractor of a parallel activity (and, in particular, the Harmony Satellite Prime, Harmony End-to-End Performance Simulator SAR Prime).

In the discharge of its obligations under this Subcontract, the Subcontractor shall not make, unless expressly authorised to do so by the Agency through the Prime Contractor, direct contact with the parties identified here above.

1.3.8 Involvement of Third Parties in Meetings/Reviews

In accordance with Section 4.3, of Appendix 1 hereto, the Agency reserves the right to invite, with due notice to the Prime Contractor, third parties to meetings and reviews during the ESA Contract's performance to facilitate information exchange. Such third parties may include, without being limited to, the Harmony Satellite Prime, Harmony End-to-End Performance Simulator SAR Prime.

1.3.9 Previous Contracts - No Undertakings

No previous and/or parallel ESA and/or DLR contracts shall entail any liability or implicit obligation whatsoever for the Agency and/or the Prime Contractor with respect to their output or impact on the present Subcontract.

1.3.10 This Subcontract shall enter into force upon the Kick-Off Meeting and its signature by both Parties.

ARTICLE 2 - DELIVERY

2.1 Plače and Dates of Delivery

2.1.1 Documents

The Subcontractor shall, during the performance of this Contract, deliver all documentation and reports specified in Appendix 2, in an electronic file. These shall be sent to the DLR's Technical Officer mentioned in Article 5, Clause 5, Sub- Clause 5.1 a) of the Contract, unless otherwise specified, in accordance with the following specific provisions:

The draft versions of the final documents as defined in Appendix 2 shall be submitted for approval, in electronic searchable, indexed and not encrypted PDF and native (WORD) format, to the DLR's Technical Officer, not later than two weeks before the delivery dates specified in such Appendix 2.

The finalised versions thereof shall be issued in electronic searchable, indexed and not encrypted PDF and native (WORD) format not later than four (4) weeks after the approval of the draft versions and shall be sent by email to:

- The DLR's Technical Officer

Delivery shall be considered as effected only when the relevant deliverable items are in the DLR's possession. The Prime Contractor is then in charge to deliver the whole deliverable items to the Agency.

2.1.2 Software and products

The source and object code relevant to the software, models and/or data files, products specified in Appendix 2, shall be delivered to the DLR's Technical Officer, not later than the delivery dates specified in such Appendix 2.

2.1.3 Contract Closure Documentation

The signed Contract Closure Documentation (Appendix 2, Appendix D) shall be delivered not later than the time of submitting the invoice(s) for the Final Settlement (see also Article 3.2.2).

ARTICLE 3 - PRICE AND PAYMENT

3.1 The total price of this Subcontract amounts to:

27 216 EUR

plus the currently valid Value Added Tax, if applicable

The abovementioned price is hereby defined as a Firm Fixed Price and as such, it shall not be subject to any adjustment or revision by reason of the actual costs incurred by the Subcontractor in the performance of this Subcontract.

The Subcontractor is informed that the Agency may decide that certain items produced or purchased under the ESA Contract and the Subcontract during its implementation (see Article 7 below) shall become ESA Fixed Assets. Such items shall be identified as becoming ESA Fixed Assets by means of a Contract Change Notice.

Any amount stated above does not include any Value Added Taxes ("VAT") or import duties in the Member States of the Agency.

The price is deemed to include all applicable fees for licences to be purchased and delivered in the frame of the Contract. The price is further deemed to include any and all licence fees payable according to Sub-Clause 43.7 of the GCC.

The price is stated as being Delivered Duty Paid ("DDP") for all deliverables, exclusive of import duties and VAT in accordance with the Incoterms® 2020, to the addressee(s) mentioned, or referred to, in Article 5 of this Subcontract. Reference to the Incoterms® in this provision is exclusively for the purpose of price definition. The price furthermore includes all costs relative to the Subcontractor's obligations under Article 2.1.4 above.

3.2 Payment

3.2.1 General provisions

The Payment Plan and Advance Payment(s) off-setting conditions applicable to this Contract are specified in Appendix 1 hereto.

The Advance Payment constitutes a debt of the Contractor to the Agency until it has been set-off against subsequent milestone(s) as shown in Appendix 1 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 DLR 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 DLR's payment shall be made after due deduction of the corresponding off-set of the Advance Payment(s) as per the conditions of Appendix 1 to the Contract (Payment plan and Advance Payment(s) and other Financial Conditions).

In case of partial payment, the DLR 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 of the required documents and fulfilment of the requirements as specified in Article 3.2.2 below. Only upon fulfilment of these requirements shall the Prime Contractor regard the invoice as due.

Payments shall be made by the DLR in EURO to the account specified by the Subcontractor. 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 DLR on time if the DLR's orders of payment reach the DLR'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 Subcontractor.

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

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

Progress Payment(s):

- Milestone Achievement Confirmation (MAC/GRN) hereinafter referred to as "confirmation" with supporting documentation as necessary, submitted by the Subcontractor. The supporting documentation shall justify the actual achievement of the milestone(s) as defined in the Payment Plan specified in Appendix 1 hereto.

and

- Invoice(s).

Final Settlement:

- Confirmation, submitted by the Subcontractor with supporting documentation. The supporting documentation shall justify the actual achievement of the milestones as defined in the Payment Plan specified in Appendix 1 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;

- Contract Closure Documentation to be digitally submitted by the DLR (with Subcontractor's support/input if necessary) and approved by the Agency

3.2.3 Implementation of Payments conditions

Payment shall only be due if the invoice is issued and transferred in accordance with the following requirements. It is the Parties' understanding that invoices which do not correspond to these requirements do not constitute delay of payment:

E-Invoicing Portal:

Due to Regulation on Electronic Invoicing in Public Procurement (E-Rechnungsverordnung, ERechV) the DLR accepts, from 27th November 2020 on, only electronically issued and via the Federal E-Invoicing-Portal submitted invoices (E-Invoices). E-Invoices must be submitted with the following information via the E-Invoicing-Portal:



Routing-ID: 992-03005-81

Subcontract Number: D/921/67362475

3.2.4 The following Milestone Payment Plan is agreed for this Subcontract:

Milestone (MS) Description	Schedule Date	Payments from DLR to Subcontractor (in Euro)
Progress (MS 1): Upon successful acceptance of Delivery 2 as defined in the SoW (Appendix 2) and acceptance of all related deliverables.	16.03.2026	10.886,00
Progress (MS 2): Upon successful acceptance of Delivery 3 as defined in the SoW (Appendix 2) and acceptance of all related deliverables	02.01.2027	10.886,00
Final Settlement (MS 3): 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.	16.03.2027	5.444,00
TOTAL		27.216,00

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

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

The Subcontractor 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 to this Subcontract. Such items are:

- i. items produced or purchased under the Subcontract, including electronic components, special jigs, tools, test equipment, and which are paid for under the Subcontract with an individual or batch value (value of group of items) in the national currency equivalent to, or above five-thousand (5.000) Euro;
- ii. if any, items identified as becoming ESA Fixed Assets in Article 3 above or in a subsequent CCN;
- iii. Items Made Available by the Agency, if any (see Article 5.5 of the Subcontract).

The Subcontractor shall operate an inventory control system ("Inventory Control System") of all the above-mentioned items and shall mark them as falling under this Article of the Subcontract.

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 Subcontractor shall, as part of the Inventory Control System, maintain an Inventory/Fixed Asset Record (in an electronic tool of its choice) which shall, as a minimum, contain the Information as shown in Appendix 5 to this Subcontract.

The Inventory/Fixed Asset Record shall be kept updated by the Subcontractor. It shall be made available to the Agency through the Prime Contractor upon request but as a minimum yearly during the execution of the Subcontract (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 5 to this Subcontract.

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

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

Upon completion of the Work specified in the Subcontract, the Agency through the Prime Contractor shall take decisions regarding the final destination and final ownership of each item listed in the Inventory/Fixed Asset Record.

The Agency shall be free to choose amongst the following options with respect to the final destination and final ownership of such items:

- a) the right to claim delivery to the Agency through the Prime Contractor and transfer of ownership (the latter if applicable) - with issue of appropriate instructions concerning packing and shipment (at the Subcontractor's expenses),
- b) the right to claim or retain ownership and to negotiate with the Subcontractor a Loan agreement if the Subcontractor is interested in keeping and using an item, with loan conditions making the Subcontractor responsible for the custody, the delayed delivery and the risks involved (at the Subcontractor's expenses),
- c) the right to extend the custody of an item to the Subcontractor and to postpone its delivery to the Agency through the Prime Contractor 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 Subcontractor, with or without financial compensation for the Agency (e.g. repurchase by the Subcontractor) and with or without special Instruction,
- e) the right to request the Subcontractor 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 Subcontractor shall provide the full inventory Information of the Fixed Asset to the Agency through the Prime Contractor and complete the transfer or disposal forms to be provided by the Agency through the Prime Contractor upon request by the Subcontractor. The information to be given by the Subcontractor in the forms shall be agreed with the Agency through the Prime Contractor.

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 digital Contract Closure Documentation (CCD) in esa-star (<http://esastar-cdd.sso.esa.int>).

The CCD shall not be finalised and signed before disposition of all items has been given by the Agency and recorded in the documentation.

ARTICLE 5 COMPLEMENTS AND AMENDMENTS TO THE GCC

The General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002., rev. 4 (GCC), apply to this Contract with the following complements and amendments:

CLAUSE 4: ORIGINALS OF THE CONTRACT

The following provision is added to Clause 4 of the GCC:

The Parties agree that electronic signature of this Contract shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.

CLAUSE 5: THE PARTIES' REPRESENTATIVES**5.1 Representatives of the Parties during Subcontract Execution****5.1.1 The Prime Contractor's representatives**

- a) Mr Martin Kriegel for technical matters or a person duly authorised by him ("Technical Officer"). All correspondence for technical matters will be addressed as follows:

	To	With copy to
Name	[REDACTED]	
Telephone	[REDACTED]	
Email	[REDACTED]	
Address	[REDACTED]	

- b) Mr. Jens Schreiber for contractual and administrative matters or a person duly authorised by him ("Contracts Officer"). All correspondence for contractual and administrative matters (with exception of invoices as mentioned in Article 4) will be addressed as follows:

	To	With copy to
Name	[REDACTED]	
Telephone		
Email		
Address		

- c) Personal Data Protection matters shall be addressed to the Data Protection contact point as follows:

	To
Name	[REDACTED]
Telephone	
Email	
Address	

5.1.2 The Subcontractor's representatives

- a) Jaroslav Urbář for technical matters or a person duly authorised by him ("Technical Officer"). All correspondence for technical matters will be addressed as follows:

	To:	With copy to:
Name		
Telephone No.		
e-mail address		
Mail Address		

- b) Alena Nováková for contractual and administrative matters or a person duly authorised by him ("Contracts Officer"). All correspondence for contractual and administrative matters will be addressed as follows:

	To:	With copy to:
Name		
Telephone No.		
e-mail address		
Mail Address		

- c) Personál Data Protection matters shall be addressed to the Data Protection contact point as follows:

	To:	With copy to:
Name		
Telephone No.		
e-mail address		
Mail Address		

- 5.1.3 Communications related to the Subcontract affecting its terms and conditions shall only bind the Parties, if signed by the DLR's and the Subcontractor's duly Authorised Representatives.

The Parties agree that electronic signature of this Subcontract shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Subcontract.

5.2 Personál Data Protection

- 5.2.1 The Agency and the Prime Contractor shall be a separate Data Controller of the personal data of the Subcontractor specified in Article 5.1.2.

- 5.2.2 The Agency processes Personal Data subject to the ESA PDP Framework, i.e. the Personal Data Protection Framework applicable to ESA and available at [REDACTED]
- 5.2.3 A Privacy Notice regarding the Processing of the Personal Data by the Agency and the Pnm Contmctoi oiJhi orocessin ooemtioi i available at [REDACTED]
- 5.2.4 The Subcontractor shall share the above-mentioned ESA Privacy Notice, with all Key Personnel whose Curricula Vitae were submitted to ESA and the Prime Contractor.
- 5.2.5 The Subcontractor shall be a separate Data Controller of the contact details of the DLR's Representatives as specified in Article 5.1.1.
- 5.2.6 The Subcontractor shall process the above-mentioned contact details of the DLR's Representatives subject to the Personal Data protection laws and regulations applicable to the Subcontractor (e.g. EU Regulations in the field of personal data protection, including but not limited to the General Data Protection Regulation (Regulation (EU) nr. 2016/679) (hereinafter "GDPR").
- 5.2.7 The Personal Data exchanged by the Parties in the frame of this Subcontract will only be processed for:
- a) the performance of the Subcontract, including implementation, management, monitoring, audits and the fulfilment of the obligations set out in herein.
 - b) the management of the relationship of the Parties in relation to the Subcontract, notably for administrativě, financial, audit or for communication purposes;
 - c) the compliance with any legal or regulatřory obligation to which a Party is subject.

CLAUSE 6: PUBLICITY RELATING TO CONTRACTS

The link to the ESA logo in this clause is replaced with the following link: [REDACTED]

CLAUSE 8: GENERAL CONDITIONS OF EXECUTION

The following provision is added to Clause 8 of the GCC:

- 8.8 The Subcontractor shall, in accordance with the Agency's Policy on the Prevention, Detection and Investigation of Fraud, to the extent allowed by applicable national law, cooperate with the Agency's investigation team in any investigation of fraud initiated by the Agency and inform its personnel of their obligation to cooperate accordingly. The Subcontractor shall ensure that this provision is duly reflected in all subcontracts entered into for the purpose of this Contract.

CLAUSE 9: KEY PERSONNEL

- 9.1 The Subcontractor's Key Personnel is listed in the Subcontractor's Proposal referred to in Article 1.2 above.
- 9.2 The procedure described in this Clause 9.2 shall be implemented through an exchange of letters. The letter may be sent electronically by email to the responsible DLR's representatives identified in Sub-Clause 5.1 hereabove. The comprehensive qualification description and professional profile of the new key personnel shall be included in the email, in an encrypted file.

CLAUSE 11: CUSTOMER FURNISHED ITEMS (CFI)

The Agency undertakes to provide CFI(s) to the Contractor in accordance with Appendix 2.
For the purpose of Clause 11 of the GCC, the value of the Item(s) is/are:

Item: Access to the ESA Sharepoint repository Insurance
Value: 0 Euro

The Contractor is liable and bears the risk for the Item(s) until the access is terminated.
After the execution of the Contract, the access to the CFI(s) will be terminated.

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.

CLAUSE 13: CHANGES

The following provisions are added to Sub-Clause 13.4.1:

Only changes agreed in accordance with this procedure are deemed valid changes of the Contract.

Any changes that may impact the contractual baseline shall be implemented through a CCN. Specifically, the Contractor shall always submit a CCN proposal for the changes in the non-exhaustive list below:

- cancellation or changes to any work package included in the contractual baseline;
- subcontractors' replacements or ceasing their involvement in the activity;
- changes in the breakdown of the Contract price between the Prime and the Subcontractor(s).

The template of a Contract Change Notice (CCN) is attached hereto as Appendix 4.
Any Change Request submitted to the DLR shall be addressed to the DLR's Contracts Officer.

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

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 DLR with information which is subject to export control laws and regulations, the Subcontractor shall secure that such information is only passed on to the DLR in accordance with the provisions of such export control laws and regulations.

CLAUSE 16: ACCEPTANCE AND REJECTION

16.1 Acceptance of Deliverables

16.1.1 Documentation and Reports

As regards Documentation and reports, should the Agency's Technical Officer not accept the deliverables from the Contractor, the Agency's Technical Officer shall so inform the Contractor with the relevant justification. If no decision has been notified to the Contractor within one (1) month of receipt by the Agency of the deliverables, such shall be considered as having been accepted.

Should the Agency's Technical Officer not accept the deliverable documentation, Agency's Technical Officer shall so inform the Contractor and notify the reasons for rejection in writing to the Contractor's Technical Officer. Rejected documentation must be rendered, at the Contractor's expense, compliant to the specified requirements and resubmitted within a reasonable time range fixed in writing by the Agency.

Updates of already delivered and accepted documents shall be subject to the same acceptance provisions defined above.

16.1.2 Acceptance of Software and Products

The objective of the acceptance testing is to establish whether the deliverable items are complete and meet the performance, reliability and availability requirements as stated in Appendix 2.

On satisfactory completion of the acceptance test, the Agency's responsible Technical Officer shall issue a Certificate of Acceptance.

Rejected items must be rendered compliant to Appendix 2, at the Contractor's expense, and represented for final acceptance within the time scale fixed in writing by the Agency.

16.2 General provisions applicable to the acceptance of Documentation, reports and software

16.2.1 Cost incurred in connection with Acceptance Procedures

The Contractor shall fix all errors and non-compliances during the period of acceptance. The related costs incurred during this period shall be borne by the Contractor.

16.2.2 Assistance by other Contractors in the Acceptance Process

The Agency reserves the right to use the Services of another contractor or contractors to assist it in the acceptance process. Such contractor(s) shall be entitled to access all applicable information, data and tests performed on any deliverable item as well as the Subcontractor's premises.

16.2.3 The above shall not affect the rights of the Agency resulting from Clause 32.

16.2.4 Scope of Acceptance

The scope of any acceptance under this Contract shall be limited to the technical aspects of the deliverables and Services. Compliance with legal and contractual aspects, including in particular those described in this Contract, shall not be subject of any acceptance so that acceptance shall not affect the Subcontractor's obligations in this regard.

16.2.5 The places of acceptance shall be as specified in Appendix 2.

CLAUSE 17: PENALTIES/INCENTIVES

Penalties for late delivery do not apply.

CLAUSE 27: PRICING

Sub-Clauses 27.3 and 27.4 do not apply, unless in case of termination as per Clause 30 of the GCC.

CLAUSE 34: APPLICABLE LAW

The substantive law referred to in Clause 34 of the GCC is the law of Germany. The scope of its applicability is as laid down in the said Clause of the GCC.

CLAUSE 35: DISPUTE RESOLUTION

The arbitration proceedings referred to in Clause 35 of the GCC shall take place in Cologne, Germany.

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

1.1 For the purpose of this Contract, Part II, Option A of the GCC shall apply, as modified by the special provisions below.

1.2 In the event of any conflict between the provisions in this Contract and the provisions in Part II (Option A), the provisions in this Contract shall prevail. Clause 36.1 of the GCC shall remain unaffected.

1.3 The free licenses provided for the benefit of the Agency 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.

1.4 The provisions contained in this Contract relating to Intellectual Property Rights in software, shall apply mutatis mutandis also to any Documentation to be produced and delivered under this Contract.

2. Definitions

For the purpose of this Contract, including also the Appendices to it, the following definitions shall apply, unless other definitions of those terms are introduced in a Contract Change Notice (CCN) to this Contract.

"Work Results" mean all results of the Contractor's and/or any Sub-Contractor's work rendered under this Contract and/or a CCN to this Contract.

Any hardware development or modification as well as any architectural design, connection and integration of hardware performed during the course of the Contract shall be deemed a "Work Result".

In the case of software development, Work Results shall include all deliverables and any further specific software deliverable as detailed in this Contract and/or the relevant CCN to this Contract. Therefore, software includes not only the actual source code but also any associated item such as technical documentation, user documentation, specifications, interfaces definitions, training material, databases, test data or designs, test products, configuration data, prototypes, technical analysis output documentation, etc.

In case the Subcontractor shall modify, enhance or make another alteration to an existing software of the Agency and the Agency has provided to the Subcontractor therefore this pre-existing software product for which the Services under this Contract and/or a CCN to this Contract shall be rendered, the "Work Results" are any incremental work in source code of such pre-existing software product constituting modifications, corrections, additions, extensions or improvements to the pre-existing software product or any translation of the pre-existing software product in any other Computer language as a result of the Subcontractor's Services. Incremental work means here what is gained or added to the pre-existing software product.

In case the Agency has not provided to the Subcontractor a pre-existing software product, the "Work Results" are any software and associated item developed by the Subcontractor under this Contract and/or a CCN to this Contract in any forms.

"Deliverable" is any item to be delivered to the Agency/DLR as specified in this Contract or any relevant CCN thereto. This includes all Work Results and may include further items, which are explicitly listed in this Contract and/or the relevant CCN to this Contract.

"Third Party" means any party other than the DLR or the Subcontractor.

"Third Party Product" is any software, (e.g. proprietary software or open source software, including also but not limited to software tools, libraries, code, designs, etc.) and associated items for which the Agency does not have the full usage, exploitation and distribution rights as defined in Section 3 below. For the avoidance of doubt, Third Party Product shall include also any existing software and associated items of the Contractor or of his Sub-Contractors.

3. Assignment of Intellectual Property Rights, Licences Granted

All Work Results under this Contract and/or the relevant CCN to this Contract shall be deemed Operational Software in the sense of Part II (Option A) of the GCC (see Clause 39.2 c), Clause 42.8 and Annex IV of the GCC). All these Work Results shall be delivered at each milestone with full ESA Intellectual Property Rights (as defined in the GCC). The rights granted to the Agency according to the present Contract and Part II of the GCC shall take effect upon delivery of the respective item to the Agency.

- 3.1 In accordance with Clause 42.8 of the GCC and subject to the terms and conditions of this Contract, the Subcontractor shall assign and transfer to the Agency full ownership of all Intellectual Property Rights, including the ownership of copyright, in and to the Work Results.
- 3.2 The rights assigned to the Agency shall include, but not be limited to, the exclusive and perpetual usage, distribution and exploitation rights, not restricted in respect of territory, time or purpose to:
 - Install, operate and execute the Work Results by the Agency or any licensee of the Agency for any purposes the Agency or the licensee sees fit.
 - Incorporate, embed or merge the Work Results into any other software product.

- Permanently or temporarily reproduce or copy the Work Results by any means and in any form, in part or in whole, including loading, displaying, running, transmission or storage of the Work Results.
 - Modify, correct, maintain, change, add, enhance, translate, adapt, re-arrange, link or make any other alteration of the Work Results and to reproduce the results thereof.
 - Compile or re-compile the source code belonging to the Work Results and distribute the resulting object code in any form.
 - Prepare derivative works of the Work Results.
 - Distribute, rent, offer and market the Work Results, including any derivative works of the Work Results, in any form directly or indirectly to the public, including the right for online-distribution.
 - Grant wire-connected or wireless public access to the Work Results for any purpose, including commercial or free Service bureau Services for Third Parties.
- 3.3 The Agency may permanently or temporarily transfer all or single rights granted to the Agency in whole or in part to a Third Party in its sole discretion.
- 3.4 The Agency may in its sole discretion distribute the Work Results under any open source licence the Agency deems fit and this shall include also the right for the Agency to grant such rights to another organisation, which will distribute the software under an open source license.
- 3.5 The Agency may, against payment or free of charge, permanently or temporarily, grant exclusive or non-exclusive licenses or sublicenses for all or single rights granted to the Agency in whole or in part to a Third Party in its sole discretion, either directly by the Agency or indirectly by a distributor.
- 3.6 Notwithstanding that the Subcontractor has granted to the Agency exclusive rights, the Agency shall not be obliged to exercise the rights granted and the Agency shall be entitled to decide in its sole discretion to exercise all or parts of the rights granted hereunder.
- 3.7 The Agency may make use of the Work Results in any known manner and for any known type of use, as well as all yet unknown types of use. Unknown types of use are all yet unknown technical and/or commercial manners to use or exploit a Work Result. The Agency shall inform the Contractor in case the Agency intends to start using the Work Results in whole or in part in a yet unknown type of use and both parties shall mutually agree to an adequate and appropriate additional compensation, if any, for the Subcontractor depending on the new type of use before the Agency starts to use the Work Results in this new type of use.
- 3.8 The intended purpose of the assignment and transfer of full ownership of all Intellectual Property Rights to the Agency is to enable the Agency to act as the full and only owner of the Work Results without any limitation. Therefore, subject to the condition that under the law applying to the Contract an assignment and transfer of the copyright is lawfully not possible, the Subcontractor agrees to and herewith shall grant to the Agency an

irrevocable and worldwide exclusive license for the Work Results, including the grant of the exclusive and perpetual usage, distribution and exploitation rights, not restricted in respect of territory, time or purpose and including all the rights as listed in this Section 3 so that the Agency is put in a position, which is, as far as legally possible, equivalent to a transfer of ownership. For the avoidance of doubt, no additional royalty fee shall be paid by the Agency for such license grant.

4. Waiver of Moral Rights with respect to Category A Work Results

- 4.1 The Subcontractor shall secure by agreements with those of his employees, who have worked on the Work Results, that those employees have waived their right to be named as an author and have waived all their other moral rights in regard to the Work Results, e.g. the right of an author to have access to its work.
- 4.2 If a waiver of a moral right of an author is legally not possible, the Subcontractor shall at least secure by written agreements with his employees that they waive their rights to execute such moral rights for the maximum period of time legally possible.
- 4.3 In case also such a waiver to execute the moral rights is legally not possible, the Subcontractor shall take all steps possible in the respective jurisdiction to achieve, to the maximum extent possible, the objectives described in the above Sections 4.1 and 4.2. In this case, the Subcontractor shall inform the DLR of all steps it has taken.
- 4.4 The same shall apply for all free lancers and employees of the Subcontractor and the Subcontractor is obliged to secure such waivers in written agreements with its free lancers and Sub-Contractors.

5. Transfer of Ownership

The Subcontractor shall transfer all ownership in material objects embodying the Work Results (CD ROM etc.) to the Agency free from any encumbrances.

6. Time of Transfer of Ownership

The Subcontractor transfers the ownership of material objects embodying the Work Results in accordance with Section 5 above at the time such material objects come into existence.

7. Confidentiality

All Documentation and other Information of whatever kind and nature supplied or disclosed directly or indirectly by the Agency under this Contract and/or the relevant CCN to this Contract, including also but not limited to software in source code and object code, interfaces, specifications of software or interfaces, algorithms, ideas and principles which underlie any element of software, including those which underlie interfaces, and other related know how, as well as all Documentation and other Information produced by the Subcontractor or the Agency under this Contract and/or the relevant CCN to this Contract are deemed to be "ESA Unclassified - Proprietary Information", unless stricter security standards apply, even if not marked as such, and the provisions of Clause 38.1 of the GCC and the ESA Security Directives shall apply.

All Work Result items (e.g. any information, documentation or material, in whatever format or media) shall bear the resp. Agency's information classification markér as defined by ESA Security Directives. Unless otherwise specified, any Work Result item is considered "ESA Unclassified - Proprietary Information".

In addition to Clause 38 of the GCC, the parties agree that the Subcontractor shall not Disclose (as defined in Annex IV to the GCC) and shall hold in confidence any such documentation and other information in accordance with Clause 38 of the GCC.

The Subcontractor shall ensure that his staff observes complete discretion during and after the performance of the Contract with regard to the subject matter of the Subcontract or CCNs to this Contract as well as any work rendered or delivery made in connection therewith.

In order to ensure that each member of the Subcontractor's staff assigned to this Contract is aware of the above, the Subcontractor shall ensure that they sign a "Confidentiality Undertaking" in accordance with the model attached in Appendix 6 hereto. The Subcontractor's Technical Officer shall keep at the disposal of the Agency all signed "Confidentiality Undertaking" statements and supply copies of such statements to the Agency, if requested.

In addition to the above, formal confidentiality procedures and additional security requirements may be established in a CCN. The Contractor herewith undertakes to comply with such procedures and additional security requirements and to obtain all required security clearances for his company, his sites and his staff.

8. Third Party Products

8.1 Work Results free from any Third Party Intellectual Property Rights

8.1.1 The Subcontractor guarantees that the Work Results are not restricted by rights of anyone, including also but not limited to rights already owned by the Contractor or/and any of his Sub-Contractors at the start of this Contract and/or the relevant CCN to this Contract. Therefore, the Subcontractor guarantees that he has all legal rights to grant to the Agency the rights in accordance with the above Section 3 and that therefore Work Results do not contain any software subject to a Background Intellectual Property Right or an open source licence or are covered by any other Third Party Intellectual Property Right.

8.1.2 The Subcontractor guarantees that the Work Results, the transfer of ownership and the licences granted under this Contract will not infringe any Intellectual Property Right (as defined in Annex IV to the GCC) of any Third Party.

8.1.3 In case of an infringement of any Third Party Intellectual Property Right Clause 26 of the GCC shall apply.

8.2 Approval Procedure to use elements of a Third Party Product

8.2.1 The use of any Third Party Product for the development of the Deliverables under this Contract needs the explicit prior written approval by the Agency's Technical Officer. This approval shall be deemed given by way of the Agency's acceptance of the Subcontractor's proposal (not attached hereto but known to both parties, as per Article 1.2 of this Contract), provided that the relevant Third Party Products are listed there in a dedicated Chapter. Should the use of any Third Party Product be proposed by the Subcontractor after signature of the Contract, such approval shall be deemed given by the Agency's signature of the CCN, in which such Third Party Products are listed. Any agreement on the use of Third Party Products made in a different way shall be deemed invalid.

8.2.2 Unless otherwise specified in this Contract and/or the relevant CCN to this Contract, it shall be the obligation of the Subcontractor to verify and confirm in writing to the Agency that the licence, under which a Third Party Product shall be licensed to the Agency, grants the Agency at least the same, but non-exclusive perpetual usage, distribution and exploitation rights as set forth in Section 3 above.

However, the Agency reserves the right to request in this Contract and/or the relevant CCN to this Contract a limited sub-set of those usage, distribution and exploitation rights.

8.2.3 With any request of the Subcontractor to obtain the Agency's approval to use a Third Party Product, the Subcontractor shall provide the Agency also with the following information:

- Exact name and, if applicable, version of the Third Party Product.
- Exact intended use of the Third Party Product, in particular, by stating whether it is needed in order to build the application to be delivered and/or in order to run the application to be delivered.
- Exact source of supply, e.g. in case of delivery the suppliers company name and address, in case of download also the exact internet address and date, from where and when the download was made.
- Full and complete copy of the licence agreement, under which the Third Party Product is licensed.
- Statement as to whether any dispute relating to the license agreement will be subject to arbitration procedures or to normal court procedures.
- If the Subcontractor is allowed to do so, the Subcontractor shall provide and license, based on a separate licence agreement with the Agency, to the Agency a complete copy on a physical media of the original Third Party Product.
- In case the verification of a licence for a Third Party Product by the Subcontractor results, that the licence deviates in one or more points from the requirements set in Section 8.2.2, the Subcontractor shall also provide an exhaustive list where the licence for this Third Party Product deviates from the rights to be granted to the Agency in accordance with Section 8.2.2 above.

- 8.2.4 Upon the written request of the Subcontractor to use a Third Party Product, the Agency will decide within reasonable time, whether or not the use of the Third Party Product is acceptable.

As part of its decision, the Agency will inform the Subcontractor, whether the Subcontractor shall licence/sub-license the Third Party Product to the Agency or whether the Agency shall license the Third Party Product directly from the named licensor of the Third Party Product.

- 8.2.5 In case the Subcontractor shall license/sub-license the Third Party Product to the Agency, the Subcontractor shall confirm in writing to the Agency that he has obtained the rights to legally sub-license to the Agency the relevant rights for the relevant Third Party Product as required in this Contract and/or the relevant CCN to this Contract and the Subcontractor shall expressly grant the licence as agreed and accepted by the Agency in this Contract and/or the relevant CCN to this Contract to the Agency for the Third Party Product.

In case the Agency shall license the Third Party Product directly from the named licensor, it shall be the Agency's obligation to obtain all relevant licences and permits required to use the approved Third Party Product in the intended way. Unless otherwise agreed in a relevant CCN, this shall not release the Subcontractor from his obligation to provide the Information and confirmation listed in Section 8.2.3 above.

- 8.3 Rights already owned by the Subcontractor or any of his Sub-Contractors at the start of the work

The Subcontractor undertakes that all Intellectual Property Rights employed during the execution of this Contract are treated as arising from work performed under this Contract. The Subcontractor agrees that he shall not make claims under Clause 43.1 of the GCC during the execution of his Contract or any time thereafter. This shall not apply in cases, where the Agency has granted its prior written approval (in the form as described under 8.2.1 above) for the use of the specific Background Intellectual Property Rights as defined below.

The Agency, on the basis of the evidence provided by the Subcontractor, recognises the Information specified in Appendix 3 as Background Intellectual Property.

With reference to Clause 38.2 of the GCC, the Subcontractor shall not mark any documents as "Proprietary Information" unless agreed in advance with the Agency. Any request from the Subcontractor to mark Documentation as "Proprietary Information" shall be submitted together with an appropriate justification. The access rights granted to the Agency's employees under Sub-Clause 38.2 are hereby extended to contractor staff hired by the Agency to provide technical, management, legal or administrative support to the Agency as long as such staff has signed an engagement of confidentiality.

In case the Subcontractor or any of his Sub-Contractors intends to use or re-use already existing software, for which he or any of his relevant Sub-Contractors owns the Intellectual Property Rights, the following provisions shall apply in addition to Section 8.2 above:

8.3.1 As part of the approval request, the following additional information shall be provided:

- Whether or not the respective software has been developed under a contract with the Agency, and if so:

- o Number(s) of the Contract under which the software has been developed and/or altered,

- o The rights granted to the Agency under this contract(s),

- The rights granted by the Contractor/Sub-Contractor to any Third Party as part of other contractual agreements.

8.3.2 The Subcontractor or Sub-Contractors, as the case may be, shall offer the Agency a licence in the relevant software, which is already owned by the Subcontractor or any of his Sub-Contractors at the start of the work, in accordance with Section 3.8 above, provided however, that such licence shall be non-exclusive. In case of software developed or altered under a contract with the Agency, this shall apply to those rights, which have not already been granted to the Agency under such former contract(s).

8.3.3 For the avoidance of doubt, Section 8.2.5 shall apply for the licensing of the pre-existing software to the Agency.

8.4 Documentation, Delivery, Exclusion of Acceptance

8.4.1 With making a Deliverable available to the Agency, the Subcontractor shall produce and attach a Delivery Note:

- Stating that the Deliverables do not contain any not-approved Third Party Product,
- Including a list of all approved Third Party Products (name and version) included in the Deliverables,
- Including a list of all approved reused pre-existing software originally belonging to the Subcontractor or Sub-Contractor,
- Including a list of all Work Results included in the Deliverables.

8.4.2 If the Deliverables contain any Third Party Product, for which the Agency has not given its prior written approval in the form described in 8.2.1 above, such Deliverables are not in conformity with the Contract and cannot be accepted by the Agency.

8.4.3 However, for the avoidance of doubt, any acceptance is made only in respect of technical aspects of the Deliverables and, in particular, any acceptance of a Deliverable including a Third Party Product not prior approved by the Agency does not release the Subcontractor from its liability under this Contract to develop and deliver all Work Results free of any Third Party Product and does not constitute a waiver of the Agency of its rights under this Contract, e.g. claim for damages.

9. Copyright Information

The following copyright Information shall be included:

9.1 Documents

The following copyright statement shall be included on the first page following the cover page of any document, for which the Agency owns the Intellectual Property Rights:

"The copyright of this document is vested in the European Space Agency. This document may only be reproduced in whole or in part, stored in a retrieval system, transmitted in any form, or by any means electronically, mechanically, or by photocopying, or otherwise, with the prior written permission of the Agency."

The following copyright statement shall be included in the footer of each page (with the year stated as applicable), including the cover page, using a font size of 8:

"© Copyright European Space Agency, 20xx"

9.2 Software files

The Subcontractor shall insert the following copyright statement in all software files of its Work Results as a comment in the header:

"© Copyright European Space Agency, 20xx"

For both Documentation and software "xx" shall indicate each year, in which the document/software was created, modified and/or updated.

10. Modification of existing open source software

If the scope of a task under this Contract includes the modification of an open source software, the use of which has been approved by the Agency, and if not otherwise agreed in this Contract or a CCN to the Contract, the open source software shall be delivered to the Agency in its original and modified version under the original open source licence.

11. Trademarks

11.1 All product names, trademarks, Service marks, trade names, logos or other words or symbols identifying the products or Services of the Agency (collectively, the "Marks") are and will remain the exclusive property of the Agency, whether or not specifically recognized or perfected under the laws of the Member States.

11.2 The Subcontractor will not take any action that jeopardizes the DLR's proprietary rights whether registered or not, or acquire any rights in any state, in the Marks.

Electronically signed by the Parties to this Contract,

German Aerospace Center (DLR) e.V.

24.9.2025

23.9.2025

i.A. Bernhard Knopp

i.A. Jens Schreiber

Institute of Atmospheric Physics of the Czech Academy of Sciences

25.9.2025

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