

SUBCONTRACT AGREEMENT

Subcontract No 4 to ESA Contract No. 4000128461/19/NL/FC

DEEP SPACE GATEWAY - PLASMA PHYSICS PAYLOAD CONCEPTUAL DESIGN

between:

The **Centre National de la Recherche Scientifique, CNRS**

A public scientific and technological establishment duly organized and existing under the laws of France, registered under n°180 089 013 03720, with its registered office situated at 3 rue Michel-Ange 75794 Paris cedex 16, France, represented by its chief executive officer, ■■■. ■■■ who has delegated signing authority for this subcontract agreement, to the Regional Delegate of the Occitanie Ouest Delegation, **Mr. Christophe GIRAUD**,

CNRS is acting as the administrative supervisor of the Joint Research Unit n°5277, **Institut de Recherche en Astrophysique et Planétologie, IRAP**, managed by its Director Mr. Philippe LOUARN,

hereinafter referred to as “**CNRS-IRAP**” or the “**Prime Contractor**”,

of the one part, and:

the **Institute of Atmospheric Physics, Czech Academy of Sciences, IAP-CAS**

whose Registered Office is at: Bocni II 1401, 141 00 Prague 4, Czech Republic with registration VAT number: CZ68378289

represented by Zbynek Sokol, director,

hereinafter referred to as “**IAP-CAS**” or the “**Subcontractor**”,

of the other part,

The Contractor and the Subcontractor are called individually as “**Party**” and collectively as “**Parties**”.

Whereas:

CNRS-IRAP has submitted a proposal, Proposal No. IRAP/GATEWAY/ID/19001, to the Agency, with six (6) subcontractors: 1) Royal Belgian Institute for Space Aeronomy (BIRA-IASB) 2) Swedish Institute of Space Physics (IRF) 3) Astronomical Institute (ASU CAS) 4) IAP-CAS 5) scibit s.r.o. private company 6) University College London (UCL).

The project's title is: "**DEEP SPACE GATEWAY - PLASMA PHYSICS PAYLOAD CONCEPTUAL DESIGN - SP4GATEWAY**", hereinafter referred to as the "**Project**".

The European Space Agency, hereinafter referred to as "**ESA**" or the "**Agency**", has decided to grant the Project.

CNRS-IRAP and the Agency signed an agreement, reference to **ESA Contract No. 4000128461/19/NL/FC**, with regard to the Project, on 30 September 2019, hereinafter referred to as the "**Contract**".

ESA has undertaken to provide funding for the Project. The Contractor shall act as recipient of the funding for the Subcontractor. The total sum of the Contract amounts is to €196,482.00 payable to the Contractor in accordance with the Contract.

The Parties hereby confirm their intention to regulate their rights and obligations in accordance with the terms and conditions contained in this subcontract agreement, hereinafter referred to as the "**Subcontract Agreement**".

The following has been agreed:

ARTICLE 1 - SUBJECT OF THE SUBCONTRACT AGREEMENT – APPLICABLE DOCUMENTS

1.1 Subject of the Subcontract Agreement

The Subcontractor undertakes to perform the work described in the statement of work, hereinafter referred to as the “**Statement of Work**”, not attached hereto but known to both Parties, and in the Project, according to the Article 1 of the Contract and the Appendices 1 and 2 of the Subcontract Agreement.

1.2 Applicable Documents

The work described in the Statement of Work and in the Project shall be performed in accordance with the specific articles of the Subcontract Agreement, its Annex, its Appendices 1 to 5, and with the following documents, which constitute an integral part hereof and are listed in order of precedence in case of conflict:

- The specific articles of the **Subcontract Agreement** with its Appendices;
- The **Contract**, not attached hereto but known to both Parties; in that specific case, the Contract has to be read with the following modifications: the Agency is the Contractor, the Contractor is the Subcontractor and the Contract is the Subcontract Agreement, except for the provisions applying specifically to the Agency, the Contractor and the Subcontract Agreement;
- The **Statement of Work** with number **ESA-HRE-RP-DD-0002, issue 1, revision 0, dated 21/02/2019**, not attached hereto but known to both Parties, Appendix 1;
- The signed **minutes of the negotiation meeting** held on 5th September 2019 reference **ESA-IPL-PSH-FC-dp-MIN-2019-595, dated 05/09/2019**, not attached hereto but known to both Parties;
- The **Project, proposal No. IRAP/GATEWAY/ID/19001 dated 11 June 2019**, submitted by the Prime Contractor in response to the subject **ESA AO/1-9789/19/NL/FC**, not attached hereto but known to both Parties, Appendix 2;
- **General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, rev. 2**, not attached hereto but known to both Parties.

ARTICLE 2 – DURATION, DELIVERABLES AND SCHEDULED TIME TO PROVIDE THE DELIVERABLES

2.1 Duration

2.1.1 PROJECT START: upon signature of this Subcontract by both Parties with effect from the date of the kick-off meeting which is 16th of October 2019.

2.1.2 PROJECT DURATION: six months, from Project start until Final Review, and no more than twenty-four months (16/10/2019-15/04/2020)

2.1.3 PROJECT END: the notification of the Final Settlement by the Agency.

2.2 Deliverables

Delivery shall be considered as effected only when the relevant deliverable items are in the Agency's possession.

The Subcontractor shall, during the performance of the Subcontract Agreement, deliver all contributions to documentation, reports, software and data specified in Appendices 1 and 2 in electronic format, by e-mail or disk to the Contractor's responsible for the technical matters of the Project, as identified above. The Subcontractor's contributions will be incorporated into the documentation, reports, software and data to be delivered by the Contractor to ESA. The Subcontractor's contributions have to be done and provided in the respect of all the documents listed in Article 1.2 above.

The acceptance by the Agency of the deliverables shall be declared upon verification, by the Agency, that the work has been performed in compliance with the Agency's requirements and that the required results have been achieved. The said deliverables shall be considered as accepted in the absence of an explicit reaction in respect to the same, by the Agency and the Contractor, within one (1) calendar month counting from the time of submission for acceptance. The provisions of Article 5.5 of the Contract shall apply in this respect.

2.3 Scheduled time to provide the deliverables

The draft versions of the final documents (Final Presentation, Final Report and Summary Report) as defined in section 3.5 of Appendix 1 shall be submitted for approval, in electronic format, to the Contractor's responsible for the technical matters of the Project, as identified below, not later than March 2020.

The finalized versions thereof shall be issued not later than six (6) weeks after the approval of the draft versions, as specified in Appendix 1.

The Contract Closure Documentation, Appendix 1, Annex A, shall be delivered in one (1) signed set of documentation each, to the Agency's Authorised Representatives by the Contractor not later than the time of submitting the invoice for the Final Settlement.

ARTICLE 3 - PRICE AND PAYMENT

3.1 Price

3.1.1 The total price of this Subcontract Agreement amounts to:

9648 €
(Nine thousand six hundred and forty eight Euros)

3.1.2 The price of this Subcontract Agreement is stated to be a firm fixed price as defined in Clause 2.1 of the General Clauses and Conditions for ESA Contracts.

The Agency may decide that certain items produced or purchased under the Subcontract Agreement during its implementation, see Article 7 of the Contract, shall become ESA Fixed Assets. Such items shall be identified as becoming ESA Fixed Assets through the means of a Contract Change Notice.

3.1.3 The Subcontract Agreement price is exempt from VAT and/or excise duty in the Member States of ESA

3.1.4 The above amount shall be paid according to the following Payment Plan, which follows the payment plan from ESA to CNRS-IRAP, and within one month of presentation to the Subcontractor of the related invoice:

ID	Milestone	Description	Scheduled date to ESA	Estimated Date of payment	Amount for the Subcontractor
MS1	MS-1 Payment 1	Upon successful completion of WP1 and successful acceptance of all related deliverable items	15/12/2019	January-February 2020	3376.80€
MS2	MS-2 Payment 2	Upon successful completion of WP2 and successful acceptance of all related deliverable items	15/03/2020	April-May 2020	4824€
MS3	MS-3 Payment 3	Upon the Agency's acceptance of all deliverable items due under the Contract and the Subcontract Agreement and the Subcontractor's fulfilment of all other contractual obligations including submission the signed Contract Closure Documentation	15/04/2020	May-June 2020	1447.20€

	Total				9648 €
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3.2 Payments

All payments to the Subcontractor by the Contractor shall be made within one month of presentation to the Contractor of the deliverables as described herein and according to the provisions herein, and if the Contractor received the payment from the Agency:

PROGRESS PAYMENTS:

- Milestone Achievement Confirmation (MAC) 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 above;
- and
- Invoice.

FINAL SETTLEMENT:

- Confirmation, submitted by the Subcontractor with supporting documentation as necessary. The supporting documentation shall justify the actual achievement of the milestone(s) as defined in the Payment Plan above;
- and
- Invoice;
- and
- Delivery, and acceptance by the Agency, of all due items and fulfilment of all other obligations in accordance with the terms of the Contract and the Subcontract Agreement;
 - Signed Contract Closure Documentation using the template provided in Appendix 1, Annex A.

3.2.4 The Contractor shall be responsible for making the above payments to the Subcontractor for this Subcontract in a timely and proper manner in accordance with the applicable law.

For the implementation of Article 3.2 of the Subcontract Agreement, the Subcontractor submits invoices with justifying documentation as required by the Subcontract Agreement to:
XXXXXXXXXXXXXX

The payment is effective only if the Contractor has been paid by the Agency.

Payments shall be made by the Contractor 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 Contractor on time if the Contractor's orders of payment reach the Contractor's bank.

Subcontractor's bank account information:

Bank: XXXXXXXXXX
SWIFT (BIC): XXXXXXXXXX
IBAN (EUR) XXXXXXXXXX

ARTICLE 4 - THE PARTIES' REPRESENTATIVES

4.1 All correspondence for the Contractor shall be addressed to:

For technical matters:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

IRAP
9, avenue du Colonel Roche
BP 44346
31028 Toulouse Cedex 4
France

For contractual matters:

XXXXXXXXXXXX
CNRS - Délégation Occitanie Ouest
Service Partenariat et Valorisation
16 avenue Edouard Belin
BP 24367
31055 Toulouse Cedex 4
France

XXXXXXXXXXXX
XXXXXXXXXXXX

with a copy to:
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

IRAP
9, avenue du Colonel Roche
BP 44346
31028 Toulouse Cedex 4
France

For financial matters:

XXXXXXXXXXXX
CNRS - Délégation Occitanie Ouest
SFAC - PCR
16 avenue Edouard Belin
BP 24367
31055 Toulouse Cedex 4
France
XXXXXXXXXXXX

with a copy to:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

IRAP
9, avenue du Colonel Roche
BP 44346
31028 Toulouse Cedex 4
France

4.2 All correspondence for the Subcontractor shall be addressed to:

For technical matters:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

with a copy to:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

and:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

Institute of Atmospheric Physics, Czech Academy of Sciences
Department of Space Physics
Bocni II 1401
141 00 Praha 4
Czechia

For contractual and administrative matters:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

with a copy to:
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

Institute of Atmospheric Physics, Czech Academy of Sciences
Department of Space Physics
Bocni II 1401
141 00 Praha 4
Czechia

ARTICLE 5 – APPLICABLE LAW AND DISPUTE RESOLUTION

5.1 The language of the Subcontract Agreement and of all communications shall be English. The Subcontract Agreement shall be governed by the laws of France.

5.2 The competent courts shall be the courts of France. In the event of a dispute, the Parties agree to negotiate in good faith in order to reach an amicable settlement.

Failing an amicable settlement, any dispute between the Parties arising from the formation, performance or interpretation hereof shall be submitted to the exclusive competence of the courts of France.

ARTICLE 6: THE PROVISIONS OF THE CONTRACT

All the provisions of the Contract that have not been modified by the specific provisions of the Subcontract Agreement fall within the scope the Subcontract Agreement.

The Subcontractor undertake to perform its obligations under the Subcontract Agreement in accordance and with respect of the specific provisions of the Contract from the Article 5.2 to the Article 5.6.

The Subcontractor have to respect and apply the provisions regarding Intellectual Property Rights of the Contract.

The Subcontract Agreement is entered the framework of the International Space Station. In this context, ESA reserves the right, within the scope of the International Space Station Cooperation, to transfer the use of all and any intellectual property and associated rights which ESA itself has under the Subcontract Agreement, at similar conditions, to all partners of the International Space Station cooperation, and/or to their public or private institutions or enterprises that participate in any capacity in the International Space Station programme, referred to as

“Beneficiaries”, to the extent required for the needs of carrying out ESA undertakings under the relevant Arrangements (IGA and MOU).

The Subcontractor has to work with the Contractor and the other Subcontractors to assist the Contractor in the implementation of the Project and its success, especially when the obligations of the Contractor arising from the Contract can't be provided without the worked performed by the Subcontractor.

Done and signed in two (2) copies.

On behalf of the Contractor, Toulouse, France,

02 / 12 / 2019

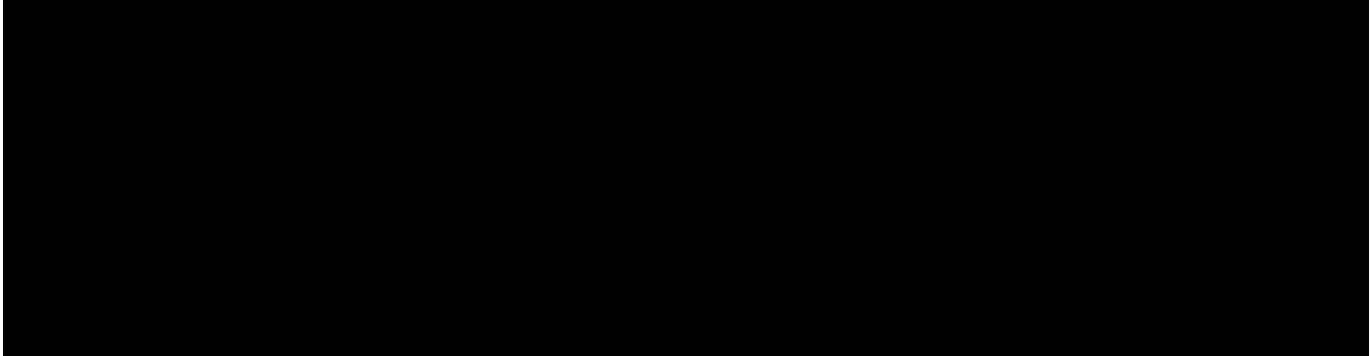
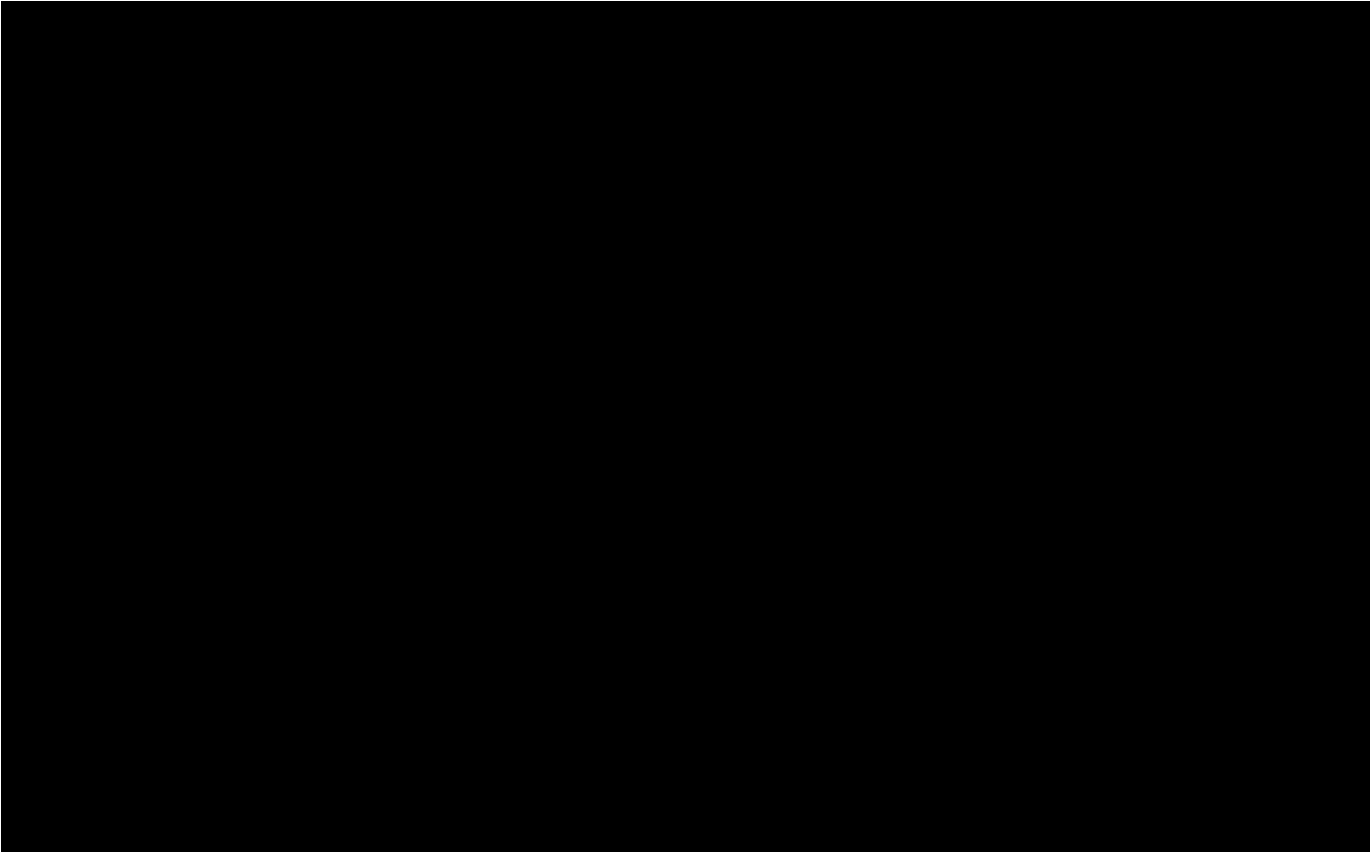
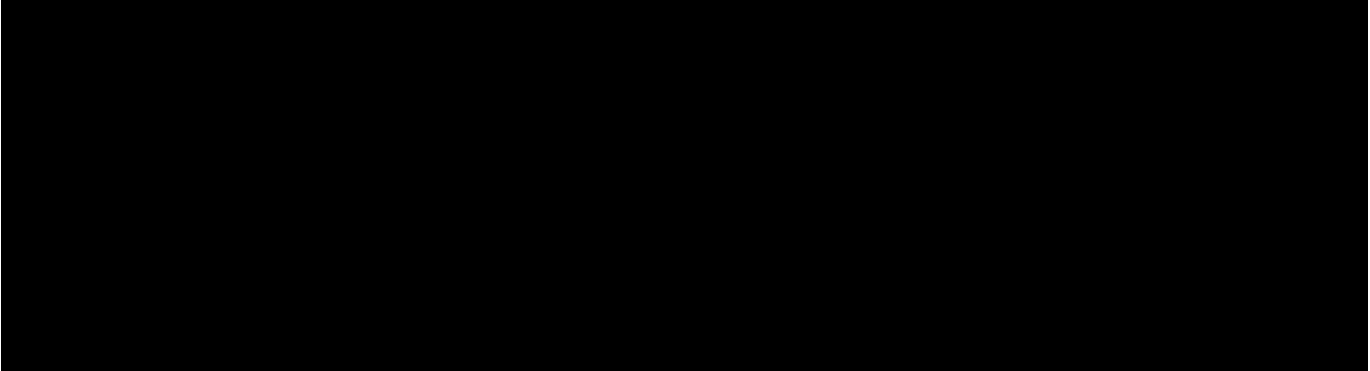
Christophe GIRAUD

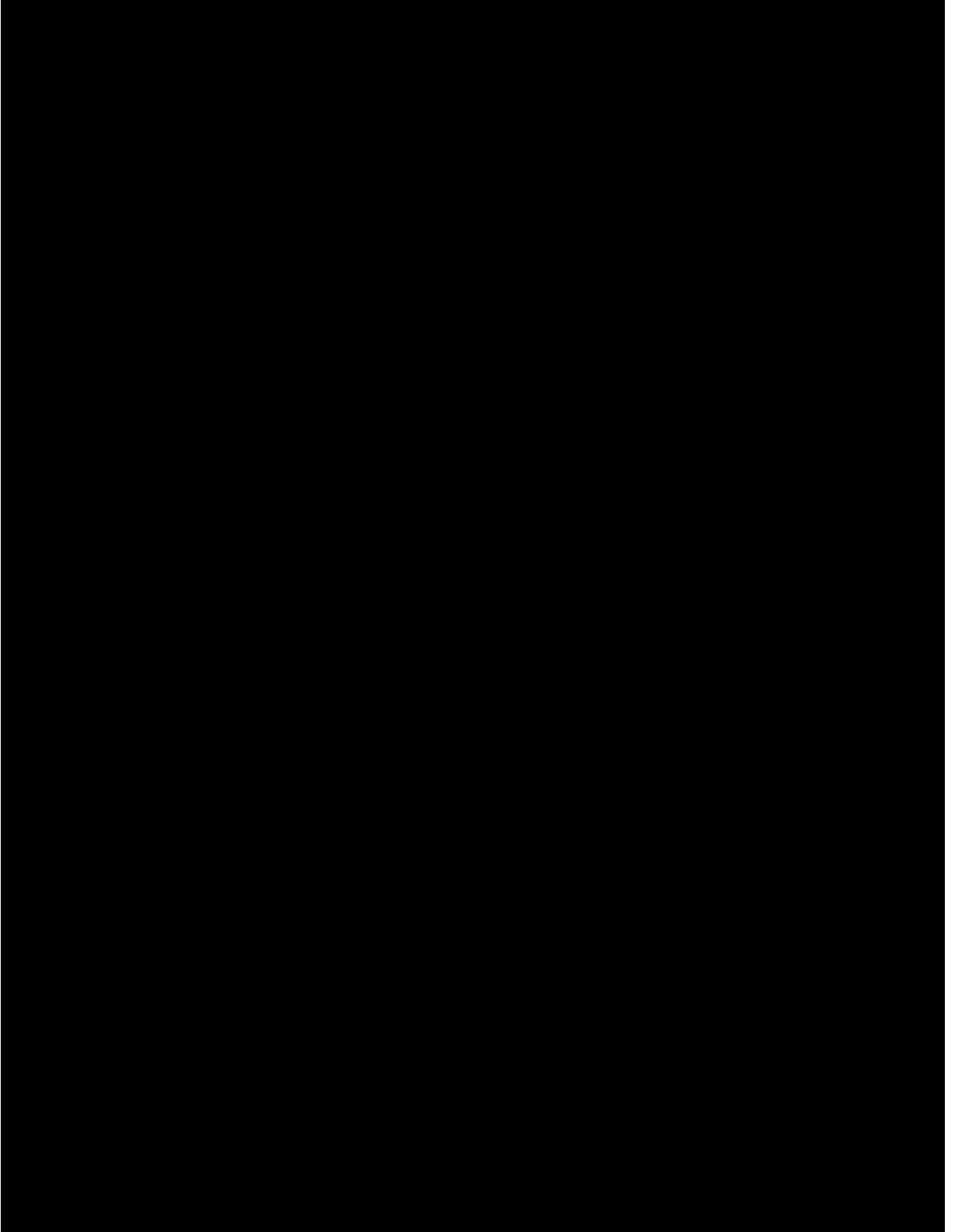
Délégué Régional
CNRS - Délégation Occitanie Ouest

On behalf of the Subcontractor in *Prague, Czech Republic*, on this day,
___ / ___ / 2019

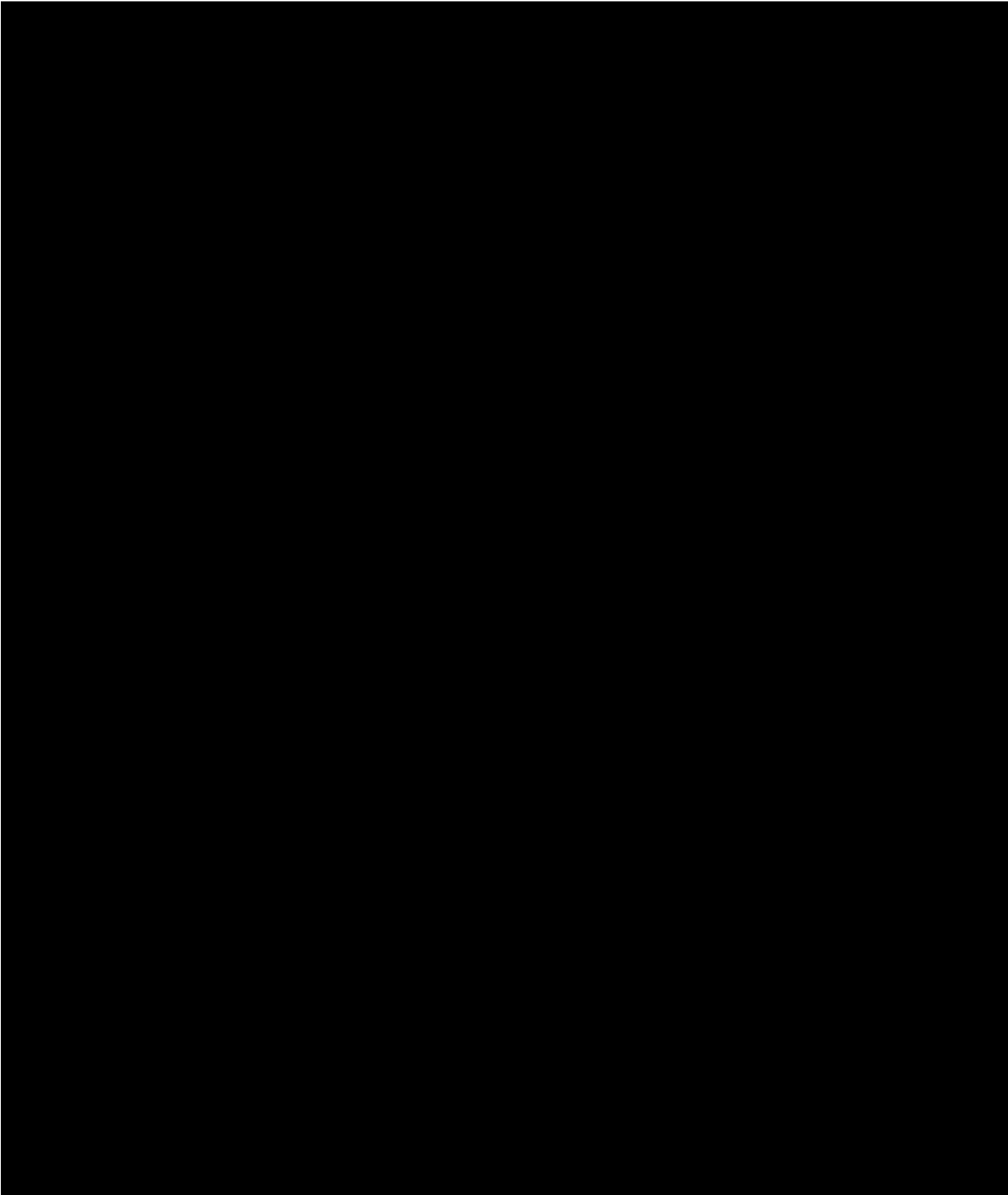
ANNEX : PERSONAL DATA PROCESSING

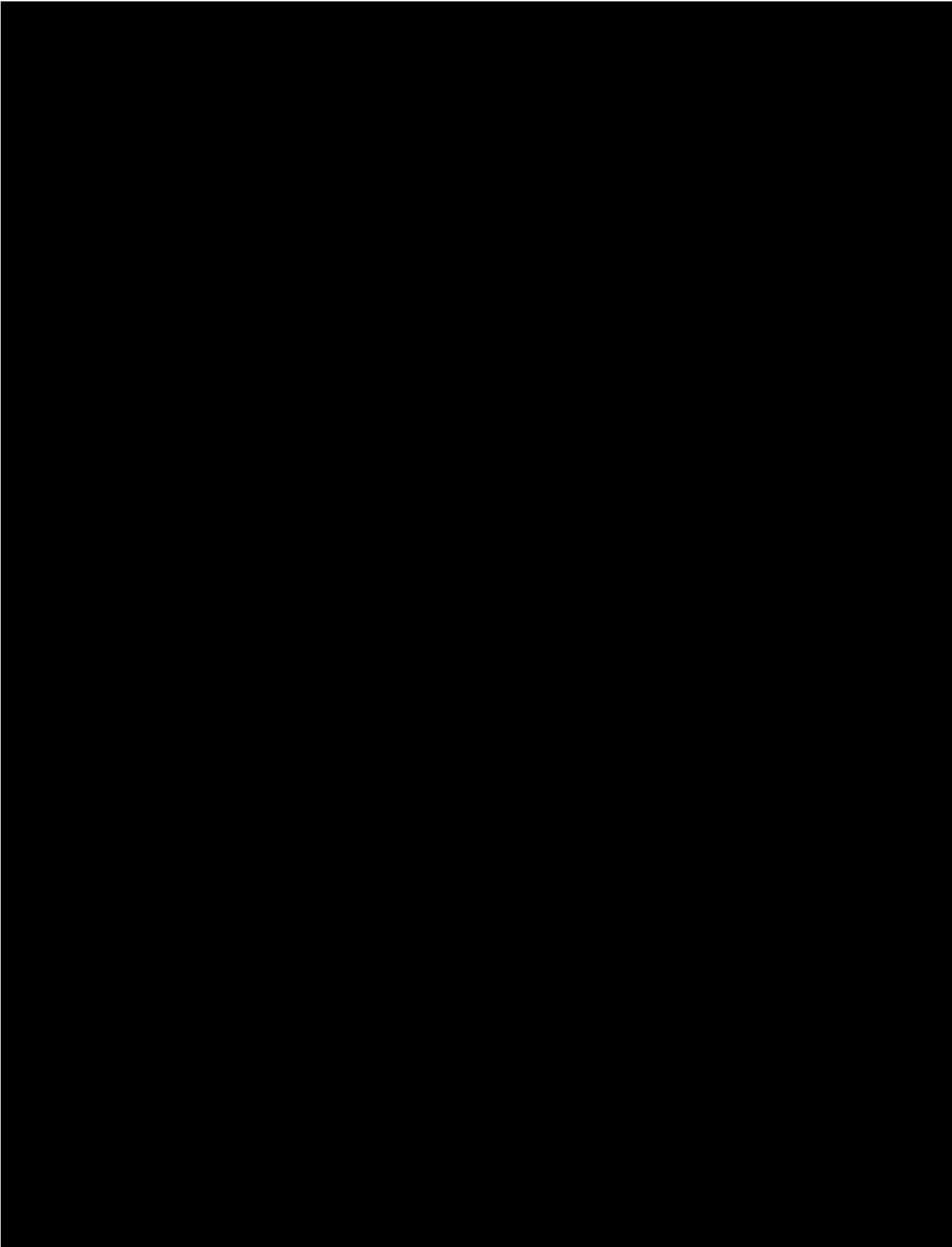
This Annex is a part of the Contract and so it falls within the scope of the Subcontract Agreement.

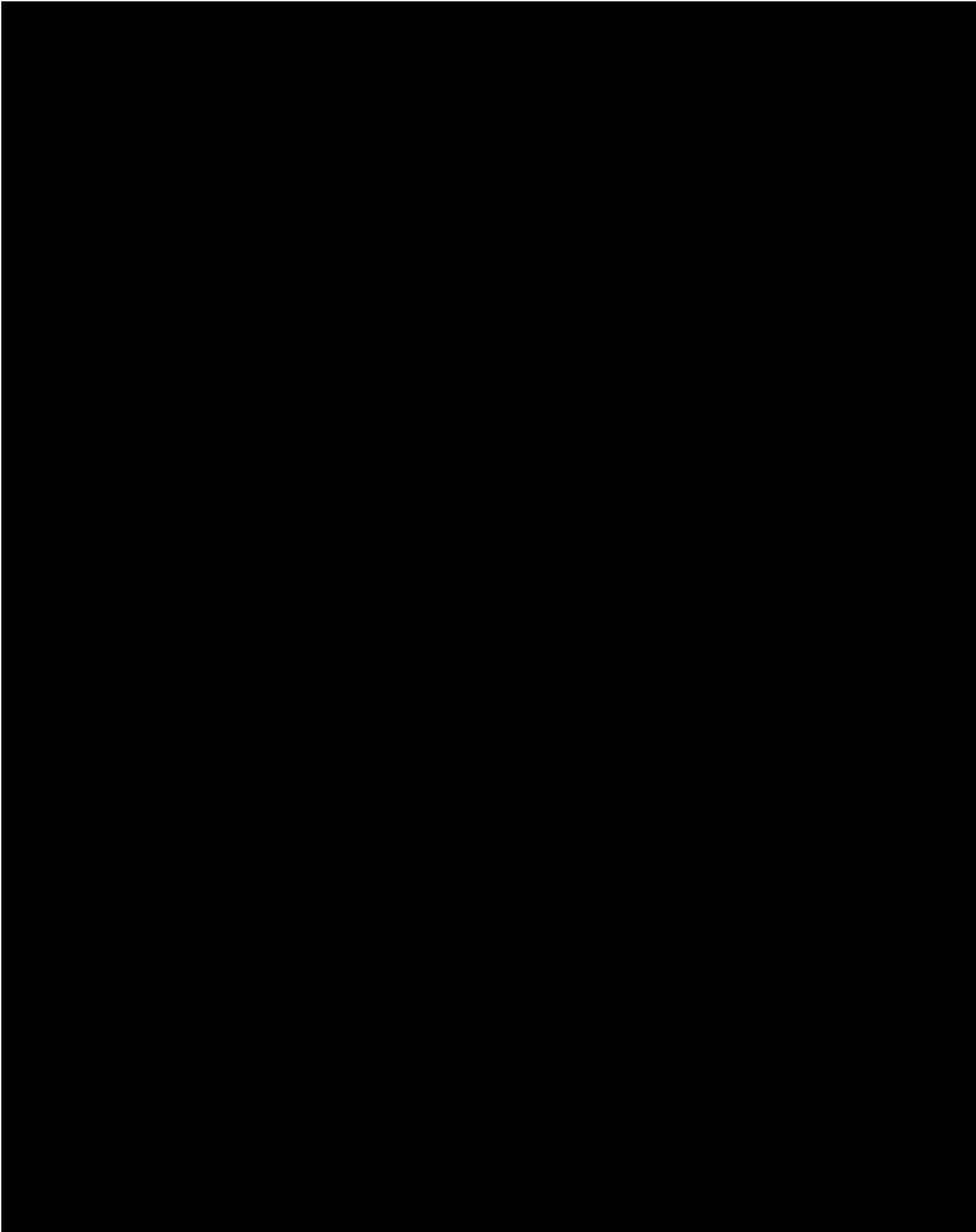


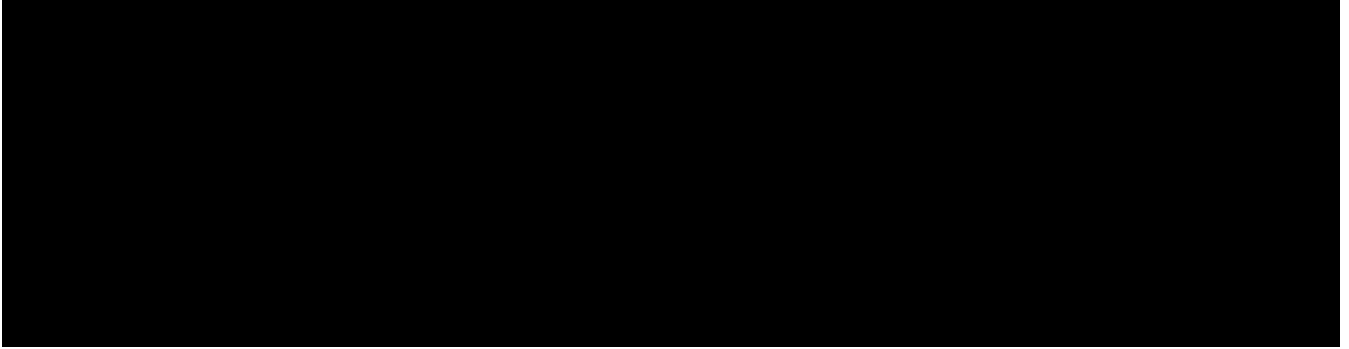


Personal Data exchanged by the Parties







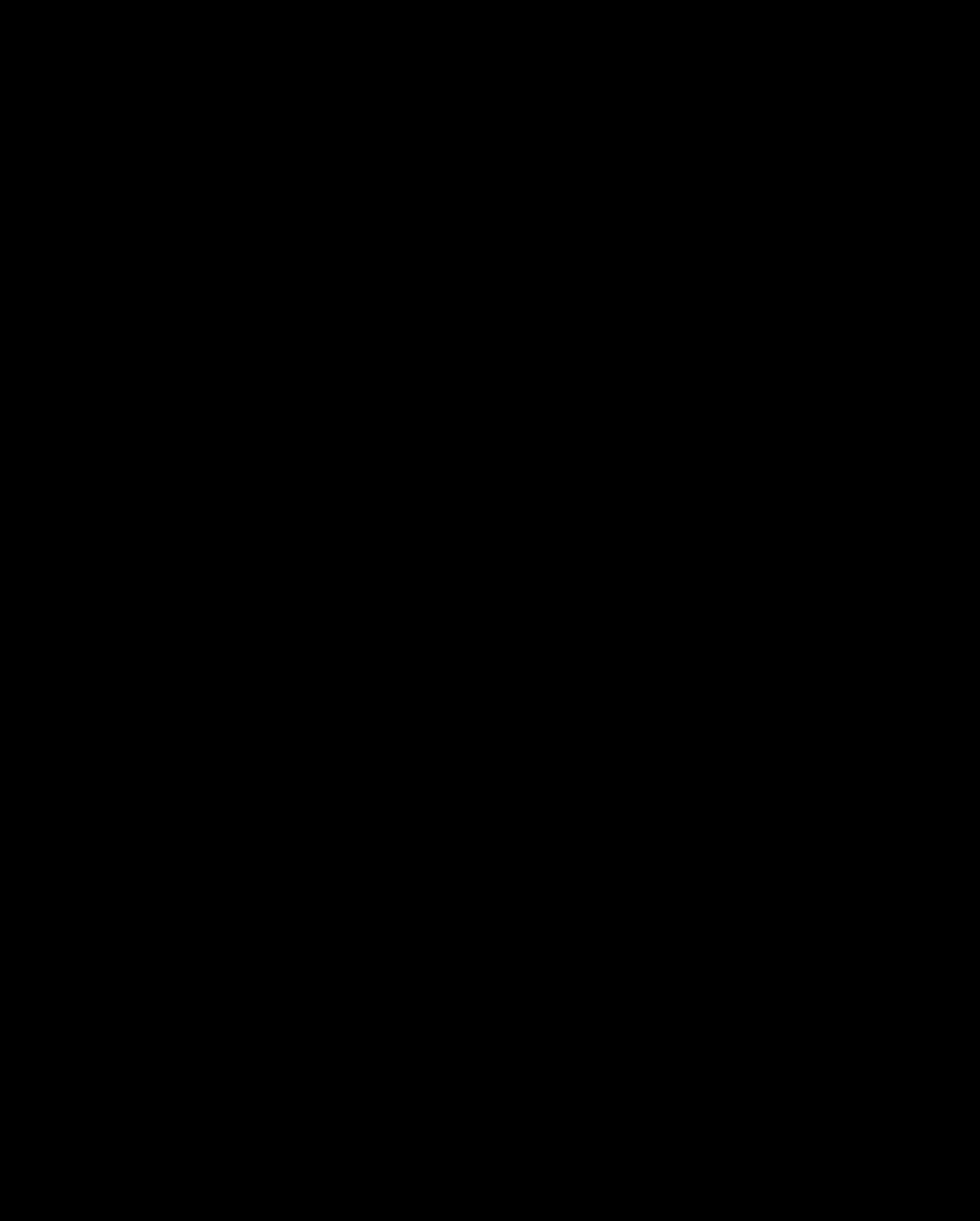


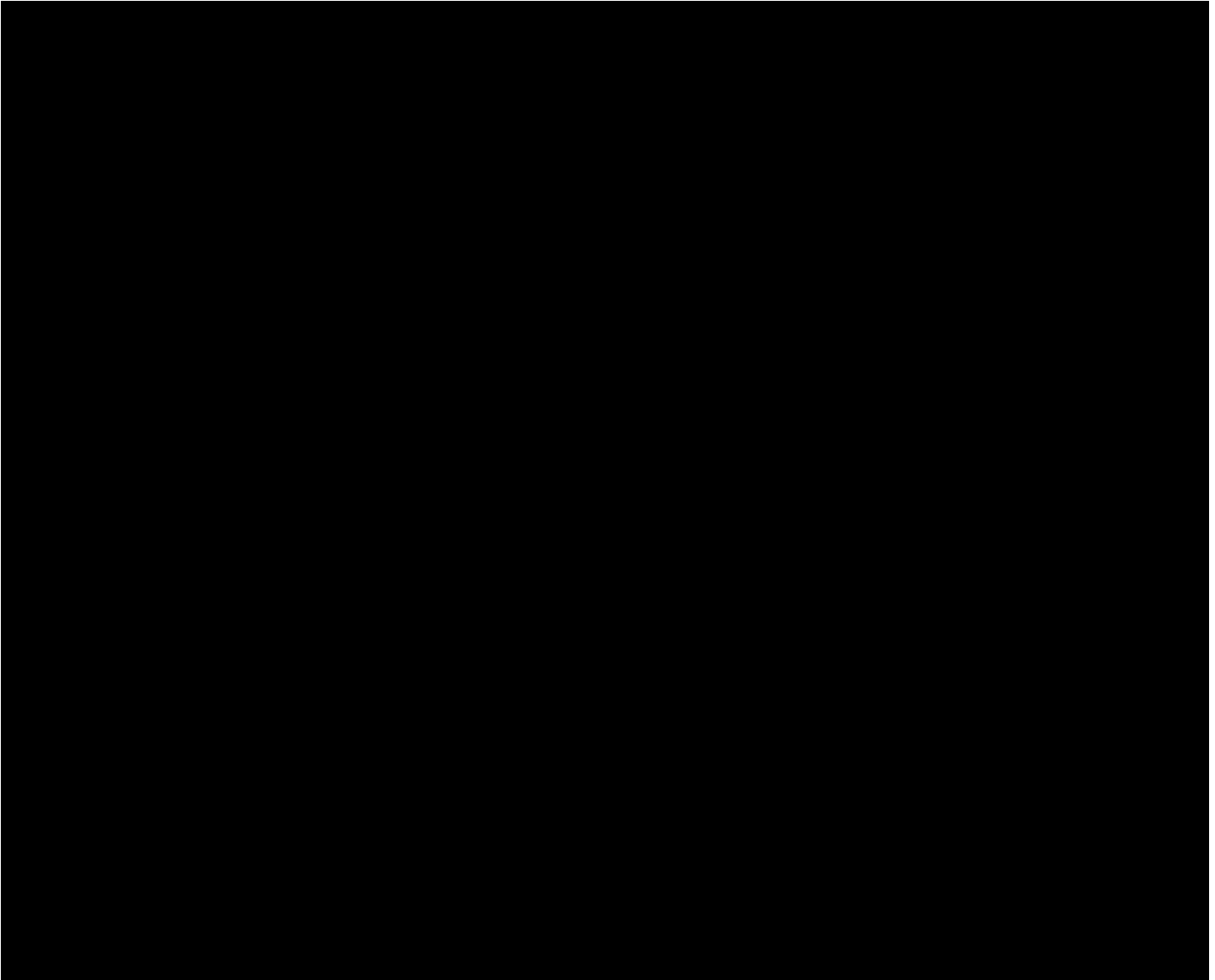
APPENDIX 1: THE STATEMENT OF WORK
Not attached hereto but known to both Parties

APPENDIX 2: THE PROJECT

Not attached hereto but known to both Parties

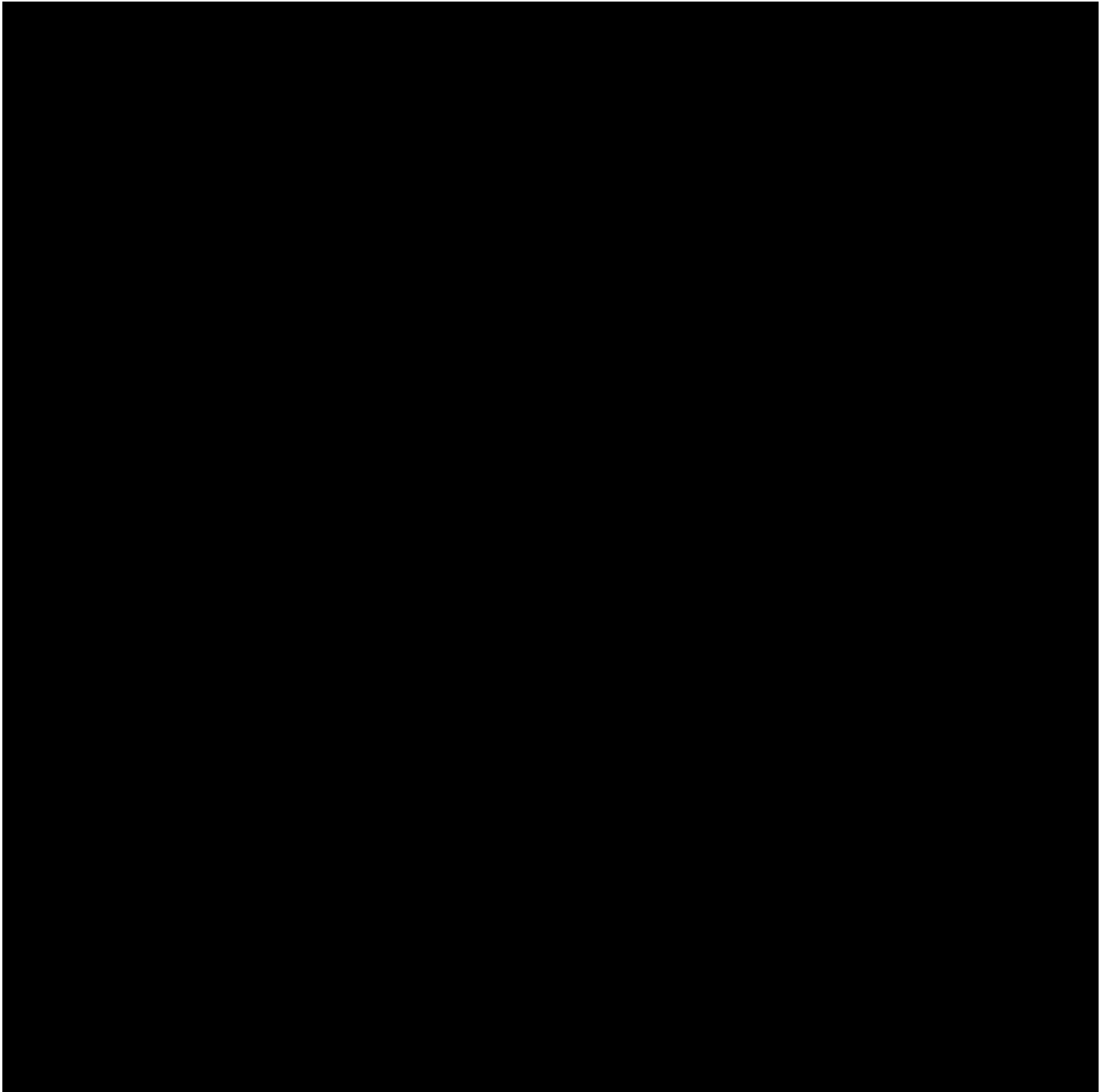
APPENDIX 3: INVENTORY/FIXED ASSET RECORD





Chyba! Neznámý název vlastnosti dokumentu. Chyba! Neznámý název vlastnosti dokumentu.

Subcontract Agreement 4
ESA Contract No. 4000128461/19/NL/FC



CNRS – DELEGATION OCCITANIE OUEST IRAP	DIRECTORATE:	Subcontractor:
		Contract No.: 4000128461/19/NL/FC
CONTRACT CHANGE NOTICE No.		DATE:
TITLE OF AREA AFFECTED (WORK PACKAGE ETC):		WP REF:
		INITIATOR OF CHANGE:
DESCRIPTION OF CHANGE		
REASON FOR CHANGE		
PRICE BREAKDOWN (Currency)/PRICE-LEVEL		
EFFECT ON OTHER CONTRACT PROVISIONS		START OF WORK
		END OF WORK
SUBCONTRACTOR'S PROJECT MANAGER:	SUBCONTRACTOR'S CONTRACTS OFFICER:	
DATE:	DATE:	
[DISPOSITION RECORD OR OTHER AGREED CONDITION RECORDED WITH THE CCN APPROVAL]		
CONTRACTOR TECHNICAL OFFICER:	CONTRACTOR OFFICER:	
DATE:	DATE:	

APPENDIX 5: ISS INTERGOVERNMENTAL (IGA) PROVISIONS

