	DIRECTORATE OF SCIENCE	Contractor: Institute of Atmospheric Physics CAS
		Contract No.: 4000114275/15/NL/CB
CONTRACT CHANGE NOTICE No. 3		DATE: 18/01/2021
TITLE OF AREA AFFECTED (WORK PACKAGE ETC): Delivery of the Calibrated Datasets from the Cluster WBD Instruments received at the Panska Ves TM station during years 2020-2021 for the Cluster Active Archive (CAA)		WP REF: WP 1- WP 3
		INITIATOR OF CHANGE: ESA
DESCRIPTION OF CHANGE 1.The Contractor shall provide technical assistance for the period 1 January 2021 – 31 December 2022 in the form and content defined in the Statement of Work Ref. CAA-WBD-SOW-001, Issue 1, Rev. 3, dated 05 March 2015, not attached hereto, but known to both Parties;  2. Update of the contractual provisions as per Annex 1. For the avoidance of doubt, all contractual provisions not otherwise amended by the provisions of Annex 1 remain the same.		
REASON FOR CHANGE Extension of the technical assistance in support of the Cluster Active Archive (CAA), and delivery of the Calibrated datasets from the Cluster WBD instruments for the CAA, until 31 December 2022.		
PRICE BREAKDOWN (Currency)/PRICE-LEVEL  The price of the current CCN 3 is 140,000 ( <i>One Hundred Forty Thousand</i> ) EURO broken down as follows: <ul style="list-style-type: none"> <li>• 140,000 EURO Firm Fixed Price;</li> </ul> The Limit of Liability (LoL) remains unchanged. However, the unspent LoL already released under previous CCNs will remain available to cover travel costs until December 31, 2022, under Cost Reimbursement conditions. The unspent LoL amounts to 13,439.87 EUR at the time of the signature of this CCN.  Milestone Payment Plan as per Annex 1 hereto.		
EFFECT ON OTHER CONTRACT PROVISIONS See Annex 1 attached hereto.		START OF WORK 1 <sup>st</sup> January 2021
		END OF WORK 31 <sup>st</sup> December 2022
CONTRACTOR'S PROJECT MANAGER:	CONTRACTOR'S CONTRACTS OFFICER:	
DATE:	DATE:	
ESA TECHNICAL OFFICER:	ESA CONTRACTS OFFICER:	
DATE:	DATE: 3.2.2021	

## ANNEX 1

### Changes to Contract 4000114275/15/NL/CB (“the Contract”)

#### **ARTICLE 1 – Subject of the Contract**

The work to be undertaken under this CCN 3 shall be performed in accordance with the following documents, listed in order of precedence, in case of conflict:

- 1) The present CCN 3, its PDCC Annex and its Annex 1 (Changes to Contract 4000114275/15/NL/CB);
- 2) The terms and conditions of the Contract and its Appendix 1 - the Statement of Work Ref. CAA-WBD-SOW-001, Issue 1, Rev. 3, dated 05 March 2015.

#### **ARTICLE 2 – Delivery requirements; Place and date of delivery**

The duration of the Contract is hereby extended by an additional 24 months, up to and including **December 31, 2022**.

The draft version of the Final Report shall be submitted for approval to the Agency’s Technical Officer not later than **31 December 2022**.

The finalised version thereof shall be issued not later than four (4) weeks after the approval of the draft versions, in two (2) paper copies and in one copy on CD-ROM to the Agency’s Technical Officer.

2.1.6. For the purpose of this Contract “Force Majeure” means an event which is, unforeseeable, unavoidable and external at the time of Contract signature, occurs beyond the control of the affected Party and renders the performance of the Contract impossible for the affected Party, including but not limited to: Acts of God, Governmental Administrative Acts or omissions, consequences of natural disasters, epidemics, war hostilities, terrorist attacks.

In the event of an alleged delay in delivery due to Force Majeure, the Contactor shall report to Agency the Force Majeure event and its immediate consequences within one (1) week after its occurrence. The Contractor shall bear the burden of proof for the existence, duration, and consequences of Force Majeure, such proof to be provided within one (1) month from the occurrence of the Force Majeure event.

In case of Force Majeure, the Contractor shall not be considered at default and its obligations under the Contract shall be suspended during the Force Majeure event. The Contractor shall make reasonable efforts to mitigate the impact on the schedule and the performance of its contractual obligations.

In case of Force Majeure, an extension of the time-limit for execution or a postponement of delivery dates shall be granted in writing by the Agency.

If the delay due to the Force Majeure exceeds three (3) months, the Parties are entitled to terminate the Contract by giving not less than two (2) months' written notice to the other Party, unless the Parties agree to modify the Contract in order to take into account the effects of the Force Majeure.

In case of termination due to Force Majeure the Agency shall take over from the Contractor at a fair and reasonable price all finished parts not yet delivered to the Agency, all unused and undamaged material, bought-out components and items in the course of manufacture in the possession of the Contractor and properly obtained by or supplied to the Contractor for the performance of the Contract, except such materials, bought-out components and items in the course of manufacture as the Contractor shall, with the agreement of the Agency, elect to retain.

The Agency shall in no circumstances be liable to pay any sum which, when added to the other sums paid, due or becoming due to the Contractor under the Contract, exceeds the total price for the work set forth in the Contract. No other payments, compensation or indemnities shall be due by the Agency to the Contractor.

Either Party may implement Article 2.1.6 should unknown consequences of the Covid-19 outbreak at the time of signature of the present Contract affect the performance of its obligations, despite such event being known to the Parties at the time of Contract signature.

### **ARTICLE 3 - Price**

3.1 The total price of the Contract amounts to:

468,000 EURO  
(Four Hundred Sixty-Eight Thousand EURO)

For the purposes of work to be performed under this CCN 3 the firm fixed price is hereby increased from:

300,000 EURO  
(Three Hundred Thousand EURO)

by:

140,000 EURO  
(One Hundred Forty Thousand EURO)

to a revised total firm fixed price of:

440,000 EURO  
(Four-Hundred Forty Thousand EURO)

The limit of liability for travel costs remains unchanged.

**ARTICLE 4 – Payments and Invoicing**

4.2 The following payment plan for the Firm Fixed Price element of this Contract Change Notice 3 is agreed:

<b>MILESTONE DESCRIPTIONS</b>	<b>SCHEDULE DATES</b>	<b>PAYMENTS TO CONTRACTOR</b>
Progress (MS 1): Upon review and acceptance of data products for the period January-December 2020	31 December 2021	70,000 EURO
Final Settlement (MS 2): Upon review and acceptance of the final versions of the data products for the period January-December 2021 and upon the Agency’s acceptance of all deliverable items due under this CCN and the Contractor’s fulfilment of all other contractual obligations of the Contractor including submission of the Contract Closure Documentation	31 December 2022	70,000 EURO
<b>TOTAL</b>		<b>140,000 EURO</b>

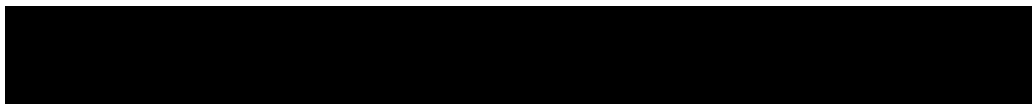
Payments under Cost Reimbursement conditions for travel expenses shall be made as invoiced and according to the provisions of Article 4 of the Contract.

**ARTICLE 5 – Specific Provisions**

5.1.1 All correspondence for the Agency shall be addressed as follows:


ESAC –European Space Astronomy Centre  
Camino Bajo del Castillo s/n  
28692 Villanueva de la Cañada (Madrid), Spain

a) for technical matters to:



b) for contractual and administrative matters (with the exception of invoices as mentioned in Article 4.1) to:

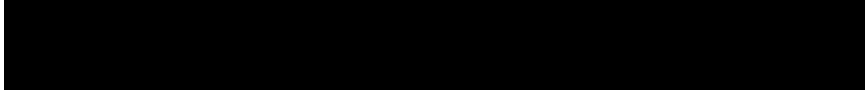


c) Personal Data Protection matters shall be addressed to the ESA Data Protection Officer at the following email address: 

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

Department of Space Physics  
Institute of Atmospheric Physics of the Czech Academy of Sciences  
Bocni II/1401  
CZ-14131 Praha 4, Czechia

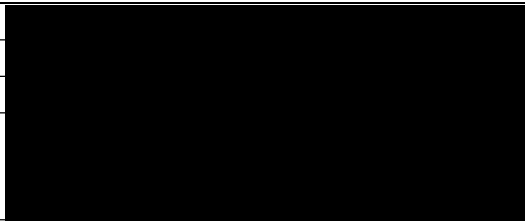
a) for technical matters to:



b) for contractual and administrative matters to:



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

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

5.1.3. Communications related to the Contract affecting its terms and conditions shall only bind the Parties, if signed by the Agency's and the Contractor's duly Authorised Representatives.

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.

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