

Iguassu Collaboration Agreement No. EON-IGU-SUB-001

with

North-Bohemian Observatory and Planetarium in Teplice

S1-SC-09 - Support of the development of
sensors, joint test and operation of a
European Optical Network

COLLABORATION AGREEMENT

Between:

Iguassu Software Systems a.s.
(hereinafter called “the Contractor” or “Iguassu Software”),

whose Registered Office is at:
Evropská 120,
Dejvice,
160 00 Praha 6,
Czech Republic

represented by: Mr Petr Bareš, its Managing Director,

of the one part,

and:

North-Bohemian Observatory and Planetarium in Teplice
(official name “Severočeská hvězdárna a planetárium v Teplicích, příspěvková organizace”,
hereinafter called “the Subcontractor” or “North-Bohemian Observatory and Planetarium in
Teplice”),

whose Registered Office is at:
Koperníkova 3062,
415 01 Teplice,
Czech Republic

represented by: Mr Zdeněk Moravec, its director,

of the other part,

the following has been agreed:

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1 DEFINITIONS

Capitalized terms in this Agreement shall have the following meaning:

1. **Agreement** – hereby Subcontractor Cooperation Agreement.
2. **Agency** – European Space Agency being intergovernmental organization, located at 24 rue du Général Bertrand, CS 30798, 75345 Paris CEDEX 7, France.
3. **ESA Contract** – a separate agreement between Sybilla Technologies and Agency, basing on which, Sybilla provides project's results to the Agency.
4. **GCC** – General Clauses and Conditions for ESA Contracts (document named ESA/C/290, rev. 6) – a document created by the Agency, which has a supplementary purpose to ESA Contract and describes details of cooperation between the Agency and Sybilla in regard to ESA Contract.
5. **ESA Fixed Assets** – Record of the Agency's assets.
6. **SCN** – Subcontract Change Notice - modifications to the Agreement in a form of a separate document.
7. **Documentation** – means all media on which information or data of any description is recorded including all paper documents, and electronic communications whether in electronic or hard copy form.
8. **Deliverable** – any item to be delivered to Sybilla as specified in the Agreement or any other relevant document. This includes all Work Results and may include further items which are explicitly listed in the Agreement and/or other documents.
9. **Effective Observation Hours** – Observation hours which produced TDM or at least 3 FITS files every 15 minutes.
10. **Work Results** - all results of the Subcontractor's work rendered under this Agreement and/or a SCN to this Agreement.
11. **Intellectual Property Rights** – means all registered intellectual property rights, and all unregistered intellectual property rights granted by law without the need for registration with an authority or office including all rights in information, data, blueprints, plans, diagrams, models, formulae and specifications together with all copyright, unregistered trademarks, design rights, data base rights, topography rights, know-how and trade secrets or equivalent rights or rights of action anywhere in the world.
12. **Background Intellectual Property** – means all Intellectual Property Rights not developed under contract with the Sybilla, Iguassu or the Agency either prior to or during execution of the Agreement which are used by Sybilla and/or the Agency to complete the Agreement or required for use of any product, application or result of the Agreement.
13. **Third-Party** – any party other than the Agency, Sybilla, Iguassu or Subcontractor.
14. **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 Sybilla does not have the full usage, exploitation and distribution rights. For the avoidance of doubt, Third-Party Product shall also include any existing software and associated items of the Subcontractor or of his sub-contractors.
15. **Sybilla** – Sybilla Technologies Spółka z ograniczoną odpowiedzialnością with its registered office in Bydgoszcz, address: Toruńska 59, 85-023 Bydgoszcz, Poland. Sybilla is the main contractor with ESA for the activities described in this agreement.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2 SUBJECT OF THE AGREEMENT

2. Subject of the Agreement

- 2.1. Under the Agreement, the Subcontractor, as further described in the Statement of Work in Appendix 2, undertakes to collaborate in order to perform the ESA Contract No. 4000136665/21/D/MRP S2P S1-SC-09 Support of the development of sensors, joint test and operation of a European optical network, "EON", to deliver **133 effective observation hours** and to connect SHOT into the EON. These activities shall be performed within the WPs as specified in the Sybilla's proposal, mentioned in point 3.4.5 of the Agreement.
- 2.2. The Subcontractor hereby declares that they are in possession of necessary tools, knowledge, staff, and experience in order to carry out their duties diligently and professionally stemming from the Agreement.
- 2.3. The scope of the Subcontractor's activities mentioned above in point 2.1 of the Agreement shall be described in detail in Statement of Work being an Appendix 2 to the Agreement.
- 2.4. The end-goal of the Agreement is to provide the Agency with products and services meant to popularize and move forward space exploration and research of space related technologies. As such, the Parties are obliged to continuously cooperate in order to ensure proper realization of the Agency's goals. In case of any doubts arising from the performance of this Agreement, the Parties shall act in a way which will be corresponding to the Agency's requirements, especially described in the GCC or ESA Contract.

3 DETAILS OF COOPERATION

3. Details of Cooperation

- 3.1. The Subcontractor shall, during the performance of the Agreement, deliver all the Documentation and reports specified in Appendix 2, in the required number of paper copies and in an electronic file. These shall be sent to the Iguassu's Technical Officer mentioned in point 6 of the Agreement, unless otherwise specified, in accordance with the following specific provisions:
 - 3.1.1. 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 original (WORD) format, to the Iguassu's Technical Officer not later than the delivery dates specified in such Appendix 2.
 - 3.1.2. the finalized versions thereof shall be issued in electronic searchable, indexed and not encrypted PDF and original (WORD) format not later than four (4) weeks after the approval of the draft versions and shall be sent by email to Iguassu's Technical Officer.
 - 3.1.3. with making the Deliverable available to Iguassu, the Subcontractor shall create and attach a delivery note to the Deliverables which will:
 - 3.1.3.1. state that the Deliverables do not contain any non-approved Third-Party Product,
 - 3.1.3.2. include a list of all approved Third-Party Products (name and version) included in the Deliverables,
 - 3.1.3.3. include a list of all approved reused pre-existing software which originally belongs to the Subcontractor,
 - 3.1.3.4. include a list of all Work Results included in the Deliverables.
 - 3.1.4. 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 Sybilla does not release the Subcontractor from its liability under the Agreement to develop and deliver all Work Results in a way required

by the Agreement, and does not constitute a waiver of Sybilla's rights under the Agreement, e.g. claim for damages. Such Deliverables are not in conformity with the Agreement and cannot be accepted by the Sybilla.

- 3.2. Deliverable Software – not applicable.
- 3.3. Deliverable Hardware – not applicable.
- 3.4. The work shall be performed in accordance with the following documents, listed in order of precedence, in case of a dispute or conflict:
 - 3.4.1. The Articles of this Contract and its Appendix 1 (Payment Plan and Advance Payment(s) and other Financial Conditions);
 - 3.4.2. GCC – The General Clauses and Conditions for ESA Contracts, reference ESA/REG/002, rev. 2, not attached hereto but known to both Parties and available on <http://emits.sso.esa.int/emits/owa/emits.main>) “reference the Documentation” – “administrative documents”, as amended by the Agreement,
 - 3.4.3. Appendix 2 hereto: The Statement of Work, reference The Statement of Work, reference ESA-S2P-SD-SOW-0011, issue 1, revision 0, dated 23.03.2021;
 - 3.4.4. The signed Minutes of the negotiation meeting held on 2nd November 2021 and 11th November 2021 including the answers to the negotiation points; not attached hereto but known to both Parties;
 - 3.4.5. The Sybilla's Proposal reference S1-SC-09-EON, issue 1, revision 0, dated 14.06.2021.
- 3.5. In scenarios where the documents listed in point 3.4 of the Agreement, mention the Agency as a subject of certain rights and duties, under the Agreement, Sybilla shall be understood as the Agency in regard to those specified rights and duties and Subcontractor shall be considered as the Agency's Contractors. This means that any rights or obligations of Agency within these documents shall be considered as rights and obligations of Sybilla, and rights or obligations of Contractor within these documents shall be considered as rights and obligations of Subcontractor, as for purposes of cooperation of Parties.
- 3.6. The Parties hereby declare to continuously cooperate and properly communicate in regard to performance of the Agreement, especially the Parties shall communicate all doubts or requests in order to ensure proper realization of the Agreement.
- 3.7. Workmanship of all Work Results performed by the Subcontractor shall conform with the modern technical standards required for first class work and shall be strictly in accordance with the technical specifications in the Agreement and its Appendices.
- 3.8. Any changes of the Agreement have to be done in form of the SCN. Only changes agreed in accordance with SCN are deemed valid changes of the Agreement.
- 3.9. Due to the fact that, according to Clause 31 and 32 of GCC, the Agency can at any time, partially or fully, terminate agreements with Sybilla, even without Sybilla's fault, the Parties hereby agree that in such a case as described above, the Subcontractor shall not hold Sybilla liable for the Agency's termination of agreements with Sybilla which would in turn make performance of the Agreement incredibly difficult or impossible. Moreover, the Subcontractor shall, upon scenario described in this point, transfer all results of their work to Sybilla, pursuant to provisions of point 8 of the Agreement. If the ESA Contract is terminated by the Agency, Sybilla may also terminate this Agreement without any further consequences.
- 3.10. The Subcontractor shall provide regular reports detailing all work performed under the Agreement as specified in the Agreement. The reports shall provide details of all work undertaken and completed, any current or anticipated problems in completing the Contract, the progress achieved and whether any results or Intellectual Property Rights arising from work performed under the Agreement have been (or are expected to be) exploited.

- 3.11. The Subcontractor shall draft a final report detailing all results of the Agreement as specified in the Agreement. For the purpose of the report the Subcontractor shall provide Sybilla with relevant commercially sensitive information, data, results and Documentation.
- 3.12. Sybilla shall have the right to check the technical performance of the Agreement by the Subcontractor and perform audits and inspections. Any information made available by the Subcontractor in this regard to Sybilla shall be regarded as commercially confidential. The Subcontractor shall, in this respect, and in accordance with any relevant security regulations, give the representative(s) of Sybilla access to his premises and shall give all other necessary assistance in order that he (they) may fulfil his (their) task.
- 3.13. If the Subcontractor requires the services of a separate entity (further subcontractor) for the purposes of fulfilling obligations under the Agreement, the Subcontractor may enter into subcontracts after the prior approval of Sybilla, unless otherwise specified in the Agreement. The Subcontractor shall be responsible for the proper execution of any sub-contract placed by them in connection with this Agreement, as for its own actions.
- 3.14. In case of any discrepancies between provisions of this Agreement and the GCC or other Appendices, this Agreement shall prevail.

4 PRICE AND PAYMENT

4. Price and Payment

- 4.1. The price of this Agreement amounts to: 10,000 EUR (ten thousand Euro).
- 4.2. The above amount does not include any taxes or duties.
- 4.3. The type of price is the following: a Firm Fixed Price as defined in Section 2.1 of Annex II to the GCC.
- 4.4. The price is deemed to include all applicable fees for licenses to be purchased and delivered in the frame of this Agreement. The price is further deemed to include any and all license fees payable according to Clause 43.7 of the GCC.
- 4.5. Sybilla may decide that certain items produced or purchased under this Agreement during its implementation (see Article 4 below) shall become ESA Fixed Assets. Such items shall be identified as becoming ESA Fixed Assets through the means of a Subcontract Change Notice.
- 4.6. The price is Delivered Duty Paid for all deliverables, exclusive of import duties and VAT in accordance with the INCOTERMS® 2010, to the addressee(s) specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Subcontract. Reference to INCOTERMS® in this provision is exclusively for the purpose of price definition.
- 4.7. The Payment Plan and advance payment off-setting conditions applicable to this Agreement are specified in Appendix 1 hereto.
- 4.8. In the event that the achievement of a milestone is delayed but the milestone is partially met at the milestone planning date foreseen, Sybilla 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.
- 4.9. When releasing the payment for a given milestone, if applicable, payment shall be made after due deduction of the corresponding off-set of the advance payment(s) as per conditions of Appendix 1 to this Agreement (Payment plan and advance payment(s) and other financial conditions).
- 4.10. In case of partial payment, Iguassu 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.
- 4.11. Payments shall be made within thirty (30) calendar days after the reception of the paper invoice by Iguassu.

- 4.12. Payments shall be made by Iguassu 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 Iguassu on time if Iguassu's orders of payment reach the Subcontractor's bank within the payment period stipulated in the paragraph above.
- 4.13. Any special charges related to the execution of payments will be borne by the Subcontractor.
- 4.14. If applicable, invoices shall separately show all due taxes or duties.
- 4.15. Advance Payments are only applicable if significant need for cash disbursement at the beginning of the contract has been demonstrated. However, in case if the Subcontractor has SME status, as per the definition of SMEs given by the European Commission within the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises.
- 4.16. The advance payment constitutes a debt of the Subcontractor to Iguassu until it has been set-off against subsequent milestone(s) as shown in Appendix 1 hereto.
- 4.17. Advance Payment Requests may be submitted after signature of this Agreement by both Parties and ESA Contract between the Agency and Sybilla.
- 4.18. Progress Payment(s) may be paid after submitting by the Subcontractor of all deliverables required at the particular Milestone and accepting them by Iguassu, Sybilla and the Agency, the supporting documentation shall justify the actual achievement of the milestone(s) as defined in the Payment Plan specified in Appendix 1 hereto. Also, if relevant, certification by the Agency that the stage foreseen has been satisfactorily completed shall be provided.
- 4.19. The Progress Payment referred to in point 4.18 of the Agreement shall be paid after issuing relevant invoice by the Subcontractor. Such invoice may be issued after the Sybilla accepts the invoice issued by Iguassu for certain milestone and after receiving remuneration indicated within such invoice from the Agency. Iguassu informs the Subcontractor that they are allowed to issue an invoice for certain milestone.
- 4.20. Final Settlement may be made after submitting of final Confirmation with supporting documentation by the Subcontractor and receipt and acceptance, by Iguassu, Sybilla and 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 Agreement. The supporting documentation submitted by the Subcontractor shall justify the actual achievement of the milestones as defined on the Payment Plan Specified in Appendix 1 hereto.
- 4.21. The Final Settlement referred to in point 4.20 of the Agreement may be performed after Iguassu receives a confirmation from Sybilla that the final invoice issued by Iguassu was accepted and after Iguassu receives remuneration indicated within such invoice from Sybilla. Iguassu informs the Subcontractor that they are allowed to issue an invoice for the Final Settlement.
- 4.22. The Subcontractor shall ensure that all advance payment requests, invoices and confirmations are submitted for payment exclusively to Iguassu.
- 4.23. Iguassu shall credit the account of the Subcontractor to the Subcontractor's benefit.

5 MANAGEMENT AND CONTROL OF INVENTORY ITEMS/ASSETS UNDER THE AGREEMENT

Not applicable.

6 THE PARTIES' REPRESENTATIVES AND PERSONNEL

6. The Parties' Representatives and Personnel

6.1. Iguassu's representatives are:

6.1.1. Mr Jiří Doubek 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	Mr Jiří Doubek	Mr Petr Bareš
Telephone	+420 23535 1000	
e-mail	jiri.doubek@iguassu.cz	
Mail Address	Iguassu Software Systems a.s. Evropská 120, 160 00 Praha 6, Czech Republic	

6.1.2. Mr Petr Bareš for contractual and administrative matters or a person duly authorised by him ("Contracts Officer").

All correspondence for contractual and administrative matters:

	To:	With copy to:
Name	Mr Petr Bareš	Mr Jiří Doubek
Telephone No.	+420 23535 1000	
Fax No.	+44 7092 034415	
e-mail address	petr@iguassu.cz	
Mail Address	Iguassu Software Systems a.s. Evropská 120, 160 00 Praha 6, Czech Republic	

6.2. Subcontractor’s representatives are:

6.2.1. Mr Zdeněk Moravec 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	Zdeněk Moravec	Bohuslav Matouš matous@hapteplice.cz
Telephone No.	+420 773 791 438	
Fax No.	N/A	
e-mail address	moravec@hapteplice.cz	
Mail Address	Koperníkova 3062, 415 01 Teplice, Czech Republic	

6.2.2. Mr Zdeněk Moravec 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	Zdeněk Moravec	Bohuslav Matouš matous@hapteplice.cz
Telephone No.	+420 773 791 438	
Fax No.	N/A	
e-mail address	moravec@hapteplice.cz	
Mail Address	Koperníkova 3062, 415 01 Teplice, Czech Republic	

6.3. Any changes regarding representatives or means of contacting them shall be immediately communicated to the other Party. Such communication can be done via e-mail message sent to the other Party. This does not constitute change of the Agreement.

Done in two originals, one for each Party to this Subcontract,

In: Praha

In: Teplice

On: 26/07/2022

On:

For Iguassu Software Systems a.s.

For the North-Bohemian Observatory and
Planetarium in Teplice



Petr Bareš
Managing Director

Zdeněk Moravec
Director

7 APPENDIX 1: PAYMENT PLAN AND ADVANCE PAYMENT(S) AND OTHER FINANCIAL CONDITIONS

Milestone (MS) Description	Schedule Date	Payments from Contractor to Subcontractor (in EURO)	Country (ISO code)
MS3 - Sensor, services ready, development finished, start of the catalogue build-up, preoperational tests, sensor workshop.	T0 + 12 months	6,500.00	CZ
MS5 - End of operational phase, FP, national stakeholders workshop	T0 + 24 months	3,500.00	
TOTAL		10,000.00	

Advance Payment(s) and other Financial Conditions:

Prime (P)	Company Name	ESA Entity Code	Country (ISO code)	Advance Payment Euro	Offset against	Offset against	Condition (if applicable)
ISS	North-Bohemian Observatory and Planetarium in Teplice	1000022779	CZ	3,500.00	MS 3	6,500.00	Upon signature of the Contract by both Parties

8 APPENDIX 2: STATEMENT OF WORK

The Statement of Work is known by both parties and is not attached to this subcontract. For Subcontractor it is applicable:

- Update SHOT ICD,
- Connect SHOT into the EON,
- Deliver 133 effective observation hours from SHOT.