

Noordwijk, 23 December 2016

[REDACTED]  
Institute of Atmospheric Physics  
Academy of Sciences of the Czech Republic  
Bocní II 1401, 141 31  
Praha 4  
Czech Republic

**Exchange of Letters - PRODEX Experiment Arrangement.**

Dear Sir,

With reference to the Institute Agreement signed by ESA on 7 October 2010 and by the Institute on 13 October 2010 we hereby send you the conditions of the PRODEX Experiment Arrangement between ESA and your Institute:

IAFAS  
Phone:  
Email:



related to C4000119373 "Low Frequency (LF) for JUICE RPWI – Phase C/D". The ESA representative for all administrative and contractual matters is Ms V. Dowson, and for all technical/scientific matters it is Ms M. Claessens.

The total price of the present arrangement amounts to € 639,600. All invoices should mention the European standard "IBAN" and "BIC" as bank account identifiers; failing to do so will block the settlement of the payment.

The term of the project shall be the time period 01-01-2017 through 31-12-2022.

I would appreciate if you could sign and approve the present letters and return one original to me at your earliest convenience.

I am looking forward to a fruitful co-operation,

Sincerely Yours.

M. Lazerges  
Head of the PRODEX Office

27.1.2017

Received, accepted and signed by Institute:

Place / date:

PRAGUE, 14.2.2014



## **PRODEX EXPERIMENT ARRANGEMENT**

### **ARTICLE 1: DEFINITIONS - PURPOSE OF THE ARRANGEMENT - APPENDICES**

1. Throughout the present Arrangement the terms laid down in the left column below shall have the meaning set out opposite:

"Funds": An amount of money whose maximum is laid down in Article 2;

"Project": Institute's project specified in Appendix 1, certified by the Agency's PRODEX Office as  
- eligible for financial support according to the Financial Plan (Appendix 2) approved by the relevant Participating State,

"Cost": Allowable cost of these categories:  
- labour cost  
- operational cost in the sense defined in Appendix 2  
- travel expenses  
- ....  
incurred by the Institute in execution of the Project.

2. By entering into the PRODEX Experiment Arrangement the Agency undertakes to reimburse the Institute certain cost incurred in execution of the Project. Purpose of this arrangement is the detailed implementation of said undertaking.

An obligation on the part of the Institute to carry out the Project is not created by this arrangement. Any other arrangement or agreement by which the Institute undertakes to carry out the Project remains unaffected by the present arrangement, save that the Agency acquires hereunder the rights to access, to audit, and certain licenses in intellectual property rights; details are stipulated in Article 4 and Appendix 4.

3. The Institute may claim the Funds subject to the provisions set forth in Articles 2 through 6 below.
4. The Institute shall utilise the Funds and any part thereof exclusively for defraying, in due time, the Cost incurred during the term of the Project defined in Article 3.1 below.
5. Appendix 1 (Work Description), Appendix 2 (Financial Plan) remain unaffected by this arrangement; Appendices 1 and 2 are appended for information only. Appendix 3 (Contract Change Notice procedure and form) and Appendix 4 (General Conditions) shall form an integral part of this arrangement.

**ARTICLE 2: FUNDS**

1. The Funds available for the present arrangement amount to .....(see cover letter)
2. The above amount is stated to be a limit of liability in the sense defined in Clause 9 of Annex I to the "General Conditions", attached as Appendix 4 hereto.
3. The above amount excludes profit for the Institute (not allowed) and value added tax on the costs charged to the Agency (so far as the Agency is exempted from VAT applied by the Agency's Member States).
4. (Optional)  
The above amount is broken down into subtotals per cost category and/or per year as specified in Appendix 2 hereto.

**ARTICLE 3: TERM OF THE PROJECT**

1. Term of the Project shall be the time period stated in the cover letter.
2. Cost incurred outside said term shall not entitle the Institute to any payment under this arrangement.

**ARTICLE 4: OTHER CONDITIONS**

"General Conditions" lay down in Appendix 4 shall apply, with the amendments or replacements set forth in the Articles of this arrangement. The applicable General Conditions shall be construed and interpreted with due regard to the specific nature of this arrangement and its Article 1.2 Sentence 3 in particular. The Institute shall be deemed the "Contractor" wherever mentioned in those General Conditions.

**CLAUSE 2: APPROVAL**

Offers and acceptances with regard to arrangements are not binding on the Agency unless approved in writing by its Director General or his authorised representative.

For the purpose of this arrangement the authorised representative of the Agency's Director General is:

  
Head of the PRODEX Office.

He is authorised by the Agency to sign the present arrangement on its behalf.

CLAUSE 5: AGENCY'S REPRESENTATIVES - INSPECTIONS

The Agency shall have the right to check the performance of the Project, and for this purpose the Agency nominates its representatives identified in Clause 7 here below.

The Institute shall in this respect, and in accordance with any relevant security regulations, give the representatives of the Agency access to its premises and shall give all other necessary assistance in order that they may fulfil their task.

**CLAUSE 7: COMMUNICATIONS**


All correspondence for either party shall be sent to the address and the representative in charge identified herein below, with a copy to the other representative(s) where any mixed nature of the matter so requires:

For the Agency to:

ESTEC  
P.O. Box 299  
NL-2200 AG Noordwijk

For the Institute to:

See address, fax and phone number in the cover letter.

  
The Institute's representative(s) is (are) as stated in the cover letter.

CLAUSE 12 - APPLICABLE LAW

The arrangement shall be governed by the laws of the country of residence of the Institute.

CLAUSE 13 - ARBITRATION

The arbitration proceedings referred to in Clause 13 shall take place in the capital of country of the residence of the Institute.

CLAUSE 22 – INVOICES, PLACE AND CURRENCY OF PAYMENT

1. Payments shall be made by the Agency to the account specified by the Contractor. Such information shall clearly indicate the IBAN and BIC/SWIFT codes. Payments shall be considered as effected on time if the Agency's orders of payment reach its bank within the payment period stipulated in Clauses 20 & 21.
2. ESA-P
  - 2.1. The Contractor undertakes to ensure that all invoices are submitted to the ESTEC Finance Division, Central Invoice Registration office (CIR) by electronic transmission, using the Agency's ESA-P System.

- 2.2. The Contractor undertakes to submit complete invoices in adhering strictly to the instructions contained in the standard ESA-P package, e.g. with regard to supporting documentation, information on billing of taxes and duties, etc.
- 2.3. If the Agency's ESA-P system is not operational with the Contractor, the Contractor may submit invoices in paper format in 2 copies, together with justifying documentation as required by the contract. All other non-ESA-P specific provisions of this clause 22 shall however apply.
- 2.4. As soon as ESA-P is operational with the Contractor, this Clause 22 shall apply in its entirety to all contracts between the Contractor and the Agency.
- 2.5. Any questions concerning the operation of ESA-P shall be addressed to the ESA Helpdesk (mail to: [REDACTED]). Any questions concerning the latest status of due invoices can be addressed to the ESA Payment Officer (mail to: [REDACTED]).

#### **ARTICLE 5: PAYMENTS**

1. Within the limits specified in Article 2 the Institute may claim in arrears payment of the Cost incurred. The Agency shall effect such payment after receipt of the respective invoice, which must identify the cost category/ies concerned and bear a statement by the Institute's financial controller that the invoiced costs are fair and reasonable, do not include profit and have been incurred exclusively in execution of the Project as defined in Article 1.1 and during the term specified in Article 3.1.
2. The Agency can make an advance payment if stated in the cover letter, upon signature of the cover letter by both parties and against submission of an invoice. Any claims for reimbursement of Costs incurred shall be set off against such advance payment; payments in excess of the advance payment shall be effected only once the advance payment has been consumed in the aforesaid manner.

#### **ARTICLE 6: CESSATION, REFUND OF PAYMENTS**

1. Notwithstanding any other provision of this Arrangement, the Agency may:
  - 1.1 cease to effect any payments not already fallen due under this arrangement in case of unsatisfactory progress within the Project, provided the Participating State having approved Appendix 2 demands cessation of payments in writing;

- 1.2 cease to effect any payments in any of the following cases:
  - a situation as per Clause 34.1 lit. a) of the General Conditions occurs;
  - a situation as specified in Paragraph 2.2 below occurs.
  
- 2.1 The Agency may require the Institute to return to the Agency payments effected under this arrangement if and to the extent an audit carried out by the Agency or by the relevant national audit authority reveals any incorrectness of invoices or unauthorised use of Funds.
  
- 2.2 The Agency may require the Institute to return to the Agency all payments effected under this arrangement in case a situation as per Clause 34.1 lit. b) of the General Conditions occurs. Within said Clause the words "by deceit concerning the nature, quality or quantity of the supplies, and the methods or processes of manufacture employed" shall be deleted.

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