

ESA Contract No. 4000144294/24/NL/GLC

with

Planetum - Hvězdárna a planetárium hl. m. Prahy, p. o.

**IMPLEMENTATION OF AN ESERO (EUROPEAN SPACE
EDUCATION RESOURCE OFFICE) IN THE CZECH
REPUBLIC**

CONTRACT

Between:

The EUROPEAN SPACE AGENCY,
(hereinafter called "the Agency" or "ESA"),

located at: 8-10 rue Mario Nikis,
CS 45741,
75738 Paris CEDEX 15,
France,

represented by Mr Josef Aschbacher, its Director General,

through its establishment:

The European Space Research and Technology Centre (ESTEC),

located at: Keplerlaan 1,
2201 AZ Noordwijk,
The Netherlands,

of the one part,

and:

Planetum - Hvězdárna a planetárium hl. m. Prahy, p. o.
(hereinafter called the "Contractor"),

whose registered Office is at:
Královská obora 233
170 21 Prague
Czech Republic
represented by Mr Jakub Rozehnal its, Director

of the other part,

the following has been agreed:

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ARTICLE 1 SUBJECT OF THE CONTRACT - APPLICABLE DOCUMENTS

1.1 Subject of the Contract

The Contractor undertakes to implement a European Space Education Resource Office in the Czech Republic, to deliver the data, the database(s) and the documentation as described therein, and to make an oral presentation of the results.

1.2 Applicable Documents

The work shall be performed in accordance with the following documents, listed in order of precedence, in case of conflict:

- a) The Articles of this Contract with its PDP Annex and its Appendix 1 (Payment Plan and Advance Payment(s) and other Financial Conditions);
- b) The General Clauses and Conditions for ESA Contracts (herein referred to as the "GCC"), reference ESA/REG/002, rev. 3, not attached hereto but known to both Parties and available on <https://esastar-publication.sso.esa.int/supportingDocumentation>, under "Reference Documentation" - "Administrativě Documents", as amended by this Contract;
- c) The Agency's Statement of Work reference ESA-TEC-XS-2023-2020 dated 04/12/2023, attached hereto as Appendix 2;
- d) The signed Minutes, dated 2024/03/21, of the negotiation meeting held on 2024/03/13, not attached hereto but known to both Parties; and
- e) The Contractor's Proposal submitted in esa-star Tendering with Cover Letter bearing signature dated 2024.01.11, not attached hereto but known to both Parties.

ARTICLE 2 DELIVERY

2.1 Plače and Dates of Delivery

2.1.1 Documents

The Contractor shall, during the performance of this Contract, deliver the required documentation and reports in electronic formát. These shall be sent to the Agency'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:

2.1.1.1 The draft version of ESERO Czech Republic Annual Report 2025 shall be submitted for approval, in electronic searchable, indexed and not encrypted PDF and native (WORD) formát, to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract, not later than 15 December 2025.

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

- the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract and
- the ESA Information and Documentation Centre - ESTEC Library (email: [esa.ids\(a\)esa.int](mailto:esa.ids(a)esa.int)).

2.1.2 Software

The source and object code relevant to the data files and applications specified in the Contractor's Proposal, shall be delivered to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract, not later than 15 December 2025.

2.1.3 Hardware

The material and the equipment specified in the Contractor's Proposal, shall be delivered to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract, not later than 15 December 2025.

ARTICLE 3 PRICE & PAYMENT

3.1 Price

The agreed cost presented by the Contractor for this Contract amount to:

578,020 EUR
(Five Hundred Seventy-Eight Thousand, Twenty Euro),

towards which the Agency's contributes with a maximum of 55%

320,000 EUR
(Three Hundred Twenty Thousand Euro).

The difference between the agreed cost of the activity and the Contract Price shall be funded by the Contractor through its internal funds and shall not be recharged to the Agency in other Contracts, nor in the form of overheads.

The Agency may decide that certain items produced or purchased under the Contract 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 Contract Change Notice.

The Agency's financial contribution to the Contract shall not be used for purposes other than those for which they were originally granted.

3.1.1 The type of price is the following:

A Firm Fixed Price as defined in Section 2.1 of Annex II to the GCC.

3.1.2 The above-mentioned price does not include any taxes or duties in the Member States of the Agency.

3.1.3 The price is deemed to include all applicable fees for licences to be purchased and delivered in the frame of the Contract, indicating the Agency as the end user. The price is further deemed to include any and all licence fees payable according to Clause 43.7 of the GCC.

3.1.4 The price is Delivered Duty Paid for all deliverables, exclusive of import duties and VAT in accordance with the INCOTERMS® 2020, to the addressees specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract. Reference to INCOTERMS® in this provision is exclusively for the purpose of price definition.

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 Agency 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 Agency'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 Agency 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 at ESA-ESTEC Finance, Central Invoice Registration Office of the documents listed and fulfilment of the requirements as specified in Article 3.2.2 below.¹ Only upon fulfilment of these requirements shall the invoice be regarded as due by the Agency.

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

Any questions concerning the latest status of due invoices can be addressed to the ESA Payment Officer (mail to: esa.payment.officer@esa.int).

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

In the case of invoices submitted by the Contractor which are free of VAT, reference shall be made to the number indicated on the VAT Exemption Form which the Agency provided

¹ This is reflected in esa-p as "30 days upon receipt by ESA, in esa-p, of both the confirmation and the invoice", see in esa-p GUIDE Frequently Asked Questions & Answers for Suppliers at: http://esa-p-help.sso.esa.int/FAQ_for_Suppliers.pdf.

to the Contractor when forwarding the present Contract for signature. On invoices submitted via esa-p, the number shall be put in the respective field "VAT Exemption Number".

3.2.2 Requirements for Advance Payment Requests (APR) and invoices being regarded as due²:

Advance Payment:

APR: to be submitted after signature of this Contract by both Parties.

Progress Payment(s):

Milestone Achievement Confirmation (MAC/GRN) hereinafter referred to as "confirmation" with supporting documentation attached in esa-p. 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, with supporting documentation attached in esa-p. 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, including the cost certification as per Article 5 Clause 27.

and

The signed certification of the Contractor's Senior accountant as per Clause 27 below.

3.2.3 Implementation of payments conditions

The Contractor shall ensure that all APR, invoices and confirmations are submitted for payment exclusively through the Agency's esa-p system.

² For detailed Information on how to submit and approve confirmations, invoices and APR in esa-p, you may consult the following two Quick Guides:

<http://esa-p-help.sso.esa.int/Quick Guide How to submit a Confirmation or Invoice or APR.pdf>

<http://esa-p-help.sso.esa.int/Quick Guide How to approve a Confirmation or Invoice or APR.pdf>

The Contractor undertakes to adhere strictly to the instructions contained in esa-p (including those for billing taxes and duties, where applicable) when submitting APR, invoices and confirmations through the esa-p systém.

The Agency reserves the right to visit the Contractor's premises and ascertain the progress of the work being performed under the Contract, prior to making the progress payment concerned.

3.2.4 Absence of user account for esa-p

If the Contractor has no access to the Agency's esa-p systém at the time of signature of the present Contract, an immediate request for an esa-p user account shall be made by the Contractor to the ESA Helpdesk (esait.Service.Desk@esa.int), specifying a contact name, the company name and the ESA Contract number.

3.2.5 In case of esa-p not being operative

Should the Contractor find the Agency's esa-p systém technically inoperative at the moment of submission of the confirmation, the Contractor may submit the confirmation by email to the Agency's Technical Officer mentioned in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract. A template confirmation form can be obtained upon request to the ESA Helpdesk (esait.Service.Desk@esa.int).

3.2.6 Questions related to the esa-p systém

Any questions concerning the operation of esa-p shall be addressed to the ESA Helpdesk (esait.Service.Desk@esa.int).

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

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

The Contractor 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 Contract. Such items are:

- i. items produced or purchased under the Contract, including electronic components, special jigs, tools, test equipment, and which are paid for under the Contract with an individual or batch value (value of group of items in the national currency equivalent to, or above thousand (10,000) Euro);
- ii. if any, items identified as becoming ESA Fixed Assets in Article 3 above or in a subsequent Contract Change Notice (CCN);
- iii. if any, Customer Furnished Items (see Article 5, Clause 11 of the Contract) and/or Items Made Available by the Agency (see Article 5, Clause 12 of the Contract).

The Contractor 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 Contract.

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 Contractor 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 4 to this Contract.

The Inventory/Fixed Asset Record shall be kept updated by the Contractor. It shall be made available to the Agency upon request but as a minimum yearly during the execution of the Contract (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 4 to this Contract.

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

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

Upon completion of the work specified in the Contract, the Agency 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 and transfer of ownership (the latter if applicable) with issue of appropriate instructions concerning packing and shipment (at the Contractor's expense);
- b) the right to claim or retain ownership and to negotiate with the Contractor a Loan Agreement if the Contractor is interested in keeping and using an item, with loan conditions making the Contractor responsible for the custody, the delayed delivery and the risks involved (at the Contractor's expenses);
- c) the right to extend the custody of an item to the Contractor and to postpone its delivery to the Agency 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 the item definitively in the possession and in the ownership of the Contractor, with or without financial compensation for the Agency (e.g. repurchase by the Contractor) and with or without special instruction,
- e) the right to request the Contractor to dispose of an item on conditions to be negotiated.

Should the Agency decide to transfer an ESA Fixed Asset to a Third Party(ies) or to dispose of the Fixed Asset, the Contractor shall provide the full inventory Information of the Fixed Asset to the Agency and complete the transfer or disposal forms to be provided by the Agency upon request by the Contractor. The Information to be given by the Contractor in the forms shall be agreed with the Agency.

The decisions taken by the Agency shall lead to instructions or negotiations, as the case may be.

ARTICLE 5 COMPLEMENTS AND AMENDMENTS TO THE GCC

The General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, rev. 3 (GCC), apply to this Contract with the following complements and amendments:

PART I: CONDITIONS APPLICABLE TO ESA CONTRACTS**CLAUSE 2: APPROVAL AND ENTRY INTO FORCE**

For the purpose of this Contract, the authorised representative of the Director General is Mr Dietmar Pilz, Director of Technology, Engineering and Quality

CLAUSE 4: ORIGINALS OF THE CONTRACTS

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**Sub-Clause 5.1: The Agency's Representatives**

The Agency's representatives are:

- a) [REDACTED] (TEC-XS) or technical matters or a person duly authorised by her (the "Technical Officer").

All correspondence for technical matters shall be addressed as follows:

	To:	With copy to:
Name	[REDACTED]	
Telephone No.	+ [REDACTED]	
Email Address	[REDACTED]	[REDACTED]
Mail Address	[REDACTED]	

- b) [REDACTED] (CIC-CTR,) for contractual and administrative matters or a person duly authorised by him (the "Contracts Officer").

All correspondence for contractual and administrative matters (with the exception of invoices as mentioned in Article 3.2 above) shall be addressed as follows:

	To:	With copy to:
Name	[REDACTED]	C [REDACTED]
Telephone No.	[REDACTED]	
Email Address	[REDACTED]	
Mail Address	ESA/ESTEC [REDACTED]	

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

[REDACTED]

Sub-Clause 5.2: The Contractor's Representatives

The Contractor's representatives are:

- a) [REDACTED] for technical matters or a person duly authorised by him (the "Technical Officer").

All correspondence for technical matters shall be addressed as follows:

	To:	With copy to:
Name	[REDACTED]	[REDACTED]
Telephone No.	+ [REDACTED]	
Email Address	[REDACTED]	
Mail Address	Královská obořa 233, CZ-170 00 Prague 7, Czech Republic	

- b) [REDACTED] for contractual and administrative matters or a person duly authorised by him (the "Contracts Officer").

All correspondence for contractual and administrative matters shall be addressed as follows:

	To:	With copy to:
Name	[REDACTED]	
Telephone No.	[REDACTED]	[REDACTED]
Email Address	[REDACTED]	
Mail Address	Královská obora 233, CZ-170 00 Praha 7, Czech Republic	

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

	To:
Name	[REDACTED]
Telephone No.	[REDACTED]
Email Address	[REDACTED]
Mail Address	Královská obora 233, CZ-170 00 Praha 7, Czech Republic

CLAUSE 6: PUBLICITY RELATING TO CONTRACTS

The following is added to Clause 6:

The Contractor shall not make any public communication directly or indirectly stating that any items developed under this Contract are qualified according to ESA quality standards.

The link to the ESA logo in this clause is replaced with the following link:
<https://brand.esa.int/logo>

CLAUSE 8: GENERAL CONDITIONS OF EXECUTION

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

- 8.8 The Contractor shall, at all times, comply with the nationality requirements stated in the Invitation to Tender.
- 8.9 The Contractor shall, at all times, comply with the co-funding conditions agreed for this Contract.
- 8.10 In the performance of its obligations under this Contract, without prejudice to the relevant Clauses of the GCC, the Contractor shall comply, at all times, with the

eligibility requirements identified in Article 18 paragraph 2 of the Agency's Procurement Regulations³.

- 8.11 The Contractor shall, in accordance with the Agency's Policy on the Prevention, Detection and Investigation of Fraud, 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 Contractor shall ensure that this provision is duly reflected in all subcontracts entered into for the purpose of this Contract.

CLAUSE 9: KEY PERSONNEL

The Contractor's Key Personnel is listed in the Contractor's Proposal referred to in Article 1.2 above.

CLAUSE 10: SUBCONTRACTS

No subcontracts are foreseen.

CLAUSE 11: CUSTOMER FURNISHED ITEMS (CFI)

It is not foreseen that the Agency will provide any Items in accordance with Clause 11 of the GCC to the Contractor.

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 provision is added to Sub-Clause 13.4.1:

During the course of the Contract, the Contractor shall always submit a CCN for the following changes:

- cancellation or changes to any work package included in the contractual baseline;
- changes in the way to implement the co-funded element by the Contractor

³ ESA/REG/001 available on esa-star Publication under Reference Documentation/Administrative Documents at <https://esastar-publication.sso.esa.int/supportingDocumentation>

- any other change that may impact the contractual baseline.

Should the scope of the works and Services be reduced by the changes listed above, or by any other change that will have the same result, the Agency's Contract Price will be decreased proportionately. This shall be formalized in a CCN.

The Contractor shall inform the Agency of any issue that could affect the nationality⁴ accounted for by the Agency, without waiting for the yearly update of the Contractor's entity registration in esa-star. Upon receipt of this Information, the Agency shall assess if any changes to the Contract are needed.

The template of a Contract Change Notice (CCN) is attached hereto as Appendix 3.

Any Change Request submitted to the Agency shall be addressed to the Agency's Contracts Officer mentioned in Article 5, Clause 5, Sub-Clause 5.1 b) of the Contract.

CLAUSE 14: TIME-LIMITS FOR THE PROVISION OF DELIVERABLES AND SERVICES

The following provision is added to Sub-Clause 14.3 of the GCC:

Either Party may implement Sub-Clause 14.3 of the GCC 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.

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

CLAUSE 17: PENALTIES/INCENTIVES

Clause 17 of the GCC shall not apply. The Contractor shall not apply penalties or incentives in the subcontracts placed by the Contractor.

⁴ The nationality accounted by the Agency for the purposes of geographical return as detailed in Annex II, rev.1 "Implementing instruction concerning the ESA nationality of company audits" of the ESA Procurement Regulations ESA/REG/001 based on the location of the registered offices; the decision-making centres; research centres; and the territory on which the work is carried out.

CLAUSE 27: PRICING

In view of the co-funded nature of the activity, Sub-Clauses 27.3 and 27.4 of the GCC are to be implemented as follows:

The Contractor shall provide, upon completion of the works, the following documents signed by a senior financial representative:

- The PSS-A2 forms of the Prime with relevant Exhibit A, of the cost actually incurred for work and Services under the Contract;
- A cost certification from the Contractor and each Subcontractor, if any, as follows:

"I, *(insert name)* do hereby certify that the costs presented in the enclosed PSS-A2 forms are, to the best of my knowledge and belief, a true statement of the costs incurred under this Contract, an internal audit of the costs having been conducted to verify that the company's cost accounting system and rules and the Agency's requirements in Annex I to the GCC with respect to costs incurred under this Contract have been observed.

I further certify that the company's contribution to this co-funded Contract has been provided from *(specify source)* and has not been and will not be included in rates and overheads applied for this Contract or any other contract with the Agency."

The Contractor undertakes to permit the Agency to perform cost control operations as stipulated in Annex I to the GCC, at any time during the execution of the Contract, in order to ascertain whether the co-funding element is in place and also with regard to the information included in the Contractor's cost certification and corresponding PSS-A2 forms.

The Agency's right to exercise the above cost control shall be enforceable for three (3) years after submission of the Contractor's certified statement of cost unless it is delayed for reasons the Contractor is responsible for. For this purpose, the Contractor shall keep records and other supporting documentation in order to prove the proper implementation of the Contract, including the co-funded element. The records and supporting documentation shall be made available upon the Agency's request or in the context of checks, reviews, audits or investigations. If there are on-going checks, reviews, audits, investigations or other pursuits of claims under the Contract, the Contractor shall keep the records and other supporting documentation until the end of these procedures.

Notwithstanding the price type of this Contract being Firm Fixed Price, the Agency reserves the right to request to the Contractor the pro rata adjustment of the Contract Price if, as a result of the above cost control operations, the Agency concludes that the maximum percentage contributed by the Agency stated in Article 3.1. has been exceeded. The pro rata adjustment of the Contract Price may result in the reduction of the Agency's payments or the Contractor's obligation to refund part of the amounts already paid.

CLAUSE 32: TERMINATION WITH FAULT OF THE CONTRACTOR

The following is added to Sub-Clause 32.1.

(f) In the event of the Contractor's failure to meet the co-funded element (partial or totally) to be provided by the Contractor.

The provision in Sub-Clause 32.2 in the case of a fixed price Contract for the supply of equipment or material is replaced by the following provision:

Termination of this Contract shall entail no compensation being due to the Contractor other than the amounts corresponding to the milestone payments already made hereunder at the time of serving the termination notice unless otherwise stated in any special conditions of such termination notice. Amounts corresponding to Advance payments not entirely offset hereunder shall remain payable to the Agency. The Contractor shall provide within fourteen (14) calendar days the Information, if any, requested by the Agency in the special conditions of termination. Upon receipt of the information requested to the Contractor, if any, the Agency shall inform the Contractor In Writing of the final conditions of termination. Failure by the Contractor to provide the information requested within fourteen (14) calendar days, will result on the special conditions of termination becoming final and enforceable by the Agency.

Sub-Clause 32.4 sub-paragraphs a) and b) shall not apply to this Contract.

Sub-Clause 32.4 sub-paragraph c) is replaced by the following:

- c) have the work terminated, in which case the Agency shall be entitled to compensation for damages caused to the Agency by the Contractor's failure to implement the Contract. The value of the compensation, if claimed, will be indicated in the special conditions of termination. In the event of termination due to fraudulent practices according to sub-clause 33.1 b) the Agency shall always claim compensation.

CLAUSE 33: TERMINATION IN SPECIAL CASES

The following is added to Sub-Clause 33.1 sub-paragraph b)

In addition to the indication to the examples of fraudulent practices provided in this Sub-Clause, being the list non-exhaustive, the term fraudulent practices covers a wide range of misconducts including theft, corruption, embezzlement, bribery, forgery, misrepresentations, collusion, money laundering and concealment of material facts that may affect, amongst other, the implementation of the co-funded element or the nationality accounted for by the Agency.

The following sub-paragraph is added to Sub-Clause 33.1:

- c) if the nationality conditions agreed for this Contract are not complied with.

The following Sub-Clause is added to Clause 33:

33.6 In the event of suspicion of fraudulent practices in connection with the Contract, the Agency will conduct an investigation which may involve external parties.

CLAUSE 34: APPLICABLE LAW

The substantive law referred to in Clause 34 of the GCC is the law of the Czech Republic. 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 Prague, Czech Republic.

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

For the purpose of this Contract, Part II, Option A of the GCC does not apply, and is replaced by the following:

- a) The ownership of the intellectual property of the items developed under the present contract shall be transferred to the European Space Agency.
- b) The Contractor shall mark all deliverable documents under this Contract with the following: "© European Space Agency - [YEAR OF PUBLICATION]"
- c) The deliverables of the Contract shall not contain any proprietary information nor any third-party intellectual property rights.
- d) The Contractor shall not make use of any Background Intellectual Property.
- e) The Agency hereby grants the Contractor a free, worldwide, non-exclusive license to use, distribute and reproduce all the deliverable items developed under the Contract (materials and documentation defined as deliverable items - "documentation" and "other deliverables" - and "products" respectively in Article 2 to the present Contract and in section 4.4 of the Statement of Work) exclusively for education and outreach purposes, with a right to grant sub-licenses. Any use of such materials and documentation for any other purpose shall be subject to a prior written agreement with ESA. The Contractor or any sub-licensee shall not use or exploit the materials and documentation for profit or commercial purposes. Any modification of such materials and documentation shall be subject to a prior written agreement from ESA.
- f) In case of production of deliverable items in a co-funding scheme with third parties and/or under partnership agreement with third parties, the Contractor shall guarantee the following (cumulative) conditions:
 - 1. the non-profit exploitation of such materials and documentation by the third parties involved;
 - 2. unlimited free of charge license for ESA to use, distribute and reproduce the resulting materials and documentation, including the right to grant sub-licenses within ESA Member-States for education and outreach purposes;
 - 3. the presence of the ESERO and ESA logos in the materials and documentation branding.

In cases where any of the three conditions cannot be respected, the Contractor shall consult with ESA for approval before entering any agreement with the third party involved.

Electronically signed by the Parties to this Contract,

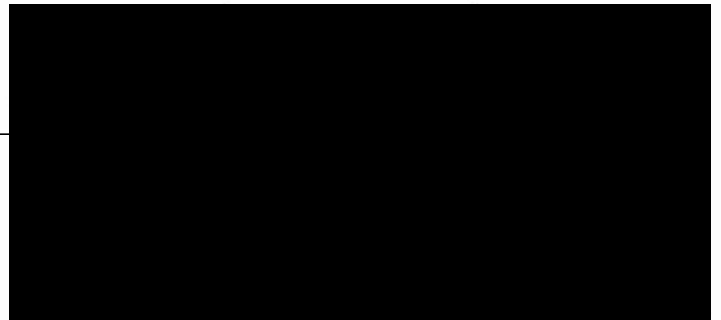
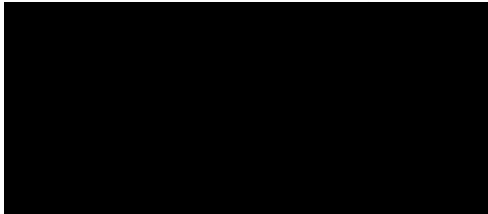
In: P. r H®.....

I_n . Noordwijk

On . Apríl 9th 2024

On . Apríl 8th 2024

For Planetum - Hvězdárna a planetárium hl. m. Prahy, p. o. For the European Space Agency (ESA)



Personál Data Processing Annex (the "PDP") of the European Space Agency ("ESA" or the "Agency")

This "Personál Data Processing" Annex governs:

- 1) the Processing of the Personál Data identified in Article 3.1, entrusted to the Contractor under the Contract, whereby the Contractor acts as Data Processor on behalf of the Agency and the Agency acts as Data Controller;
- 2) the Processing of the Personál Data identified in Article 3.2, exchanged by the Parties, acting as separate Controllers.

Such Annex forms an integrál part of the Contract. In case of conflict between the terms and conditions of the Contract and the terms and conditions of this Annex, the terms and conditions of this Annex shall prevail.

This Annex survives the expiration or termination of the Contract for as long as the Personál Data are protected by the Data Privacy Regulations.

1. DEFINITIONS

The following specific definitions apply:

- (i) "Agreed Territory" (of Processing) means:
 - a) ESA Member States, as they are listed in the ESA website at URL:
https://www.esa.int/About_Us/Corporate_news/Member_States_Cooperating_States
 - b) European Union;
 - c) countries recognized by the European Commission as ensuring an Adequate Level of Protection of Personál Data under the European Union's legal framework.
- (ii) "Data Privacy Regulations" means respectively:
 - a) ESA PDP Framework, i.e. the Personál Data Protection Framework applicable to ESA and available on ESA website at URL:
http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations and
 - a) the Personál Data protection laws and regulations applicable to the Contractor in the Agreed Territory of Processing which provide an Adequate Level of Protection under the ESA PDP Framework (e.g EU Regulations in the field of personál data protection, including but not limited to the General Data Protection Regulation (Regulation (EU) nr. 2016/679) (hereinafter "GDPR").
- (iii) "Personnel" means:
 - a) with respect to the Contractor: any employee, agent or representative acting under the responsibility of the Contractor or, if subcontracting is permitted, of Contractor's subcontractors;
 - b) with respect to ESA: any employee, agent or representative acting under the responsibility of ESA (e.g. staff members and seconded agents, consultants, experts or employees of third parties).

With respect to terms used with capitals in this Annex (e.g. "Controller", "Personál Data" etc.) but not defined above, reference is made to the definitions set forth in the Data Privacy Regulations applicable according to Article 2 below.

2. GENERAL

- 2.1 Each Party is responsible for complying with the level of protection resulting from its Data Privacy Regulations in relation to Personál Data, being recognised that:
 - a) the Contractor is governed by the Personál Data protection laws and regulations applicable to the

Contractor in the Agreed Territory of Processing, which provide an Adequate Level of Protection under the ESA PDP Framework (e.g EU Regulations in the field of personál data protection, including but not limited to the GDPR).

- b) ESA is governed by PDP Framework, i.e. the Personál Data Protection Framework applicable to ESA and available on ESA website at the URL:
http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations

- 2.2 With respect to the processing of the Personál Data identified in Article 3.1 below, entrusted to the Contractor as part of the work under the Contract, the Contractor acts as Data Processor on behalf of the Agency, who acts as Data controller.

- 2.3 With respect to the processing of the Personál Data identified in Article 3.2 below, the Parties are considered separate Data Controllers, with each Party being able to determine the purpose within the boundaries of Article 2.4 and the means of Processing the Personál Data under its control in accordance with its privacy statement.

- 2.4 The Personál Data will be processed only for:
 - a) the performance of the Contract, including the execution, management, monitoring of the work as well as audits and the fulfilment of the obligations set out in this Annex;
 - b) the management of the relationship of the Parties in relation to the Contract, notably for administrative, financial, audit or for communication purposes;
 - c) the compliance with any legal or regulatory obligation to which a Party is subject;
 - d) the compliance, in case the performance of the Contract requires access to the Parties' premises, with the health, safety and security requirements, legal or regulatory obligations applicable to the respective Party in such matters.

3. PERSONÁL DATA

- 3.1 The Personál Data to be processed by the Data Processor during the execution of the work under the Contract are identified in the Statement of Work.

- 3.2 The Personál Data exchanged by the Parties for the performance of the Contract are as follows:

- a) the Agency shall communicate to the Contractor only the Personál Data concerning ESA representatives/contact persons including name, work address, email and telephone numbers;
- b) the Contractor shall communicate to the Agency only:
 - (i) Personál Data concerning the Supplier's representatives/contact persons including name, work address, email and telephone numbers;
 - (ii) Personál Data concerning the Supplier's key Personnel, including title, name, work address, email, telephone numbers, education, professional experience, description of the person's job and responsibilities and the precise assignment of the person to the activity under the Purchase Order.
- (iii) Sensitive Personál Data concerning the Contractor's Personnel, performing work on-site ESA premises or having the need to access information provided by the Agency which is subject to security restrictions.