



EUROPEAN SPACE AGENCY

TRUTHS SPACE SEGMENT Phase B2 / Advance C

PROCUREMENT SUBCONTRACT No. CW: 134304

FOR PRISM

SAP: 4500741362

This contract (hereinafter referred to as the “**Contract**”) is entered into



Between:

Airbus Defence and Space Limited, a company duly organised and existing under the laws of England, registered in England, under number 2449259, having its **registered** office located at Gunnels Wood Road, Stevenage, Hertfordshire SG1 2AS, England.

(hereinafter called "the **Prime Contractor**" or "**Airbus**"),

and

Institute of Plasma Physics of the CAS, an institution created and existing under the law of the Czech Republic, registered under the number CZ61389021 with its registered office at U Slovanky 2525/1a, 18200 Prague 8, Czech Republic.

(hereinafter referred to as the "**Contractor**"),

Individually referred to as the "**Party**" or collectively as the "**Parties**".

PREAMBLE

Whereas:

- 1) The European Space Agency (hereinafter the "Agency" or "ESA") has selected the Prime Contractor to perform the design, development, manufacturing, integration, testing, delivery for launch of the TRUTHS operational Mission (hereinafter referred to as the "Project"). This activity is subject of the contract between the Agency and the Prime Contractor (the "Prime Contract");



- 2) The subject of the present Contract consists of the carrying out work as further explained in the Statement of Work (referenced in Appendix 2 to this Contract, for TRUTHS Phase B2 and Advance C.
- 3) The Contractor has submitted an offer in response to the Prime Contractor's Request for Proposal / Invitation to Tender for Prisms for the TRUTHS Mission which is subject of this Contract; and
- 4) The Contractor, having full knowledge of the space industry and of the high level of requirements in terms of ground segment declares, as a professional in this field, that it has the technical capability and capacity, the know-how and the necessary resources to punctually perform all the obligations under the present Contract;
- 5) The Contractor has made its own evaluation of the status and maturity of the technology required for the implementation of the Contract, and has taken into account that evaluation as the basis for its commitment;
- 6) The Prime Contractor is now willing to subcontract such activities to the Contractor through the present Contract.

NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

Clause 1 - General Conditions

The Work, as specified in the Statement of Work*, Appendix 2 hereto, shall be performed in accordance with the following documents listed in order of precedence in case of conflict or for the sake of interpretation:

- a) This Contract (including its Annex and Appendixes); and
- b) The ESA Prime Contract (referenced: 4000142931/23/NL/VA) including the ESA General Clauses and Conditions for ESA Contracts. (ESA/REG/002., rev. 3) (hereinafter the ESA GCCs).

(Hereafter referred to as the "Contractual Baseline").

The ESA Prime Contract (incorporated by reference in ANNEX A) including the ESA GCCs refers to the roles and responsibilities between the Agency and the Prime Contractor and between the Agency and the Contractor. The provisions of the ESA Prime Contract shall be applicable to the Contractor with the amendments as per the Clause 9 below.

For the scope of the present Contract, references in the ESA Prime Contract and the ESA GCCs to the "Agency", has to be considered as replaced by "Prime Contractor" or "the Agency through the Prime Contractor and the Prime Contractor" or "the Agency and/or the Prime Contractor" with the exception of the following Clauses:

- Clauses 6, 8.3, 8.4, 24, 27.4, 29, Part II (with the amendments hereunder) and Annex I where "Agency" means "the European Space Agency", and
- Clauses 8.2, 8.5, 10.4, 11.8, 18, 26 and 38 where "Agency" means "the European Space Agency, through Prime Contractor, and Prime Contractor" and the relevant clauses shall be interpreted accordingly,
- For Part II, the Agency is granted access to and rights to use all Intellectual Property Rights. The Contractor agrees that the same rights are granted to the Prime Contractor, however limited to the extent necessary in order to monitor and verify the performance of the work under this Contract and,

* and the Technical Specification



more generally, as necessary for the fulfilment of its obligations related to the Work towards the Agency under the Prime Contract.

Further, the Contractor hereby agrees and warrants that in the flow down of the contractual clauses of Part II to lower tier Subcontractors, regarding Background Intellectual Property Rights (BIPR):

- a) the Agency shall be the only entity approving them irrespective of the contractual level; and
 - b) no sub-licensing rights on BIPR (including source-code) are granted to the Prime Contractor but only to the Agency; unless otherwise agreed by the Agency.
- Where submission to and/or approval from the Agency is required, this will be done through the Prime Contractor for the purpose of the Contract.

In case of contradiction, the specific conditions in this Contract and in the ESA Prime Contract shall prevail over the General Clauses and Conditions for ESA Contracts and Subcontracts, ref. ESA/REG/002., rev. 3 (ESA GCCs).

Clause 2 - Customer Furnished Items (CFI)/Items Made Available

2.1 Customer Furnished Items

It is not currently foreseen that the Agency and or the Prime Contractor will make any Customer Furnished Items available to the Contractor in accordance with Clause 11 of the ESA GCCs.

2.2 Items Made Available

It is not currently foreseen that the Agency and or the Prime Contractor will make any items available to the Contractor in accordance with Clause 12 of the ESA GCCs.

Clause 3 - INCOTERMS

The price is **Delivered At Place (DAP)** including insurance for all Deliverables, exclusive of import duties and VAT, in accordance with the INCOTERMS® 2020.

In the absence of Work Delivery place being specified in the SOW, it is agreed that the Work delivery address shall be the registered office of **Airbus Defence and Space Limited at Gunnels Wood Road, Stevenage, Hertfordshire SG1 2AS, England**, or any other address within the UK, or the EU, communicated by the Prime Contractor to the Contractor.

Reference to INCOTERMS in this provision is exclusively for the purpose of price definition.

Clause 4 – Price & Payment

4.1 Prices

- a) The total baseline price of this Contract amounts to:

127 865,00 EUR
(one hundred twenty-seven thousand eight hundred sixty-five Euro),



The amount stated above does not include any value added taxes ("VAT") or import duties in the Member States of the Agency.

The abovementioned price is Firm Fixed Price with Variation e.c. July 2022 (FPV), as defined in Section 2.2 of Annex II to the ESA GCCs.

b) The total price for the Option Advance C amounts to:

55 608,00 EUR
(Fifty-five thousand six hundred and eight Euro),

The amount stated above does not include any value added taxes ("VAT") or import duties in the Member States of the Agency.

The abovementioned price is Firm Fixed Price with Variation e.c. July 2022 (FPV), as defined in Section 2.2 of Annex II to the ESA GCCs.

4.2 Payment Terms

4.2.1 Payments

Part 1 Clauses 28 and 29 of the ESA GCCs shall not apply.

The provisions of Clause 27 of the ESA GCCs are implemented as follows:

All payments shall be made in accordance with the payment plan as set forth in Appendix 1 (Payment Plan and Advance Payment and Other Financial Conditions).

4.2.2 Advance Payment

The advance payment constitutes a debt of the Contractor to the Prime Contractor until it has been set-off against subsequent milestones as shown in Appendix 1 hereto. The advance payment shall nominally be set-off against the first progress payment and the remaining amount, if any, against the next following milestone. The advance payment shall not offset completely one milestone. The advance payment shall be considered with a view to aim at neutral cash flow of the Milestone Payment Plan at the time of signature of the Contract. Specific provisions apply with respect to advance payment to subcontractors having SME status.

4.2.3 Progress Payment:

Process for Acceptance or rejection of a Milestone (PMAC process)

Any milestone in the payment plan shall be considered as a successfully completed milestone if all the Work related to such milestone has been successfully performed in accordance with the Contract. A signed PMAC (Payment Milestone Achievement Certificate) shall be submitted by the Contractor as per Appendix 8 below, with all the supporting documentation ("PMAC") including the written statement from the Prime Contractor authorised Technical Officer contained in e.g. minutes of meeting confirming the achievement of the milestone ("Prime Written Statement").

The Prime Contractor has a maximum of **ten (10)** working Days to approve and sign the PMAC or reject it. If the Prime Contractor determines that a milestone is not a successfully completed milestone, the Prime Contractor shall reject the PMAC and notify the reasons for such determination. The Contractor



shall correct all the deficiencies to the satisfaction of the Prime Contractor in accordance with mutually agreed timeframe and corrective actions.

In case of non-authorisation by the Prime Contractor and or ESA through the Prime Contractor at the end of Phase B2 [or Advance Phase C] to proceed with the subsequent Phase, the last payment milestone of the last authorised Phase shall be deemed to constitute the Final Settlement of the Contract and all conditions associated to the Final Settlement as per Clause 28.3.4 ESA GCCs shall be fulfilled for payment of such milestone.

4.2.4 Invoicing

The Contractor shall, for the milestone defined in the payment plan, submit a properly certified invoice together with the Prime Written Statement (herein the "Properly Certified Invoice") to the Prime Contractor at the same time (on the same day) of the PMAC under Clause 4.4.3 above. A Properly Certified Invoice shall mean an invoice which is in conformance with the requirements of Article 4.7 hereafter.

If the Prime Contractor determines that either (i) an invoice issued by the Contractor is not a Properly Certified Invoice, or (ii) that the invoice is not accompanied with the Prime Written Statement or (iii) that the PMAC is missing, then the Prime Contractor shall notify the Contractor in writing of such invoice rejection with all reasons thereof within **ten (10)** working days from the invoice submission date. Such invoice shall not be eligible for further acceptance and payment by the Prime Contractor and shall be sent back to the Contractor for re-issuance and re-submittal in compliance with the present Clause 4.

4.2.5 Withholding / partial payments

In the event that the achievement of a Milestone is delayed but the milestone is partially met at the Milestone planning date foreseen, the Contractor may as an exception, request the Prime Contractor to effect a payment against an approved PMAC of the partially achieved milestone, not exceeding the value of the Work performed at the date of payment.

If a Milestone is achieved with only minor actions outstanding, a partial payment may be considered.

In cases where the milestone is not achieved or partially achieved the Prime Contractor may, at its discretion, withhold payments in part (effecting a payment against an approved PMAC of the partially achieved milestone, not exceeding the value of the Work performed at the date of payment) until such time that the milestone has been achieved. Such withholding of payment shall not give rise to any claim from the Contractor and/or Subcontractor concerning financial losses due to such withholding.

In the above cases where a partial payment is agreed, the relevant invoice - if already submitted - shall be withdrawn and the Contractor shall submit a dedicated invoice in line with the agreed partial payment amount not exceeding the value of the Work performed at the date of approving the PMAC.

4.2.6 Payment implementation

Payments to the Contractor will be made by the Prime Contractor.

Payment will be made within **thirty (30)** calendar days from the end of the month in which the Date of Submission occurs shall be paid on the **tenth (10th)** working day of the next calendar month (herein referred to as "**30EOM10**").

Where the Contractor is a UK based SME payable by the Prime Contractor (with prompt-payment code obligation to pay within thirty -30- days) the payment shall be made within thirty (30) days net. Should the payment day fall on a Saturday, Sunday or a bank holiday then the payment shall be made the preceding business day.



The Date of Submission is defined as the Working Day following the day of receipt by the Prime Contractor of the PMAC signed by the Contractor or the day of receipt of the Properly Certified Invoice submitted by the Contractor as defined in 4.2.4 above, whichever the latest. For the sake of clarity this timeframe for payments shall not run and the invoice shall not be eligible for further acceptance and payment in case (i) an invoice issued by the Contractor is not a Properly Certified Invoice, or (ii) a milestone is not a successfully completed milestone or (iii) the PMAC is not signed as per Article 4.2.3. All payments shall be made in EURO by wire transfer to the Contractor's bank account specified on the invoice.

Any amount to be paid, credited or refunded by the Contractor to the Prime Contractor under this Contract may be deducted by the Prime Contractor from any payment due or become due by the Prime Contractor to the Contractor under the Contract.

If any amount due to the Contractor remains unpaid after the date on which it is payable (the Due Date), the Contractor shall be entitled to charge interest on such sum from the Due Date until the actual date of payment of such a sum, both before and after any judgment, at a rate of four percent (4%) per annum above the base rate for the time being of the Bank of England. The Parties agree that the interest provided for in this Article is a substantial remedy for the late payment of the Contractor.

4.2.7 Payment's visibility and associated rules

The Contractor shall be responsible for paying the accounts of its Subcontractors for this Contract in accordance with the applicable law and normal commercial practices.

The Contractor shall hold harmless and indemnify Prime Contractor and/or the Agency against any claims arising from such Subcontractor(s), caused by the Contractor's failure to pay its Subcontractor(s) an invoice which is due.

The Prime Contractor and the Agency reserve the right to visit the Contractor's and its Subcontractors' premises (subject to article 6 of the ESA Prime Contract) and ascertain the progress of the Work being performed under the Contract, prior to making the relevant progress payment.

The Contractor shall, upon request at any time by the Agency, submit, through the Prime Contractor, the payment conditions / provisions of individual subcontracts to the Agency for approval (if requested before the subcontract is placed) or verification.

Moreover, the Contractor shall be furthermore responsible for:

1. Approving or rejecting Subcontractors' invoice and MAC (for N-1 Subcontractors) within ten (10) working days from their submission and receipt (invoice with MAC together with the related supporting documents), whichever the latter, provided that the relevant milestone has been achieved. The date of submission of both MAC and related invoice for processing is defined as the Working day following the latest day of receipt by the Contractor of the MAC and of the related invoice submitted by the Sub-Contractors; In view of this, both MAC and related invoice shall be submitted for processing by the Contractor at the same time (same day) by the Sub-contractors.
2. Paying the accounts of its own N-1 Subcontractors, within 60 (sixty) calendar days from the invoice and MAC (invoice with MAC together with the related supporting documents) submission, whichever the latter, provided that the relevant milestone has been achieved.
3. Ensuring the flowing down mutatis mutandis of the above contractual clauses down the contractual chain.

4.2.8 ESA's support in the implementation of the payment by the Prime Contractor and /or the Contractor.

With a view to optimise the Contractor's time to payment and financial coverage and facilitate, when needed, the resolution of such issues, the Agency has established a specific email address via which subcontractors (at all level of subcontracting) can reach the Agency should they have encountered serious



difficulties in the process leading to delays in the payment of invoices to be paid by its direct customer (not through ESA) if:

- a) Payment is related to an accepted and approved MS (as per 4.2.3); and
- b) Properly certified invoice in accordance to Clause 4.2.4 is due with regards to agreed payment terms in accordance to Clause 4.2.6; and
- c) Payment is due and is delayed for more than thirty (30) calendar days with regards to the payment terms defined under art. 4.2.6; and
- d) Requests to the related payment status remains without any response of the Prime Contractor; and
- e) Contractual coverage of activities already kicked-off.

The email address is: indirectpayments@esa.int

Any Contractor contacting the Agency through the above email shall document the steps already taken towards its direct customer in order to resolve the issue and shall document that its direct customer has been informed of the issue.

In doing so, the Contractor shall provide the Standard Contact Form available at: <https://esastar-publication.sso.esa.int/supportingDocumentation> properly filled in or provide the same information in the email.

It is explicitly understood that the communication channel described above shall not replace the normal communication lines within the consortium, and the overall responsibility of the Contractor to ensure proper and timely payments to its subcontractors.

The Contractor shall ensure that the above provisions are included in all subcontracts entered into for the purpose of the Contract.

4.3 Payment Charges

Any special charges related to the execution of payments will be borne by the Contractor.

4.4 Payment Of Change Notices

Payment of agreed Change Notices will be made in accordance with the payment plans established and approved for each Change Notice. Such payments plans shall be submitted with each Change Notice for review by the Change Review Board, and shall be synchronised, as far as possible, with the payment plans already defined in Appendix 1 hereto.

4.5 Payment Of Penalty

In accordance with the provisions of Clause 7 below, should the Prime Contractor decide to apply a penalty, the Contractor shall submit an invoice, with appropriate supporting documentation as further described in this Clause 4, of the amount corresponding to the milestone concerned reduced by the Penalty Amount in accordance with the calculation conditions of ESA GCCs. The same will be flown down by the Contractor, if and as applicable, in its contractual chain.

4.6 Payment Of Price Revision

Price revision adjustments of fixed prices to take account of changed economic conditions shall be made by applying the relevant price revision provisions contained in Appendix 1. The financial basis for revisions shall be the nominal amount of the milestone payment.

When claiming price revision, the amount of escalation shall be invoiced only after achievement of the corresponding milestone and no later than six (6) months after that achievement.

When claiming price revision, the following shall apply:



ii) Payment of Price Revision for the milestones achieved by the Contractor when prices have been agreed in FPV:

The calculation of the price escalation invoice regarding the Contractor when prices have been agreed in FPV, shall be based on the published price indices reflecting the nominal escalation period between milestones and shall be calculated using the relevant agreed price revision formulae as shown in Appendix 1.

When claiming price revision, the invoice documents shall include sufficient evidence of correct application of the price revision formulae. The supporting evidence may be submitted separately to the invoices. If the Contractor concerned by this provision is late in meeting the contractual date agreed for achievement of a milestone, the price revision shall apply to the contractual and not to the actual achievement date of the milestone.

Furthermore, when claiming price revision, the following provisions shall apply:

if at the actual achievement date of the milestone, the final price indices relevant to the contractual milestone dates are already available, the Contractor shall submit its (and have its Sub-Contractors submit their) final recapitulative invoice corresponding to the milestone, with the supporting evidence and showing any credits or debits;

if at the actual achievement date of the milestone, the final price indices relevant to the contractual milestone dates are not available, the amount of escalation for that milestone shall be invoiced in two (2) steps as follows:

*Step1: Provisional escalation at the time of the corresponding payment becoming due. The provisional escalation shall be calculated by using the latest relevant "on-EMITS-published" price indices;

*Step2: Once a year, upon availability of the final published price indices for the related milestone, the Contractor request its non-UK Sub-Contractors to submit their final recapitulative invoice or credit note for the price revision corresponding to the milestone, with the supporting evidence and showing any credits or debits.

4.7 CONTRACTOR'S INVOICE OBLIGATIONS

The Contractor shall send its invoices, with the corresponding Prime Written Statement and PMAC with appropriate supporting documentation as defined in 4.3.2 above, to the following account payable department email address: Ads.ap@airbus.com unless otherwise communicated in writing by the Prime Contractor.

Each invoice shall contain the following information:

- a) The name and addresses of the Parties;
- b) Prime Contractor VAT registration number : GB 582 537 322;
- c) Contractor's VAT registration number : CZ 61389021;
- d) name of the Project ;
- e) identification number of this Contract (CW134304) and SAP reference number of the milestone payment plan (4500741362);
- f) identification of the required payment (milestone definition, number, date and amount);
- g) identification of the agreed travels and subsistence expenses;
- h) name and address of the Bank to be credited together with the relevant Bank account number ;
- i) place of performance of invoiced Work ;
- j) place of delivery of invoiced Work and the delivery note number;
- k) Identification of the number of VAT Exemption Certificate (if any);
- l) any specific requirements of the Prime Contractor necessary for payment of the Contractor's invoice that may be notified to the Contractor from time to time



The Prime Contractor shall not be liable to the Contractor for any delay in payment resulting from the improper or incorrect submission of Contractor's invoices.

Clause 5 - Representatives and Legal Entity

5.1 The Prime Contractor's representatives are:

- a) for technical matters or a person duly authorised (the "Technical Officer").

All correspondence for technical matters shall be addressed as follows:

	To:	With copy to:
Name	[REDACTED]	[REDACTED]
Telephone No.	[REDACTED]	[REDACTED]
Email Address	[REDACTED]	[REDACTED]
Mail Address	Airbus Defence & Space Ltd Anchorage Road Portsmouth Hampshire PO3 5PU United Kingdom	

- b) for contractual and administrative matters or a person duly authorised (the "Contracts Officer").

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

	To:	With copy to:
Name	[REDACTED]	[REDACTED]
Telephone No.	[REDACTED]	[REDACTED]
Email Address	[REDACTED]	[REDACTED]
Mail Address	Airbus Defence & Space Ltd Anchorage Road Portsmouth Hampshire PO3 5PU United Kingdom	

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

	To:
Name	[REDACTED]
Telephone No.	[REDACTED]



e-mail address	[REDACTED]
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5.2 The Contractor's representatives are:

- a) for technical matters or a person duly authorised (the "Technical Officer").

All correspondence for technical matters shall be addressed as follows:

	To:	With copy to:
Name	[REDACTED]	[REDACTED]
Telephone No.	[REDACTED]	[REDACTED]
Email Address	[REDACTED]	[REDACTED]
Mail Address	Sobotecká 1660 51101 Turnov Czech Republic	

- b) for contractual and administrative matters or a person duly authorised (the "Contracts Officer").

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

	To:	With copy to:
Name	[REDACTED]	[REDACTED]
Telephone No.	[REDACTED]	[REDACTED]
Email Address	m [REDACTED]	[REDACTED]
Mail Address	Sobotecká 1660 51101 Turnov 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	Sobotecká 1660 51101 Turnov Czech Republic

Clause 6 - Changes

6.1 General



The Prime Contractor may at any time, by written order, request changes to the Contract and the Contractor shall be obliged to implement such changes under the conditions specified below.

The Prime Contractor may also accept changes proposed by the Contractor on its own initiative or on behalf of its Subcontractors and lower-level contractors.

No change to the Contractual Baseline, as defined in Article 1 above, and no change which establishes or may establish a financial or other obligation to the Prime Contractor, shall be introduced, implemented, or approved by the Contractor, on any level of contracting, without the written consent of the Prime Contractor duly authorised Representatives listed in Clause 5 above.

The template of a Contract Change Notice (CCN) will be provided to the Contractor upon request.

6.2 Classifications of Changes

All changes, depending upon their nature, shall be classified into the categories defined below.

The baseline from which deviations are deemed to be changes shall be the Contractual Baseline as defined in Article 1 above of the status as agreed and approved by the Prime Contractor at the date of approval of the change.

Class A changes are alterations which result from one or more of the following causes:

- i. A change to the documents of the Contractual Baseline through an approved Contract Change Notice (CCN);
- ii. The Prime Contractor' failure to execute one of its undertakings as defined in the Contract.

Class B changes are all other changes.

Notwithstanding the above Class A and B changes definitions, the Contractor shall be ready to offer reasonable flexibility in the execution of its Work with respect to changes to Interface and Operations requirements of the Appendix 2, which shall not entitle the Contractor to claim Class A changes, when such are pursued by the Prime Contractor until Satellite PDR as long as this change of interface does not significantly impact cost assumptions or require reiteration of significant design or development activities already performed before the change of interfaces requirements.

In addition, the Contractor shall provide, as part of its baseline activities under the Contract, support requested by the Prime Contractor to analyse possible changes to the interface or operations requirements. Actual implementation of such changes, required until 6 months after the contract signature will be treated as Class B.

6.3 Change Procedure

6.3.1 Change Processing:

- Should the Prime Contractor consider it necessary, in order to keep proper track of the Contractual Baseline, to compile approved Contract Change Notices into a Rider to the present Contract, the Contractor shall agree to do so.



6.3.2 Change Review

- A Change Review Board (CRB) shall be set up, upon request of either Party and/or the Agency, consisting of the Agency, the Prime Contractor and the Contractor's Representatives designated in Clause 5. The function of the Board shall be to review and decide upon all Contract Change Notices (CCNs) submitted to it. The members of the CRB may be assisted by specialists of their own staff or the staff of their Subcontractors.
- The Contractor shall make available to the Prime Contractor all data required by the Prime Contractor to permit a complete evaluation of the implications of any proposed change.
- When examining CCNs, the CRB shall either reach unanimous agreement or draw up a statement of disagreement.

6.3.3 Decision on a Change

- Approval

Approval of a CCN constitutes:

- A confirmation of the Prime Contractor's decision to introduce a change;
- An agreement on the classifications of the change, its costs and the consequences of the change on the schedule, on the technical requirements and/or other provisions of the Contract.

Signature of the CCN by the duly authorised Representative of each Party (designated in Article Clause 5 above) constitutes approval of the change and shall render the change enforceable and the contract terms shall be deemed to be modified accordingly.

As a result of the agreement on the change, the Contractor is responsible for its implementation, in all projects aspects, including amongst others, update of documents, configuration of documents, technical specifications, drawings, lists and schedule.

- Rejection

The Prime Contractor reserve the right to reject, after evaluation, the introduction of a change even if it has itself initiated such a change.

- Disagreement

Nothing contained in this Article or elsewhere is to be construed as justifying any decision by the Contractor not to introduce or to suspend the introduction of a change approved or ordered by the Prime Contractor.

Any disagreement regarding the influence of a change on the cost, the time schedule or any other provision of the Contract, which cannot be settled by the CRB, shall be laid before the Change Appeal Board (CAB), unless either Party agrees in writing to accept the other's point of view. Upon reaching of an agreement, the Prime Contractor and the Contractor's representatives shall sign the CCN.

The CAB shall consist of two (2) high-level representatives of each Party to be nominated by the Prime Contractor and the Contractor through an exchange of letters. One (1) representative on each side shall be from the technical side, the other from the administrative side.

The Prime Contractor or the Contractor may also submit any other dispute relating to this Contract to the CAB.



Within two (2) months of the submission of the dispute or such longer time as the parties may agree, the CAB shall either arrive at a unanimous agreement or establish that a disagreement continues to exist.

In the latter case, either Party may submit the disagreement to the Dispute Adjudication Board (DAB) or eventually to the arbitration procedure, as provided for in Clause 35.1 and Clause 35.2 of the ESA GCCs respectively.

Notwithstanding the aforesaid, when the Contractor has been so instructed by the Prime Contractor under Article 6.8, the Contractor shall continue to implement the change unless otherwise requested by the Prime Contractor even in case a matter was referred to CRB, CAB or DAB or Arbitration.

6.4 Consequences of the changes on the Contract's terms

Class A Changes

If any Class A change causes an increase or decrease in the cost of, or the time required for, the performance of the Contract, an appropriate adjustment shall be made in the price, or the schedule, or both.

Each proposed modification shall be priced and submitted in the same detail and on the same basis as the original subject matter of the Contract (e.g. hourly rates, overheads, profit margins, price type, PSS forms, modified payment plans, etc.,) unless otherwise specifically agreed.

In the event of cancellation of any Work or hardware (negative Class A), the Agency reserves the right to audit the relevant costs, in accordance with Annex I to the ESA GCCs.

Class B Changes

The Contractor shall be responsible for all Class B changes and these shall not change the conditions of the Contract. In particular the cost and schedule impacts of changes deriving from the parts procurement activity or of changes necessary to make the subjects of Sub-Contracts conform to their technical specifications shall not be borne by the Prime Contractor.

All class B changes between the Contractor and Subcontractors throughout the whole consortium shall be copied to the Prime Contractor for information and further disclosure to the Agency, with reference in particular but not limited to price changes and geographical distribution (if any).

Other Changes

Changes related to Parts Alert:

In case of a Parts Alert affecting equipment included in satellite elements (hardware or software) already delivered to the Contractor, to the Prime Contractor or directly to the Agency, the Contractor shall, without delay, notify the Prime Contractor of any negative impact on the satisfactory performance of the Contract and in particular on the agreed schedule induced by such Alert.

The Contractor shall comply with the applicable requirements for Alert management defined in the Contract (PARD) and provide its analysis of the impact that such event may have on the Contract performance and shall recommend, in accordance with the Alert management procedure, any corrective action to be undertaken, if necessary. The agreed price of any corrective action agreed with the Prime Contractor, resulting from such Alert understood to be outside of the Contractor's control and of the Contract price, shall be borne by the Prime Contractor, with the exclusion of any other costs not directly



associated with the required corrective actions (e.g. schedule impacts) or already covered by the warranty of the affected equipment.

The relevant date(s) relating to the penalty/incentive schemes on delivery will be modified accordingly in order to take into account the implementation schedule of the mitigation measures.

Changes related to the financial deficiency of the Contractor and/or its subcontractors:

The Contractor shall, without delay and in any case at the latest within forty-eight (48) hours of its coming to his notice or of the time when the Contractor should have come into notice, had the Contractor used its best diligence in the Contract's performance, notify and consult with the Prime Contractor of any occurrence likely to affect the satisfactory performance of the Contract and in particular of the agreed schedule.

The Contractor shall, without delay and not later than within three (3) working days, notify the Prime Contractor of any event concerning either the Contractor or any of its subcontractors which may have a negative impact on the satisfactory performance of this Contract and in particular on the agreed schedule, and related to:

- i. filing of a petition for bankruptcy or insolvency or the initiation of any similar proceedings with regard to the Contractor or any of its subcontractors; or
- ii. the termination of the Contractor's and/or the subcontractor's commercial activities; or
- iii. the winding-up of the company (Contractor or one of its subcontractors).

Following that notification and not later than five (5) working days, the Contractor shall provide, in writing, its analysis of the impact that such event may have on the Contract performance and shall propose any mitigation measures to be taken, if necessary. The Parties shall then discuss in good faith the mitigation measures to be implemented. The agreed price of the implementation of the measures, limited to the execution of the activities related to the deficient subcontractor by the Contractor resulting from such event (and with the exclusion of schedule impacts), understood to be outside of the Contractor's control and the Contract price, shall be borne by the Prime Contractor.

The relevant date(s) relating to the penalty/incentive schemes on delivery will be modified accordingly in order to take into account the implementation schedule of the mitigation measures.

6.5 **Limitation of liability for changes**

- i) The Contractor shall reduce to the minimum any delay to the Project caused by any changes. If a delay due to a Class A change causes extra costs, the Prime Contractor shall pay such costs only insofar as this delay really occurred and the Contractor can prove that this change was the sole cause of the delay. Contractual target dates shall be extended only if the Contractor can prove that the Class A change is the sole cause of his requesting a delay.
- ii) The conditions governing a change shall be those contained in the Contractor's Change Notice as approved by the Prime Contractor; any documentation related to a change supplied by a Subcontractor shall be considered as supporting information only and shall have no contractual implication whatsoever.
- iii) The Prime Contractor shall not bear the cost of implementing changes deriving from any work for TRUTHS Mission related activities which the Contractor and/or its Subcontractors may be performing under a contract with the Prime Contractor, the Agency or a Third Party.
- iv) Further, the Contractor or any of its Subcontractors or lower level contractors shall be precluded from making any claim whatsoever in connection with a change, if the Contractor, Subcontractors or lower level contractors have failed to submit a change proposal within the timeframe set up in the change request taking into account the complexity of this change request following the receipt of the Change Request,



unless the Prime Contractor grants an extension, by notification in writing to the Contractor, upon Contractor giving due justification for the delay.

- 6.6 All tasks and activities relating to the contractual change procedure (notably establishment of the change proposal data package and negotiation and administrative implementation of the change, configuration management, administrative effort associated with the updating of baseline documentation, implementation of industrial policy directions) shall form part of the Contractor's system routine activities covered by the Contract price and cannot be charged in addition to the baseline activities, unless the Contractor can demonstrate that, in case of the Prime Contractor requested Class "A" change, the associated effort and cost are of such magnitude that they are tantamount to new procurement.
- 6.7 Nothing contained in this Article or in Appendix 2 is to be construed as justifying any decision by the Contractor not to introduce or to suspend the introduction of a change approved or ordered by the Prime Contractor.
- 6.8 Change procedure under exceptional circumstances

In exceptional circumstances, justified by programmatic constraints and urgency, the Prime Contractor reserves the right, to instruct the Contractor In Writing by the Prime Contractor's representatives to implement a change to the requirements covered by the Contract, on the basis of a preliminary quotation submitted by the Contractor on the effects of such change on the contractual work, price, schedule, Deliverables or any other terms and conditions by signing an Authorisation to Proceed (ATP) specifying a financial limit of liability, unless covered in a financial limit of liability already released.

When a change is so authorised, the Contractor shall proceed with its implementation in accordance with the Prime Contractor's instruction and within the limit of liability specified here above. It shall moreover submit to the Prime Contractor a committing and detailed quotation within reasonable time after receipt of the Prime Contractor's instruction. The resulting change to the Contract shall be introduced in accordance with the present Clause 6.

The Contractor shall immediately inform the Prime Contractor of any objection it has to the implementation of the Prime Contractor's instruction.

If no agreement can be reached on the above-mentioned CCN, the Contractor shall be reimbursed under Time and Material Price type within the limit of liability referred to above. Prior to such payment, the Prime Contractor shall have the right to request detailed evidence of the cost incurred or to audit the costs incurred, in accordance with the provisions applicable to Time and Material type of price, as defined under the General Clauses and Conditions for ESA Contracts (Annex II, ESA GCCs).

Clause 7: Penalties / Incentives

No Penalties are foreseen to be applicable for Phases B2 and Advance C.

However for Phase C/D/ E1 the following shall apply:

Penalties, shall apply as follows:

1. Penalties shall be calculated in accordance with the scale laid down in paragraph 1.1 of Annex III to the ESA GCCs.
2. Should the Contractor fail to achieve a successful completion of the following milestone(s) on the dates indicated below, penalties, as provided for in the ESA GCCs shall apply and shall be calculated based on the penalised value as follows:

-



- Penalised Milestone (s)	- Contractual delivery Date	- Penalty Value in accordance with paragraph 1.1, Annex III ESA GCCs (Firm Fixed)
- TBD	- TBD	- TBD

3. For the purpose of Clause 17.1.1 ESA GCCs it is agreed that penalties shall apply even though the Contractor meets the required contractual delivery date(s) and the Prime Contractor rejects the subject of the delivery. In such case, penalties shall apply with effect from the date of rejection or from the date of delivery, whichever is the latest.

4. No further penalty on the delivery of any other item shall be applied

5. For the purpose of Clause 17.1.3 ESA GCCs second paragraph, the total amount of any penalty applied by the Prime Contractor to the Contractor shall accrue directly to the Prime Contractor and, in accordance with the Article 3.7 above, be deducted from the related payment milestone.

6. Clause 17.1.5 ESA GCCs (Sole Recourse for late Delivery) shall apply to this Contract without modification.

7. Subcontractors [if any]:

The provisions of Clause 17 of the ESA GCCs, with the penalty scale laid down in Annex III, paragraph 1.1 shall apply to any penalty impacting the subcontractors. For the purpose of clause 17.1.3 second paragraph, the total amount of any penalty applied by the Contractor to its subcontractors shall accrue directly to the Contractor.

In addition (paragraphs 1-6 above):

- Prior to taking any decision on the application of the above penalty clause or on waiving the same, the Contractor shall inform the Prime Contractor.
- The Contractor shall not charge the prime Contractor and the Contractor's subcontractors shall not charge the Contractor any insurance premium to cover against any losses which may be incurred as a result of the application of this Article.
- A dedicated list of subcontractors' Penalties (if any) shall be maintained by the Contractor.

Clause 8: Warranty Period

8.1 The warranty for **Non-Flight items** shall start after the successful Acceptance Review by the Prime Contractor of the Deliverable Items (hardware and software) and their physical delivery to the Prime Contractor in accordance with the Articles of this Contract and shall run for a period of **twenty four (24)** months.

In case Documentation (including designs) is the only Deliverable under the Contract the warranty shall start after submission and approval of the Documentation by the Prime Contractor in accordance with Clause 16 of the ESA GCCs.

8.2 The warranty period for all **Flight-Items** shall start at the respective successful Acceptance Review and their physical delivery to the Prime Contractor in accordance with the Articles of the ESA Draft Prime Contract and shall run for a period of **twenty four (24) months** or until lift off of the launcher whichever



is earlier, with the exception of the items necessary to perform the commissioning of the TRUTHS Mission, for which the warranty shall run until successful completion of the TRUTHS Mission in Orbit Commissioning Review.

8.3 Not Applicable.

8.4 Warranties shall survive inspection, acceptance and payment and shall benefit to the Prime Contractor and to the Agency and their agents, successors in interest, assigns and clients, if any.

Clause 9: General Conditions Of Execution

The following provision is added to Clause 8.2 of the ESA GCCs:

In order for the Agency and/or the Prime Contractor to examine, evaluate and inspect the technical performance of the work (including data, design, test data and documentation) by the Contractor and its Subcontractors under the Contract, the Agency's and/or the Prime Contractor's representatives shall have the right to access those premises where work on or in connection with the Contract is being, has been or is intended to be performed subject to five (5) working days prior notice, except in case of extreme urgency. The Contractor shall secure access for the prime Contractor's and/or the Agency's representatives to its premises as well as to the premises of its Subcontractors. Except in case of extreme urgency, the Agency through the Prime Contractor or the Prime Contractor shall provide reasonable prior notice of any intended visit to a Subcontractor's premises to the Contractor and a representative of the Contractor shall be invited.

Work under this Contract shall not be performed in association with or in proximity to work subject to national security or similar restrictions such that access to the area in question by the Agency's and/or the Prime Contractor's representatives could be prevented for national or similar security reasons.

The Agency through the Prime Contractor or the Prime Contractor may request the immediate suspension of any work it may judge unsatisfactory as failing to comply either with the contractual requirements or with good industry practice. The exercise of this right shall in no way operate as a waiver of the Agency's or the Prime Contractors' rights or lessen the Contractor's contractual obligations under the Contract.

Clause 8.8 COMPLIANCE WITH APPLICABLE LAW is added as follows:

8.8.1 Definition

"Applicable Law" means all applicable laws, statutes, orders, rules, provisions, regulations, directives and guidelines which have legal effect in regards to a Party and/or the Work, whether local, national, international or otherwise existing, each amended and revised from time to time.

8.8.2 General

The Contractor shall at all times ensure its compliance and the compliance of the Work with all Applicable Law, including those dealing with:

- A. labour, employment
- B. environment set out in Clause 8.8.3 "Environmental Requirements"; and
- C. health, and safety; and
- D. anti-corruption and bribery as set out in Clause 8.8.4 'Anticorruption' hereunder'; and



- E. privacy and data protection as set out in Clause 8.8.5 "Data Protection" hereunder; and
- F. sanctions and export control as set out in Clause 15.3 hereunder
and including any evolution thereof, occurring during the term of this Contract.

8.8.3 Environment Requirements

Without prejudice to Clause 8.8 "Compliance with Applicable Law", the Contractor warrants, represents and undertakes on an ongoing basis that it shall and will procure that its Subcontractors shall comply with the requirements set out in Appendix 10 "Airbus Provisions on Employee Protection, Environment and Hazardous Materials (Environmental Annex)" attached hereunder.

8.8.4 Anti-Corruption

8.8.4.1 "Public Official" (also referred as "Government Official") means officials of public institutions but also commercial enterprises to the extent the commercial enterprise could be an "instrumentality" of the government. This includes any person working at a governmental body in all branches, levels and subdivisions (e.g. local, regional or national and administrative, legislative or executive) as well as any political party candidate and any business known to be owned or operated by a public official;

8.8.4.2 The Contractor, its executives, employees, agents and any individuals or companies that may be involved in the execution and/or the performance of this Contract shall comply with all governmental statutes, laws, rules and regulations, including all local and international anti-corruption laws applicable to the performance of its obligations and activities under this Contract.

8.8.4.3 Accordingly, in the performance of this Contract, the Contractor shall refrain from:

- A. offering, promising, arranging for or paying, either directly or indirectly, anything of value (including monies, gifts and entertainment and special favours) to any individuals, including Public Officials, for the purpose of improperly inducing that individual to perform or fail to perform his/her official duties, or to assist the Contractor or Prime Contractor in obtaining business, retaining business or securing any improper advantage;
- B. offering or paying unofficial payments to Public Officials to speed up or obtain routine governmental actions (including obtaining permits, licences, or other official documents; processing governmental papers, such as visas and work orders; providing police protection, mail pick-up and delivery, or scheduling inspections associated with contract performance or transit of goods across country); and
- C. seeking, accepting, or paying for any confidential, non-public information regarding competitors, tenders and technical specifications, bids and bid prices.

8.8.4.4 The Contractor shall ensure that the foregoing provisions are included in all contracts to be entered into with its Subcontractors.

8.8.4.5 The Contractor shall give notice immediately to the Prime Contractor of any investigation or legal proceeding initiated against the Contractor by any public authority relating to an alleged violation of applicable laws and regulations with respect to the execution and/or the performance of this Contract by itself or its Affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in the performance of this Contract.

8.8.4.6 On request from the Prime Contractor, the Contractor shall demonstrate the means implemented in order to ensure its compliance with anti-corruption laws and regulations, and the Prime Contractor reserves the right to audit the Contractor in order to check the compliance of the Contractor to the applicable anti-corruption laws and regulations.

8.8.4.7 If the Contractor does not comply with its obligations under this Clause 8.8.4 "Anti-Corruption", the Prime Contractor then reserves the right to terminate this Contract pursuant to Article 32 "Termination with Fault of the Contractor" of the ESA GCCs.

In case the Contractor fails to comply with this obligation, the Contractor shall at all times keep the Prime Contractor completely harmless from any possible legal actions, of whatever nature resulting from the



Contractor's and/or Subcontractor's and/or supplier's failure to comply with the said laws, regulations and requirements.

Clause 8.8.5 PERSONAL DATA PROTECTION is added as follows:

8.8.5.1 "**Personal Data**" means any information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (as defined in GDPR).

8.8.5.2 The Parties confirm and agree that any Personal Data exchanged in connection with this Contract and performance hereunder has been collected and will be exchanged in compliance with the applicable personal data protection laws and regulations, as independent data controllers (i.e., the organisation determining the purposes and the means of the processing of Personal Data).

8.8.5.3 The Parties mutually agree to enter to insert any additional contractual measures that may be required by the applicable personal data laws and regulations to ensure such compliance during the term of this Contract. The Contractor shall ensure that obligations under this article are included in all contracts to be entered into with its subcontractors.

Clause 8.8.6 RESPONSIBILITY AND SUSTAINABILITY is added as follows:

Without prejudice to this Clause, "Intellectual Property Rights", "Confidentiality" and those related to information security, import and export, the version of the Airbus Supplier Code of Conduct, which has been accepted by the Supplier through the signature of the commitment letter included in the Airbus Supplier Code of Conduct, is hereby incorporated into the Contract

The Contractor shall comply with the requirements of Appendix 8 "Airbus Sustainability Requirements" hereunder.

Clause 8.9 is added as follows:

In the performance of its obligations under this Contract, without prejudice to the relevant Clauses of the ESA GCCs, the Contractor shall comply, at all times, with the eligibility requirements identified in Article 18 of the Agency's Procurement Regulations available at: <https://esastar-publication.sso.esa.int/supportingDocumentation>.

Clause 8.10 is added as follows:

The Contractor shall, in accordance with the Agency's Policy on the Prevention, Detection and Investigation of Fraud, available at: <https://esastar-publication.sso.esa.int/supportingDocumentation>, 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 10: Import/Export licences/authorisations and related Documentation

The following provisions are added to the Clause 15.3 of the ESA GCCs:

The Parties shall be responsible for complying with all applicable national and international laws and regulations including, but not limited to laws and regulations applicable to sanctions and embargoes, import, export, re-export and/or transfer/re-transfer (hereinafter the "**Export Regulations**").



The Parties acknowledge that any non-compliance with such Export Regulations is prohibited.

The Contractor undertakes to inform the Prime Contractor and the Agency immediately about any issues related to export control authorisations/licences or classification changes or change in the Work affecting the Export Control Classification (via an update of the form set out in Appendix 6.3 "Electronic Export Control Classification Declaration, eECCD) until Launch, which may have an adverse impact on his capacity to perform his obligation under this Contract.

Sub clause 15.3.1 is completed by:

The declaration regarding Export Control Classification completed by the Contractor is annexed to the Contract in Appendix 6 "List of Export Control Documentation" hereunder.

The Parties agree that the Prime Contractor shall have the ability to use and deliver the Work, and the Agency (and its end customer, as the case may be) , any company, individual, government or entity which has or its going to have the lawful ownership, usage or benefit of the Work to use, operate and/or maintain :

- A. its final Deliverable for which the Work is/(are) procured in accordance with the Export Regulations; and
- B. as per the end use and, when applicable, the end user for which the Work is/(are) procured, as specified by the Prime Contractor.

Sub clause 15.3.2 is completed by the following:

In the event that any Export Regulations would prevent the Contractor from complying with the obligations under this Article and without prejudice the provisions of Clause 32.1 e) Clause 32.1 f) and of Clause 14.3 of the ESA GCCs , the Contractor shall within a timeframe compatible with the schedule of relevant deliveries under this Contract submit to the Prime Contractor a proposal for the possible replacement or modification of the restricted technology, including a detailed assessment of all impacts on design, Price and the qualification status.

The Contractor represents that, at the date of signature of this Contract, is not, directly or indirectly, subject to any sanctions lists or located in a comprehensive embargoed country according to Export Regulations.

The Contractor shall immediately inform the Prime Contractor in writing if during the term of this Contract, it becomes subject to any sanctions, investigation, claim, action, or proceedings according to the Export Regulations.

In the event that the Contractor is subject to any sanctions or embargo lists, according to the Export Regulations and/or the performance of a Party's and/or, if applicable, any of the Prime Contractor's obligations under this Contract would constitute a breach of Export Regulation, the Prime Contractor will be entitled to:

- A. suspend performance of its obligations under this Contract without prior notice and with immediate effect; and/or
- B. terminate this Contract with a prior written notice and with immediate effect in accordance with Clause 32.1 f) TERMINATION WITH FAULT OF THE CONTRACTOR;

and in each case, without any liability for the Prime Contractor.

Sub clause 15.3.3 is complemented by the following:



The Prime Contractor will provide to the Contractor the “Programme Description” (Appendix 6.1) and the “End-User Statement” (Appendix 6.2) to the Contractor, if necessary for the license application by the Contractor, prior to this Contract signature or during the execution of this Contract.

Sub clause 15.3.4 is replaced by the following:

Whenever all or part of the Work is subject to Export Regulations, the Contractor shall:

1. apply for and obtain on time from the relevant export authorities, any relevant licences or authorisations for the export, re-export, transfer, re-transfer, delivery and use of the Work as specified by the Prime Contractor (the “Export Authorisation”), and when necessary, implement any update on time, to ensure that the Work is delivered as required by the Prime Contractor under this Contract, and at no cost to the Prime Contractor;
2. Request the Prime Contractor to complete an End User Statement as required by the relevant authority using the End – User template of the Prime Contractor;
3. Promptly inform the Prime Contractor of any change related to its company name and/or related to the address of any of its involved sites;
4. Provide to the Prime Contractor, upon request, with any declarations and certifications required by the applicable Export Regulations, including those related to Subcontractors, if any;
5. prior to submission to the competent export control authority and upon request, provide the Export Authorisation application and any amendments to the Prime Contractor for review. The Export Authorisation application shall include the identification of any freight forwarder and customs service provider that is physically in contact with the export controlled Deliverables/ Work contained in the package delivered to the Prime Contractor;
6. prior to submission to the competent export control authority and upon request, provide the Export Authorisation application and any amendments to the Prime Contractor for review. The Export Authorisation application shall include the identification of any freight forwarder and customs service provider that is physically in contact with the export controlled Deliverables/ Work contained in the package delivered to the Prime Contractor;
7. Provide for each delivery of:
 - a) tangible Deliverable(s)/Work (e.g. equipment, material, spare part), the applicable: Export Regulations, Export Control Classification and the Export Authorisation number referenced in the shipping documents (delivery note, packing slip, commercial invoice); and/or
 - b) intangible Deliverable(s)/Work (e.g. technical data, documentation, technology, software, service, work), the applicable Export Regulations and the Export Control Classification referenced directly in the provided intangible Deliverable(s)/Work;

It is the Contractor’s responsibility to declare such information of the Deliverable(s)/Contractor to ensure compliance with the Export Regulations.

8. provide to the Prime Contractor, when and as required by the Export Regulations, the information related to its employees or Subcontractors and any related Third Party for the Prime Contractor to authorise access to any export-controlled information in the form set out in the “Compliance Declaration Template for Third Party Export Control Items Access Control” and/or to comply with the Prime Contractor’s accreditation process for Export Regulations access control compliance when required;
9. not give access to intangible and/or tangible export-controlled items to its Subcontractor when provided by the Prime Contractor without the Prime Contractor’s prior written authorisation;
10. be responsible for its Subcontractors’ compliance with all provisions of this Clause 15.3;



11. be responsible for all applicable regulatory record keeping requirements;
12. visually identify by a label the package containing export-controlled Deliverables/ Work delivered to the Prime Contractor's premises;
13. be able to track and trace the shipping and delivery of export-controlled Deliverables/Work until the Place of Delivery of the Prime Contractor;
14. seek the Prime Contractor's review and approval of the provisions of the U.S. Technical Assistance Agreements ("TAA") or Manufacturing License Agreement ("MLA") prior to being submitted to the U.S. export authorities, should one (1) or more TAA or MLA be required for the fulfilment of the Contract. The Contractor shall also provide the Prime Contractor with a copy of the fully executed TAA or MLA and of the issued approval that includes all provisos that relate to the execution of the Contract or the compliance obligations of the Parties. The Contractor shall provide to the Prime Contractor any specific non-disclosure agreement required by the Export Regulations through the TAA or MLA; and
15. declare any political contribution, commission and fees payments as referred under Part 130 of the U.S. International Traffic in Arms Regulations ("ITAR"). This declaration shall be made upon request from the Prime Contractor through "Form F Airbus ITAR PART 130 Declaration for Vendor".

Sub-Clause 15.3.6 is added as follows:

15.3.6. Should in the execution of the Contract a need arise to provide the Prime Contractor and the Agency with information which is subject to Export Regulations, the Contractor shall secure that such information is only passed on to the Prime Contractor and the Agency in accordance with the provisions of such Export Regulations.

The Contractor undertakes to inform ESA through the Prime Contractor immediately about any issues related to export control authorisations/licences, which may have an adverse impact on its capacity to perform its obligation under this Contract.

Clause - 11 TERMINATION WITH FAULT OF THE CONTRACTOR

The following shall be added to the Clause 32 of the ESA GCCs:

- f) if the Contractor is subject to any sanctions according to Export Regulations, as required under Clause 15.3.2.

Clause 12 - Deviations from the ESA Draft Prime Contract

The provisions of the ESA Prime Contract (ref 4000142931/23/NL/VA) shall be applicable to this Contract with the following exceptions and amendments:

Article	Section	Clause	Title	Description	Notes
Preamble					Shall be complemented by the preamble of this Contract



1	1.1		<i>SUBJECT OF THE CONTRACT</i>	<p>The following paragraph:</p> <p>§'' The Contractor further undertakes to perform during Phase B2..... Earth Watch Programme'' §</p>	Not applicable to the Contractor.
1	1.2 d		<i>APPLICABLE DOCUMENTS</i>	Appendix C	Shall be replaced by the Appendix 2 of this Contract.
2			<i>DELIVERY</i>		<p>Shall be replaced with the following</p> <p>The Deliverables of this Contract shall be as per the SOW (Appendix 2 hereto)</p>
3	3.2		<i>PRICE OF THE CONTRACT</i>	<p>The following paragraph:</p> <p>§'' The Management Reserve is composed by a Basic Management Reserve (BMR) and a Subcontractor Management reserve (SMR) and is further broken down as follows:</p> <p>a) Prime Contract MR (BMR)</p> <p>b) Subcontractors MR (SMR)</p> <p>The hereabove management reserves, BMR and SMR, shall be used as defined in Article 3.4 here below and solely for their respective purposes as identified in the same Article 3.4. §</p>	Not applicable to the Contractor.
	3.2.2		<i>INCOTERM</i>	DDP	Replaced by Clause 3 of this Contract.
	3.2.5		<i>FIXED ASSET</i>	<p>§'' For information only: applicable to Phase C/D/E1: Within the price of the future Phase C/D/E1 the</p>	Not applicable to the Contractor.

				<p><i>following item shall be anticipated as becoming, upon its acceptance by the Agency, an ESA Fixed Asset:</i></p> <p><i>Fixed Asset:</i></p> <p><i>TRUTHS Satellite §</i></p>	
	3.4		<i>MANAGEMENT RESERVE</i>		<i>Not applicable to the Contractor</i>
	3.5.		<i>PAYMENT</i>		<i>Shall be replaced by Clause 4 of this Contract</i>
4	4.8.2		<i>PHYSICAL INSPECTION</i>	<p><i>The following paragraph:</i></p> <p><i>§ During the physical inspection, the Contractor shall complete the template of Physical Inspection Report (see Annex 1 to Appendix G) and transmit it to the Agency's representative at the following address:</i></p> <p><i>Mr Nicolas Walser (EOP-B)</i></p> <p><i>The European Space Research Institute (ESRIN)</i></p> <p><i>Via Galileo Galilei</i></p> <p><i>Casella Postale 64</i></p> <p><i>00044 Frascati (Roma)</i></p> <p><i>Italy§</i></p>	<p><i>Shall be replaced with the following:</i></p> <p><i>“During the physical inspection, the Contractor shall complete the template of Physical Inspection Report which will be provided upon request to the Contractor by the Prime Contractor and transmit it to the Agency through the Prime Contractor.”</i></p>
5		<i>Clause 2</i>	<i>APPROVAL AND ENTRY INTO FORCE</i>		<p><i>Shall be replaced with the following:</i></p> <p><i>The Contract shall enter into force on the date of its signature by both Parties (the “Effective Date of Contract”) and shall govern all activities until the entire and successful completion of all obligations by the Contractor, unless earlier</i></p>



					<p><i>terminated in accordance with provisions of this Contract.</i></p> <p><i>Notwithstanding the foregoing, any Article and/or Clause hereof, which by its nature shall survive the expiry or termination of the Contract, shall remain in full force and effect after such expiry or termination.</i></p> <p><i>This Contract subsumes the previous Authorisation(s) to Proceed. All commitments and payments made under the Authorisation(s) to Proceed are deemed to have been committed and paid under the Contract.</i></p> <p><i>For the purpose of this Contract, the Parties' authorised representatives will sign electronically this Contract</i></p>
5		Clause 5	<i>THE PARTIES' REPRESENTATIVE S</i>		<i>Shall be replaced by Clause 5 of this Contract.</i>
5		Clause 9	<i>KEY PERSONNEL</i>	<p><i>The paragraph:</i></p> <p><i>§ The Contractor's key personnel is listed in the Minutes of the negotiation meeting referred to in Article 1.2 above. §</i></p>	<p><i>Shall be replaced with the following:</i></p> <p><i>The Contractor's key personnel is listed in the Appendix 7 hereunder.</i></p>
		Clause 10	<i>SUBCONTRACTS</i>		<i>Not applicable to the Contractor.</i>
		Clause 11	<i>CUSTOMER FURNISHED ITEMS (CFI)</i>		<i>Shall be replaced by Clause 2.1 of this Contract.</i>



		Clause 12	ITEMS MADE AVAILABLE		Shall be replaced by Clause 2.2 of this Contract.
		Clause 13	CHANGES		Shall be replaced by Clause 6 of this Contract.
		Clause 15.1v	HANDLING, PACKING AND TRANSPORT, TRANSFER OF OWNERSHIP AND RISK, STORAGE		Not applicable to the Contractor.
		Clause 15.1 vi & 15.1 viii		References to the MARD	Shall be replaced with reference to the SoW/ WP (Appendix 2 of this Contract)
		Clause 15.3.6			<p>Shall be replaced with the following:</p> <p>a) <u>Flight Items</u></p> <p>Ownership in the flight Deliverable Items shall pass to the Prime Contractor upon their Acceptance as per Clause 16.</p> <p>Risk shall pass to the Prime Contractor upon physical delivery to the Prime Contractor to the destination stipulated in SOW or any destination stipulated at the Prime Contractor's instruction.</p> <p>b) <u>Non-Flight Items</u></p> <p>Transfer of ownership in all other Deliverable Items other than the Flight Items, shall take place upon their acceptance by the Prime Contractor in accordance with the provisions of Clause 16.</p>



					<p><i>Transfer of risk in Non-Flight Deliverable Items shall take place upon physical delivery to the Prime Contractor or to any destination stipulated in the Prime Contractor' instruction referred to in Article 2 or in the conditions foreseen in Article 4 of the Draft Prime Contract.</i></p> <p><i>With regard to Customer Furnished Items and Items made Available the transfer of ownership and risk shall take place as per Clauses 11 and 12 of the ESA GCCs.</i></p>
		Clause 16	ACCEPTANCE AND REJECTION	<p><i>The following paragraph:</i></p> <p><i>The following provision is applicable only to Phase C/D/E1 and are provided here for information only for the purpose of the build-up of the C/D/E1 industrial consortium:</i></p> <p><i>Acceptance of the TRUTHS Satellite shall be upon successful completion of the Qualification Acceptance Review (QAR), as defined in Appendix C hereto. Such acceptance shall not automatically release the consent to ship or consent to store, which shall be issued by the Agency in writing.</i></p>	<p><i>Shall be replaced with the following:</i></p> <p><i>“The following provision is applicable only to Phase C/D/E1 and are provided here for information only for the purpose of the build-up of the C/D/E1 industrial consortium</i></p> <p><i>Preliminary Acceptance of Flight Items and Non-Flight Items shall occur upon successful completion of the Acceptance Review/DRB, as defined in Appendix 2 (SOW) hereto.</i></p> <p><i>Final Acceptance of Flight Items and Non-Flight Items shall take place after physical delivery of the items in accordance with the Articles of the ESA Prime Contract and successful completion of their Incoming Inspection at the place of the delivery.</i></p>



		Clause 17			Shall be replaced by Clause 7 of the Present Contract
		Clause 18			<p>The Clause shall be complemented with the following:</p> <p>, 'The following provision is added to <u>Clause 18.1.3 Insurance:</u></p> <p>Any insurance which may be taken by the Contractor to cover its liabilities hereunder shall include a provision of non-recourse against the Prime Contractor, the Agency its agents and its insurers, with the exception of gross negligence or wilful act of the Prime Contractor, the Agency or its agents or its insurers. In any case, the Contractor shall indemnify the Prime Contractor and the Agency and hold the Prime Contractor and the Agency harmless against all consequences derived from the Contractor's default to obtain an insurance including such a provision in accordance with Sub-clause 18.1.6 of the ESA GCCs. '</p>
		Clause 22	WARRANTY PERIOD		Shall be replaced by Clause 8 of the Present Contract
APPENDIX A: FINANCIAL APPENDIX					Shall be replaced by the Appendix 1 of this Contract
APPENDIX C: STATEMENT OF WORK, ADS AND ANNEX					Shall be replaced by the Appendix 2 of this Contract



APPENDIX D: LIST OF BACKGROUND IPR AND OF THE AFFECTED DELIVERABLES			Shall be replaced by the Appendix 3 of this Contract
APPENDIX E: PROCEDURE FOR SELECTION OF SUBCONTRACTORS: ESA BEST PRACTICES (IPC(2012)65, REV.2			Not applicable to the Contractor.
APPENDIX H: INFORMATION REGARDING THE COMMON PROTECTION OF UNCLASSIFIED PROGRAMME/PROJECT INFORMATION			Shall be replaced by Appendix 5 of this Contract.



ANNEX A: ESA Prime Contract

- The ESA Prime Contract (referenced 4000142931/23/NL/VA) is not attached hereto but incorporated by reference. The Contractor confirms that it has been provided separately by the Prime Contractor.

APPENDIX 1: PAYMENT PLAN AND ADVANCE PAYMENT AND OTHER FINANCIAL CONDITIONS

Phase B2:

Milestone (MS) Description	Schedule Date	Payments from Airbus to Contractor (in Euro)
Progress (MS 1): Upon successful completion of Manufacturing Readiness Review and the successful acceptance of all related deliverable items.	02.01.2025	14 429,00
Progress (MS 2): End of Phase B2 - Upon successful delivery and acceptance of all deliverable items due under the Contract and required documents, <u>together with the provision and acceptance of the completed certificate of closure and contract closure documentation.*</u>	30.09.2025	113 436,00
TOTAL CONTRACT		127 865,00

* Note: Only required in the event that the subsequent Adv. C Phase Option is not exercised.

Advance Payment Description	Schedule Date	Advance Payment from Airbus to Contractor (in Euro)	Offset against
Advanced payment (20%) after successful completion of KO meeting	29.11.2024	25 573,00	MS 2
TOTAL CONTRACT Advance Payment		25 573,00	

Phase Advance C:

Milestone (MS) Description	Schedule Date	Payments from Airbus to Contractor (in Euro)
Final Settlement (MS 3): Advance C - Upon successful acceptance of all deliverable items due under the Contract and the Contractor's fulfilment of all other contractual obligations including submission of the signed Contract Closure Documentation.	02.10.2026	55 608,00
TOTAL CONTRACT		55 608,00



Revision of Fixed Prices (pre-defined escalation rates by country and escalation formulae)

Generic Information

Economic Conditions – 07/2022

Price Variation Formula

Note: Indices are those according to SOGETI "National Price and Salary Statistics expressed in EUR", (especially produced for ESA), published on esa star at the following internet address:

<https://esastar-publication-ext.sso.esa.int/supportingDocumentation/details/16>

1) Should a manifest error be discovered in the course of the contract on the indices used in defined formula, the Agency and/or the Prime Contractor reserve the right to correct them accordingly via a Contract Change Notice;

2) In case of discontinuation of a indices serie defined for each entity, the new indices serie (and associated conversion factor) will be solely applied to the milestones not covered by the discontinued indices serie;

3) Should indices provided by a National Statistic source be updated after the publication of the SOGETI document, the Agency and/or the Prime Contractor reserve the right to correct them accordingly via a Contract Change Notice, in case the SOGETI publication is not updated.

For Institute of Plasma Physics of the CAS (CZ):

Escalation Formula:

$$P1 = P0 \times (0,1 + 0,2850 \times (L1/L0) + 0,7150 (M1/M0))$$

Where:

P1 = Revised payment milestone amount after escalation (Euro)

P0 = contractually agreed milestone payment amount (Euro)

L0 = Labour index (CZ) of July 2022 L0 = 116,8 (ESA Bulletin 3Q/2022 – index 36.63.1022)

M0 = Material index (CZ) of July 2022 M0 = 154,2 (ESA Bulletin 3Q/2022 – index 34.61.931)

L1/M1 = arithmetic mean of monthly cost indices defined in the Contract, related to the period of price revision, determined by the month of the contractual scheduled (nominal) milestone date and the month succeeding that of the previous milestone. The indices applicable to the first milestone are the arithmetic means of the indices from the start of the work to the month of the first payment milestone.

Where more than one milestone shares the same contractually scheduled milestone date, their related escalation will be computed as if those milestones would form one single milestone. That is, the escalation will be based on the arithmetic mean of monthly cost indices defined in the Contract, related to the period of price revision, determined by the month of their contractual scheduled milestone date and the month succeeding that of the milestone preceding them.

Where indices are published quarterly, it is deemed that the value applies to each month of that quarter for the purposes of calculating the arithmetic mean.

APPENDIX 2: WPDs, STATEMENT OF WORK, DELIVERABLE ITEM AND SCHEDULE & MEETING

a) WBS and WPDs:

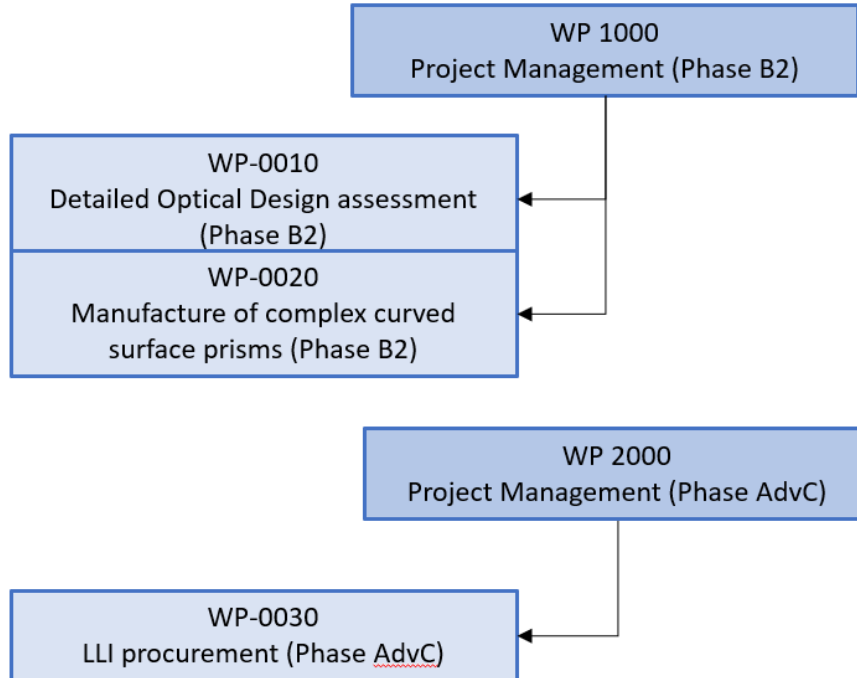


Figure 1: WBS of the project

Table 1: Work Package description

WP Title:	Management (Phase B2)	WP No:	WP-1000
Start Event / Date:	KO/ 01.11.2024	Page:	1 of 1
End Event / Date:	Phase B close-out meeting/ 30.9.2025	Issue No:	
WP Manager:		Phase:	B2
Objectives			
➤ To provide project support and interface with the customer and relevant stakeholders			
Inputs			
➤ Specification for TRUTHS Payload HIS Prisms BB ➤ Schedule of the project ➤ RfP (from Airbus Defence and Space) ➤ Applicable technical documents ➤ Interactions with AIRBUS (meetings, telecons)			
Tasks			
- Local management and coordination of all engineering activities - Schedule control - Cost control - Action items control and reporting - Interface with and reporting to AIRBUS - Subcontractors and suppliers support and management (if any) - Risk management			



<ul style="list-style-type: none"> - Contracts - Reviews preparation - Non-conformance notification, reporting and processing - Product assurance - Reliability, availability, maintainability and safety system engineering - Requirements engineering - Preparation of data packages for technical matters
Outputs
<ul style="list-style-type: none"> - Contributions to Management - WBS & WPD, schedule, procurements, etc - Progress reports when needed - NCR/RFD/RFW - Final report

WP Title:	TRUTHS - Detailed Optical Design assessment	WP No:	WP-0010
Start Event / Date:	KO / 4.11.2024	Page:	1 of 1
End Event / Date:	MRR / 2.1.2025	Issue No:	
WP Manager:		Phase:	B2
Objectives			
➤ To consolidate and agree on the optical production and drawing references			
Inputs			
➤ Applicable technical documents ➤ CAD models			
Tasks			
Review the optical detailed design performed by customer in order to de-risk manufacturability of its components: <ul style="list-style-type: none"> • Analyse requirements and identify optical component solutions to meet requirements. • to identify the production chain <p>The main risk areas are seen as: BOTH CENTRES MUST LIE ON THE PLANE OF MECHANICAL SYMMETRY TO WITHIN $\pm 0.05\text{mm}$ Measured values of radii and co-alignment. Note these measured values will be used during AIT to assemble the final instrument.</p>			
Outputs			
<ul style="list-style-type: none"> • Inputs to the Detailed Instrument Optical Design Definition Document • Optical design model (ZEMAX), including tolerance table and any other relevant inputs of the complex prism • Design inputs in order to meet the performance requirements • Inputs to the Optics Requirements Specification • Manufacturing Readiness Review (MRR) Data Pack including <ul style="list-style-type: none"> – Manufacturing Plan – Detailed CAD model (step model) – Manufacturing drawings – Manufacturing procedures 			

WP Title:	TRUTHS - manufacture of complex curved surface prisms	WP No:	WP-0020
Start Event / Date:	MRR / 17.1.2025	Page:	1 of 1
End Event / Date:	CTS / 17.9.2025	Issue No:	
WP Manager:	██████████	Phase:	B2
Objectives			
➤ to demonstrate the ability to manufacture high precision prisms by manufacturing a quantity of 2 Féry Breadboard prisms, each consisting of 1 convex spherical surface and 1 concave spherical surface of fused silica			
Inputs			
➤ MRR datapack ➤ ZEMAX optical design of the prisms, including merit functions ➤ 007.Specification TRUTHS Payload PRISMS_v2.pdf			
Tasks			
Support the optical manufacturing by TOPTEC in order to de-risk manufacturability of its components: <ul style="list-style-type: none"> to produce two prototype as defined in 007.Specification TRUTHS Payload PRISMS_v2 and WP0010 outputs measurements (CMM, wavefront error, micro-roughness, contamination) Identification of Long Lead Items (LLI) Provide an assessment of the manufacturing capability of the facility (How many prisms could be manufactured in a 12-month period within the requested tolerance) and identify the best ratio of quantity / price for a single batch of production. To define the best ratio quantity / price for a single batch of production. 			
Outputs			
<ul style="list-style-type: none"> Inputs to the Detailed Instrument Optical Design Definition Document Optical design model (ZEMAX), including tolerance table and any other relevant inputs of the complex prism Inputs to the Optics Requirements Specification List of LLI associated with prism manufacture Measurement reports Inputs to Final Report (Report containing inspections report and detailed measurement details, including verification of the tolerances that can be achieved in the manufacture of the prism, requirement compliance matrix for all drawing aspects, Lessons learned, etc.) HW: Two Féry prisms 			

WP Title:	Management (AdvC)	WP No:	WP-2000
Start Event / Date:	DRB / 16.10.2025	Page:	1 of 1
End Event / Date:	Final close-out meeting/ 04.12.2026	Issue No:	
WP Manager:	██████████	Phase:	Advance C
Objectives			
➤ To provide project support and interface with the customer and relevant stakeholders			
Inputs			
➤ Specification for TRUTHS Payload HIS Prisms BB ➤ Schedule of the project ➤ RfP (from Airbus Defence and Space) ➤ Applicable technical documents ➤ Interactions with AIRBUS (meetings, telecons)			



Tasks
<ul style="list-style-type: none"> - Local management and coordination of all engineering activities - Schedule control - Cost control - Action items control and reporting - Interface with and reporting to AIRBUS - Subcontractors and suppliers support and management (if any) - Risk management - Contracts - Reviews preparation - Non-conformance notification, reporting and processing - Product assurance - Reliability, availability, maintainability and safety system engineering - Requirements engineering - Preparation of data packages for technical matters
Outputs
<ul style="list-style-type: none"> - Contributions to Management - WBS & WPD, schedule, procurements, etc - Progress reports when needed - NCR/RFD/RFW - Final report

WP Title:	TRUTHS - LLI items procurement (AdvC)	WP No:	WP-0030
Start Event / Date:	DRB/CTS / 16.10.2025	Page:	1 of 1
End Event / Date:	FR / 02.10.2026	Issue No:	
WP Manager:		Phase:	Advanced C
Objectives			
Procurement orders for identified LLI			
Inputs			
<ul style="list-style-type: none"> ➤ List of LLI associated with prism manufacture ➤ Optics Requirements Specification and other outputs of WP-0020 			
Tasks			
Support the Commence procurement of any Long Lead Items that are required to secure the manufacture of 6 prisms during later phases.			
Outputs			
<ul style="list-style-type: none"> • HW: LLI deliverables (prism substrates and similar) 			

b) Statement of Work & Technical Specification

The Statement of Work, TRU-SOW-ADSP-PL-1001902626, issue 1.along with the Technical Specification referenced TRU-SP-ADSP-PL-1001918869 version 3.

c) Deliverable Items or a DIL

As per the Statement of Work TRU-SOW-ADSP-PL-1001902626, issue 1.



d) Schedule and Meetings

As per the Statement of Work, TRU-SOW-ADSP-PL-1001902626, issue 1.



APPENDIX 3: BIPR Table

The Contractor confirms that no Background IPR has been declared under the terms of this Contract, in accordance with the Clause 43 of the ESA GCCs.

○ APPENDIX 4: Supplier Code of Conduct

The latest version of the Airbus Supplier Code of Conduct hereto, which has been accepted by the Contractor through the signature of the commitment letter included in the Airbus Supplier Code of Conduct, is hereby incorporated into this Contractual Document.

The Contractor explicitly agrees that the Contractor's General Terms and Conditions of Sales are not applied.

○ APPENDIX 5: Airbus Security Requirements

The initialled Airbus Security Requirements document is hereby attached.

○ APPENDIX 6: List of Export Control Documentation

- APPENDIX 6.1: Programme Description
- APPENDIX 6.2: End User Statement (EUS)
- APPENDIX 6.3:n Electronic Export Control Classification Declaration (eECCD)

○ Appendix 6.1 Programme Description

Airbus Defence and Space Ltd was awarded as Prime Contractor of the TRUTHS Satellite (Traceable Radiometry Underpinning Terrestrial- and Helio- Studies) - a climate mission led by the UK Space Agency (UKSA), which will be delivered by the European Space Agency (ESA) to enable in-flight calibration of Earth Observation (EO) satellites. TRUTHS will help deliver improved confidence in Earth Observation data gathered from space and the forecasts driven by this data.

TRUTHS will enable upgrade of the performance of the EO system, both in space and on the ground. The mission will facilitate the development of a global, climate observatory, delivering data of unprecedented accuracy with SI traceability - establishing a standards laboratory in Space.

The Primary Mission Objective for the operational TRUTHS (Traceable Radiometry Underpinning Terrestrial- and Helio-Studies) Mission is to provide highly accurate and trusted climate records and to help constrain the uncertainties in predictions of climate forecast models.

The Secondary Mission Objective for the TRUTHS Mission is to enhance performance and ensure consistency and coherence of data from the global EO system, including European infrastructure, such as the instruments on-board the Copernicus Sentinels to create a foundation for a unified international "operational climate observing system".

The TRUTHS satellite operates in a non sun-synchronous (drifting) orbit with an inclination of 90° and a 620 km average altitude at equator. At the end of life the satellites are retrieved from the operational orbit and are manoeuvred in a controlled manner into a targeted re-entry.



○ **Appendix 6.2 End User Statement**

An EUS will be issued by the Prime Contractor if necessary (depending on the info of the ECCD) and inserted hereunder if not the following statement shall be included:

Not required for this Contract.

○ **Appendix 6.3 Electronic Export Control Classification Declaration (eECCD)**

The signed version of the electronic Export Control Classification Declaration is hereby attached.

○ **APPENDIX 7: Contractor's Key Personnel**

Name	Function	E-mail
██████████	Technical Officer	██████████
██████████	Technical Officer	██████████

○ **APPENDIX 8: PAYMENT MILESTONE ACHIEVEMENT CERTIFICATE TEMPLATE (PMAC)**

COMPANY NAME	TRUTHS HIS OPTICS: PRISM			
PAYMENT MILESTONE ACHIEVEMENT CERTIFICATE (MAC)	REFERENCE:	XXX		
	DATE:	XXX		
	ISSUE:	XX		
Contract ref: CW134304 MAC Submitted by: CONTRACTOR/SUBCONTRACTOR as <input type="checkbox"/> Contractor / <input type="checkbox"/> Subcontractor Subcontract Ref: If the PMAC is submitted by a Subcontractor otherwise put N/A				
Definition of Milestone achievement: INSERT THE REFERENCES AND AMOUNT OF THE MILESTONE AS DEFINED IN THE CONTRACT (MS# number, PO Number; MS amount MS Description/Designation, name of the associated MPP)				

Certification: I hereby certify to have performed a positive check that the accomplishment of this milestone conforms to the above definition. Deficiencies, if any, from the said requirements have been listed and have either been corrected or a waiver of such requirement obtained.	
Attached documents to evidence the above certification: INSERT THE REFERENCE OF EACH DOCUMENT JOINED TO THE PMAC FOR EVIDENCING THE ACHIEVEMENT OF THE RELATED MS.	
CONTRACTOR SIGNATURE: (If applicable) Name: Title: Date: Signature:	Prime CONTRACTOR SIGNATURE: Name: Title: Date: Signature:

○ **APPENDIX 9: AIRBUS SUSTAINABILITY REQUIREMENTS**

The initialled Airbus Sustainability Requirements document is hereby attached.



SO.EI.02.A06_1_0 -
Responsibility & Sust

○ **APPENDIX 10 : AIRBUS PROVISIONS ON EMPLOYEE PROTECTION, ENVIRONMENT AND HAZARDOUS MATERIALS (Environmental Annex)**

1 - Business Units of Airbus Defence and Space (hereinafter referred to as the Purchaser) are certified according to the international environmental norm ISO 14001 and ISO 45001. With regard to fulfilment and processing of Contracts for the final Customer, Purchaser is obliged to follow these standards. The Supplier shall comply with the relevant provisions concerning employee protection, environment and hazardous materials as well as on request of the Purchaser with the provisions of the standards mentioned above. The environmental goals and the environmental policy of the Purchaser are available on request.

2 - The Supplier must ensure at his own expense that the delivered Goods, Work and/or Services conform to all applicable regulations and laws, especially laws and regulations of the countries of the Parties as well as comply with the amendment hereof occurring during the term of the Contract.

The Supplier warrants that it is aware of such laws and regulations. The Parties agree that the obligations of the Supplier stipulated in this Annex shall be considered as material contractual obligations (so-called "cardinal duties"), which are essential for the execution of the Contract. In the event, that the Supplier does not fulfil, does not sufficiently fulfil or does not fulfil in time the afore-



mentioned obligations, the Supplier shall indemnify the Purchaser against each and any damages, which the Purchaser may incur from the non-fulfilment of the afore-mentioned obligations by the Supplier unless the Supplier is not responsible for the non-fulfilment.

3 - The Supplier shall comply with the requirements of WEEE Directives 2012/19/EU, RoHS Directives 2011/65/EU, ErP Directive 2009/125/EC and their respective transpositions into national laws (Note for Italy: EN 50581 is part of RoHS national law). If any exclusion is applicable to the Supplier Deliveries, the Supplier shall inform on request the Purchaser and deliver evidence that support the use of any exclusion. The Purchaser has the right to perform its diligence duty and validate or refuse the validity based on provided evidences this evidence.

The Supplier shall provide for each delivered Goods, Work and/or Services a manufacturer's certificate or an EU declaration of conformity (and labelling the product with the CE marking, and the other required labels), if applicable (within the meaning of the applicable Directives of the European Union or other statutory provisions). Especially by applying RoHS standards, the Supplier has to actively inform, if there is a change to the conformity due to changes to the exemptions as provided in Annex III and IV or due to change in restricted substances in Annex II of RoHS Directive.

For products requiring them, any additional information described in the applicable implementing measure(s) of the ErP Directive shall also be provided.

It is recognized and accepted by the Purchaser that the Supplier may use applicable exemptions and exceptions & exclusion as long as they are properly documented by the Supplier and legally valid.

4 - The Supplier shall fulfil at any time all requirements arising from the EU Regulation No. 1907/2006 "EU REACH" as amended and 'UK REACH'*, as applicable (those two regulations are referred further down as REACH).

In particular, the Supplier shall especially fulfil all duties imposed upon him regarding the market access requirements and marketability, including any necessary substance Registrations/Notifications (Articles 6 and 7 of REACH), especially ensuring that where a substance could be released from a delivered Goods, Work and/or Services it has been registered for that use, as well as compliance with all duties to inform with regard to delivered substances, mixtures and articles, including any packaging.

Any substances or mixtures that are subject to Authorisation or Restriction must be supplied compliant with these requirements, especially but not limited to the requirements of Articles 56, 65 and 67 of REACH

Even in the absence of any specific request the Supplier shall provide the Purchaser with all information needed to allow the safe use of the delivered Goods, Work and/or Services, especially but not limited to information requested in Article 33(1) of REACH.

Any information subject to this Article shall be sent by the Supplier immediately, after signing the Contract by both Parties or upon receipt of the purchase Order by the Supplier or after any relevant change/modification to Contract or purchase Order unless the Purchaser expressly specifies otherwise, via email to Regulations.AirbusDS@airbus.com and to the Purchaser.



The Supplier shall fill out the 'REACH Supplier questionnaire', which is available in electronic form through the following Airbus link <https://www.airbus.com/be-an-airbus-supplier.html> in the section "Defence and Space" "External regulations". Once signed by a duly authorised Supplier representative, the Supplier shall return the questionnaire to the Purchaser. On request, the Purchaser shall provide the Supplier with a printed blank copy of the questionnaire.

The Supplier must fulfil any REACH requirements as 'Importer of Goods' into the delivery location (i.e. UK REACH for GB Deliveries and EU REACH for other Deliveries), regardless of the Incoterms chosen for the purchase.

Suppliers of hazardous substances and mixtures must provide a current version of the Safety Data Sheet in accordance with the REACH Regulation in English and in the national language of the delivery address, especially but not limited to the requirements of Articles 31 and 32 of REACH.

Where necessary the Supplier shall fulfil the requirements under this Article (section 4) by appointing an Only Representative according to Article 8 of REACH.

*UK REACH: The EU Regulation EU 1907/2006 (EU REACH) operative on 31st Dec 2020 was retained in UK Legislation according to the EU Withdrawal Act 2018.

5 - The Supplier shall fulfil at any time all requirements arising from the Regulation (EC) No. 1272/2008 (CLP Regulation). Inter alia, the Suppliers must classify, label and package substances and mixtures to be delivered in accordance with the CLP Regulation and shall fulfil notification requirements according to Articles 39-42 CLP Regulation. Where necessary and upon prior written consent of the Purchaser the Supplier shall ensure notification by the appointed Only Representative for a group of manufacturers including the Purchaser.

6 - If the Purchaser has informed the Supplier about the intended use of the delivered Goods, Work and/or Services, or if the Supplier can recognize such purpose in use without being expressly advised of it, the Supplier is obliged to inform the Purchaser immediately in the event that the Supplier's delivered Goods, Work and/or Services are unsuitable for that purpose of use.

7 - The Supplier shall fulfil at any time all requirements arising out of the Regulation (EU) No 528/2012 (Biocidal Products Regulation – "BPR"). The Supplier shall notify any active substance included for biocidal use in the delivered substances, biocidal products, and/or treated articles as well as their packaging. If its Deliveries contain any, the supplier shall indicate the nature of the Active Substance and the Product Type (PT) and Use, and provide all documentation and information in accordance with BPR via E-Mail to the following E-Mail address:

Regulations.AirbusDS@airbus.com.

Any Supplier located outside of the EEA (European economic area) shall fulfil any BPR requirements as 'Importer of Goods' into the EEA, regardless of the Incoterms chosen for the purchase.



8 - The Supplier shall be fully informed of the Council Directive 2013/59/EURATOM and shall have a full understanding of the obligations arising therefrom. Further information on this Council Directive may be obtained on the Website (www.euratom.org).

The Supplier shall apply three principles (Avoidance, Justification and Optimization) in the following order:

- Avoidance - The Supplier shall avoid using radioactive sources in Items delivered to the Purchaser, and
- Justification – The Supplier shall justify the use of any radioactive source in Items delivered to the Purchaser (i.e. by demonstrating the lack of alternatives), and
- Optimisation - ALARA (As Low As Reasonably Achievable) approach shall be used, based on research of the minimum necessary exposure and dose limitation.

In case that a preparation or Goods, Work and/or Services contain any radioactive element, the Supplier shall indicate the nature of the radioactive element and the level of radiation, and provide all appropriate documentation and information in accordance with the Council Directive and its respective transposition into national laws to Regulations.AirbusDS@airbus.com

Radioactive Sources at the end of their use or out-of-date

The Supplier is responsible for ensuring the recovery of any radioactive source or Item containing a radioactive source delivered to the Purchaser once it ceases to be usable.

The Supplier has the obligation to recover without condition and on simple request of the Purchaser or End-User, any radioactive source which is no longer of use or which is out-of-date. A radioactive source is considered as out-of-date at the latest 10 years after the delivery date as referenced on the Delivery Note.

9 - The Supplier shall ensure its compliance and the compliance of each supplied item with the Regulation (EC) No. 1005/2009 concerning Ozone Depleting Substances ("ODS").The Supplier shall ensure that all its Deliveries are ODS free. In case any ODS is included in the delivered item the Supplier shall notify the Purchaser and provide enough information to allow the identification and localization of the ODS inside the item as well as all information necessary for Purchaser to full its own obligations under ODS. Any information in relation with this clause shall be send to the Purchaser and to Regulations.AirbusDS@airbus.com.

10 - In the event that the application of any environmental applicable laws and regulations could prevent the delivery (obsolescence case) of the product and/or the performance of the service, the Supplier shall immediately inform the Purchaser and support to identify alternative solution to ensure the continuity of supply of the product/service to Purchaser in compliance with applicable regulation requirements, this Article and any other contractual terms agreed between the Parties.



11 - The Supplier shall refrain from supplying the Purchaser with any item that is packaged or contained in single use plastic products, as far as technically feasible and without prejudice to other Supplier contractual obligations. The packaging for the goods supplied shall be adapted to the size of the goods. The Supplier is also urged to refrain from using plastic as outer packaging or as filling material (chips, bubble wrap ...) and instead to use environmentally friendlier alternatives such as recycled paper/cardboard/bio-based material.

The Supplier will be able to seek for advices on environmentally friendlier alternatives, if needed and on the Supplier request, at: sustainableprocurement-airbusds@airbus.com

The Supplier shall comply with the EU Directive 2019/904 (and its respective implementation into national laws). Therefore, the single use plastics products that are listed in the EU Directive 2019/904 (and its respective implementation into national laws) are prohibited as well as oxo-degradable plastics, both plastics categories shall not be delivered to the Purchaser.

12 - The Supplier shall be fully informed of the Directive (EU) 2018/851 ("Waste Framework Directive") and provide the Purchaser with enough information on the parts delivered that contain "Substances of Very High Concern" (SVHC) of the candidate list above 0,1 % of the weight of hazardous substances/weight of the article, to allow the Purchaser to perform a SCIP notification to the "European Chemicals Agency" (ECHA) according to Article 9.1(i) of this Directive for the final assemblies comprising the Deliveries of the Suppliers and/or directly for the article and/or the service delivered on their own.

The required information shall be provided from the Supplier at the latest together with the REACH Article 33(1) (Regulation No. 1907/2006 -"REACH"-) declaration and in the same document and before the actual delivery of the Goods, Work and/or the performance of the Service to the Purchaser.

Any Supplier, which is located outside the European Union, shall still provide the Purchaser with the information described above to allow the Purchaser to fulfill its legal duties.

The required Supplier information referred above is consisting, as a minimum, of the mandatory elements that are important to characterize the article and to support its identification in the SCIP database. These include the article category defined by the 10-digit CN/TARIC customs designation; the material category of the article where the candidate list substance(s) is present AND/OR, when relevant, the identification code of a mixture (EuPCS) containing the candidate list substance(s). The data provided by the Supplier to the Purchaser must follow the legal mandatory SCIP requirements available at <https://echa.europa.eu/scip-format>, in the link "SCIP format annex - Picklists", and each value provided must be among the list of values available for selection (Selectable Flag = YES) in the SCIP notification tool – IUCLID. "

The Supplier shall submit to the Purchaser the needed information preferably using the Purchaser's REACH Supplier questionnaire available at the homepage of Airbus (<https://www.airbus.com/be-an-airbus-supplier.html>) in the section "Be an Airbus Supplier" in electronic form send to Regulations.AirbusDS@airbus.com as well as signed by a duly authorized representative, the Purchaser may accept other format to submit the information, if those format fit the Purchasers requirements for REACH and WFD. On request, the Purchaser shall provide the Supplier with a printed copy of the questionnaire.



Subcontract (Prism)
TRUTHS Ph.B2 Adv.C
Date: November 26th, 2024

IN WITNESS WHEREOF, the duly appointed representatives of the Parties have agreed to execute this Contract which may be executed in any number of separate counterparts, each of which shall be deemed an original, but taken together shall constitute one and the same Contract.

The Parties agree that digital 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.

Done in two (2) original copies, one (1) for each Party.

For Airbus Defence and Space Ltd

For Institute of Plasma Physics of the CAS

Name: [Redacted]

Name:

Title: Ho SpS Mission & Payload

Title:

Date: 6.12.2024

Date:16.12.2024

Name: [Redacted]

Name:

Title: Ho SpS Payload

Title:

Date:6.12.2024

Date:

END OF DOCUMENT