

**Contract No. SM250133**  
**between VZLU Aerospace, a.s. and Masaryk**  
**University, Faculty of Science**

**Czech Ambitious Missions (CAM)**

**ENTERED BY AND BETWEEN**

**VZLU AEROSPACE, a.s.**

whose Registered Office is at:

Beranových 130

199 05, Praha – Letňany

No. 00010669 VAT: CZ00010669

represented by [REDACTED] Chairman of the Board, and [REDACTED] Member of  
the Board

hereinafter referred to as the "**Prime Contractor**" or "**VZLU**"

**ON THE ONE HAND**

**AND**

**Masaryk University**

**Faculty of Science**

whose Registered Office is at:

Kotlářská 267/2

611 37 Brno

No: 00216224

VAT: CZ00216224

represented by prof. Mgr. Tomáš Kašparovský, Ph.D., Dean

Hereinafter referred to as "**Subcontractor**",

**ON THE OTHER HAND**

The following has been agreed between the Prime Contractor and the Subcontractor, hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”:

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Annex: Personal Data Controller to Controller Annex (“**PDCC Annex**”)

Appendix 1: Statement of Work

Appendix 2: Contract Change Notice

Appendix 3: Subcontractor contribution to QUVIK mission study

### **Advance Payment**

means a payment foreseen in the Contract intended to provide the Subcontractor with liquidity to allow the initiation of the contractual works.

### **Agency’s Own Requirements**

means the activities and programmes undertaken by the Agency in the field of space research and technology and space applications in accordance with Article V 1(a) and (b) of the European Space Agency Convention.

### **Contract**

means an agreement established in writing the subject of which is any activity carried out to- or for the Agency in exchange of a price or another consideration, including any amendment to such agreement via a Contract Change Notice (“**CCN**”).

<b>Prime Contractor</b>	means an economic entity that has a contract with the Agency. In ESA documents named as <b>"Contractor"</b> .
<b>Day</b>	means calendar day.
<b>Force Majeure</b>	means an event which is, unforeseeable, unavoidable and external at the time of Contract signature, occurs beyond the control of the affected Party and renders the performance of the Contract impossible for the affected Party, including but not limited to: Acts of God, Governmental Administrative Acts or omissions, consequences of natural disasters, epidemics, war hostilities, terrorist attacks.
<b>Intellectual Property Rights</b>	means all Registered Intellectual Property Rights, and all unregistered intellectual property rights granted by law without the need for registration with an authority or office including all rights in information, data, blueprints, plans, diagrams, models, formulae and specifications together with all copyright, unregistered trademarks, design rights, data base rights, topography rights, know-how and trade secrets or equivalent rights or rights of action anywhere in the world.
<b>Legitimate Commercial Interests</b>	means an interest the Subcontractor can demonstrate which is important to its ability to commercially exploit Intellectual Property Rights arising from work performed under the Contract for a defined period of time which includes but is not limited to an economic position vis-à-vis a competitor, loss of profits or survival of an undertaking.
<b>Member State</b>	means a State which is Party to the Convention of the European Space Agency in accordance with

Articles XX and XXII of the said Convention.

**Progress Payment**

means a payment that is made against:

- (a) successful achievement, certified in writing by the Agency's representatives, of a milestone defined in the milestone payment plan of a fixed price contract;
- (b) cost reports approved by the Agency in a cost reimbursement contract for a period agreed in the Contract.

**Registered Intellectual Property Rights**

means all rights granted by law through registration with an authority or office (whether actually registered or in the form of applications) including all registered patents, utility models, designs, topography rights, domain names and trademarks or equivalent rights and rights of action anywhere in the world.

**Subcontractor**

means the economic operator who is under contract to a Prime Contractor of the Agency to provide supplies or services in support of a Contract placed by the Agency.

**"Third Party"**

means a natural or legal person not having signed the Contract.

**ARTICLE 1 - SUBJECT OF THE CONTRACT; GENERAL TERMS OF EXECUTION**

- 1.1 The Subcontractor undertakes to perform the activity **Czech Ambitious Missions (CAM)** CCN No. 2 (all hereafter referred to as the **"Work"**) and to deliver all the items listed in Article 2 and Appendix 2 to this Contract.
- 1.2 The Work shall be performed in accordance with the provisions stated in the following documents, listed in order of precedence in case of conflict:
  - (a) The specific Articles of this Contract with its PDCC Annex;
  - (b) The Subcontractor's CCN#2 proposal ref. CCN2 packages.

### 1.3 General Terms of Execution

- 1.3.1 The Subcontractor's own sales conditions shall not apply.
- 1.3.2 The language of this Contract and of all communications hereunder shall be English. The substantive law according to which this Contract shall be construed is the Law of the Czech Republic.
- 1.3.3 The Parties shall use their best endeavours to amicably settle any dispute arising out of the Contract. Failing an attempt towards an amicable settlement, all disputes shall be finally settled in accordance with the general courts.
- 1.3.4 The Subcontractor shall be fully responsible towards the Prime Contractor for the proper execution of the Work.
- 1.3.5 Any publicity material prepared by the Subcontractor related to an activity performed by the Subcontractor in the context of this Contract shall be approved by the Prime Contractor and shall acknowledge that the activity is/was carried out "Funded through an ESA Contract in the Czech Third Party Framework Project". It shall display the ESA logo if the Agency so requires. It shall also carry a disclaimer stating that the view expressed in such publications can in no way be taken to reflect the official opinion of the European Space Agency and The Ministry of Transport of the Czech Republic.
- 1.3.6 In the discharge of its obligations under this Contract, the Subcontractor shall additionally comply with the Eligibility Requirements identified in Article 18, paragraphs 2 and 12, of the Procurement Regulations (available on <https://esastar-publication-ext.sso.esa.int/>).  
  
This applies at the moment of Contract signature as well as for the whole duration of the Contract.
- 1.3.7 The Subcontractor shall, in accordance with the Agency's Policy on the Prevention, Detection and Investigation of Fraud, cooperate with the Agency's investigation team in any investigation of fraud initiated by the Agency and inform its personnel of their obligation to cooperate accordingly.

## **ARTICLE 2 - DELIVERY REQUIREMENTS; PLACE AND DATE OF DELIVERY**

### 2.1 General

- 2.1.1 Delivery shall be considered as effected only when the relevant deliverable items are in the Prime Contractor's possession.

- 2.1.2 Should it seem likely that the originally specified delivery date(s) may be exceeded, the Subcontractor shall immediately notify the Prime Contractor in writing and provide a detailed justification for the delay.
- 2.1.3 No price adjustment in favour of the Subcontractor will be applicable for the period of delay in delivery.
- 2.1.4 No penalty to be deducted from the Contract price shall apply in case of late delivery.
- 2.1.5 Should the Prime Contractor conclude that the delays in delivery have impaired the intended objectives of the Work, the provisions of Article 6.5 below shall apply.
- 2.1.6 **Force Majeure.** A Party affected by Force Majeure shall notify the other Party in writing without undue delay, and in any event within seven (7) days of becoming aware, describing the event, its impact and expected duration, and shall use all reasonable efforts to mitigate the effects and resume performance. Labour disputes internal to the Subcontractor or its lower-tier subcontractors, shortages of labour, materials or funds, and failures of suppliers shall not constitute Force Majeure. Where performance is prevented for a continuous period exceeding twelve (12) months, the Prime Contractor may terminate this Contract, in whole or in part, by written notice.
- 2.1.7 **Consequences of Delay.** In the event of delay, the Prime Contractor may, without prejudice to any other remedies, (i) suspend payments, (ii) require an acceleration and recovery plan at the Subcontractor's cost, (iii) re-baseline the schedule, and/or (iv) exercise step-in or replacement rights pursuant to Article 6.5.

## 2.2 Acceptance and Rejection

**Formal Acceptance.** Deliverables shall be deemed accepted only upon issuance by the Prime Contractor of a written Acceptance Certificate. ESA's acceptance or silence under the Prime Contract may trigger further obligations and shall not preclude the Prime Contractor from rejecting non-conforming Deliverables. Payment shall not constitute acceptance.

- 2.2.1 The Subcontractor acknowledges that the Prime Contractor (VZLU) is contractually bound to ESA by the following conditions:

The acceptance by the Agency of the deliverables shall be declared upon verification, by the Agency, that the Work has been performed in compliance with the Agency's requirements and that the required results have been achieved. The said deliverables shall be considered as accepted in the absence of an explicit reaction in respect to the same, by the Agency, within three (3) calendar months counting from the time of submission for acceptance. The provisions of Article 6.5 below shall apply in this respect.

2.2.2 Following delivery by the Subcontractor pursuant to Art. 2.1, the provisions of Art. 2.1. shall apply mutatis mutandis. The Prime Contractor shall ensure that the deliverables are submitted to the Agency for acceptance as soon as possible. The acceptance by the Agency of the deliverables shall be declared upon verification, by the Agency, that the Work has been performed in compliance with the agreed requirements of this Agreement and that the required results have been achieved. The said deliverables shall be considered as accepted in the absence of an explicit reaction in respect to the same, by the Agency through the Prime Contractor, within 40 calendar days counting from the time of submission for acceptance to the Agency through the Prime Contractor. The provisions of Article 6.5 below shall apply in this respect.

**Re-review and Re-test.** Following any correction or replacement, the Prime Contractor may require a renewed review and/or test of the Deliverables; the reasonable and demonstrable costs of such repeated acceptance procedures caused by the Subcontractor's non-conformity shall be borne by the Subcontractor.

## 2.3 Deliverable Documents

The Subcontractor acknowledges that the Prime Contractor (VZLU) is contractually bound to ESA by the following conditions:

The Prime Contractor shall, during the performance of this Contract, deliver all documentation and reports specified in Appendix 3 and in the Prime Contractor's Proposal referred to in Article 1.2(b) above, in the format and quantities specified therein. Upon justified request for integration, validation, maintenance or modification purposes, the Subcontractor shall provide native/source formats of models, datasets and documentation, to the extent required and subject to the confidentiality and IPR provisions herein.

These shall apply mutatis mutandis to the deliverable documents provided by the Subcontractor, which shall be sent to the Prime Contractor's Technical Officer mentioned in Article 6.1, unless otherwise specified, in accordance with the following specific provisions:

2.3.1 The draft versions of the final documents [Final Report and Executive Summary Report] as defined in Appendix 2 shall be submitted for approval, in electronic format, to the Prime Contractor's Technical Officer specified herein, not later than 13.11.2025.

The finalised versions thereof shall be issued not later than four (4) weeks after the approval of the draft versions, as specified in Appendix 1.

At the same time as delivery of the final documents, the Technical Data Package, containing all approved Technical Notes, shall be delivered by email in an electronic searchable,

indexed and not encrypted PDF and original (WORD) format to the Prime Contractor's Technical Officer.

- 2.3.2 The signed electronic copy of the Contract Closure Documentation (Appendix 1, Annex A) shall be delivered to the Prime Contractor's Authorised Representatives not later than the time of submitting the invoice for the Final Settlement (Article 4.1.3 below).

## 2.4 Other Deliverables

The Subcontractor acknowledges that the Prime Contractor (VZLU) is contractually bound to ESA by the following conditions:

The mathematical model(s) and data resulting from the Work hereunder and as defined in the Project Proposal shall be made available to the Agency's Technical Officer specified herein for inspection, not later than 13.11.2025.

Mutatis mutandis, the mathematical model(s) and data resulting from the Work hereunder and as defined in the Subcontractor Proposal shall be made available to the Prime Contractor's Technical Officer specified herein for inspection, not later than 17.11.2025.

## ARTICLE 3 - PRICE

- 3.1 The total cost of this activity is estimated at:

**36,538 EUR**

(Thirty-six thousand, five hundred thirty-eight. Euro),

towards which the Prime Contractor's contribution and the total price of this Contract to be paid to the Subcontractor amounts to:

**32,885 EUR**

(Thirty-two thousand, eight hundred eighty-five. Euro).

The abovementioned price is hereby defined as a Firm Fixed Price and, as such, it shall not be subject to any adjustment or revision by reason of the actual costs incurred by the Subcontractor in the performance of this Contract.

- 3.2 Any amount stated above does not include any value added taxes ("**VAT**") or import duties in the Member States of the Prime Contractor.
- 3.3 The price is stated as being Delivered Duty Paid ("**DDP**") for all deliverables, exclusive of import duties and VAT in accordance with the Incoterms® 2020, to the addressees mentioned, or referred to, in Article 6 of this Contract. Reference to the Incoterms® in this



provision is exclusively for the purpose of price definition. The price furthermore includes all costs relative to the Subcontractor's obligations under Article 2.1.4 above.

## **ARTICLE 4 - PAYMENTS AND INVOICING**

### **4.1     Payments**

Payments shall be made within thirty (30) Days of receipt at Prime Contractor's Finance Office of the required documents and fulfilment of the requirements specified in Articles 4.1.1– 4.1.3 below. Only upon fulfilment of these requirements shall the Prime Contractor regard the invoice as due.

#### **Pay-when-paid**

Payments to the Subcontractor are expressly conditional upon (i) the Prime Contractor's written acceptance of the relevant Deliverables and (ii) the Prime Contractor's actual receipt of the corresponding funds from ESA under the Prime Contract. The Subcontractor acknowledges that no payment shall fall due prior to satisfaction of both conditions.

#### **No Deemed Acceptance**

Any payment made by the Prime Contractor shall not constitute acceptance of the Deliverables, shall not prejudice any right to reject, and shall not waive any warranty or other contractual rights.

Requirements to be fulfilled:

#### **4.1.1     Advance Payment:**

Advance Payment Request ("**APR**"): to be submitted after signature of this Contract by both Parties. The Advance Payment constitutes a debt of the Subcontractor to the Prime Contractor until it has been set-off against subsequent milestones as shown in Article 4.2 below.

#### **4.1.2     Final Settlement:**

- (a) Confirmation submitted by the Subcontractor with supporting documentation. The supporting documentation shall justify the actual achievement of the milestone as defined in the Payment Plan specified in Article 4.2 below; and
- (b) Invoice; and
- (c) Delivery, and acceptance by the Prime Contractor, of all due items and fulfilment of all other obligations in accordance with the terms of this Contract; and

- (d) Signed Contract Closure Documentation using the template provided in Appendix 1, Annex A.

Payments shall be made according to the provisions hereunder:

- 4.1.3 The Prime Contractor shall credit the account of the Subcontractor to its benefit.

The Agency through Prime Contractor shall be afforded all the necessary visibility, whether remotely or by means of inspection of the Subcontractor's premises, in order to ascertain the progress of the Work prior to authorising the relevant payment.

- 4.1.4 If applicable, invoices shall separately show all due taxes and/or duties.

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

- 4.1.6 When releasing the payment for a given milestone, if applicable, the Prime Contractor's payment shall be made after due deduction of the corresponding off-set of the Advance Payment as per the conditions of Article 4.2 below.

In case of partial payment(s), the Prime Contractor shall deduct from the corresponding invoice(s) relative to the same milestone any outstanding amount of the Advance Payment still to be off-set.

**Withholding.** The Prime Contractor may withhold any payment, in whole or in part, where (i) the Subcontractor is in delay, (ii) any Deliverable is non-conforming or subject to re-performance, or (iii) there is a good-faith dispute as to the amount due.

**Set-off.** The Prime Contractor may set off any amounts due from the Subcontractor against sums otherwise payable to the Subcontractor under this Contract.

- 4.1.7 All invoices shall be submitted to the Prime Contractor in electronic form sent to: [REDACTED] with copy to [REDACTED]

- 4.1.8 Payments shall be made by the Prime Contractor in EURO to the account specified by the Subcontractor. Such account information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code).

- 4.1.9 Any special charges related to the execution of payments shall be borne by the Subcontractor.

- 4.2 Any questions concerning the latest status of due invoices can be addressed to the VZLU Payment Officer (mail to: [REDACTED] with copy to [REDACTED])

The following Payment Plan is agreed for this Contract:

Milestone (MS) Description	Schedule Date	Payments from VZLU to (Prime) Subcontractor (in Euro)	Country (ISO code) CZ
Final Payment (MS 1): Upon the Agency's acceptance through the Prime Contractor of all deliverable items due under the Contract and the Prime Contractor's fulfilment of all other contractual obligations including submission of the signed Contract Closure Documentation.	November 2025	32 885	
<b>TOTAL</b>		<b>32 885</b>	

Distribution by the Prime Contractor of ESA's Advance Payments between the Prime Contractor and the Subcontractors:

For information purposes only:							
Amounts in Euro for Contractor and Subcontractor(s)							
Prime (P) or (SI)	Company Name	ESA Entity Code	Country (ISO code)	Advance Payment (in Euro)	Offset against	Offset by Euro	Condition for release of the Advance Payment
SI	Masaryk University (MUNI)	1000012616	CZ	9,865	MS1	9,865	Upon signature of the CCN2 by both parties

## ARTICLE 5 - ITEMS PRODUCED OR PURCHASED UNDER THE CONTRACT

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

- 5.1 The title to the property of any items produced or purchased under the Contract, including electronic components, special jigs, tools, test equipment, and which are paid for under the Contract shall remain with the Prime Contractor.
- 5.2 **Inventory and Fixed Assets.** For any items that become the property of the Prime Contractor, the Subcontractor shall maintain an electronic inventory record consistent with ESA Appendix G requirements (unique ID, description, quantity, owner, location, acquisition value/date, useful life, changes and planned disposal) and support physical inspections per ESA Appendix H upon reasonable notice.

## ARTICLE 6 - SPECIFIC PROVISIONS

### 6.1 Approval / Representatives of the Parties during Contract Execution

For the purpose of this Contract, the authorised representative of the Prime Contractor is:  
Project Manager

The Prime Contractor's representatives are:

- Technical Officer: [REDACTED] for technical matters, or a person duly authorised;
- Contracts Officer: [REDACTED] for contractual or administrative matters, or a person duly authorised.

#### 6.1.1 All correspondence for the Prime Contractor shall be addressed as follows: VZLU

AEROSPACE, a.s.

Beranových 130,

199 05, Praha - Letňany,

- (a) for technical matters as follows:

	To:	With copy to:
Name		
Telephone No.		
Email Address		

- (b) for contractual and administrative matters as follows:

	To:	With copy to:
Name		
Telephone No.		
Email Address		

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

#### 6.1.2 Subcontractor's Representatives:

The Subcontractor's representatives are:

- Technical Officer: for technical matters , or a person duly authorised;
- Contracts Officer: for contractual or administrative matters, or a person duly authorised.

All correspondence for the Subcontractor shall be addressed as follows: TBD

- (a) for technical matters as follows:

	To:	With copy to:
Name		
Telephone No.		
Email Address		

- (b) for contractual and administrative matters as follows:

	To:	With copy to:
Name		
Telephone No.		
Email Address		

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

	To:
Name	
Telephone No.	
Email Address	

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

The Parties agree that electronic signature of this Contract shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.

## 6.2 Infringement of the Law – Infringement of Third Party Rights

- 6.2.1 The Prime Contractor shall not be responsible if the Subcontractor infringes the laws or statutes of its country or of any other country whatsoever.

In the event of a reasonable suspicion of infringement of any patent rights and other Intellectual Property Rights of a Third Party, the Work being performed under this Contract shall be stopped immediately. Assessment of the suspicion shall be performed by the Subcontractor and, if confirmed, both Parties shall agree on a new approach to achieve the objectives of this Contract, either by obtaining the applicable licence(s) from the Third Party by the Subcontractor and/or by signing a Contract Change Notice (CCN) agreed upon between both Parties, in order to avoid the infringement. The purpose of the CCN shall be either to (i) restart the Work, if plausible, due under the changed circumstances; or (ii) terminate the Contract, in accordance with Article 6.5.3 hereunder, if the infringement cannot be avoided.

Notwithstanding the above, the Subcontractor shall indemnify the Prime Contractor from and against all claims, proceedings, damages, costs and expenses arising from infringement or alleged infringement of any patent rights and other Intellectual Property Rights of a Third Party with respect to the Work under this Contract. This obligation does not extend to infringements resulting from the use of documents, patterns, drawings or items supplied by the Prime Contractor or from a modification or combination of the deliverables due hereunder made by the Prime Contractor after their acceptance.

## 6.3 Liabilities

- 6.3.1 Claims between the Parties in respect of damages to staff and goods occurring during the execution of the Contract shall be settled in the following manner:
- (a) Claims for injuries, including death, sustained by the Parties' representatives or employees (staff) by virtue of their involvement in the Contract shall be settled in accordance with the Law governing the Contract.
  - (b) Claims for damage caused by one of the Parties to goods owned by the other Party shall be settled in accordance with the Law governing the Contract. Except in case of gross negligence or wilful misconduct, the total aggregate liability of either Party for damage to goods owned by the other Party shall not exceed the amount which is quoted in the Contract as the total Contract price.



6.3.2 Except in case of gross negligence and wilful misconduct, the Parties shall not be liable towards each other for consequential damages sustained by the Parties, arising from and during the execution of the Contract. For the sake of clarity and as an example, consequential damages include, but are not limited to: loss of contract, income or revenue; loss of profit or interests; loss of financing; loss of Prime Contractor; loss of availability and use of facilities; loss of availability and use of employees' productivity or loss of services of such persons; loss of opportunity; loss of rental expenses.

6.4 Items Made Available by the Prime Contractor

It is not foreseen that the Prime Contractor will make any items available to the Subcontractor.

6.5 Prime Contractor's Rights in Case of Subcontractor's Under-Performance

6.5.1 **Remedies.** Without prejudice to any other rights, the Prime Contractor may (i) require cure within a specified reasonable period, (ii) suspend payments, (iii) step-in and perform or procure performance of the affected obligations at the Subcontractor's cost and risk, and/or (iv) procure replacement deliverables or services, the incremental and demonstrable costs of which shall be recoverable from the Subcontractor.

Should any of the results of the Work fail to meet any of the agreed requirements and/or specifications to such an extent as to seriously jeopardise the performance of this Contract and/or to defeat its objectives, the Prime Contractor reserves the right to terminate this Contract by giving written notice by registered mail.

6.5.2 Should the Subcontractor fail to obtain an export authorisation from the competent national authority, the Prime Contractor shall have the right to terminate this Contract without further notice.

6.5.3 Termination of this Contract as specified above shall entail no compensation being due to the Subcontractor other than the amounts corresponding to the milestone payments already made hereunder at the time of serving the termination notice. Any amounts corresponding to Advance Payments not entirely offset hereunder shall remain payable to the Prime Contractor.

6.5.4 **Cost Recovery.** The Subcontractor shall reimburse the Prime Contractor for any reasonable, demonstrable and directly incurred additional costs, losses and damages resulting from the Subcontractor's under-performance, including costs of re-performance, replacement, re-tests and audits.

## 6.6 Termination without Fault of the Subcontractor

- 6.6.1 The Prime Contractor shall have the right at any time to terminate this Contract either wholly or in part by giving written notice by registered mail. In the case of termination of a Contract by the Prime Contractor without fault of the Subcontractor, the Subcontractor shall, on receipt of the Prime Contractor's instructions, forthwith take the necessary steps to implement them. The Parties shall use their best efforts to mitigate the consequences of the termination. The period to be allowed to implement them shall be agreed between the Parties but shall not exceed three (3) months.
- 6.6.2 Subject to the Subcontractor conforming with the instructions referred in Article 6.6.1, the Prime Contractor shall take over from the Subcontractor at a fair and reasonable price all finished parts not yet delivered to the Prime Contractor, all unused and undamaged material, bought-out components and items in the course of manufacture in the possession of the Subcontractor and properly obtained by or supplied to the Subcontractor for the performance of the Contract, except such materials, bought-out components and items in the course of manufacture as the Subcontractor shall, with the agreement of the Prime Contractor, elect to retain.
- 6.6.3 The Prime Contractor amount of compensation payable under Article 6.6.3 shall be fixed on the basis of evidence produced by the Subcontractor and accepted by the Prime Contractor.
- It shall take account of the proportion of the Contract completed and shall be consistent with the provisions of Article 6.6.4.
- 6.6.4 The Prime Contractor shall in no circumstances be liable to pay any sum which, when added to the other sums paid, due or becoming due to the Subcontractor under the Contract, exceeds the total price for the Work set forth in the Contract.

## 6.7 Changes to This Contract

- 6.7.1 The Prime Contractor reserves the right at any time to request a change to the requirements covered by this Contract. The Prime Contractor may also accept changes proposed by the Subcontractor. The requesting Party shall communicate all change requests to the other Party in writing through the Parties' Representatives indicated in Article 6.1 above.
- 6.7.2 The cost impact relative to any change resulting from a request, by the Prime Contractor, to modify the requirements covered by this Contract shall be borne by the Prime Contractor. The Subcontractor shall be responsible for the consequences and shall bear the cost of any other change.



- 6.7.3 When responding to a change request issued by the Prime Contractor or as a means to propose changes to the Prime Contractor, the Subcontractor shall submit a committing change proposal including a detailed quotation of the effects of the change on the contractual Work, price, schedule, deliverable items and any other contractual terms and conditions.
- 6.7.4 Upon evaluation and acceptance by the Prime Contractor of a change proposal, any amendment to this Contract shall be introduced in the form of a Contract Change Notice (CCN) according to the CCN form attached in Appendix 2. In case of rejection, the Prime Contractor shall inform the Subcontractor accordingly, together with the reasons for the rejection.
- 6.8 Notices

Any notice under this Contract shall be in writing and delivered by hand, reputable courier, registered mail, or email with confirmation of receipt, to the contacts specified in Article 6.1 (as may be updated by notice). Notices shall be deemed received upon actual receipt, or, if sent by registered mail or courier, on the third (3rd) calendar day after dispatch.

## ARTICLE 7 - INTELLECTUAL PROPERTY RIGHTS

- 7.1 **Information and Protection.** Information, data, reports and results arising from the Work shall be delivered to the Prime Contractor. The Subcontractor shall not mark any documentation as "Proprietary Sensitive Information" unless (i) it relates to duly identified Background IPR or commercially sensitive information and (ii) prior written consent of the Prime Contractor has been obtained, together with a written justification. The obligations herein shall not apply to information already public, already known without obligation of confidence, lawfully obtained from a third party, or required to be disclosed by law or court order.
- 7.2 **Foreground IPR – Ownership and Use.** Foreground IPR generated under this Contract shall vest in the Subcontractor. The Subcontractor hereby grants to the Prime Contractor, ESA, the Ministry of Transport of the Czech Republic and any Designated Entity an irrevocable, worldwide, perpetual, royalty-free, transferable licence, with the right to grant sub-licences, to use, reproduce, adapt, modify, maintain, integrate, validate, operate and otherwise exploit such Foreground IPR for any purpose consistent with the Prime Contract (including Agency's Own Requirements). Payment under this Contract includes remuneration for such licence.
- 7.3 **Background IPR.** Background IPR required for performance or exploitation shall be listed in Appendix D (Background IPR List). Only items listed therein and approved in writing by the Prime Contractor may be asserted as Background IPR; all other IP used in performance

shall be deemed Foreground IPR. The Subcontractor shall grant (or procure) to the Prime Contractor, ESA and the Ministry of Transport of the Czech Republic a licence to such approved Background IPR as is necessary for the use and modification of any product, application or result of this Contract for the Agency Project, on a free basis; for any other Agency activities and programmes, such licence shall be on Market Conditions unless contrary to the Subcontractor's Legitimate Commercial Interests.

7.4 **Software and Source Code.** Software developed under this Contract shall be delivered in object code together with necessary documentation. Upon justified request for integration, validation, maintenance or modification purposes, the Subcontractor shall release Source Code to the Prime Contractor (and, as applicable, ESA/the Ministry) under confidentiality terms. For Operational Software, the Prime Contractor may require assignment or an extended licence in accordance with the Prime Contract; in such case, the Subcontractor shall receive a non-exclusive, irrevocable, free, worldwide licence to use the Operational Software for its own internal purposes, without the right to sub-license.

7.5 **Open-Source.** The Subcontractor shall not include or link Open-Source Software in any Deliverable in a manner that imposes copyleft or other restrictive obligations on Deliverables or related IPR, without the Prime Contractor's prior written approval.

7.6 **Registration and Abandonment.** If the Subcontractor does not wish to seek or maintain Registered IPR in Foreground IPR, the Prime Contractor may request assignment to itself, ESA or the Ministry of Transport of the Czech Republic free of charge, or a licence to a third party on favourable conditions. The Subcontractor shall not take any action that jeopardises such registration or exploitation.

#### 7.7 Transfer Outside the ESA Member States

Any transfer of Intellectual Property Rights or any product, process, application or result arising from work performed under the Contract to any entity outside the Czech Republic or any international organisation shall comply with all applicable laws including all export control laws, regulations, rules and procedures and any relevant international agreements relating to the export of goods and services.

## ARTICLE 8 - FINAL PROVISIONS

### 8.1 **Effectiveness and Publication in the Register of Contracts**

8.1.1 If either Party is an obliged entity within the meaning of Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts (the "**Register of Contracts Act**"), such Party (the "**Obliged Entity**") shall publish this Agreement in the Register of Contracts.

- 8.1.2 The Parties agree that this Agreement shall become effective on the date of its publication in the Register of Contracts pursuant to the Register of Contracts Act. Until publication, no right to performance shall arise hereunder, save for acts strictly necessary to enable such publication.
- 8.1.3 If the Agreement is not published in the Register of Contracts within three (3) months of the date on which it is signed by the last Party, this Agreement shall be deemed never to have been concluded (Section 7 of the Register of Contracts Act).
- 8.1.4 **Co-operation for Publication.** Each Party shall, without undue delay and no later than five (5) Business Days from receipt of a request, provide the Obligated Entity with all cooperation reasonably required for publication (including a machine-readable version and any annexes).
- 8.2 **Severability and Survival**
- 8.2.1 If any provision of this Agreement is invalid, void, or ineffective, the validity and effectiveness of the remaining provisions shall not be affected. The Parties shall replace any such provision with a valid one that most closely reflects the original economic intent.
- 8.2.2 Provisions that by their nature are intended to survive (including confidentiality, intellectual property, liability, audit, personal data protection, export control, post-termination transition, governing law and jurisdiction) shall survive termination or expiration.
- 8.3 **Counterparts, and Execution**
- This Agreement may be executed electronically (including by qualified or recognised electronic signature) or in counterparts; each counterpart shall be deemed an original and together they constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS.

Electronically signed by the Parties to this Contract,

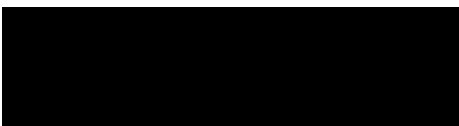
In: Prague


In: Brno

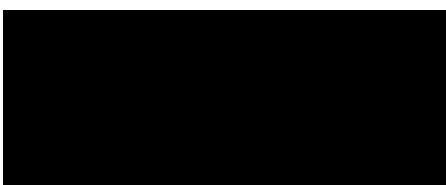
On: .....

On: .....

**for VZLU AEROSPACE, a.s.**



  
Chairman of the Board



Member of the Board

**for Masaryk University**



**prof. Mgr. Tomáš Kašparovský,**  
**Ph.D.**  
Dean

# Personal Data “Controller to Controller” Annex (the “PDCC”) of the European Space Agency (“ESA” or the “Agency”)

This “Controller to Controller” Annex governs the processing of Personal Data exchanged by the Parties, acting as separate Controllers, in the frame of the Contract. Such Annex forms an integral part of the Contract. In case of conflict between the terms and conditions of the Contract and the terms and conditions of this Annex, the terms and conditions of this Annex shall prevail.

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

## 1. DEFINITIONS

The following specific definitions apply:

(i) “Agreed Territory” (of Processing) means:

- a) ESA Member States, as they are listed in the ESA website at the URL: [http://www.esa.int/About\\_Us/Welcome\\_to\\_ESA/New\\_Member\\_States](http://www.esa.int/About_Us/Welcome_to_ESA/New_Member_States);
- b) European Union;
- c) countries recognized by the European Commission as ensuring an Adequate Level of Protection of Personal Data under the European Union’s legal framework.

(ii) “Data Privacy Regulations” means respectively:

- a) ESA PDP Framework, i.e. the Personal Data Protection Framework applicable to ESA and available on ESA website at the URL: [http://www.esa.int/About\\_Us/Law\\_at\\_ESA/Highlights\\_of\\_ESA\\_rules\\_and\\_regulations](http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations)
- b) the Personal Data protection laws and regulations applicable to the Contractor in the Agreed Territory of Processing which provide an Adequate Level of Protection under the ESA PDP Framework (e.g EU Regulations in the field of personal data protection, including but not limited to Regulation (EU) nr. 2016/679).

(iii) “Personnel” means:

- a) with respect to the Contractor: any employee, agent or representative acting under the responsibility of the Contractor or, if subcontracting is permitted, of Contractor’s subcontractors;
- b) with respect to ESA: any employee, agent or representative acting under the responsibility of ESA (e.g. staff members and seconded agents, consultants experts or employees of third parties).

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

## 2. GENERAL

2.1 Each Party is individually and separately responsible for complying with the level of protection resulting from its Data Privacy Regulations in relation to Personal Data, being recognised that:

a) the Contractor is governed by the Personal Data protection laws and regulations applicable to the Contractor in the Agreed Territory of Processing, which provide an Adequate Level of Protection under the ESA PDP Framework (e.g. EU Regulations in the field of personal data protection, including but not limited to Regulation (EU) nr. 2016/679).

b) ESA is governed by PDP Framework, i.e. the Personal Data Protection Framework applicable to ESA and available on ESA website at the URL: [http://www.esa.int/About\\_Us/Law\\_at\\_ESA/Highlights\\_of\\_ESA\\_rules\\_and\\_regulations](http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations)

2.2. The Parties are considered separate Data Controllers of the Personal Data, with each Party being able to determine the purpose and means of Processing the Personal Data under its control in accordance with its privacy statement.

2.3 The Personal Data exchanged by the Parties in the frame of this Contract will only be processed for:

- a) the performance of the Contract, including implementation, management, monitoring, audits and the fulfilment of the obligations set out in this Annex;
- b) the management of the relationship of the Parties in relation to the Contract, notably for administrative, financial, audit or for communication purposes;
- c) the compliance with any legal or regulatory obligation to which a Party is subject;
- d) the compliance, in case the performance of the Contract requires access to the Parties’ premises, with the health, safety and security requirements, legal or regulatory obligations applicable to the respective Party in such matters.

## 3. PERSONAL DATA EXCHANGED BY THE PARTIES

In the performance of this Contract each Party may disclose to the other Party data which may qualify as “Personal Data” under its Data Privacy Regulations as follows:

- a) the Agency shall communicate to the Contractor only the Personal Data concerning ESA representatives/contact persons including name, work address, email and telephone numbers;
- b) the Contractor shall communicate to the Agency only:
  - (i) Personal Data concerning the Contractor’s representatives/contact persons including name, work address, email and telephone numbers;
  - (ii) Personal Data concerning the Contractor’s key Personnel, including title, name, work address, email, telephone numbers, education, professional experience, description of the person’s job and responsibilities and the precise assignment of the person to the activity under the Contract.

## 4. PARTY’S OBLIGATIONS

4.1 Each Party is individually and separately responsible for complying with the level of protection resulting from its Data Privacy Regulations in relation to Personal Data, including the collection and update of the Personal Data that it communicates to the other Party, the lawfulness and the quality of such Personal Data and for the means by which they were collected. Should the legal basis for the collection of the Personal Data cease to exist or the quality of the Personal Data be affected, the Party will inform the other Party without undue delay.

4.2 The Parties shall preserve the rights and legal remedies of the Data Subject as recognised and protected in the Data Privacy Regulations applicable respectively to each Party. In particular, the Data Controller which disclosed the Personal Data to the other Party will respond to enquiries from Data Subjects and, as the case may be, from any competent authority concerning the data processing of the relevant Personal Data.

4.3 In case the Parties engage Processors to support their internal operations, including the Processing of the Personal Data exchanged, it is the responsibility of that Party to ensure that its Processors assume obligations consistent with the Data Privacy Regulations applicable to the respective Party, in order to guarantee an adequate level of protection of Personal Data.

4.4 The Party having received the other Party's Personal Data under the Contract shall Process such Personal Data only in the Agreed Territory of Processing.

## **5. DATA RETENTION**

5.1 The Parties shall not retain or process the Personal Data exchanged longer than is necessary to carry out the purpose described in Article 2.3 herein, unless required otherwise:

a) under the Data Privacy Regulations, (e.g. in the frame of audits, inspections and incidents) or

b) under the Party's statutory obligations.

5.2 The retention period shall be defined in the privacy notices of the Parties.

5.3 All Personal Data must be, effectively destroyed/deleted upon expiration of the retention period, unless conservation of such data is required for compliance with any legal or regulatory obligation to which the Party having received the Personal Data from the other Party is subject.

## **6. CONFIDENTIALITY**

The Parties shall ensure the confidentiality of the Personal Data processed by protecting them against unauthorized or unlawful access, acquisition, use and disclosure, in particular by:

a) limiting access to the Personal Data of the other Party only to their Personnel, that:

- are required or authorized to access such Personal Data;
- have committed themselves to confidentiality or are under a statutory obligation of confidentiality;
- have received the appropriate Personal Data protection training.

b) taking into consideration, in terms of IT tools, product, applications, the principles of personal data protection by design and by default.

## **7. SECURITY**

The Parties shall adopt appropriate technical and organizational security measures, giving due regard to the risks inherent in the Processing and to the nature, scope, context and purpose of the Processing, in order to ensure the following as appropriate:

a) the on-going confidentiality, integrity, availability and resilience of Processing systems and services;

b) measures to protect Personal Data from accidental, unlawful or unauthorized access, use, destruction, loss, modification or transfer.

## **8. DATA PROTECTION OFFICER/CONTACT POINT**

For any Personal Data protection matters, the Parties shall involve their specific contact points identified in the Contract.

## **9. TRANSFER**

The Party having received the other Party's Personal Data under the Contract shall Process (and have processed by its authorized subcontractors or sub-processors) such Personal Data only in the Agreed Territory of Processing. No transfer of Personal Data outside

the Agreed Territory is allowed without prior written approval of the other Party.

## **10. SUB-CONTRACTORS**

10.1 The Contractor is authorised to disclose Personal Data received from the Agency to its Sub-contractors provided that:

a) sub-contracting is specifically authorised by Contract and the Sub-contractors are indicated in the Contract;

b) all the general conditions set forth in this Annex are fulfilled; in particular the Processing of the Personal Data by the Subcontractors is performed for the purpose described in Article 2.3 herein and the Personal Data are not transferred outside the Agreed Territory.

10.2 Disclosure of the Agency's Personal Data to other third Parties requires prior approval of the Agency.

## **11. PERSONAL DATA BREACHES**

11.1 After becoming aware of a Personal Data Protection Breach falling in its area of responsibility, and affecting the Personal Data communicated by the other Party, the Party shall notify the other Party within 48 hours.

11.2 The Parties will provide each other reasonable assistance to facilitate the handling of the Personal Data Breach and accurate information about the breach, in particular (but not only) in case a complaint is, or likely to be, lodged by a Data Subject in relation to the Breach.

## **12. LAW – DISPUTE RESOLUTION**

Concerning Personal Data protection matters, notwithstanding any other provisions on the governing law set forth elsewhere in the Contract, the provisions set forth in the Data Privacy Regulations, as defined herein, will apply as mentioned in Article 2 herein and will prevail in case of conflict. Without prejudice to the foregoing, disputes between the Parties on Personal Data protection matters shall be settled in accordance with Article 1.3.3 of the Contract.

## **APPENDIX 1**


### **CONTRACT CHANGE NOTICE**

For submission of a change, the Subcontractor shall submit its proposal in the format of a CCN using the cover page included below. The form shall be filled with the following information as a minimum:

- The Prime Contractor's name and Contract number;
- The title of the area affected by the change (Work Package reference, new work, etc.);
- The name of the initiator of the change (Prime Contractor or ESA);
- The description of the change (including Work Package Descriptions, Work Breakdown Structure);
- The reason for the change;
- The price breakdown in Euro (€), if any (breakdown by company, Phase, etc., including PSS A2 and PSS A8 forms);
- The Milestone Payment Plan for the CCN, if any;
- Effect on other Contract provisions;
- Start of Work - end of Work (including contractual delivery dates and overall planning, milestones, etc.);
- A CCN Form, as per the format below, signed by the Prime Contractor's representatives.

The Subcontractor shall, on request of the Prime Contractor, provide additional documentary evidence. At the request of either Party, the proposed change may be discussed at a Change Review Board, consisting of both the Contracts Officer and the Technical Officer of each Party.



	DIRECTORATE:	Prime Contractor:
		ESA Contract No.: <b>000137310/22/NL/MH/kdj</b>
CONTRACT CHANGE NOTICE No.		DATE:
TITLE OF AREA AFFECTED (WORK PACKAGE ETC):	WP REF:	
	INITIATOR OF CHANGE:	
DESCRIPTION OF CHANGE		
REASON FOR CHANGE		
PRICE BREAKDOWN (Currency)/PRICE-LEVEL		
EFFECT ON OTHER CONTRACT PROVISIONS		START OF WORK 9/9/2025
		END OF WORK 28/
PRIME CONTRACTOR'S PROJECT MANAGER:	PRIME CONTRACTOR'S CONTRACTS OFFICER:	
DATE:	DATE:	
[DISPOSITION RECORD OR OTHER AGREED CONDITION RECORDED WITH THE CCN APPROVAL]		
ESA TECHNICAL OFFICER:	ESA CONTRACTS OFFICER:	
DATE:	DATE:	



## APPENDIX 2

### **Subcontractor contribution to Czech Ambitious Missions (CAM) CCN No. 2 mission study**

WP 0200: Science operations (MUNI)

PROJECT: Czech Ambitious Missions

PHASE: BID

WP Manager: [REDACTED] Company: MUNI Issue ref. 1.0

Start Event: SRR+ — Planned Date: 2025/09

Issue Date 2025/09/09

End Event: MS1 — Planned Date: 2025/11

Input: SRR data package

Tasks:

Design of ground and in-flight calibration procedures (PDGS)

- study of possible laboratory setups

Observation performance and limitations (QUVIK Payloads)

- define inputs required to perform straylight study
- study of other background light sources
- preliminary MC simulator

Data processing on ground (PDGS)

- definition of data product quality criteria
- assessment of existing software tools for QUVIK data processing
- possible approaches to co-align images
- data quality assessment
- cosmic-ray removal

## Outputs:

### PM-12 Risk Register / Assessment Report

- Re-evaluation of the most critical objectives
- Details of test laboratory capacities/performance margin uncertainties

### PL-4 In-Flight Characterization & Calibration Plan

- Characterization of Image Quality (Principles & Algorithm)
- Study of stacking procedures (Prototype)

### PL-5 Instrument Design and Functional Description

- Simulation tool for SNR studies
- In-field straylight criteria (limits on point and diffuse sources)

### GS-6 Ground Segment Design and Development Plan

- Possible Data processing chain (+performance criteria)
- Partial data cleaning + Frame rejection processes