

e-GEOS Subcontract No. 201621595

with

Severočeská hvězdárna a planetárium v Teplicích, příspěvková organizace

SSA P2-SST-X

Support Observations and Sensor Qualification

SUBCONTRACT

No. 201621595.

Between:

e-GEOS S.p.A.

(hereinafter called “the Prime” or “e-GEOS”), a company organized and existing under the laws of Italy, subject to the joint direction and coordination of Leonardo - Finmeccanica - Società per Azioni and Thales S.A.

Whose registered office is at:

Località Terlecchie, snc

75100 Matera, Italy

operating through its office located at:

via Tiburtina, 965

00156 Rome, Italy

represented for the purposes of the signature of this Subcontract by its Chief Operating Officer, Mr.



and:

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

Whose registered and operating office is at:

Koperníkova 3062,

415 01 Teplice, Czech Republic

represented for the purposes of the signature of this Subcontract by its Director, Mr. Zdenek Moravec.

Prime and Subcontractor hereinafter, jointly or individually, referred to as “Parties” or “Party”.

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ARTICLE 1 - SUBJECT OF THE SUBCONTRACT – APPLICABLE DOCUMENTS

1.1. Subject of the Subcontract

In the framework of the European Space Agency (hereinafter referred to as the “Agency”) Contract No. 4000117560/16/D/MRP (hereafter called the “Contract”), the Subcontractor, as further described in the Statement of Work reference “P2-SST-X: SoW support observations and sensor qualification”, issue 1, revision 1, dated 8 October 2015”, undertakes to support observations and sensor qualification, to deliver the software and documentation as described herein, and to make a final presentation of the results.

1.2. Applicable Documents

The Subcontractor undertakes to perform the work in accordance with the following documents, listed in order of precedence, in case of conflict:

- a) The Articles of this Subcontract and its Appendix 1 (Payment Plan and Advance Payment(s) and other Financial Conditions) and Appendix 4 (Subcontract Change Notice) and Appendix 5 (Confidentiality Undertaking);
- b) The General Clauses and Conditions for ESA Contract (herein referred to as “GCC”), reference ESA/REG/002, rev. 2 not attached hereto but known to both Parties and available on <http://emits.sso.esa.int/emits/owa/emits.main>) “reference documentation” – “administrative documents”, as amended by this Subcontract;
- c) Appendix 7 hereto: The Prime’s Proposal, reference CMM-PRO-16-005, dated 27 January 2016 (hereinafter referred to as the “Proposal”),
- d) The Statement of Work, reference “P2-SST-X: SoW support observations and sensor qualification”, issue 1, revision 1, dated 8 October 2015 (hereinafter the “SOW”), not attached hereto but known to both Parties;
- e) Appendix 3 hereto: The Standard Requirements for Management, Reporting, Meetings and Deliverables (Rev 1: 2015-07) and its Annex A: Layout for Subcontract Closure Documentation (in its latest version);
- f) Appendix 6 hereto: The Minutes of the negotiation meeting held on 27 April 2016, reference ITT8477_MOM_1000_0001 (negotiation_KO_meeting).

ARTICLE 2 - DELIVERY

2.1. Place and Dates of Delivery

2.1.1 Documents

The Subcontractor shall, during the performance of this Subcontract, deliver all documentation and reports specified in the SOW, in the required number of paper copies and in an electronic file. These shall be sent to the Prime’s Technical Officer mentioned in Article 5, Clause 5, Sub-Clause 5.1 a) of this Subcontract, unless otherwise specified, in accordance with the following specific provisions.

2.1.1.1 The draft versions of the final documents as defined in the Prime's Proposal shall be submitted for approval, in electronic format, to the Prime's Technical Officer not later than the delivery dates specified in such Prime's Proposal (Appendix 7).

2.1.1.2 The finalised versions thereof shall be issued not later than four (4) weeks after the approval of the draft versions in one (1) paper copy and in one (1) copy on CD-ROM to the Prime's Technical Officer.

2.1.2 Subcontract Closure Documentation.

The Subcontract Closure Documentation (mentioned in the Appendix 3, Annex A) shall be delivered in one (1) set of documentation each, to the Prime's authorised representatives not later than the time of submitting the invoice(s) for the Final Settlement (see also Article 3.2.2).

2.2. Meetings

Meetings, reviews and the final presentation shall be held as specified in the applicable documents listed under Article 1 above on dates and venues to be agreed between the Parties.

ARTICLE 3 - PRICE & PAYMENT

3.1. Price

The price of this Subcontract amounts to:

61,931.00 EURO
(SIXTY-ONE THOUSANDS NINE HUNDRED AND THIRTY-ONE EURO),

3.1.1 The type of price is the following:

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

3.1.2 The above amount does not include any taxes or duties in the Member States of the Prime.

3.1.3 The price is deemed to include all applicable fees for licences to be purchased and delivered in the frame of the Subcontract. The price is further deemed to include any and all licence fees payable according to Clause 43.7 of the GCC.

3.1.4 The price is Delivered Duty Paid for all deliverables, exclusive of import duties and VAT in accordance with the INCOTERMS 2010, to the addressee(s) specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Subcontract. Reference to INCOTERMS in this provision is exclusively for the purpose of price definition.

3.2. Payment

3.2.1 General provisions

The Payment Plan and advance payment off-setting conditions applicable to this Subcontract are specified in Appendix 1 hereto.

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

The Subcontractor shall submit, on written authorization of e-GEOS, the relevant invoice, for the milestones detailed in Appendix 1 hereto. Payments shall be made within thirty (30) calendar days end of month of receipt at Prime Office of the documents listed and fulfilment of the requirements as specified in Article 3.2.2 below. Only upon fulfilment of these requirements shall the invoice be regarded as due by the Prime. The Parties specifically agree that the Prime will proceed with the payment only if the corresponding payment from the Agency has been received.

Payments shall be made by the Prime in EURO to the account specified by the Subcontractor. Such account information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code). The Parties agree that payments shall be considered as effected by the Prime on time if the Prime's orders of payment reach the Prime's bank within the payment period stipulated in the paragraph above.

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

Invoices, as well as any questions concerning the latest status of due invoices shall be addressed to the Prime supplier officer (mail to: fornitori@e-geos.it).

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

Invoices submitted by the Subcontractor, which are free of VAT due to the applicable national law, shall make reference to the relevant piece of national legislation as shown below:

- for Italy: Law Nr. 358 of 9/6/1977 – Gazzetta Ufficiale Numero 184 of 7/7/1977.

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

Advance Payment:

- No advance payment is envisaged for this Subcontract.

Progress Payment(s):

- Milestone Achievement Confirmation (MAC) hereinafter referred to as "Confirmation" with supporting documentation. The supporting documentation shall justify the actual achievement of the milestone(s) as defined in the Payment Plan specified in Appendix 1 hereto.

and

- Invoice(s);

Final Settlement:

- Confirmation, with supporting documentation. The supporting documentation shall justify the actual achievement of the milestones as defined on the Payment Plan Specified in Appendix 1 hereto.
- and
- Invoice(s);
- and
- Receipt and acceptance, by the Prime, of all deliverable items, of the services to be rendered and other obligations to be fulfilled, in accordance with the terms of this Subcontract;
- and
- The Subcontract Closure Documentation using the template provided in Appendix 3, Annex A.

3.2.3 Implementation of payments conditions

The Prime shall credit the account of the Subcontractor to the Subcontractor's benefit. The Prime reserves the right to visit the Subcontractor premises and ascertain the progress of the work being performed under the Subcontract, prior to making the progress payment concerned.

ARTICLE 4 - ITEMS PRODUCED OR PURCHASED UNDER THE SUBCONTRACT

- 4.1. The following provisions apply to any items other than those items which fall within the scope of Article 2 of the Subcontract.
- 4.2. The title to the property of any items produced under the Subcontract, including electronic components, special jigs, tools, test equipment, and which are paid for under the Subcontract, with an individual or batch value in the national currency equivalent to, or above 5,000 Euro, shall pass to the Agency unless otherwise decided by the latter.
In view of the above, all such items are to be delivered to the Agency through the Contractor at the end of the Subcontract unless otherwise decided in accordance with Article 4.4. below. They may also be delivered at an earlier stage if so requested by the Agency where this will not cause a problem to the Subcontractor in completing the work specified in the Subcontract.
- 4.3. The Subcontractor shall maintain an inventory of all such items (called “Subcontract Inventory”) and shall mark those items as falling under this Article of the Subcontract.
The inventory shall be updated and made available to the Agency through the Prime during the execution of the Subcontract. A final issue of that inventory shall be submitted with the final contractual deliverables as foreseen in Appendix 3, Annex A, Table 2.1.2.
If that inventory also includes any of those items which fall within the scope of Article 2 of the Subcontract, these items are to be clearly set apart.
- 4.4. Upon completion of the work specified in the Subcontract, the Agency shall take decisions regarding the final destination and the final owner of each of the items listed in the Subcontract Inventory, apart from those which are governed by the provisions of Article 2.
The Agency shall be free to choose amongst the following options with respect to final destination and final owner:
- a) the right to claim delivery to the Agency and transfer of ownership – with issue of appropriate instructions concerning packing and shipment (at the Subcontractor’s expenses),
 - b) the right to claim transfer of ownership and to negotiate with the Subcontractor a loan agreement if the Subcontractor is interested in keeping and using an item that the Agency wants to acquire without delay, with loan conditions making the Subcontractor responsible for the custody, the delayed delivery and the risks involved (at the Subcontractor’s expenses),
 - c) the right to extend the custody of an item to the Subcontractor (for instance: as a protection measure for further work contracted by the Agency) and to postpone its delivery to the Agency and the associated transfer of ownership – on conditions to be negotiated,
 - d) the renunciation of any rights to claim delivery and to claim transfer of ownership, leaving definitively the item in the possession and in the ownership of the Subcontractor, with or without financial compensation for the Agency (e.g. repurchase by the Subcontractor) and with or without special instruction,
 - e) the right to request the Subcontractor to dispose of an item on conditions to be negotiated.

- The decisions taken by the Agency shall lead to instructions or negotiations, as the case may be.
- 4.5. The Subcontractor shall comply with the Agency’s instructions and with the agreements referred to in Article 4.4 above.
 - 4.6. This process will be recorded as per the relevant part of the Subcontract Closure Documentation.

ARTICLE 5 - COMPLEMENTS AND AMENDMENTS TO THE GCC

The General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, rev. 2, apply to this Subcontract with the following complements and amendments. Provisions of the GCC not mentioned in this Subcontract shall apply unchanged.

PART I: CONDITIONS APPLICABLE TO ESA CONTRACTS

CLAUSE 2: APPROVAL AND ENTRY INTO FORCE

The Subcontract shall enter into force upon its signature by the Parties. Start of activities may be subject to further conditions laid down in the Subcontract.

CLAUSE 5: THE PARTIES’ REPRESENTATIVES

Sub-Clause 5.1: The Prime’s Representatives

The Prime’s representatives are:

- a) [REDACTED] for technical matters or a person duly authorised by her (“Technical Officer”).

All correspondence for technical matters will be addressed as follows:

	To:	With copy to:
Name	[REDACTED]	
Telephone No.	[REDACTED]	[REDACTED]
Fax No.	[REDACTED]	[REDACTED]
e-mail address	[REDACTED]	
Mail Address	[REDACTED]	

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

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

	To:	With copy to:
Name	[REDACTED]	[REDACTED]
Telephone No.	[REDACTED]	[REDACTED]
Fax No.	[REDACTED]	[REDACTED]
e-mail address	[REDACTED]	[REDACTED]
Mail Address	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]

Sub-Clause 5.2: The Subcontractor's Representatives

The Subcontractor's representatives are:

- a) Mr. Zdeněk Moravec for technical subcontractual and and administrative matters or a person duly authorised by her ("Technical Officer").

All correspondence for technical, subcontractual and and administrative matters will be addressed as follows:

	To:	With copy to:
Name	Mr. Zdeněk Moravec	Mr. Michal Varady [REDACTED]
Telephone No.	[REDACTED]	
Fax No.	[REDACTED]	
e-mail address	[REDACTED]	
Mail Address	Koperníkova 3062 CZ-415 01 Teplice Czech Republic	

CLAUSE 9: KEY PERSONNEL

The Subcontractor's key personnel is listed in the Prime's Proposal referred to in Article 1.2 above.

CLAUSE 10: SUB-CONTRACTS

No subcontracts are envisaged to perform activities under this Subcontract.

CLAUSE 11: CUSTOMER FURNISHED ITEMS (CFI)

It is not foreseen that neither the Prime nor the Agency will provide any items in accordance with Clause 11 of the GCC to the Subcontractor.

CLAUSE 12: ITEMS MADE AVAILABLE BY THE AGENCY

It is not foreseen that neither the Prime nor the Agency will provide any items in accordance with Clause 12 of the GCC to the Subcontractor.

CLAUSE 13: CHANGES

The Subcontract Change Procedure and the template of a Subcontract Change Notice (CCN) is attached hereto as Appendix 4.

Only changes agreed in accordance with this procedure are deemed valid changes of the Subcontract.

CLAUSE 15: HANDLING, PACKING AND TRANSPORT, TRANSFER OF OWNERSHIP AND RISK

The following provision is added as Sub-Clause 15.3.6 of the GCC:

15.3.6 Should in the execution of the Subcontract a need arise to provide the Prime and/or the Agency with information which is subject to export control laws and regulations, the Subcontractor shall secure that such information is only passed on to the Prime and/or the Agency in accordance with the provisions of such export control laws and regulations.

CLAUSE 16: ACCEPTANCE AND REJECTION

16.1 Acceptance of Documentation and Reports

As regards Documentation and reports, should the Prime's Technical Officer not accept the deliverables from the Subcontractor, she shall so inform the Subcontractor with the relevant justification. If no decision has been notified to the Subcontractor within one (1) month of receipt by the Prime of the deliverables, such shall be considered as having been accepted.

16.2 Acceptance of Software

The objective of the acceptance testing is to establish whether the deliverable items are complete and meet the performance, reliability and availability requirements as stated in the SOW.

Rejected items must be rendered compliant to the SOW, at the Subcontractor's expense, and represented for acceptance within the time scale fixed in writing by the Prime.

16.3 General provisions applicable to the acceptance of Documentation, reports and software

16.2.1 Cost incurred in connection with Acceptance Procedures.

The Subcontractor shall fix all errors and non-compliances during the period of acceptance tests. The related costs incurred during this period shall be borne by the Subcontractor.

16.3.2 Assistance by other Subcontractors in the Acceptance Process.

The Prime reserves the right to use the services of another subcontractor or subcontractor(s) to assist it in the acceptance process. Such subcontractor(s) shall be entitled to access all applicable information, data and tests performed on any deliverable item as well as the Subcontractor's premises.

16.3.3 The above shall not affect the rights of the Prime resulting from Clause 32.

16.3.4 Scope of Acceptance

The scope of any acceptance under this Subcontract shall be limited to the technical aspects of the deliverables and services. Compliance with legal and contractual aspects, including in particular those described in this Subcontract, shall not be subject of any acceptance so that acceptance shall not affect the Subcontractor's obligations in this regard.

16.3.5 The places of acceptance shall be as specified in the SOW.

CLAUSE 17: PENALTIES/INCENTIVES

Penalties for late delivery do not apply to this Subcontract.

CLAUSE 27: PRICING

Sub-Clauses 27.3 and 27.4 do not apply, unless in case of termination as per Clause 30 of the GCC.

CLAUSE 34: APPLICABLE LAW

The substantive law referred to in Clause 34 of the GCC is the law of Italy. The scope of its applicability is as laid down in the said Clause of the GCC.

CLAUSE 35: DISPUTE RESOLUTION

The arbitration proceedings referred to in Clause 35 of the GCC shall take place in Matera, Italy.

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

1. Part II (Option A) of the GCC - OPERATIONAL SOFTWARE

CLAUSE 36 – GENERAL, CLAUSE 39 – OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS, CLAUSE 42 – SOFTWARE (OPERATIONAL SOFTWARE)

- 1.1 For the purpose of this Subcontract, Part II, Option A of the GCC shall apply, as modified by the special provisions below.
- 1.2 In the event of any conflict between the provisions in this Subcontract and the provisions in Part II (Option A), the provisions in this Subcontract shall prevail. Clause 36.1 of the GCC shall remain unaffected.
- 1.3 The free licenses provided for the benefit of the Agency and the Prime in the present Subcontract and in Part II of the GCC, shall be deemed granted through signature of the present Subcontract and without the need to implement a separate license.
- 1.4 The provisions contained in this Subcontract relating to Intellectual Property Rights in software, shall apply mutatis mutandis also to any documentation and data to be produced and delivered under this Subcontract.

2. Definitions

For the purpose of this Subcontract, including also the Appendices to it, the following definitions shall apply, unless other definitions of those terms are introduced in a Subcontract Change Notice (CCN) to this Subcontract.

“Work Results” mean all results of the Subcontractor’s work rendered under this Subcontract and/or a CCN to this Subcontract.

In the case of software development, Work Results shall include all deliverables and any further specific software deliverable as detailed in this Subcontract and/or the relevant CCN to this Subcontract. Therefore, software includes not only the actual source code but also any associated item such as technical documentation, user documentation, specifications, interfaces definitions, training material, databases, test data or designs, test products, configuration data, prototypes, technical analysis output documentation, etc.

“Deliverable” is any item to be delivered to the Prime and/or to the Agency as specified in this Subcontract or any relevant CCN thereto. This includes all Work Results and may include further items, which are explicitly listed in this Subcontract and/or the relevant CCN to this Subcontract.

“Third Party” means any party other than the Agency, the Prime or the Subcontractor.

“Third Party Product” is any software, (e.g. proprietary software or open source software, including also but not limited to software tools, libraries, code, designs, etc.) and associated items for which the Agency does not have the full usage, exploitation and distribution rights as defined in Section 3 below. For the avoidance of doubt, Third Party Product shall include also any existing software and associated items of the Subcontractor .

3. Assignment of Intellectual Property Rights, Licences Granted

All Work Results under this Subcontract and/or the relevant CCN to this Subcontract shall be deemed Operational Software in the sense of Part II (Option A) of the GCC

(see Clause 39.2 c), Clause 42.8 and Annex IV of the GCC). All these Work Results shall be delivered at each milestone with full ESA Intellectual Property Rights (as defined in the GCC). The rights granted to the Agency according to the present Subcontract and Part II of the GCC shall take effect upon delivery of the respective item to the Prime.

- 3.1 In accordance with Clause 42.8 of the GCC and subject to the terms and conditions of this Subcontract, the Subcontractor shall assign and transfer to the Agency full ownership of all Intellectual Property Rights, including the ownership of copyright, in and to the Work Results.
- 3.2 The rights assigned to the Agency shall include, but not be limited to, the exclusive and perpetual usage, distribution and exploitation rights, not restricted in respect of territory, time or purpose to:
 - Install, operate and execute the Work Results by the Agency or any licensee of the Agency for any purposes the Agency or the licensee sees fit.
 - Incorporate, embed or merge the Work Results into any other software product.
 - Permanently or temporarily reproduce or copy the Work Results by any means and in any form, in part or in whole, including loading, displaying, running, transmission or storage of the Work Results.
 - Modify, correct, maintain, change, add, enhance, translate, adapt, re-arrange, link or make any other alteration of the Work Results and to reproduce the results thereof.
 - Compile or re-compile the source code belonging to the Work Results and distribute the resulting object code in any form.
 - Prepare derivative works of the Work Results.
 - Distribute, rent, offer and market the Work Results, including any derivative works of the Work Results, in any form directly or indirectly to the public, including the right for online-distribution.
 - Grant wire-connected or wireless public access to the Work Results for any purpose, including commercial or free service bureau services for Third Parties.
- 3.3 The Agency may permanently or temporarily transfer all or single rights granted to the Agency in whole or in part to a Third Party and/or the Prime in its sole discretion.
- 3.4 The Agency may in its sole discretion distribute the Work Results under any open source licence the Agency deems fit and this shall include also the right for the Agency to grant such rights to another organisation, which will distribute the software under an open source license.
- 3.5 The Agency may, against payment or free of charge, permanently or temporarily, grant exclusive or non-exclusive licenses or sublicenses for all or single rights granted to the Agency in whole or in part to a Third Party and/or the Prime in its sole discretion, either directly by the Agency or indirectly by a distributor.
- 3.6 Notwithstanding that the Subcontractor has granted to the Agency exclusive rights, the Agency shall not be obliged to exercise the rights granted and the Agency shall be

entitled to decide in its sole discretion to exercise all or parts of the rights granted hereunder.

- 3.7 The Agency may make use of the Work Results in any known manner and for any known type of use, as well as all yet unknown types of use. Unknown types of use are all yet unknown technical and/or commercial manners to use or exploit a Work Results. The Agency shall inform the Subcontractor in case the Agency intends to start using the Work Results in whole or in part in a yet unknown type of use and both parties shall mutually agree to an adequate and appropriate additional compensation, if any, for the Subcontractor depending on the new type of use before the Agency starts to use the Work Results in this new type of use.
- 3.8 The intended purpose of the assignment and transfer of full ownership of all Intellectual Property Rights to the Agency is to enable the Agency to act as the full and only owner of the Work Results without any limitation. Therefore, subject to the condition that under the law applying to the Subcontract an assignment and transfer of the copyright is lawfully not possible, the Subcontractor agrees to and herewith shall grant to the Agency an irrevocable and worldwide exclusive license for the Work Results, including the grant of the exclusive and perpetual usage, distribution and exploitation rights, not restricted in respect of territory, time or purpose and including all the rights as listed in this Section 3. For the avoidance of doubt, no additional royalty fee shall be paid by the Agency for such license grant.

4. Waiver of Moral Rights

- 4.1 The Subcontractor shall secure by agreements with those of his employees, who have worked on the Work Results, that those employees have waived their right to be named as an author and have waived all their other moral rights in regard to the Work Results, e.g. the right of an author to have access to its work.
- 4.2 If a waiver of a moral right of an author is legally not possible, the Subcontractor shall at least secure by written agreements with his employees that they waive their rights to execute such moral rights for the maximum period of time legally possible.
- 4.3 In case also such a waiver to execute the moral rights is legally not possible, the Subcontractor shall take all steps possible in the respective jurisdiction to achieve, to the maximum extent possible, the objectives described in the above Sections 4.1 and 4.2. In this case, the Subcontractor shall inform the Prime of all steps it has taken.

5. Transfer of Ownership

The Subcontractor shall transfer all ownership in material objects embodying the Work Results (CD ROM etc.) to the Agency free from any encumbrances.

6. Time of Transfer of Ownership

The Subcontractor transfers the ownership of material objects embodying the Work Results in accordance with Section 5 above at the time such material objects come into existence.

7. Confidentiality

All documentation and other information of whatever kind and nature supplied or disclosed directly or indirectly by the Prime under this Subcontract and/or the relevant CCN to this Subcontract, including also but not limited to software in source code and object code, interfaces, specifications of software or interfaces, algorithms, ideas and principles which underlie any element of software, including those which underlie interfaces, and other related know how, as well as all documentation and other information produced by the Subcontractor, the Agency or the Prime under this Subcontract and/or the relevant CCN to this Subcontract are deemed to be Prime and/or “ESA Unclassified - Proprietary Information”, even if not marked as such, and the provisions of Clause 38.1 of the GCC and the ESA Security Directives shall apply.

All Work Results items (e.g. any information, documentation or material, in whatever format or media) shall bear the resp. Agency’s information classification marker as defined by ESA Security Directives. Unless otherwise specified, any Work Results item is considered “ESA Unclassified - Proprietary Information”.

In addition to Clause 38 of the GCC, the Parties agree that the Subcontractor shall not Disclose (as defined in Annex IV to the GCC) and shall hold in confidence any such documentation and other information in accordance with Clause 38 of the GCC.

The Subcontractor shall ensure that his staff observes complete discretion during and after the performance of the Subcontract with regard to the subject matter of the Subcontract or CCNs to this Subcontract as well as any work rendered or delivery made in connection therewith.

In order to ensure that each member of the Subcontractor’s staff assigned to this Subcontract is aware of the above, the Subcontractor shall ensure that they sign a “Confidentiality Undertaking” in accordance with the model attached in Appendix 5 hereto. The Subcontractor’s Technical Officer shall keep at the disposal of the Agency all signed “Confidentiality Undertaking” statements and supply copies of such statements through the Prime, if requested.

In addition to the above, formal confidentiality procedures and additional security requirements may be established in a CCN. The Subcontractor herewith undertakes to comply with such procedures and additional security requirements and to obtain all required security clearances for his company, his sites and his staff.

8. Third Party Products

8.1 Work Results free from any Third Party Intellectual Property Rights

8.1.1 The Subcontractor guarantees that the Work Results are not restricted by rights of anyone, including also but not limited to rights already owned by the Subcontractor at the start of this Subcontract and/or the relevant CCN to this Subcontract. Therefore, the Subcontractor guarantees that he has all legal rights to grant to the Agency the rights in accordance with the above Section 3 and that therefore, subject to Clauses 8.2 and 8.3,

Work Results do not contain any software subject to a Background Intellectual Property Right or an open source licence or are covered by any other Third Party Intellectual Property Right.

8.1.2 The Subcontractor guarantees that the Work Results, the transfer of ownership and the licences granted under this Subcontract will not infringe any Intellectual Property Right (as defined in Annex IV to the GCC) of any Third Party.

8.1.3 In case of an infringement of any Third Party Intellectual Property Right Clause 26 of the GCC shall apply.

8.2 Approval Procedure to use elements of a Third Party Product

8.2.1 The use of any Third Party Product for the development of the Deliverables under this Subcontract needs the explicit prior written approval by the Prime's Technical Officer. This approval shall be deemed given by way of the Agency's acceptance of the Prime's proposal (as per Article 1.2 of this Subcontract), provided that the relevant Third Party Products are listed there in a dedicated Chapter. Should the use of any Third Party Product be proposed by the Subcontractor after signature of the Subcontract, such approval shall be deemed given by the Prime and the Agency's signature of the CCN, in which such Third Party Products are listed. Any agreement on the use of Third Party Products made in a different way shall be deemed invalid.

8.2.2 Unless otherwise specified in this Subcontract and/or the relevant CCN to this Subcontract, it shall be the obligation of the Subcontractor to verify and confirm in writing to the Agency and to the Prime that the licence, under which a Third Party Product shall be licensed to the Agency, grants the Agency at least the same, but non-exclusive perpetual usage, distribution and exploitation rights as set forth in Section 3 above.

However, the Prime reserves the right to request in this Subcontract and/or the relevant CCN to this Subcontract a limited sub-set of those usage, distribution and exploitation rights.

8.2.3 With any request of the Subcontractor to obtain the Agency and Prime's approval to use a Third Party Product, the Subcontractor shall provide the Prime also with the following information:

- Exact name and, if applicable, version of the Third Party Product.
- Exact intended use of the Third Party Product, in particular, by stating whether it is needed in order to build the application to be delivered and/or in order to run the application to be delivered.
- Exact source of supply, e.g. in case of delivery the suppliers company name and address, in case of download also the exact internet address and date, from where and when the download was made.

- Full and complete copy of the licence agreement, under which the Third Party Product is licensed.
- Statement as to whether any dispute relating to the license agreement will be subject to arbitration procedures or to normal court procedures.
- If the Subcontractor is allowed to do so, the Subcontractor shall provide and license, based on a separate licence agreement with the Prime, to the Prime a complete copy on a physical media of the original Third Party Product.
- In case the verification of a licence for a Third Party Product by the Subcontractor results, that the licence deviates in one or more points from the requirements set in Section 8.2.2, the Subcontractor shall also provide an exhaustive list where the licence for this Third Party Product deviates from the rights to be granted to the Prime in accordance with Section 8.2.2 above.

8.2.4 Upon the written request of the Subcontractor to use a Third Party Product, the Prime will decide within reasonable time, whether or not the use of the Third Party Product is acceptable.

As part of its decision, the Prime will inform the Subcontractor, whether the Subcontractor shall licence/sub-license the Third Party Product to the Agency or whether the Prime shall license the Third Party Product directly from the named licensor of the Third Party Product.

8.2.5 In case the Subcontractor shall license/sub-license the Third Party Product to the Prime, the Subcontractor shall confirm in writing to the Prime that he has obtained the rights to legally sub-license to the Agency the relevant rights for the relevant Third Party Product as required in this Subcontract and/or the relevant CCN to this Subcontract and the Subcontractor shall expressly grant the licence as agreed and accepted by the Prime in this Subcontract and/or the relevant CCN to this Subcontract to the Agency for the Third Party Product.

8.2.6 In case the Prime shall license the Third Party Product directly from the named licensor, it shall be the Prime's obligation to obtain all relevant licences and permits required to use the approved Third Party Product in the intended way. Unless otherwise agreed in a relevant CCN, this shall not release the Subcontractor from his obligation to provide the information and confirmation listed in Section 8.2.3 above.

8.3 Rights already owned by the Subcontractor at the start of the work.

The Subcontractor undertakes that all Intellectual Property Rights employed during the execution of this Subcontract are treated as arising from work performed under this Subcontract. The Subcontractor agrees that he shall not make claims under Clause 43.1 of the GCC during the execution of his Subcontract any time thereafter. This shall not apply in cases, where the Prime has granted its prior written approval (in the form as described under 8.2.1 above) for the use of the specific Background Intellectual Property Rights as defined below.

With reference to Clause 38.2 of the GCC, the Subcontractor shall not mark any documents as “Proprietary Information” unless agreed in advance with the Prime. Any request from the Subcontractor to mark Documentation as “Proprietary Information” shall be submitted together with an appropriate justification. The access rights granted to the Prime’s employees under sub-clause 38.2 are hereby extended to Subcontractor staff hired by the Prime to provide technical, management, legal or administrative support to the Prime as long as such staff has signed an engagement of confidentiality.

In case the Subcontractor intends to use or re-use already existing software, for which he owns the Intellectual Property Rights, the following provisions shall apply in addition to Section 8.2 above:

8.3.1 As part of the approval request, the following additional information shall be provided:

- Whether or not the respective software has been developed under a contract with the Agency, and if so:
 - Number(s) of the contract under which the software has been developed and/or altered,
 - The rights granted to the Agency under this contract(s),
- The rights granted by the Subcontractor to any Third Party as part of other contractual agreements.

8.3.2 The Subcontractor, as the case may be, shall offer the Agency a licence in the relevant software, which is already owned by the Subcontractor at the start of the work, in accordance with Section 3.8 above, provided however, that such licence shall be non-exclusive. In case of software developed or altered under a contract with the Agency, this shall apply to those rights, which have not already been granted to the Agency under such former contract(s).

8.3.3 For the avoidance of doubt, Section 8.2.5 shall apply for the licensing of the pre-existing software to the Agency.

8.4 Documentation, Delivery, Exclusion of Acceptance.

8.4.1 With making a Deliverable available to the Prime, the Subcontractor shall produce and attach a Delivery Note:

- Stating that the Deliverables do not contain any not-approved Third Party Product,
- Including a list of all approved Third Party Products (name and version) included in the Deliverables,
- Including a list of all approved reused pre-existing software originally belonging to the Subcontractor ,
- Including a list of all Work Results included in the Deliverables.

8.4.2 If the Deliverables contain any Third Party Product, for which the Agency and the Prime has not given its prior written approval in the form described in Section 8.2.1

above, such Deliverables are not in conformity with the Subcontract and cannot be accepted by the Prime and the Agency.

- 8.4.3 However, for the avoidance of doubt, any acceptance is made only in respect of technical aspects of the Deliverables and, in particular, any acceptance of a Deliverable including a Third Party Product not prior approved by the Prime does not release the Subcontractor from its liability under this Subcontract to develop and deliver all Work Results free of any Third Party Product and does not constitute a waiver of the Prime or of the Agency of its rights under this Subcontract, e.g. claim for damages.

9. Copyright Information

The following copyright information shall be included.

9.1 Documents

The following copyright statement shall be included on the first page following the cover page of any document, for which the Agency owns the Intellectual Property Rights:

“The copyright of this document is vested in the European Space Agency. This document may only be reproduced in whole or in part, stored in a retrieval system, transmitted in any form, or by any means electronically, mechanically, or by photocopying, or otherwise, with the prior written permission of the Agency.”

The following copyright statement shall be included in the footer of each page (with the year stated as applicable), including the cover page, using a font size of 8:

“© Copyright European Space Agency, 20xx”

9.2 Software files

The Subcontractor shall insert the following copyright statement in all software files of its Work Results as a comment in the header:

“© Copyright European Space Agency, 20xx”

For both Documentation and software “xx” shall indicate each year, in which the document/software was created, modified and/or updated.

10. Modification of existing open source software

If the scope of a task under this Subcontract includes the modification of an open source software, the use of which has been approved by the Agency, and if not otherwise agreed in this Subcontract or a CCN to the Subcontract, the open source software shall be delivered in its original and modified version under the original open source licence.

11. Trademarks

- 11.1 All product names, trademarks, service marks, trade names, logos or other words or symbols identifying the products or services of the Agency (collectively, the “Marks”) are and will remain the exclusive property of the Agency, whether or not specifically recognized or perfected under the laws of the Member States.
- 11.2 The Subcontractor will not take any action that jeopardizes the Agency’s proprietary rights whether registered or not, or acquire any rights in any state, in the Marks.

ARTICLE 6 - ADDITIONAL SPECIAL CONDITIONS

6.1 Confidentiality Undertaking

All documentation and other information of whatever kind and nature supplied or disclosed directly or indirectly by the Prime under this Subcontract or CCN to this Subcontract, including also, but not limited to, software in source code and object code, interfaces, specifications of software or interfaces, algorithms, ideas and principles, which underlay any element of software, including those which underlay interfaces, and other related know how, as well as all documentation and other information provided and/or produced by the Subcontractor or the Prime or the Agency under this Subcontract is deemed to be “ESA Unclassified - Proprietary Information”, even if not marked as such, and the provisions of Clause 38.1 of the GCC and the ESA Security Directives shall apply.

In addition to Clause 38 of the GCC, the Parties agree that the Subcontractor shall not disclose (as defined in Annex IV of the GCC) and shall hold in confidence any such documentation, other information and Deliverables in accordance with Clause 38 of the GCC and the provision contained herein.

The Subcontractor shall ensure that his staff observes complete discretion during and after the performance of the Subcontract with regard to the subject matter of the Subcontract or CCNs to this Subcontract as well as any work rendered or delivery made in connection therewith.

In order to ensure that each member of the Subcontractor’s staff assigned to this Subcontract is aware of the above, the Subcontractor shall ensure that they sign a “Confidentiality Undertaking” in accordance with the model attached in Appendix 5 hereto. The Subcontractor shall take all required steps in order to support and insure the full compliance of the respective staff with this Confidentiality Undertaking. The Subcontractor’s responsible Technical Officer shall keep at the disposal of the Prime all signed “Confidentiality Undertaking” statements and supply copies of such statements to the Prime, if requested.

In addition to the above, formal confidentiality procedures and additional security requirements may be established in the respective CCN. The Subcontractor herewith undertakes to comply with such procedures and additional security requirements and to obtain all required security clearances for his company, his sites and his staff.

6.2 Continuing Rights and Obligations under the Subcontract.

Completion or termination of the present Subcontract shall not affect the Parties’ continuing rights and obligations regarding any relevant provisions of this Subcontract, in particular, but not limited to, those relating to Article 5 Clauses 6, 11, 12 and 17, as well as Chapters IV, V, VI and IX and PART II of the GCC as modified by this Subcontract and Articles 4 (Items produced or purchased under the Subcontract), Article 6 and Appendix 5 (Confidentiality Undertaking Model) of this Subcontract.

6.3 Special Provisions

Should any part or provision of this Subcontract be determined to be prohibited, or rendered void or unenforceable, by any legislation or other cause, the remaining terms and conditions of the Subcontract shall be interpreted in an equitable manner in order to maintain the balance of the Parties' respective obligations. The validity and enforceability of the Subcontract as a whole shall not be affected.

The waiver by either Party hereto of its rights under this Subcontract in respect of any breach, default or omission by the other in the performance or observance of any term or provision of this Subcontract, shall neither be deemed nor imply a waiver of its rights in respect of any other breach, default or omission by the other.

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

In Teplice:

In Rome:

On:

On:

For Subcontractor

For e-GEOS S.p.A

Mr. Zdeněk Moravec,
Director

[REDACTED]
[REDACTED]

SPECIFIC APPROVAL

The Subcontractor certifies that he specifically approves the following Clauses of the General Conditions ESA/REG/002, REV 2:

- Clause 7: Transfer of the Subcontract
- Clause 10: Sub-Contracts
- Clause 18: Damage to Staff and Goods
- Clause 19: Liability for consequential Damages during the Execution of the Subcontract
- Clause 20: Liability after Acceptance
- Clause 24: Disclosure and Use of Classified Information by the Subcontractor
- Clause 25: Infringements of the Law
- Clause 26: Infringements of Third Party Rights
- Clause 30: Termination - General Rule
- Clause 32: Termination with Fault of the Subcontractor
- Clause 33: Termination in Special Cases

On behalf of the Subcontractor,

on this day

.....

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

Milestone (MS) Description	Schedule Date	Payments from Prime to Subcontractor in EURO	Country (ISO code)P
Progress (MS 1): Upon successful completion of DELI-010 and DELI-060 and acceptance of all related deliverables	T0 + 7 months	€ 27.869,00	CZ
Progress (MS 2): Upon successful completion of the Final Presentation and acceptance of DELI-070	T0 + 12 months	€ 24.772,33	CZ
Final Settlement (MS 3): Upon end of warranty and the Agency's acceptance of all deliverable items due under the Contract and the Subcontractor's fulfilment of all other contractual obligations including submission of the Closure Documentation	T0 + 24 months	€ 9.289,67	CZ
TOTAL		61,931.00	

APPENDIX 2: (Not Applicable)

APPENDIX 3: STANDARD REQUIREMENTS FOR MANAGEMENT, REPORTING, MEETINGS AND DELIVERABLES

(CORE TEXT Rev 2: 2015-07)

This document contains the standard requirements for Management, Reporting, Meetings and Deliverables for Subcontracts to be placed by the Prime. The applicable Statement of Work refers to the present document, and identifies requirements which are not applicable, which need modification or which shall apply in addition. The Statement of Work has priority over the present document in case of conflict.

1. MANAGEMENT

1.1. General

The Subcontractor shall implement effective and economical management for the Subcontract. His nominated Technical Manager shall be responsible for the management and execution of the work to be performed and, in the case of an industrial team, for the coordination and control of the industrial team's work.

1.2. Access

- a) During the course of the Subcontract the Prime and the Agency shall be afforded free access to any plan, procedure, specification or other documentation relevant to the programme of work. Areas and equipment used during the development/testing activities associated with the Subcontract shall also be available for inspection and audit.

2. REPORTING

2.1. Bar-Chart Schedule

- a) The Subcontractor shall be responsible for maintaining the bar-chart for work carried out under the Subcontract, as agreed at the kick-off meeting.
- b) The Subcontractor shall present an up-to-date chart for review at all consequent meetings, indicating the current status of the Subcontract activity (WP's completed, documents delivered, etc.).
- c) Modifications of the schedule shall be contractually binding only if approved in writing by the Prime's representative for contractual and administrative matters.

2.2. Progress Reports

Every month, the Subcontractor shall provide a Progress Report to the Prime's representatives, covering the activities carried out under the Subcontract (see ECSS-M-ST-10C Rev.1 section 5.2.2.2 for more details). This report shall refer to the current activities shown on the latest issued bar-chart.

2.3. Problem Notification

The Subcontractor shall notify the Prime's representatives (Technical Officer and Subcontracts Officer) of any problem likely to have a major effect on the time schedule of the work or to significantly impact the scope of the work to be performed (due to e.g. procurement problems, unavailability of facilities or resources, etc.).

2.4. Technical Documentation

- a) As they become available and not later than the dates in the delivery plan, the Subcontractor shall submit, for the Prime's approval, technical notes, engineering drawings, manufacturing plans, test plans, test procedures, specifications and Task/WP reports.

3. MEETINGS

- a) The kick-off meeting shall take place by telephone or video teleconference.
- b) Progress meetings shall be held at approximately 2- to 3-monthly intervals by telephone or video teleconference.
- c) Additional meetings may be requested either by the Prime or the Subcontractor.
- d) The Subcontractor shall give to the Prime prior notice of any meetings with Third Parties to be held in connection with the Subcontract. The Prime reserves the right of participation in such meetings.
- e) With due notice to the Subcontractor the Prime reserves the right to invite Third Parties to meetings to facilitate information exchange.
- f) For each meeting the Subcontractor shall propose an agenda in electronic form and shall compile and distribute handouts of any presentation given at the meeting.

4. DELIVERABLES

This section specifies the generic Deliverables that can be envisaged. The actual list of Deliverables under the Subcontract is specified in the Statement of Work which may include, delete or add deliverables with respect to those specified in this Chapter.

4.1. Documentation

- a) In addition to the documents to be delivered according to section 2 here above, the following documentation shall also be deliverable. In the case of alternative choices herein, the Statement of Work specifies which ones are applicable.
- b) All documentation deliverables mentioned hereunder (including all their constituent parts) shall also be delivered in electronic form in a format agreed by the Prime (PDF format and the native format, and in other exchange formats where relevant (e.g. CAD, drawings, databases).

4.1.1. Final Report

- a) The Final Report shall provide a complete description of all the work done during the activity and shall be self-standing, not requiring to be read in conjunction with reports previously issued. It shall cover the whole scope of the activity, i.e. a comprehensive introduction of the context, a description of the programme of work and report on the activities performed and the main results achieved.

4.1.2. Technical Data Package

Each (design and development) Subcontract shall be completed with a Technical Data Package.

4.1.3. Summary Report

For each (design and development) Subcontract, one Summary Report shall be produced. It shall summarise the findings of the Subcontract concisely and, informatively. The Summary Report shall be approximately 20 pages or 6000 words.

NOTE:

The Prime may request the Subcontractor to produce the Summary Report in the form of a paper suitable for publishing in a technical journal.

4.1.4. Executive Summary Report

The Executive Summary Report shall concisely summarise the findings of the Subcontract. It shall be suitable for non-experts in the field and should also be appropriate for publication. For this reason, it shall not exceed five (5) pages of text and ten (10) pages in total (1500 to 3000 words).

4.1.5. Abstract

Each (study) Subcontract shall also be completed with an Abstract, summarising the work performed. It shall be suitable for application at symposiums or technical journals, normally not exceeding three (3) to four (4) pages of text with coloured illustrations or photographs where appropriate.

4.1.6. Brochure

A Brochure is intended for marketing purposes. It shall be concise and it shall include a short description of the work performed and applications of the development, a photograph or

functional drawing if applicable, technical fact sheet, estimate of availability (delivery time) and a contact point for marketing purposes.

It shall contain one (1) or two (2) pages of text (i.e. up to about 700 words).

4.1.7. Photographic Documentation

Photographic documentation comprises photographs of hardware under manufacture, showing major progress, as well as of tests and test set-ups. Videos presenting the functioning of hardware/test set-up and relating test activities may also be included in this category.

4.1.8. Subcontract Closure Documentation

The Subcontract Closure Documentation is a mandatory deliverable, due at the end of the Subcontract. For the avoidance of doubt, “end of the Subcontract” shall mean the finalisation of a series of tasks as defined in the Statement of Work attached to this Subcontract. Therefore, work performed under Riders or Subcontract Change Notices adding new tasks with respect to the original Subcontract shall require separate Subcontract Closure Documentation. The contents of the Subcontract Closure Documentation shall conform to the layout provided in Annex A hereto.

4.2. Hardware

Hardware (incl. test equipment and control electronics) built or purchased under the Subcontract, together with an Operation Manual, shall be a deliverable item after completion of the associated activities at the Subcontractor's premises, unless otherwise agreed in writing by the Prime.

4.3. Computer Programs and Models

Computer programmes, mathematical models of any type (e.g. closed-form, worksheets, XML, CAD/CAE) and HDL models developed or procured under the Subcontract shall be a deliverable, unless the Prime agrees otherwise in writing. Re-used or proprietary software embedded in the deliverable product and required for its correct functioning shall also be deliverable.

4.4. Project Web Page

The Subcontractor shall produce a Project Web Page which shall be suitable for public internet access.

Annex:

Annex A: Layout for Subcontract Closure Documentation (in its latest version, the version reference can be different from the revision reference of the Appendix 3 core text)

**ANNEX A: LAYOUT FOR SUBCONTRACT CLOSURE DOCUMENTATION
(Rev 3 : 2015-07)**

for
Subcontract No. 201621595
“P2-SST-X: Support observations and sensor qualification”,
hereinafter referred as the “Subcontract”

Section 1 – Parties, Subcontract Duration and Financial Information

Contractor/Prime	[CONTRACTOR NAME AND COUNTRY]	
Sub-Contractor <i>(state if not applicable)</i>	[NAME AND COUNTRY]	
Subcontract Duration	From:	Phase 1 from: to:
	To:	Phase n from: to:
Total Subcontract Price <i>(including all CCNs, Work Orders, Call of Orders)</i> and Total Subcontract Value <i>(in case of co-funding; state if not applicable)</i>	EUR EUR	
Broken down as follows:	Original Subcontract Price and original Subcontract Value <i>(in case of co-funding; state if not applicable)</i>	XXX EUR (XXX EUR) EUR
	Subcontract XXX	EUR in total

Section 2 – Recapitulation of Deliverable Items

2.1 Items deliverable under the Subcontract

If any of the columns do not apply to the item in questions, please indicate “n/a”.

Table 2.1.1 – Items deliverable according to the Statement of Work and Article 2 of the Subcontract

Type	Ref. No.	Name / Title	Description	Replacement Value (EUR)/ Other	Location ⁽¹⁾	Property of	Rights granted / Specific IPR Conditions ⁽²⁾
Documentation							
Hardware							
Software			<i>(Delivery in Object code / Source code?)</i>				
Other							

¹ *In case the item is not delivered to ESA, please indicate the location of the deliverable and the reason for non-delivery (e.g. loan agreement, waiver, future delivery, etc.)*

² *e.g. IPR constraints, deliverable containing proprietary background information (see also 2.1.4 below)*

Table 2.1.2 – Items deliverable under Article 4 of the Subcontract (if applicable)

The “Subcontract Inventory” of items produced or purchased under the Subcontract (other than those falling under the Article 2 of the Subcontract) with an individual or batch value equivalent or superior to 5.000 euros is as follows:

Item Name	Part/ Serial Reference Number	Location	Value	ESA DECISION ●		
				Transfer ownership to ESA (delivery at end Subcontract or delivery postponed to end of loan agreement)	ESA renunciation to claim ownership and delivery (with/without financial compensation or special instructions)	Leave in Subcontractor’s Custody and postpone transfer of ownership to ESA

Table 2.1.3 – Fixed Assets

With regard to Fixed Assets the following declaration is made:

[OPTION 1:]

No Fixed Asset has been acquired under the Subcontract by the Subcontractor.

[OPTION 2:]

Fixed assets, acquired under the Subcontract by the Subcontractor are listed in the List of Fixed Assets attached below. The Subcontractor certifies that all its obligations with regards to Fixed Assets have been fulfilled. The Prime will inform the Subcontractor of its decision with respect to the disposal of Fixed Assets items.

Item Name	Value	Life time in years	TBD	ESA DECISION		
				TBD	Deliver to ESA	Leave under Contractor’s Control

Table 2.1.4 – Customer Furnished Items and Items made available by the Prime

- To be completed by ESA

[Option 1]

There was no Customer Furnished Items or Items made available by the Prime.

[Option 2]

Any Customer Furnished Items and/or Items made available by the Prime to the Subcontractor and/or its Subcontractor(s) under the Subcontract, are listed in the following List of Customer Furnished Items and Items made available by the Prime. The following tables certify which of the items have been returned to the Prime and which of the items remain in the custody of the Subcontractor and/or a Third Party for further ESA work or for other purposes.

Customer Furnished Items

Item Name	ESA Inventory Number	Location	Insurance Value	ESA DECISION		
				Confirmation of Receipt	Deliver to ESA or to another entity	Leave at Subcontractor's Disposal under a loan agreement

Items made available by the Prime and/or the Agency

Item Name	ESA Inventory Number	Location	Replacement Value	Deliver to ESA or to another entity	Leave at Subcontractor's Disposal under a loan agreement

Table 2.1.5 – Background Information used and delivered under the Subcontract (see Clause 43 of the General Clauses and Conditions)

The following background information has been incorporated in the deliverable(s):

Proprietary Information (<i>title, description</i>)	Owner (<i>Contractor / Subcontractor(s)/ Third Party -ies</i>)	Affected deliverable (<i>which documents, hardware, software, etc.</i>)	Description impact on ESA’s rights to the deliverable ⁽³⁾	Other comments

Section 3 – Statement on Intellectual Property Rights generated under the Subcontract

[OPTION 1 : NO Intellectual Property Rights generated under the Subcontract]

In accordance with the provisions of the above Subcontract [*insert Subcontract Number*], [*insert Company name*] hereby certifies that no Intellectual Property Rights (as defined in Annex IV of the General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, Rev. 2 ,the “GCC”) have been generated in the course of or resulting from work undertaken for the purpose of this Subcontract. **[END OF OPTION 1]**

[OPTION 2 : Intellectual Property Rights generated under the Subcontract]

The Sucontractor’s rights in the Intellectual Property Rights listed in the table below shall be ruled, in accordance with the General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, Rev. 2, the “GCC” - Part II provisions, as amended by the Subcontract [*insert Subcontract Number*].

In accordance with the provisions of the above Subcontract, [*insert Company name*] hereby certifies that the following Intellectual Property Rights (as defined in Annex IV of the "GCC") have been generated in the course of or resulting from work undertaken for the purpose of this Subcontract:

³ if not explicitly stated otherwise, the Subcontractual stipulations shall prevail in case of conflict with the description provided in this table

Intellectual Property Rights (“IPR”) suitable for registration (i.e. “Registered Intellectual Property Rights” as per definition in Annex IV of the “GCC”)	Current status <i>[delete non applicable options]</i>
<i>[insert title of IPR # 1 and give a short description]</i>	Registered : <i>[insert information on registration granted]</i>
	In the process of being registered: <i>[insert information on registration process]</i>
	Foreseen for registration: <i>[indicate timeline]</i>
	Not foreseen for registration: <i>[indicate reason]</i>
<i>[insert title of IPR # 2 and give a short description]</i>	Registered : <i>[insert information on registration granted]</i>
	In the process of being registered: <i>[insert information on registration process]</i>
	Foreseen for registration: <i>[indicate timeline]</i>
	Not foreseen for registration: <i>[indicate reason]</i>
<p>Should any Intellectual Property Rights be indicated as being foreseen for registration or in the process of registration, the Subcontractor undertakes to notify the Prime's Technical Officer when:</p> <ul style="list-style-type: none"> - registration of any such IPR(s) is rejected - registration of any such IPR(s) is obtained (and will provide the registration details) 	
Intellectual Property Rights ("IPR") not suitable for registration (i.e. not being "Registered Intellectual Property Rights" as per definition in Annex IV of the "GCC")	
<i>[insert title of corresponding IPR]</i>	<i>[give a short description of such IPR]</i>
<i>[insert title of corresponding IPR]</i>	<i>[give a short description of such IPR]</i>

Section 4 – Output from / Achievements under the Subcontract

4.1. Technology Readiness Level (TRL)

Indicate the TRL of the technology developed under the Subcontract using the classification given below (for additional information on definitions, please refer to ECSS-E-AS-11C) .

Initial TRL	Planned TRL as activity outcome	Actual TRL at end of activity

1	Basic principles observed and reported
2	Technology concept and/ or application formulated
3	Analytical and experimental critical function and/ or characteristic proof of concept
4	Component and /or breadboard validation in laboratory environment
5	Component and /or breadboard critical function verification in a relevant environment
6	Model demonstrating the critical functions of the element in a relevant environment
7	Model demonstrating the element performance for the operational environment
8	Actual system completed and accepted for flight ‘flight qualified’
9	Actual system ‘flight proven’ through successful mission operations

NOTE: The TRL shall be assessed by ESA. The Prime’s responsible Technical Officer shall verify TRLs 1-4 while TRLs 5-9 shall be assessed through an ESA-internal formal procedure.

4.2. Achievements and Technology Domain

.....
Provide a concise description (max 200 words) of the achievements of the Subcontract and its explicit outcome (including main performances achieved): please refer to the final documentation (e.g. Final Report)

Please indicate the Technology Domain (TD 1 to 25) of the development (*please tick off*):

1	On-Board Data Systems	14	Life & Physical Sciences
2	Space System Software	15	Mechanisms & Tribology
3	Spacecraft Electrical Power	16	Optics
4	Spacecraft Environment & Effects	17	Optoelectronics
5	Space System Control	18	Aerothermodynamics
6	RF Payload and Systems	19	Propulsion
7	Electromagnetic Technologies and Techniques	20	Structures & Pyrotechnics
8	System Design & Verification	21	Thermal
9	Mission Operations and Ground Data Systems	22	Environmental Control Life Support
10	Flight Dynamics and GNSS	23	EEE Components and Quality

	11	Space Debris		24	Materials and Processes
	12	Ground Station System & Networking		25	Quality, Dependability and Safety
	13	Automation, Telepresence & Robotics			

4.3 **Application of the Output/ Achievements**

Please tick off as appropriate:

Possible use in programme:

.....
Please indicate the service domain (see table) relevant to a possible application

	1	Earth Observation
	2	Science
	3	Human Spaceflight and Exploration
	4	Space Transportation
	5	Telecommunications
	6	Navigation
	7	Generic Technologies and Techniques
	8	Security
	9	Robotic Exploration

Actual use in programme:

.....
Please describe the specific programme and application or mission for which the output of this Subcontract is or will be used.

4.4 **Further Steps/Expected Duration**

Please tick off as appropriate:

No further development envisaged.

Further development needed:

.....
Please describe further development activities needed, if any, to reach TRL 5/6 including an estimate of the expected duration and cost.

4.5 **Potential Non-Space Applications**

.....
Describe any potential non-space applications or products that may benefit from the technology that has been developed. Emphasize potential markets and customers where known.

.....
Describe the principle features of technology that would be required in a technology demonstrator for any identified non-space application. Include an estimate of the resources in time and money that would be required.

The above statements provided in the various sections of this Annex A "Layout for Subcontract Closure Documentation" for Subcontract No. *[insert the corresponding Subcontract number]* have been made after due verifications.

If required by ESA, an updated version shall be provided for incorporating amendments requested by ESA.

Name of Subcontractor:
[insert Subcontractor name]

Authorised signatory:
[insert Authorised signatory full name]

[signature of the Authorised signatory]

Date:
[insert date]

APPENDIX 4: SUBCONTRACT CHANGE NOTICE

For submission of a change as per Clause 13 of the General Conditions, the Subcontractor shall submit his 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 Subcontractor's name and the Subcontract number
- The title of the area affected by the change (Work Package reference, new work, etc.)
- The name of the initiator of the change (Contractor or ESA)
- The description of the change (including Work Package Descriptions, WBS, etc.)
- The reason for the change
- The price breakdown in €, 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 Subcontract 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 Subcontractor's representatives

The Subcontractor shall, on request of the Prime, 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 Subcontracts Officer and the Technical Officer of each Party.

	DIRECTORATE:	Contractor:	
		Subcontract No.:	
SUBCONTRACT CHANGE NOTICE No.	ISSUE:	DATE:	PAGE:
	DOC. No.:		
TITLE OF AREA AFFECTED (WORK PACKAGE ETC):		WP REF:	
RECOMMENDED CLASS (A or B):		INITIATOR OF CHANGE:	
DESCRIPTION OF CHANGE			
REASON FOR CHANGE			
PRICE BREAKDOWN (Currency)/PRICE-LEVEL			
EFFECT ON OTHER CONTRACT PROVISIONS		START OF WORK	
		END OF WORK	
CONTRACTOR'S PROJECT MANAGER:		SUBCONTRACTOR'S CONTRACTS OFFICER:	
DATE:		DATE:	
[DISPOSITION RECORD OR OTHER AGREED CONDITION RECORDED WITH THE CCN APPROVAL]			
e-GEOS TECHNICAL OFFICER:		e-GEOS Subcontract's OFFICER:	
DATE:		DATE:	

APPENDIX 5: CONFIDENTIALITY UNDERTAKING

I, *[insert full name]* an employee of *[Subcontractor's name]*, assigned to carry out work in connection with the ESA Contract No. **4000117560/16/D/MRP** (hereinafter “the Contract”) having been informed that in accordance with the Subcontract, all data and information, to which I may be given access for the performance of my duties in the framework of the Contract, as well as all Work Results under the Contract and the Subcontract shall be considered without exception “ESA Unclassified – Proprietary Information”, hereby undertake as follows:

1. Not to use, copy or reproduce or permit the use, copying or reproduction of any books, manuals, documents, literature, records, data or other information or material, which is not publicly available, obtained from the European Space Agency (or from other entities cooperating with the Agency) as well as any Documentation and other information produced by *[Subcontractor's name]*, myself, the Agency, the Prime or another entity or person cooperating with the Agency under the Contract (together called “the Material”) other than for use in connection and in accordance with the Subcontract, and I further undertake not to provide nor disclose nor permit the use, provision or disclosure orally or otherwise, either directly or indirectly of any of the Material nor any copy, summary or extract thereof to any Third Party other than to:
 - a) Other employees or representatives of *[Subcontractor's name]* assigned to carry out work in connection with the Subcontract, who have a need to know for purposes of the Subcontract.
 - b) The relevant staff of the Agency concerned with the Subcontract and/or the Contract, who have a need to know for purposes of the Subcontract and/or the Contract.
 - c) Any other person so duly nominated in writing by the Agency, who has a need to know for purposes of the Subcontract and/or the Contract.
2. Upon termination for any reason of my involvement in the Subcontract, to hand to the Prime’s Technical Officer all the Material including all copies or reproductions thereof in my possession at the time of such termination.
3. Not to use nor to disclose nor communicate either directly or indirectly to any Third Party any other information whether written or oral acquired during the course of the Subcontract, except with the prior written consent of the Agency and/or the Prime.
4. Not to use, without the prior written consent of the Agency and/or the Prime any of the Material or other information except for the purposes of the Contract and the Subcontract.
5. All rights and obligations resulting from this Confidentiality Undertaking shall continue also after the end of my involvement in the Subcontract as well as the end of the Subcontract.

Signed _____

Witness _____ (Subcontractor’s Responsible *[insert function]*)

Date/Place _____