

**Contract No. xxxxx**

**with**

**[Contractor]**

**ONLINE GAME TECHNOLOGY FOR  
SPACE EDUCATION AND SYSTEM  
ANALYSIS**

DRAFT CONTRACT

Between:

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

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

through its European Space Research and Technology Centre  
located at Keplerlaan 1, 2201 AZ Noordwijk, The Netherlands

represented by Mr Jean-Jacques Dordain, its Director General,

of the one part,

and:

.....  
(hereinafter called “the Contractor” or “.....”),

whose Registered Office is at:

.....  
.....  
.....

represented by, its .....

of the other part,

the following has been agreed:

**ARTICLE 1 - SUBJECT OF THE CONTRACT - APPLICABLE DOCUMENTS**

- 1.1 The Contractor undertakes to perform a study on “**Online Game Technology for Space Education and System Analysis**”, to deliver the documentation as described in Appendix 1 and to make an oral presentation of the results.
- 1.2 The work shall be performed in accordance with the following documents, listed in order of precedence, in case of conflict:
- a) The specific Articles of this Contract and its Appendixes 3 (Contract Change Procedure), 7 (Payment Plan) *[OPTION]*: and 8 (Ratification of GCC by Italian Companies)], on the same level;
  - b) The General Clauses and Conditions for ESA Contracts (GCC), ESA/C/290 Rev 6, not attached hereto but known to both parties, as amended by Article 4 hereunder;
  - c) Appendix 6 hereto (Statement of Invention and Inventory);
  - d) Appendix 1 hereto: The Statement of Work referenced TEC-SWM/08-213, version 1.1, dated 26/11/2008;
  - e) Appendix 2 hereto: The Standard Requirements for Management, Reporting, Meetings and Deliverables;
  - f) The Specification for the production of ESA Study Contract Reports, not attached hereto but known to both parties, and the standard cover page for the ESA Contract Study Report attached hereto as Appendix 5;
  - g) *[OPTION]*: The Minutes of the negotiation meeting held on ....ref....;
  - h) *[OPTION]*: The Contractor's Proposal reference ..... dated ....., not attached hereto but known to both parties.

## **ARTICLE 2 - PRICE**

2.1 The price of this Contract is a Firm Fixed Price, as defined in Clause 2.1 of Annex I to the General Conditions, amounting to:

**... EUR**  
(... EURO)

*[OPTION]* broken down per contractor as follows:

- ...EUR (...EURO) for **[Contractor]**
- ...EUR (...EURO) for subcontract to **[Sub-Contractor]**
- ...EUR (...EURO) for subcontract to **[Sub-Contractor]**

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

### ***[SUB-OPTION FOR GERMANY]***

The price does not include any taxes or duties in the Member States of the Agency other than the German Gewerbeertragsteuer.

2.3 The price is Delivered Duty Paid for all deliverables, exclusive of import duties and VAT in accordance with the INCOTERMS 2000, to the addressees specified in Article 4, Clause 7 of the Contract.

### **ARTICLE 3 - PLACE AND DATES OF DELIVERY - MEETINGS**

#### 3.1 Place and Dates of Delivery

##### 3.1.1 Documents

The Contractor shall, during the performance of this Contract, deliver all documentation and reports specified in Appendix 1 in the required number of copies and in an electronic file.

These shall be sent to the Agency's Technical Officer mentioned in Clause 7.1 of Article 4, unless otherwise specified, in accordance with the following specific provisions:

3.1.1.1 The draft versions of the Final Report and Executive Summary as defined in Appendix 1 shall be submitted for approval, in electronic format, to the Agency's Technical Officer not later than [ ... **Date to be filled in** ]

3.1.1.2 The finalised versions of the documents mentioned above shall be issued not later than four (4) weeks after the Agency's approval of the draft versions, in two (2) paper copies and four (4) copies on CD-ROM, of which:

- One (1) paper copy and two (2) copies on CD-ROM shall be sent to the Agency's Technical Officer;
- One (1) paper copy and two (2) copies on CD-ROM to the Information, Documentation and Knowledge Centre at ESTEC Postbus 299, 2200 AG Noordwijk, The Netherlands.
- The Executive Summary shall also be submitted in HTML format, suitable for publication on the Agency's webpage.

3.1.1.3 At the same time as delivery of the final documents, the Technical Data Package containing all approved Technical Notes, shall be delivered in one (1) paper copy and one (1) copy on CD-ROM to the Agency's Technical Officer.

##### 3.1.2 Software

No software development is foreseen in this activity. However, a prototype shall be developed for demonstration purposes.

#### 3.2. Meetings

Meetings, reviews and the final presentation shall be held as specified in the Applicable Documents listed under Article 1 above.

**ARTICLE 4: GENERAL CONDITIONS**

The General Clauses and Conditions for ESA Contracts (GCC - see Article 1.2b above) shall apply to this Contract with the following amendments or replacements. The specific conditions in this Contract shall prevail over said GCC.

**PART I: CONDITIONS APPLICABLE TO ESA CONTRACTS**

**CLAUSE 2: APPROVAL**

For the purpose of this Contract the authorised representative of the Director General is:  
Mr Giuseppe Morsillo  
Head of the Director General's Policy Office

**CLAUSE 5 - AGENCY'S REPRESENTATIVES - INSPECTIONS**

The Agency's representatives are:

- Mr/Ms.....for technical matters or a person duly authorised by him/her. (“Technical Officer”);
- Mrs Audrey Ferreol for contractual and administrative matters or a person duly authorised by her. (“Contracts Officer”).

**CLAUSE 7: COMMUNICATIONS**

1. All correspondence for the Agency shall be addressed to:

European Space Research and Technology Centre  
PO Box 299  
2200 AG Noordwijk, The Netherlands

(a) For technical matters:

	To:	With copy to:
Name		Audrey Ferreol
Phone		
Fax		
e-mail		

- (b) For contractual and administrative matters (with the exception of invoices as mentioned in Clause 22):

	To:	With copy to:
Name	Audrey Ferreol	
Phone	+31 71 565 81 41	
Fax	+31 71 565 57 75	
e-mail	Audrey.ferreol@esa.int	

2. All correspondence for the Contractor shall be sent to:

.....  
.....  
.....

- (a) For technical matters

	To:	With copy to:
Name		
Phone		
Fax		
e-mail		

- (b) For contractual and administrative matters

	To:	With copy to:
Name		
Phone		
Fax		
e-mail		

**CLAUSE 10 - EQUIPMENT, SUPPLIES AND TECHNICAL DOCUMENTS MADE AVAILABLE BY THE AGENCY TO THE CONTRACTOR**

It is not foreseen that the Agency will make available to the Contractor any equipment, supplies or technical documents.

**CLAUSE 12: APPLICABLE LAW**

The Contract shall be governed by the laws of .....

**CLAUSE 13 - ARBITRATION**

The arbitration proceedings shall take place in (city to be filled in)... in the language of the Contract.

***[OPTIONS] APPLICABLE FOR CERTAIN NATIONAL LEGAL SYSTEMS:***

***(FOR SWITZERLAND)***

The arbitration proceedings referred to in Clause 13 shall take place in ..... <insert location> and conducted in the language of the Contract.

Notwithstanding the provisions of Clause 13.5, the procedure for the enforcement of the award shall be that of the Civil Procedure Law of the Canton in which the arbitration proceedings take place.

***(FOR ITALY)***

Notwithstanding Clause 13 the following is agreed:

The arbitration proceedings shall take place in..... <insert location> and conducted in the language of the Contract.

Each and every dispute arising from or relating to the interpretation or execution of this Contract shall be submitted to arbitration.

The Arbitration Tribunal shall consist of three (3) persons, one to be appointed by the Contractor, one by the Agency and the third, who shall be the Chairperson, by the two arbitrators so appointed.

Should the two arbitrators be unable to agree upon the nomination of the third, (s)he shall be appointed by the Court of .....

The arbitrators shall decide according to law, and awards by the Arbitration Tribunal shall be binding on the parties.

The proceedings and the enforcement of the award shall be governed by the Italian Civil Procedure Law.

***(FOR SPAIN)***

The arbitration proceedings referred to in Clause 13.1 shall take place in ..... <insert location> and conducted in the language of the Contract.

It is agreed that the arbitration proceedings of the Spanish Arbitration Act 60/2003 dated 23 December 2003 shall govern the arbitration proceedings.

The arbitrators shall decide according to law.

The arbitration award shall be binding on both parties. The Spanish Civil Procedure Law shall govern the enforcement of the award.

**[OPTION] APPLICABLE IF THE RULES OF THE INTERNATIONAL CHAMBER OF COMMERCE ARE CHOSEN**

Sub-Clause 13.3 is amended as follows:

If no other arbitration rules are foreseen in the Contract, any dispute arising from the Contract shall be finally settled by one or more arbitrators, assigned in conformity with the Rules of Arbitration of the International Chamber of Commerce (ICC), whose conduct of such proceedings shall be in accordance with the ICC rules in force at the time arbitration is requested by either of the parties.

**CLAUSE 17: PRICING**

Sub-clause 17.3 and 17.4 do not apply.

**CLAUSE 19: PACKING AND TRANSPORT EXPENSES**

The following provision is added to Clause 19:

All deliverables shall be correctly packed in order to ensure their safety during transportation and sent to the address designated in Article 4, Clause 7. Reference to this Contract and the description of the goods shall be clearly marked on all packages and indicated on all shipping documents.

**CLAUSES 20 AND 21 - ADVANCES, PROGRESS AND FINAL PAYMENTS**

Clauses 20 and 21 shall be implemented as follows:

1. All payments shall be made according to the provisions hereunder:
  - 1.1 Payments shall be made within 30 calendar days of receipt at ESTEC of the documents listed below and fulfilment of the requirements as specified:
  - 1.2 **ADVANCE PAYMENT:**  
  
Invoice(s): to be submitted after signature of this Contract by both parties.
  - 1.3 **PROGRESS PAYMENT:**  
  
- Invoice(s);

- Actual achievement of the milestones as defined in the Payment Plan specified in Appendix 7 hereto;

1.4 FINAL SETTLEMENT:

- Invoice(s);
- Receipt and/or acceptance, by the Agency, of all deliverable items, of the services to be rendered and other obligations to be fulfilled, in accordance with the terms of this Contract], in particular, with the provisions of Article 3 (Places and Dates of Delivery), Article 4, Clause 29 (Acceptance), but apart from Article 4, Clause 30 (Guarantees);
- On behalf of the full industrial consortium: a list recapitulating the Intellectual Property Rights, either registered or intended for registration, resulting from work undertaken within the scope of the Contract; or, a formal statement that no Intellectual Property Right(s) has(ve) been registered, or is/are intended to be registered, using the template provided in Appendix 6 hereto. The term “invention” in Clause 21.1 of the GCC shall be construed as making reference to the definition of “Registered Intellectual Property Rights” in Clause 36.2 of the GCC.
- list of Inventory as per Annex 1 of Appendix 6 hereto

- 1.5 The Agency shall credit the account of the Contractor to its benefit and to the benefit of its Sub-Contractors. The Contractor shall be responsible for paying the accounts of its Sub-Contractors, for this Contract, in a timely and proper manner, in accordance with the applicable law and commercial practice. The Contractor shall indemnify the Agency against any claims arising from such Sub-Contractors, caused by the Contractor’s failure to pay same. The Contractor shall supply to the Agency, on request, evidence of payments made to its Sub-Contractors.

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

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

2. The Payment Plan applicable to this Contract is specified in Appendix 7 hereto.
3. If applicable, invoices shall show all due taxes or duties on a separate page.
4. The period for payment shall begin on the date of receipt of all documents and of fulfilment of the requirements referred to in paragraphs 1.2 to 1.4 above at ESTEC Financial Operations.

5. As regards the term “invention” in Clause 21.1 of the GCC, it shall be construed as making reference to the definition of “Registered Intellectual Property Rights” in Clause 36.2 of the GCC.

## **CLAUSE 22 - INVOICES, PLACE AND CURRENCY OF PAYMENT**

Clause 22 shall be implemented as follows:

1. The Contractor is required to submit invoices for all payments due under the Contract.
- 2.1 The Contractor shall ensure that all invoices, are submitted for payment exclusively through the Agency’s EFIS system (<http://efis.esa.int>). If the Contractor has no access to the Agency’s EFIS system at the time of signature of the present Contract, an immediate request for an EFIS user account shall be made by the Contractor to the ESA Helpdesk ([idhelp@esa.int](mailto:idhelp@esa.int)), specifying a name, the company name and the ESA Contract number).
- 2.2. However, should the Contractor find the Agency’s EFIS System technically inoperative at the moment of submission of the invoices, the Contractor may submit invoices in paper format in five (5) copies to ESA-ESTEC Finance, Central Invoice Registration Office, together with justifying documentation as required by the Contract.
- 2.3 The Contractor undertakes to submit complete invoices and to strictly adhere to the instructions (including those for billing taxes and duties, where applicable) contained in the EFIS.

### ***[OPTION 1]: VAT IS DUE***

The VAT rate and its amount shall be clearly and separately stated in the submitted invoices.

### ***[OPTION 2]: VAT EXEMPTION CERTIFICATE ISSUED***

In the case of invoices submitted by the Contractor which are free of VAT, reference shall be made to the serial number indicated on the VAT Exemption Form which the Agency provided to the Contractor when forwarding two originals of the present Contract for signature. On invoices submitted via EFIS, the number shall be put in the free text field.

### ***[OPTION 3]: EXEMPTION UNDER NATIONAL LAW***

Invoices submitted by the Contractor, 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
  - for the Netherlands: Aanschrijving O.B.-B.T.W. 90, Staatssecretaris van Financiën, ’s-Gravenhage 14 maart 1969, Boekwerk Omzetbelasting - BTW Directie Douane en verbruiksbelastingen Nr. D69/1649.
3. Payments shall be made by the Agency in EURO to the account specified by the Contractor. Such information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code). The parties agree that payments shall be considered as effected by the Agency on time if the Agency's orders of payment reach its bank within the payment period stipulated in Clauses 20 and 21, paragraph 1.1 above.
  4. Clause 22.2 of the ESA GCC, second sentence, is deleted.
  5. Any special charges related to the execution of payments will be borne by the Contractor.
  6. Any questions concerning the operation of EFIS shall be addressed to the ESA Helpdesk (idhelp@esa.int).

## **CLAUSE 25 - SUB-CONTRACTS**

### ***[OPTION 1]***

No sub-contracts are foreseen.

### ***[OPTION 2]***

Clause 25 shall be implemented as follows:

The Agency agrees that part of the work is sub-contracted to the following companies/organisations: ..... [Full name]

## **CLAUSE 26: CHANGES/MODIFICATIONS TO PROJECTS, ENGINEERING AND SPECIFICATIONS**

This Contract is categorised as a “small space procurement” under which only a limited use of Contract Change Notices is allowed and may in no circumstances accumulate a value higher than ten percent (10%) of the initial contract value.

The contract change procedure is described in Appendix 3 hereto.

**CLAUSE 28 - PENALTIES FOR LATE DELIVERIES**

Penalties for late delivery shall not apply.

**CLAUSE 29: ACCEPTANCE AND REJECTION**

Clause 29 is implemented as follows:

1. As regards documentation and reports, should the Agency's Technical Officer not accept the deliverables from the Contractor, (s)he shall so inform the Contractor with the relevant justification. If no decision has been notified to the Contractor within one month of receipt by the Agency of the deliverables, such shall be considered as having been accepted.
2. Rejected deliverables must be rendered compliant with the Agency's requirements and presented for acceptance within a time scale fixed in writing by the Agency.
3. Unless otherwise stated by the Agency in writing, acceptance by the Agency becomes effective with the formal closure of all open issues / exceptions stated in the official document formalising acceptance.

**CLAUSE 30: GUARANTEES**

Guarantees shall not apply.

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

For the purpose of this Contract Part II, Option A of the GCC shall apply with the exception of Clause 42.3 which is not applicable.

## **ARTICLE 5: KEY PERSONNEL**

- 5.1 The work shall be executed by the key personnel nominated for the execution of the Contract on the basis of the proposal made by the Contractor and the sub-contractor(s) in this respect.
- 5.2 Any replacement or part-time assignment to other tasks of such key personnel, to the extent that they are not available as foreseen in the Contractor's proposal, requires the prior written approval of the Agency's representatives mentioned in Clause 7.1 of Article 4. Appropriate requests shall be accompanied by a justification for the proposed change and by a comprehensive CV of the new key personnel proposed. Except for exceptional cases, the replacement shall only be permitted if justified by reasons outside the Contractor's control.
- 5.3 The Agency may for justified reasons ask for a replacement of key personnel. Such request, signed by the Agency's representatives, shall be presented in writing to the Contractor who shall then, within one month, propose suitably qualified replacement staff.

## **ARTICLE 6: ITEMS PRODUCED OR PURCHASED UNDER THE CONTRACT**

- 6.1 The title to the property of any items which are produced or procured under the Contract, including electronic components, special jigs, tools, test equipment, raw materials, paid for by the Contract, with an individual or batch value in the national currency equivalent or above 3000 Euro, shall belong to the Agency. All such items are deliverable at the end of the Contract.
- 6.2 The Contractor shall maintain an inventory of all such items, and shall mark them as soon as they enter the Contractor's premises, as falling under the terms of this Contract. The inventory shall be made available to the Agency during the execution of the Contract and a final version shall be submitted with the draft final reporting.
- 6.3 On receipt of the inventory the Agency will determine whether the items are in fact to be delivered to the Agency, as defined in Article 3, paragraph [2.3], or whether they will be left in custody of the Contractor, and under which terms in particular the applicability of Clause 10.
- 6.4 Any agreement to leave the items in the Contractor's custody shall include the eventual delivery to the Agency at the Contractor's cost.

**OPTION FOR ITALIAN COMPANIES**

**ARTICLE 7 – SPECIAL CONDITIONS**

As regards Clauses 11.2, 13, 14, 15, 24, 25, 31, 33, 34 and 35 of the GCC, specific approval is given by signature of Appendix 8

.

Done in two originals,

In .....

In Paris

On .....

On .....

For.....

For the European Space Agency (ESA)

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Mr Giuseppe Morsillo  
Head of the DG's Policy Office

**Appendixes:**

- Appendix 1: Statement of Work
- Appendix 2: Standard Requirements for Management, Reporting, Meetings and Deliverables
- Appendix 3: Contract Change Procedure
- Appendix 4: EFIS Payment Procedure
- Appendix 5: Standard cover page for ESA Contract Study Report
- Appendix 6: Statement of Invention and Inventory
- Appendix 7: Payment Plan
- Appendix 8: Ratification of the General Clauses and Conditions (for Italian Companies only)

**APPENDIX 1: Statement of Work**

**APPENDIX 2: STANDARD REQUIREMENTS FOR MANAGEMENT, REPORTING  
MEETINGS AND DELIVERABLES**

This document contains the standard requirements for Management, Reporting, Meetings and Deliverables for contracts to be placed by the Agency.

The applicable Statement of Work (Appendix 1 to the Contract) 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 Contractor shall implement effective and economical management for the project. His nominated Project Manager shall be responsible for the management and execution of the work to be performed and, in the case of a consortium, for the coordination and control of the consortium's work.

1.2 COMMUNICATIONS

All communications to the Agency shall be addressed to the Agency's representatives nominated in Clauses 5 and 7 of the contract.

1.3 ACCESS

During the course of the contract 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 contract shall also be available for inspection and audit.

The Contractor shall notify the Agency at least three weeks before the start of any test programme, or as mutually agreed, in order to enable the Agency to select those tests that it wishes to witness. The Agency shall notify the Contractor of its visit at least one week in advance.

## 2 REPORTING

### 2.1 MINUTES OF MEETING

The Contractor is responsible for the preparation and distribution of minutes of meetings (see ECSS-M-20 section 5.3.1 for more details) held in connection with the contract. Electronic and paper versions shall be issued and distributed to all participants, to the Agency's technical representative (4 copies) and to the ESA Contracts Officer (1 copy), not later than 10 days after the meeting concerned.

The minutes shall clearly identify all agreements made and actions accepted at the meeting together with an update of the Action Item List (AIL) and the Document List. The minutes shall be signed.

Note: This clause may be restricted to progress meetings if specifically expressed.

### 2.2 DOCUMENTS LIST

The Contractor shall create and maintain a Document List, recording all the documents produced during the work, including reports, specifications, plans and minutes. The list shall indicate the document reference (with unique identifier), type of document, date of issue, status (draft or approved by the Agency), confidentiality level and distribution. This list shall be maintained under configuration control.

### 2.3 ACTION ITEM LIST (AIL)

The Contractor shall maintain an Action Item List (AIL, see ECSS-M-20 5.3.2 for more details), recording all actions agreed with the Agency. Each item shall be uniquely identified with reference to the minutes of the meeting at which the action was agreed and will record generation date, due date, originator and actionnee. The AIL shall be reviewed at each progress meeting.

### 2.4 BAR-CHART SCHEDULE

The Contractor shall be responsible for maintaining the bar-chart for work carried out under the contract, as agreed at the kick-off meeting.

The Contractor shall present an up-to-date chart for review at all consequent meetings, indicating the current status of the contract activity (WP's completed, documents delivered, etc.).

Modifications of the schedule is only be contractually binding if approved in writing by the Agency's representative (as defined in Clauses 5 and 7 of the contract) for contractual and administrative matters.

## 2.5 RISK REGISTER

The Contractor shall be responsible for maintaining a risk register agreed at the kick-off meeting. This register shall register identify potential risks, their likelihood and severity, and propose meaningful mitigation measures (see ECSS-M-00-03B for more details).

The Contractor shall present an up-to-date of the risk register in his progress reports for review at monthly progress meetings.

## 2.6 PROGRESS REPORTS

Every month, the Contractor shall provide a progress report to the Agency's representatives, covering the activities carried out under the contract (see ECSS-M-20 section 5.3.3 for more details). This report shall refer to the current activities shown on the latest issued bar-chart and shall give:

- action items completed during the reporting period
- status report on all long lead or critical delivery items
- description of progress : actual vs schedule, milestones and events accomplished
- reasons for slippages and/or problem areas, if any, and corrective actions planned and/or taken, with revised completion date per activity
- events anticipated during the next reporting period (e.g. milestones reached)
- expected date for major schedule items
- milestone payment status
- status of risks

## 2.7 PROBLEM NOTIFICATION

The Contractor shall notify the Agency's representatives (Technical Officer and Contracts 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.).

## 2.8 TECHNICAL DOCUMENTATION

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

Technical documentation to be discussed at a meeting with the Agency shall be submitted two weeks prior to the meeting.

Technical documents from subcontractors shall be submitted to the Agency only after review and acceptance by the Contractor and shall be passed to the Agency via the Contractor's formal interface to the Agency.

Tests carried out under the contract shall be performed according to test plans and test procedures approved by the Agency's Technical Officer (see ECSS-E-10 Part 2A and ECSS-Q-20A for more details).

### 3 MEETINGS

The kick-off meeting shall take place at the Agency's premises.

Progress meetings shall be held at approximately 2- to 3-monthly intervals, alternating between Agency premises and Contractor premises.

The final presentation shall take place at the Agency's premises.

Additional meetings may be requested either by the Agency or the Contractor.

The Contractor shall give to the Agency prior notice of any meetings with third parties to be held in connection with the contract. The Agency reserves the right of participation in such meetings.

With due notice to the Contractor the Agency reserves the right to invite third parties to meetings to facilitate information exchange.

For all meetings with the Agency the Contractor shall ensure that proper notice is given at least 2 weeks in advance. For all other meetings, the Contractor shall inform the Agency, which reserves the right to participate. The Contractor is responsible for ensuring the participation of his personnel and those of the sub-contractor(s), as needed.

For each meeting the Contractor 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 contract 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

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.

All documentation deliverables mentioned hereunder (including all their constituent parts) shall also be delivered in electronic form in a format agreed by the Agency (PDF format and

the native format, and in other exchange formats where relevant (e.g. CAD, drawings, databases)).

All the documentation shall be delivered on computer readable media (e.g. CD-ROM, DVD-ROM) as agreed by the Agency with in addition 2 paper copies.

The draft version of the documentation shall be sent to the technical officer in 3 copies not later than two weeks before the documentation is to be presented. The final version shall be provided in a number of copies specified in the Statement of Work.

#### 4.1.1 FINAL REPORT

The Final Report shall provide a complete description of all the work done during the study and shall be self-standing, not requiring to be read in conjunction with reports previously issued. It shall cover the whole scope of the study, 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.

For phased contracts a Final Report shall be produced at the end of each phase in accordance with the above definition, describing the work and results of that phase and previous phases. It becomes the Final Report in case the Agency decides not to proceed with the subsequent phase(s).

#### 4.1.2 TECHNICAL DATA PACKAGE

Each contract) shall be completed with a Technical Data Package. For a contract with phases, the Technical Data Package shall be provided at the end of a phase in the case that the Agency decides not to proceed with the next phase. The Technical Data Package consists of the final versions of all approved technical documents.

#### 4.1.3 SUMMARY REPORT

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

NOTE: *The Agency may request the contractor 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 contract. It shall be suitable for non-experts in the field and should also be appropriate for publication. For this reason, it shall not exceed 5 pages of text and 10 pages in total (1500 to 3000 words).

#### 4.1.5 ABSTRACT

Each contract shall also be completed with an Abstract, summarising the work performed. It shall be suitable for application at symposia or technical journals, normally not exceeding 3 to 4 pages of text with coloured illustrations or photographs if appropriate.

#### 4.1.6 BROCHURE

A Brochure is intended for marketing purposes. It shall be concise, including 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 1 or 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.

#### 4.2 HARDWARE

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

#### 4.3 COMPUTER PROGRAMS

Computer programmes developed or procured under the contract shall be a deliverable, unless the Agency agrees otherwise in writing. Re-used or proprietary software required for the correct functioning of the software shall also be deliverable.

#### 4.4 PROJECT WEB PAGE

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

### 5 COMMERCIAL EVALUATION

#### 5.1 GENERAL CASE

The Commercial Evaluation is a report containing an analysis and evaluation of the potential in the space market of the output (products) of the contract.

The report shall identify the maturity of the output of the subject activity with respect to the market and, if applicable, describe the required additional work and the level of funding required for the product to reach a marketable level.

*Or*

## 5.2 SPECIAL CASE FOR TECHNOLOGY TRANSFER PROGRAMME

The Agency has a Technology Transfer Programme aimed at stimulating the wider use of technology developed within the European space research community. The goal of this programme is to promote the transfer of innovative technology from space to non-space applications.

In this case, the Commercial Evaluation is a report containing an analysis and evaluation of the potential in the non-space market of the output (products) of the contract.

If specified in the Work Statement that this paragraph is identification of commercial applications that could result from:

- i) the output of the subject activity (hardware, software, documentation) and/or
- ii) the output of the subject activity after additional development to meet the requirements of potential commercial users and/or
- iii) a development carried out in parallel to activities covered by the subject activity. As far as this point is concerned, results should be available as early as possible, e.g. at the 1st progress meeting, in order to enable the Agency to take decisions early enough to benefit from the advantages of a parallel development.

In addition the Report shall identify industrial financing or funds from national or international programs or agencies, available for developments ii) and/or iii) foregoing. Unless the Contractor himself intends to undertake such commercialisation, he shall, as far as practicable, provide a list of potentially interested companies.

### **APPENDIX 3: CONTRACT CHANGE PROCEDURE**

A Contract change procedure shall apply for the preparation, evaluation, approval and implementation of alterations to the tasks to be performed under this Contract.

#### **1. INTRODUCTION OF A CHANGE**

For all changes, whether requested by the Agency or initiated by the Contractor, the Contractor shall submit a change proposal including, if requested by ESA, a Contract Change Notice (CCN) using the form attached hereto. The draft CCN shall be filled in completely, and boxes or lines that are not applicable shall be so designated by use of the letters "NA". The change proposal and the draft CCN shall be submitted as a Word document to the Contracts Officer.

The Contractor shall ensure that each change proposal is fully coordinated and that all reasonably foreseeable implications of the change have been considered. If space on the CCN form is not sufficient to describe the change and its consequences, additional information shall be annexed to the form. The Contractor shall, on request of the Agency, provide additional documentary evidence.

#### **2. APPROVAL OR REJECTION OF A CHANGE PROPOSAL**

Upon receipt of a change proposal the Agency shall consider it as regards its acceptability. Should the change proposal be approved, ESA will produce an official CCN form which shall be signed by the Agency's authorised representatives listed in Article 4, Clause 7.1, and then shall be sent to the Contractor's representatives listed in Article 4, Clause 7.2 for signature. Should a change proposal be rejected for any reason, the Contractor shall be informed accordingly, together with the reasons for the rejection. At the request of either party, the proposed change may be discussed at a Change Review Board, consisting of the Contracts and the Technical Officers of each party.

#### **3. IMPLEMENTATION AND STATUS OF APPROVED CHANGE NOTICES**

Upon signature of a CCN by both parties, the CCN has immediate effect and constitutes a binding contractual agreement. The Contractor shall implement the change in accordance with the implementation dates agreed.

If the Agency considers it necessary, approved CCNs may subsequently be integrated into a Rider to the Contract.

	<b>DIRECTORATE: .....</b>	Contractor:	
		Contract No.:	
<b>CONTRACT CHANGE NOTICE</b>		No.:	DATE:
TITLE OF AREA AFFECTED (WORK PACKAGE/MUP/ETC):		WP REF:	
		MUP REF:	
		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:	
<b>CONTRACTOR</b>	TECHNICAL REPRESENTATIVE:	DATE:	CONTRACTS OFFICER:      DATE:
<b>ESA</b>	TECHNICAL REPRESENTATIVE:	DATE:	CONTRACTS OFFICER:      DATE:

#### **APPENDIX 4: EFIS PAYMENT PROCEDURE**

- The Contractor shall submit complete invoices (including all required evidence) using EFIS via the public Internet (<http://efis.esa.int>), in adhering strictly to the instructions contained in the EFIS standard package. .
- Request to obtain access to EFIS shall be made to the Helpdesk Team ([idthelp@esa.int](mailto:idthelp@esa.int)) specifying the ESA contract number.

Invoices submitted by such Contractor shall refer to the serial number indicated on the VAT Exemption Form and shall be indicated in the free text field EFIS, which is provided to the Contractor with the contract.

- If the Agency's EFIS system is not operational with the Contractor, the Contractor may submit to the ESOC/ESRIN/HQ Financial Operations, Payment Office, (for ESTEC: ESTEC Financial Operations, CIR (Central Invoice Registration Office)) in paper format in one original and three copies for all payments due under this Contract, together with justifying documentation as required by the contract. The other provisions of sub-clauses 1, 2, 3, 4, 5 and 6 of Article 4 Clause 22 and the Clauses of this Appendix shall apply.

Once EFIS is operational with the Contractor, sub-clauses 1, 2, 3, 4, 5 and 6 of Article 4 Clause 22 and the Clauses of this Appendix shall apply in their entirety to all contracts between the Contractor and the Agency.

- Any questions concerning the operation of EFIS shall be discussed between the Contractor and the relevant Financial Operations of the Establishment in which the Contract has been concluded.

**APPENDIX 5: STANDARD COVER PAGE FOR ESA STUDY CONTRACT REPORTS**

<p><b>ESA STUDY CONTRACT REPORT - SPECIMEN</b></p> <p>No ESA Study Contract Report will be accepted unless this sheet is inserted at the beginning of each volume of the Report.</p>			
ESA Contract No:	SUBJECT:	CONTRACTOR:	
* ESA CR( )No:	No of volumes: This is Volume No:	CONTRACTOR'S REFERENCE:	
<p>ABSTRACT:</p>			
<p>The work described in this report was done under ESA Contract. Responsibility for the contents resides in the author or organisation that prepared it.</p>			
<p>Names of authors:</p>			
<p>** NAME OF ESA STUDY MANAGER:</p> <p>DIV: DIRECTORATE:</p>		<p>** ESA BUDGET HEADING:</p>	

- \* Sections to be completed by ESA
- \*\* Information to be provided by ESA Study Manage

**APPENDIX 6: STATEMENT OF INVENTION AND INVENTORY**

Contract Number.....[Date]  
Contract Subject: .....

**STATEMENT OF INVENTION AND INVENTORY**

**INVENTIONS**

***[OPTION 1. NO INVENTION]***

In accordance with the provisions of the above Contract, .....[Company] hereby certifies for itself and on behalf of its consortium/subcontractors that no invention has been made in the course of or resulting from work undertaken for the purpose of this contract.

***[OPTION 2. INVENTION]***

In accordance with the provisions of the above Contract, .....[Company] hereby certifies for itself and on behalf of its consortium/subcontractors that the following invention(s) has(ve) been made in the course of or resulting from work undertaken for the purpose of this contract:

.....

The Agency's rights on such inventions shall be in accordance with the ESA GCC Part II provisions as amended by the above contract.

**INVENTORY**

***[OPTION 1. NO INVENTORY ITEMS]***

No inventory items according to the Contract obtained under the Contract by the Contractor and/or his subcontractors have been purchased under the Contract.

***[OPTION 2. INVENTORY ITEMS]***

Any inventory items according to the Contract, obtained under the Contract by the Contractor and/or his subcontractors are listed in the List of Inventory Items, Annex 1, attached hereto. The Contractor certifies that all his obligations with regard to inventory have been fulfilled. The Agency will inform the Contractor of its decision with respect to disposal of inventory items.

For the Contractor,.....:

.....  
[authorised representative(s) of the Contractor]

ANNEX 1: Inventory List to be filled in by the Contractor

**ANNEX 1 – Inventory List**

<b>Item Name</b>	<b>Part/Serial Reference Number</b>	<b>Location</b>	<b>Value</b>	<b>ESA DECISION*</b>		
				<b>Deliver</b>	<b>Sell</b>	<b>Reject</b>

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• To be filled in by ESA

**APPENDIX 7: PAYMENT PLAN**

*(Note: the plan can also be imported from EFIS)*

<b>Milestone Description</b>	<b>Schedule Date</b>	<b>Amounts in Euro</b>	
		<b>Payments from ESA to Contractor</b>	<b>Payments from Contractor to Sub-contractor</b>
Advance Payment: Upon signature of the Contract by both parties		30 % of contract value	
Final Settlement: Upon completion of all contractual actions and acceptance of all deliverable items due under the contract		70 % of contract value	

**APPENDIX 8. – RATIFICATION OF THE GENERAL CLAUSES AND  
CONDITIONS** *(FOR ITALIAN COMPANIES ONLY)*

The Contractor certifies that he specifically approves the following clauses of the General Conditions:

- Clause 11.2: Compensation for Damage caused to persons, goods or property
- Clause 13: Arbitration
- Clause 14: Infringements of the law
- Clause 15: Infringements of third-party rights
- Clause 24: Transfer of the Contract
- Clause 25: Sub-contracts
- Clause 31: Cancellation - General Rule
- Clause 33: Cancellation with fault of the Contractor
- Clause 34: Cancellation in special cases
- Clause 35: Provisions to be observed in sub-contracts as to cancellation

On behalf of the Contractor,

on this day .....

.....