



Appendix 1 to AO/1-8108/14/NL/NDe
ESA Contract No. xxxxxxxxxxxx

DRAFT

ESA Contract No. xxxxxxxxxxxx/14/NL/NDe

with

[CONTRACTOR]

[TITLE]

DRAFT PECS CONTRACT

Between:

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

located at: 8-10 rue Mario Nikis,
75015 Paris,
France,

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

through its establishment

The European Space Research and Technology Centre (ESTEC),

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

of the one part,

and:

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

whose Registered Office is at:

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

represented by:, its,

of the other part,

the following has been agreed:

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ARTICLE 1 - SUBJECT OF THE CONTRACT – APPLICABLE DOCUMENTS**1.1. Subject of the Contract**

The Contractor undertakes to perform the activity “[title],” to deliver the [hardware], [software], [and] documentation as described herein, and to make an oral presentation of the results.

1.2. Applicable Documents

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

- a) The Articles of this Contract and its Appendix 1 (Payment Plan and Advance Payment(s) and other Financial Conditions);
- b) The General Clauses and Conditions for ESA Contracts (herein referred to as GCC), reference ESA/REG/002, Rev. 1, not attached hereto but known to both Parties and available on <http://emits.sso.esa.int> – “reference documentation” – “administrative documents”, as amended by this Contract;
- c) Appendix 2 hereto: The Standard Requirements for Management, Reporting, Meetings and Deliverables (Rev. 1 : 2014-07) and its Annex A: Layout for Contract Closure Documentation;
- d) The Minutes of the negotiation meeting held on, reference, not attached hereto but known to both Parties;
- e) The Contractor’s Proposal reference, dated, not attached hereto but known to both Parties.

ARTICLE 2 - DELIVERY

2.1. Place and Dates of Delivery

2.1.1 Documents

The Contractor shall, during the performance of this Contract, deliver all documentation and reports specified in the Applicable Documents under Article 1.2, in the required number of paper copies and in an electronic file. These shall be sent to the Agency's Technical Officer mentioned in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract, unless otherwise specified, in accordance with the following specific provisions:

- 2.1.1.1 Progress Reports shall be delivered every three (3) months in a searchable, exchangeable and storable electronic format via e-mail to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a).
- 2.1.1.2 The draft versions of the Final Report and Executive Summary, as defined in Appendix 2, shall be submitted for approval, in electronic format, to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract, not later than [DATE TO BE FILLED IN].
- 2.1.1.3 The finalised versions thereof shall be issued not later than four (4) weeks after the Agency's approval of the draft versions, in three (3) paper copies and two (2) copies on CD-ROM, of which:
 - two (2) paper copies and one (1) copies on CD-ROM shall be sent to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract and
 - one (1) paper copy and one (1) copy on CD-ROM to the ESA Information and Documentation Centre – ESTEC Library, Postbus 299, 2200 AG Noordwijk, The Netherlands.

[SUPPLEMENTARY OPTION: When a Technical Data Package is required]

- 2.1.1.4 At the same time as delivery of the final documents, the Technical Data Package, containing all approved Technical Notes, shall be delivered in two (2) paper copies (one (1) unbound and one (1) bound) and three (3) copies on CD-ROM to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract.

[SUPPLEMENTARY OPTION: When Photographic Documentation is required]

- 2.1.1.5 Photographic documentation as defined in Appendix 2, shall be submitted for approval, in electronic format, to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract, not later than [DATE TO BE FILLED IN].

2.1.2 Software

The [source and] object code relevant to the software, mathematical models, data files, design files and computer programmes, specified in the Applicable Documents under Article 1 shall be delivered to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract, not later than [DATE TO BE FILLED IN].

2.1.3 Hardware

The hardware specified in the Applicable Documents under Article 1 shall be delivered to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract, not later than [DATE TO BE FILLED IN].

2.1.4 Contract Closure Documentation

The Contract Closure Documentation (Appendix 2, Annex A) shall be delivered in one (1) set of documentation each, to the Agency's authorised representatives not later than the time of submitting the invoice(s) for the Final Settlement (see also Article 3.2.2).

ARTICLE 3 - PRICE & PAYMENT

3.1. Price

The price of this Contract amounts to:

... EUR
 (... EURO),

broken down per Prime Contractor (P) and Subcontractor(s) (SI) as follows:

Company Name	Vendor Code (at contract signature)	Type P/Prime; SI/Sub	Country	Total Amount	Currency

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 Agency.

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

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

3.2. Payment

3.2.1 General provisions

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

The advance payment constitutes a debt of the Contractor to the Agency until it has been set-off against subsequent milestone(s) as shown in Appendix 1 hereto.

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

Payments shall be made within thirty (30) calendar days of receipt at ESA-ESTEC Finance, Central Invoice Registration Office of the documents listed and fulfilment of the requirements as specified in 3.2.2 below¹. Only upon fulfilment of these requirements shall the invoice be regarded as due by the Agency.

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

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

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

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

In the case of invoices submitted by the Contractor which are free of VAT, reference shall be made to the number indicated on the VAT Exemption Form which the Agency provided to the Contractor when forwarding two (2) originals of the present Contract for signature. On invoices submitted via esa-p, the number shall be put in the respective field 'VAT Exemption Number'.

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

Advance Payment:

- Advance Payment Request (APR): to be submitted after signature of this Contract by both Parties.

¹ This is reflected in esa-p as "30 days upon receipt by ESA, in esa-p, of both the confirmation and the invoice" see in Industry Portal at http://www.esa.int/about_Us/industry/esa-p_for_suppliers (under "1. FAQ for Suppliers")

Progress Payment(s):²

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

and

- Invoice(s);

Final Settlement:

- Confirmation, with supporting documentation attached in esa-p. The supporting documentation shall justify the actual achievement of the milestones as defined in the Payment Plan Specified in Appendix 1 hereto.

and

- Invoice(s);

and

- Receipt and/or acceptance, by the Agency, of all deliverable items, of the services to be rendered and other obligations to be fulfilled, in accordance with the terms of this Contract;
- The Contract Closure Documentation using the template provided in Appendix 3, Annex A.

3.2.3 Implementation of payments conditions

[OPTION 1: No Subs]

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

The Contractor undertakes to submit advance payment request, invoices and confirmations, and to strictly adhere to the instructions (including those for billing taxes and duties, where applicable) contained in esa-p.

The Agency reserves the right to visit the Contractor's premises and ascertain the progress of the work being performed under the Contract, prior to making the progress payment concerned. **[end OPTION 1]**

² esa-p Job Aid: How to submit a Confirmation / Invoice / Advance in 6 steps (see link hereunder): <http://esa-p-help.sso.esa.int/2.Job%20Aid%20How%20to%20Submit%20a%20MAC%20or%20Invoice%20in%206%20Steps%20%28updated%2016-06-2014%29.pdf>

[OPTION 2: Subs are paid by the Prime]

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

The Contractor shall approve the Subcontractor('s)(s') invoices within ten (10) calendar days from their receipt and achievement of the relevant milestone - whichever the latter.

The Contractor shall be responsible for paying the accounts of its Subcontractor(s), for this Contract, within ten (10) working days following the receipt and approval by the Contractor of the corresponding Subcontractor('s)(s') invoices.

The Agency shall credit the account of the Contractor to the Contractor's benefit and to the benefit of the Contractor's Subcontractor(s).

The Contractor shall indemnify the Agency against any claims arising from such Subcontractor(s), caused by the Contractor's failure to pay the Subcontractor(s). The Contractor shall supply to the Agency, upon request, evidence of payments made to its Subcontractor(s).

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

The Contractor shall, upon request at any time by the Agency, submit the payment conditions / provisions of individual Sub-Contracts to the Agency for approval (if requested before the Sub-Contract is placed) or verification. **[end OPTION 2]**

3.2.4 Absence of user account for esa-p:

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

3.2.5 In case of esa-p not being operative:

Should the Contractor find the Agency's esa-p system technically inoperative at the moment of submission of the advance payment requests and invoices, the Contractor may submit invoices in paper format in two (2) copies to the ESA Financial Operations Department of the responsible ESA establishment (ESA-ESTEC Finance, Central Invoice Registration Office) together with justifying documentation as required by the Contract.

Should the Contractor find the Agency's esa-p system technically inoperative at the moment of submission of the confirmation, the Contractor may submit the

confirmation in paper format in three (3) copies to the Agency's Technical Officer mentioned in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract. A template confirmation form can be obtained upon request to the ESA Helpdesk (idthelp@esa.int).

3.2.6 Questions related to the esa-p system:

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

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ARTICLE 4 - ITEMS PRODUCED OR PURCHASED UNDER THE CONTRACT

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

4.2. The title to the property of any items produced under the Contract, including electronic components, special jigs, tools, test equipment, and which are paid for under the Contract, with an individual or batch value in the national currency equivalent to, or above 5,000 Euro, shall pass to the Agency unless otherwise decided by the Agency.

In view of the above, all such items are to be delivered to the Agency at the end of the Contract. They may also be delivered at an earlier stage if so requested by the Agency where this will not cause a problem to the Contractor in completing the work specified in the Contract.

4.3. The Contractor shall maintain an inventory of all such items (called “Contract Inventory”) and shall mark those items as falling under this Article of the Contract.

The inventory shall be updated and made available to the Agency during the execution of the Contract. A final issue of that inventory shall be submitted with the final contractual deliverables as foreseen in Appendix 2, 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 Contract, these items are to be clearly set apart.

4.4. Upon completion of the work specified in the Contract, the Agency shall take decisions regarding the final destination and the final owner of each of the items listed in the Contract 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 Contractor’s expenses),
- b) the right to claim transfer of ownership and to negotiate with the Contractor a loan agreement if the Contractor is interested in keeping and using an item that the Agency wants to acquire without delay, with loan conditions making the Contractor responsible for the custody, the delayed delivery and the risks involved (at the Contractor’s expenses),

- c) the right to extend the custody of an item to the Contractor (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 Contractor, with or without financial compensation for the Agency (e.g. repurchase by the Contractor) and with or without special instruction,
- e) the right to request the Contractor to dispose of an item on conditions to be negotiated.

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

- 4.5. The Contractor 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 Contract Closure Documentation.

ARTICLE 5 - COMPLEMENTS AND AMENDMENTS TO THE GCC

The General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002 Rev. 1, (GCC) apply to this Contract with the following complements and amendments:

PART I: CONDITIONS APPLICABLE TO ESA CONTRACTS

CLAUSE 2: APPROVAL AND ENTRY INTO FORCE

For the purpose of this Contract the authorised representative of the Director General is:

Mr Eric Morel de Westgaver,
 Director of Industry, Procurement and Legal Services

CLAUSE 5: THE PARTIES' REPRESENTATIVES

Sub-Clause 5.1: The Agency's Representatives

The Agency's representatives are:

- a) Mr/Ms.....for technical matters or a person duly authorised by him/her ("Technical Officer").

All correspondence for technical matters will be addressed as follows:

	To:	With copy to:
Name		Ms Niamh Dearey (see details below)
Telephone No.		
Fax No.		
e-mail address		
Mail Address	ESTEC (IPL-IS) Keplerlaan 1 2201 AZ Noordwijk The Netherlands	

- b) Ms Niamh Dearey (IPL-PTS) for contractual and administrative matters or a person duly authorised by her (“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	Ms Niamh Dearey (see details above)
Telephone	+31 71 565 8802	
Fax No.	+31 71 565 5773	
e-mail	niamh.dearey@esa.int	
Mail Address	ESTEC (IPL-PTS) Keplerlaan 1 2201 AZ Noordwijk The Netherlands	

Sub-Clause 5.2: The Contractor’s Representatives

The Contractor’s representatives are:

- a) Mr/Ms.....for technical matters or a person duly authorised by him/her (“Technical Officer”).

All correspondence for technical matters will be addressed as follows:

	To:	With copy to:
Name		
Telephone		
Fax No.		
e-mail		
Mail Address		

- b) Mr/Msfor contractual and administrative matters or a person duly authorised by him/her (“Contracts Officer”).

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

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

CLAUSE 6: PUBLICITY RELATING TO CONTRACTS

Clause 6 is replaced by the following :

The content of any publicity material prepared by the Contractor related to an ESA mission or to an activity performed by the Contractor in the context of an ESA Contract, intended for publication in whatever form and through whatever medium, including the internet, shall acknowledge that the mission is indeed an ESA mission and/or that the Contract was carried out “Funded by the Government of Lithuania through an ESA Contract under the PECS (Plan for European Cooperating States)” and shall display in an appropriate and visible way the Agency’s logo.

In addition, all publications, related to the work carried out under an ESA Contract shall also carry a disclaimer with the following wording or wording to the same effect: “The view expressed herein can in no way be taken to reflect the official opinion of the European Space Agency.”

For utilisation described above, the ESA logo can be downloaded at the following address: http://webservices.esa.int/ESA_Logo/index.php

Any other utilisation of the ESA logo requires the prior approval of the Communication Department of ESA.

CLAUSE 9: KEY PERSONNEL

The Contractor’s key personnel is listed in the Contractor’s proposal referred to in Article 1.2 above.

CLAUSE 10: SUB-CONTRACTS

[**OPTION 1**]: No Sub-Contracts are foreseen.

[**OPTION 2**]: Part of the work is to be sub-contracted to the Subcontractors listed in Article 3.1 above.

CLAUSE 11: CUSTOMER FURNISHED ITEMS (CFI)

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

CLAUSE 12: ITEMS MADE AVAILABLE BY THE AGENCY

It is not foreseen that the Agency will make any items available to the Contractor in accordance with Clause 12 of the GCC.

CLAUSE 13: CHANGES

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

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

The Contractor may mark the deliverables documents with the following :

“ © [COMPANY NAME] [YEAR OF PUBLICATION]
The copyright in this document is vested in [COMPANY NAME].
This document may only be reproduced in whole or in part, or stored in a retrieval system, or transmitted in any form, or by any means electronic, mechanical, photocopying or otherwise in accordance with the terms of ESA Contract No./14/NL/NDe.”

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

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

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

CLAUSE 17: PENALTIES/INCENTIVES

Penalties for late delivery do not apply.

[OPTION 1]

CLAUSE 22: WARRANTY PERIOD

The warranty period for software, referred to in Clause 22 of the GCC is reduced from twelve (12) months to six (6) months from Acceptance by the Agency of the related deliverable.

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 Lithuania.

CLAUSE 35: DISPUTE RESOLUTION

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

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, as modified by the special provisions below.
- The free licenses provided for the benefit of ESA in the present Contract and in Part II of the GCC, shall be deemed granted through signature of the present Contract and without the need to implement a separate license.

The following provisions are added:

CLAUSE 36: GENERAL

The following provision is added to Sub-Clause 36.1 of the GCC:

It is expressly agreed that prior to the completion of the activity covered by this contract, the contractor shall not communicate, distribute, publish or make otherwise available to any third party the results of this contract including intermediate ones without the prior written consent of the Agency's Representatives.

The same conditions as above shall be reflected on to any sub-contract placed by the contractor for the purpose of this activity.

The following provision is added to Sub-Clause 36.2 of the GCC:

The term "documentation" as defined in Annex IV to the GCC shall be interpreted to also include data files, CAD files, EXCEL® files and similar electronic files, which shall not be considered as "software" in the sense of Clause 42 of the GCC.

The electronic files containing these items shall be delivered to the Agency in the format agreed with the ESA Technical Officer.

CLAUSE 37: INFORMATION TO BE PROVIDED

The following provision is added to Sub-Clause 37.2 of the GCC:

The Contractor shall not mark any documents as "Proprietary Information" unless agreed in advance with the Agency. Any request from the Contractor shall be submitted accompanied by an appropriate justification.

CLAUSE 38: DISCLOSURE

The following provision is added to Sub-Clause 38.2 of the GCC:

The access rights granted to the Agency’s employees under Sub-Clause 38.2 of the GCC are hereby extended to contractor staff hired by ESA to provide technical, management, legal or administrative support to ESA as long as they have signed an engagement of confidentiality.

CLAUSE 42: SOFTWARE

[**OPTION:** If the delivery of source code to ESA is required]

Sub-Clause 42.4:

The Contractor shall deliver directly to the Agency the software also in source code form, it being understood that the Agency shall use the source code under confidentiality provisions to be agreed.

[**SUB-OPTION:**

1. The Contractor shall deliver directly to the Agency the software in source code form, it being understood that the Agency shall use the source code under confidentiality provisions, equivalent to those set forth under Sub-Clause 38.2, for internal use only [**OPTION:** the right to grant sub-licences on the source code to Third Parties being explicitly excluded].
2. Sub-Clause 42.2 of the GCC is superseded by the provisions of this Clause.

CLAUSE 43: BACKGROUND INTELLECTUAL PROPERTY RIGHTS

In pursuance of the requirements of Clause 43.1 of the GCC, the following is recorded:

[**OPTION 1:**

In view of the objectives of this Contract, the Contractor will not make use of any Background Intellectual Property.

[**OPTION 2:**

The Agency, on the basis of evidence provided by the Contractor, recognises the following information to be provided by the Contractor as Background Intellectual Property:

.....
.....

The Contractor shall include the Background Intellectual Property exclusively in the following deliverables and shall mark them conspicuously as ‘Background Intellectual Property – Proprietary Information’. ESA shall protect those deliverables

under Clause 38 of the GCC. All other deliverables shall not contain any Background Intellectual Property, shall not be marked 'Background Intellectual Property – Proprietary Information', and shall not fall under the protection of Clause 38 GCC.

If the Contractor has not identified Background Intellectual Property Rights by the end of the Contract, all Intellectual Property Rights used during the execution of the Contract are treated as arising from work performed under the Contract, unless and until the Contractor provides the Agency with evidence of the relevant Background Intellectual Property rights.

Notwithstanding the above, the following is agreed: if the Contractor, after the signature of the Contract, invokes the existence of any additional Background Intellectual Property to be used for the purposes of the present Contract, the Contractor shall provide conclusive evidence to the Agency of the existence of this Background Intellectual Property and shall justify the reasons for which the existence of this Background Intellectual Property was not invoked before the Contract signature.

If conclusive evidence and appropriate justification are provided by the Contractor, the Parties shall formalise a Contract Change Notice to specify in detail which Information has been recognised as Background Intellectual Property.

Conversely, if such evidence and justification are not provided, all information delivered shall be deemed as having been generated in the frame of the Contract.

Sub-Clauses 43.4 and 43.7:

For the purpose of Sub-Clauses 43.4 and 43.7 of the GCC, the term "Agency Project" shall refer to the activities under this Contract.

CLAUSE 49: TRANSFER OUTSIDE LITHUANIA

49.1 Any transfer of Intellectual Property arising from work performed under the Contract by the Contractor to any entity outside Lithuania shall comply with all applicable laws including all export control laws, regulations, rules and procedures and any relevant international agreements relating to the export of goods and services.

Property owned by the Contractor

49.2 The Contractor shall not transfer any Intellectual Property Rights arising from work performed under the Contract which the Contractor owns to any entity Outside without seeking the prior written recommendation of the Agency. If The Contractor intends to transfer any such Intellectual Property Rights, to an entity outside Lithuania, it shall at its earliest convenience and in any event before making any unconditional commitment provide the Agency with a written request accompanied by a Statement setting out details of:

- a) the proposed transferee outside Lithuania;
 - b) the terms of the transfer (together with all countries of destination) and the intended use of the subject matter to be transferred;
 - c) any further information required by the ESA Division for Industrial Policy Implementation.
- 49.3 The Contractor shall identify in the Statement all relevant national approval or consent procedures which need to be obtained for the said transfer to comply with national legislation and whether any such approvals or consents have been applied for or granted.
- 49.4 The Contractor shall wait 5 weeks from submission of the written request to the Agency before entering into any unconditional commitment.
- 49.5 The Agency shall not Disclose the Contractor's written request or Statement but shall promptly circulate the request and Statement to the Government of Lithuania for approval.
- 49.6 If the Contractor has assigned Intellectual Property Rights arising from work performed under the Contract to a Third Party, the Agency may request that the Contractor shall ensure that the assignee complies with clauses 49.2-49.7.

Recommendation

- 49.7 The Agency's recommendation and decision of the Government of Lithuania shall be communicated to the Contractor.

The request for a transfer outside Lithuania shall be addressed to the technical and administrative representatives of the Agency identified in Article 5, Clause 5, Sub-Clause 5.1.

Done in two (2) originals, one for each Party to this Contract,

In:

In: Paris

On:

On:

For.....

For the European Space Agency (ESA)

Mr Eric Morel de Westgaver
Director of Industry, Procurement
and Legal Services

DRAFT

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

Milestone (MS) Description	Schedule Date	Payments from ESA to Prime Contractor (in Euro)	For Information: Amounts in Euro for Payment for Contractor and Subcontractor(s)	
			Prime Contractor	Subcontractor ...
Progress (MS 1): Upon successful completion of WP xxx and/or successful [review and] acceptance of all related deliverables	To+ ...			
Progress (MS 2): Upon successful completion of WP xxx and/or successful [review and] acceptance of all related deliverables				
Progress (MS 3): Upon successful completion of WP xxx and/or successful [review and] acceptance of all related deliverables				
Final Settlement (MS 4): Upon the Agency’s acceptance of all deliverable items due under the Contract and the Contractor’s fulfilment of all other contractual obligations including submission of the Contract Closure Documentation (minimum 15% of Contract price)				
[OPTION] Final Settlement 2 (MS 5) : Upon successful completion of the 6 month warranty period (5% of the Contract Price)				
TOTAL				

Advance Payment and other Financial Conditions:

Prime (P)	Company Name	Vendor Code (at contract signature)	Advance Payment (in Euro)	Offset against	Offset by	Condition for release of the Advance Payment (if applicable)
				MS 1		Upon signature of the Contract by both Parties

APPENDIX 2: STANDARD REQUIREMENTS FOR MANAGEMENT, REPORTING, MEETINGS AND DELIVERABLES (Rev. 1: 2014-07)

This document contains the standard requirements for Management, Reporting, Meetings and Deliverables for contracts to be placed by the Agency. Points 1–3 (Management, Reporting and Meetings) shall apply. Note: Point 2.6: Progress Reports shall be provided every three months as outlined in Article 2.1.1.1 of the Contract. For Point 4 – (Deliverables) the Applicable Documents under Article 1 and the deliverables defined under Article 2 shall identify the documents that need modification or which shall apply. Point 5 (Commercial Evaluation) shall not apply.

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 an industrial team, for the coordination and control of the industrial team's work.

1.2. Access

- a) 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.
- b) 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

- a) The Contractor is responsible for the preparation and distribution of minutes of meetings (see ECSS-M-ST-10C, rev.1, section 5.2.2 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 ten (10) days after the meeting concerned.

- b) 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-ST-10C, rev.1, section 5.2.2.1 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 the person instructed to take action. The AIL shall be reviewed at each progress meeting.

2.4. Bar-Chart Schedule

- a) The Contractor shall be responsible for maintaining the bar-chart for work carried out under the Contract, as agreed at the kick-off meeting.
- b) 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.).
- c) Modifications of the schedule shall be contractually binding only if approved in writing by the Agency's representative for contractual and administrative matters.

2.5. Risk Register

- a) The Contractor shall be responsible for maintaining a risk register, agreed at the kick-off meeting. This register shall identify potential risks, their likelihood and severity, and propose meaningful mitigation measures (see ECSS-M-ST80 for more details).
- b) The Contractor shall present an up-to-date risk register in his progress reports for review at 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-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 and shall give:

- a.1 action items completed during the reporting period
- a.2 a status report on all long lead or critical delivery items
- a.3 a description of progress: actual vs. schedule, milestones and events accomplished
- a.4 reasons for slippages and/or problem areas, if any, and corrective actions planned and/or taken, with revised completion date per activity
- a.5 events anticipated during the next reporting period (e.g. milestones reached)
- a.6 expected date for major schedule items
- a.7 milestone payment status
- a.8 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

- a) 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.
- b) Technical documentation to be discussed at a meeting with the Agency shall be submitted two (2) weeks prior to the meeting.
- c) 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.
- d) 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-ST-10-02C and ECSS-Q-20C, rev.1, for more details).

3. MEETINGS

- a) The kick-off meeting shall take place at the Agency's premises.
- b) Progress meetings shall be held at approximately 2- to 3-monthly intervals, alternating between Agency premises and Contractor premises.
- c) The final presentation shall take place at the Agency's premises.
- d) Additional meetings may be requested either by the Agency or the Contractor.
- e) 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.
- f) With due notice to the Contractor the Agency reserves the right to invite Third Parties to meetings to facilitate information exchange.
- g) For all meetings with the Agency, the Contractor shall ensure that proper notice is given at least two (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 Subcontractor(s), as needed.
- h) 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 Applicable Documents under Article 1 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 Applicable Documents under Article 1 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 Agency (PDF format and the native format, and in other exchange formats where relevant (e.g. CAD, drawings, databases)).

- c) All the documentation shall be delivered on computer readable media (e.g. CD-ROM, DVD-ROM) as agreed by the Agency with an additional two (2) paper copies.
- d) The draft version of the documentation shall be sent to the Technical Officer in three (3) copies not later than two (2) weeks before the documentation is to be presented. The final version shall be provided in a number of copies specified in the Applicable Documents under Article 1.

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.
- b) 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 (design and development) 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 (design and development) 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 five (5) pages of text and ten (10) pages in total (1500 to 3000 words).

4.1.5. Abstract

Each (study) contract 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. Contract Closure Documentation

The Contract Closure Documentation is a mandatory deliverable, due at the end of the Contract (or at the end of a Phase in case the Agency decides not to proceed with the following Phase). For the avoidance of doubt, “end of the Contract” shall mean the finalisation of a series of tasks as defined in the Applicable Documents under Article 1. Therefore, work performed under Riders or Contract Change Notices adding new tasks with respect to the original contract shall require separate Contract Closure Documentation. The contents of the Contract 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 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 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 Contract shall be a deliverable, unless the Agency 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 Contractor shall produce a Project Web Page which shall be suitable for public internet access.

5. COMMERCIAL EVALUATION (SPACE MARKET)

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.

Annex:

Annex A: Layout for Contract Closure Documentation

**ANNEX A: LAYOUT FOR CONTRACT CLOSURE DOCUMENTATION
 (Rev.1 : 2014-07)**

for
 ESA/ESTEC Contract No. [INSERT NUMBER]
 “[INSERT ACTIVITY TITLE]”,
 hereinafter referred as the “Contract”

Section 1 – Parties, Contract Duration and Financial Information

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

Section 2 – Recapitulation of Deliverable Items

2.1 Items deliverable under the Contract

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 Article 2 of the Contract

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 Contract (if applicable)

The “Contract Inventory” of items produced or purchased under the Contract (other than those falling under the Article 2 of the contract) 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 contract or delivery postponed to end of loan agreement)	ESA renunciation to claim ownership and delivery (with/without financial compensation or special instructions)	Leave in (Sub-) Contractor’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 Contract by the Contractor and/or its Sub-Contractor(s).

[OPTION 2:]

Fixed assets, acquired under the Contract by the Contractor and/or its Sub-Contractors are listed in the List of Fixed Assets attached below. The Contractor certifies that all its obligations with regards to Fixed Assets have been fulfilled. The Agency will inform the Contractor 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 (Sub-) Contractor’s Control

● To be completed by ESA

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

[Option 1]

There were no Customer Furnished Items or Items made available by the Agency.

[Option 2]

Any Customer Furnished Items and/or Items made available by the Agency to the Contractor and/or its Subcontractor(s) under the Contract, are listed in the following List of Customer Furnished Items and Items made available by the Agency. The following tables certify which of the items have been returned to the Agency and which of the items remain in the custody of the Contractor, and/or a Sub-Contractor(s) 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 (Sub-) Contractor’s Disposal under a loan agreement

Items made available by the Agency

Item Name	ESA Inventory Number	Location	Replacement Value	Deliver to ESA or to another entity	Leave at (Sub-) Contractor’s Disposal under a loan agreement

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

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

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

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

[OPTION 1 : NO Intellectual Property Rights generated under the Contract]
 In accordance with the provisions of the above Contract [*insert Contract Number*], [*insert Company name*] hereby certifies both on its own behalf and on behalf of its consortium/Sub-Contractor(s), that no Intellectual Property Rights (as defined in Annex IV of the General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, Rev. 1, the “GCC”) have been generated in the course of or resulting from work undertaken for the purpose of this Contract. **[END OF OPTION 1]**

[OPTION 2 : Intellectual Property Rights generated under the Contract]
 The Agency’s rights in the Intellectual Property Rights listed in the table below shall be in accordance with the General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, Rev. 1, the “GCC” - Part II provisions, as amended by the Contract [*insert Contract Number*].

In accordance with the provisions of the above Contract, [*insert Company name*] hereby certifies both on its own behalf and on behalf of its consortium/Sub-Contractor(s) 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 Contract:

³ if not explicitly stated otherwise, the contractual 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 Contractor undertakes to notify the Agency'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>

[END OF OPTION 2]

Section 4 – Output from / Achievements under the Contract

4.1. Technology Readiness Level (TRL)

Indicate the TRL of the technology developed under the Contract using the classification given below.

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 validation in relevant environment	
6	System/ subsystem model or prototype demonstration in a relevant environment	
7	System prototype demonstration in an operational environment	
8	Actual system completed and ‘flight qualified’ through test and demonstration	
9	Actual system ‘flight proven’ through successful mission operations	

NOTE: The TRL shall be assessed by ESA. The Agency’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 Contract 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 Contract 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.


<p>The above statements provided in the various sections of this Annex A "Layout for Contract Closure Documentation" for ESA Contract No. 4000xxxxxx/14/NL/NDe <i>[insert the corresponding contract number]</i> have been made after due verifications.</p> <p>If required by ESA, an updated version shall be provided for incorporating amendments requested by ESA.</p>	
<p>Name of Contractor: <i>[insert contractor name]</i></p>	
<p>Authorised signatory: <i>[insert Authorised signatory full name]</i></p>	<p><i>[signature of the Authorised signatory]</i></p>
<p>Date: <i>[insert date]</i></p>	

APPENDIX 3: CONTRACT CHANGE NOTICE

For submission of a change as per Clause 13 of the General Conditions, the Contractor 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 Contractor's name and the Contract number
- The title of the area affected by the change (Work Package reference, new work, etc.)
- The name of the initiator of the change (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 Contract provisions
 - Start of work - end of work (including contractual delivery dates and overall planning, milestones, etc.)
 - A CCN Form, as per the format below, signed by the Contractor's representatives

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

	DIRECTORATE: D/IPL – Industry, Procurement & Legal Services	Contractor:
		Contract No.:
CONTRACT CHANGE NOTICE No.		DATE:
TITLE OF AREA AFFECTED (WORK PACKAGE ETC):	WP REF:	
	INITIATOR OF CHANGE:	
DESCRIPTION OF CHANGE		
REASON FOR CHANGE		
PRICE BREAKDOWN (Currency)/PRICE-LEVEL		
EFFECT ON OTHER CONTRACT PROVISIONS		START OF WORK
		END OF WORK
CONTRACTOR'S PROJECT MANAGER:	CONTRACTOR'S CONTRACTS OFFICER:	
DATE:	DATE:	
[DISPOSITION RECORD OR OTHER AGREED CONDITION RECORDED WITH THE CCN APPROVAL]		
ESA TECHNICAL OFFICER:	ESA CONTRACTS OFFICER:	
DATE:	DATE:	

APPENDIX 4: STANDARD COVER PAGE FOR ESA STUDY CONTRACT REPORTS

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

- * Sections to be completed by ESA
- ** Information to be provided by ESA Study Manager