

ESA INTEGRATED APPLICATIONS PROMOTION (IAP) PROGRAMME

DRAFT C O N T R A C T

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

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:

of the other part

Preamble

Whereas:

- The overall goal of ARTES 20 Integrated Applications Promotion Programme herein referred to as “Programme” is “the development of operational services for a wide range of users through the combination of different systems”.
- The following objectives have been defined to achieve this goal:
 - o Promotion of space applications to a wider range of users, especially those who are not aware of the benefits that space technologies can bring to them;
 - o Development of new operational services for these users, involving a broader participation by actors on both the demand and supply sides;
 - o Utilisation of at least two existing and different space assets (such as Satellite Communications, Earth Observation, Satellite Navigation, Human Spaceflight technologies and others), leading to a better exploitation of existing space capacity and know-how together with a better understanding of how they should evolve to respond to user needs;
 - o Cross-fertilisation across disciplines, together with the development of a consistent approach across Integrated Applications initiatives, to maximise their efficient and cost effective implementation.
- An essential element of the Programme is the sharing of funding by ESA and industry for the activities carried out under the Programme,
- ESA has agreed that the activity described in Article 1 hereafter meets the objectives of the Programme,
- The parties are willing to each contribute [approximately] fifty percent to the cost of the activity,

The parties have now agreed to execute the work at the specific conditions set forth hereafter:

ARTICLE 1 - SUBJECT OF THE CONTRACT - APPLICABLE DOCUMENTS

1.1 *OPTION of Feasibility Studies:*
The Contractor undertakes to study

OPTION for Demonstration Projects:
The Contractor undertakes to perform under his responsibility a ...

, and to deliver the (*hardware, software and*) documentation as described in Article 3 below.

1.2 The Contractor certifies that the conditions connected to any third party contribution to the cost of this activity do not in any way prevent him from complying with his obligations under this contract.

(FOR CONTRACTS WITH PHASING):

2.1 *The work shall be performed in phases as defined in The Agency reserves the right not to proceed with the work at the end of any phase.*

2.2 *The decision whether to proceed or not will be taken after completion of the preceding phase and after acceptance, by the Agency, of the relevant deliverables set out in Article 3 hereinafter.*

2.3 *The Contractor shall start the succeeding phase only after the relevant authorisation has been notified, in writing, by the Agency's representatives nominated in Clause 5 of Article 4.*

2.4 *Should the Agency decide not to proceed with the work at the end of a phase, the Agency shall not be obliged to pay the compensation foreseen in Clause 32.3 of the General Clauses and Conditions.*

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

- (a) The Articles of this Contract;
- (b) The General Clauses and Conditions for ESA Contracts, reference ESA/C/290 revision 6, herein referred to as the "General Conditions" and available on <http://emits.esa.int/>;
- (c) The Management Requirements as defined in Appendix 2 hereto;
- (d) The Minutes of negotiation / kick off meeting held at ... on ..., not attached hereto but known to both parties;
- (e) The Contractor's proposal reference dated, as amended or clarified by ..., all not attached hereto but known to both parties.

ARTICLE 2 - PRICE

1. The total price of this contract amounts to:

EUR

(.....)

The total price is exclusive of profit and based on total cost of:

EUR

Either:

2. The price of this contract is stated to be a firm fixed price as defined in Clause 2.1 of Annex I to the General Conditions; it includes any and all licence fees payable according to Clause 57.7.

Or: (mandatory for contracts whose total cost exceeds 5 MEURO or for contracts whose overall duration exceeds 24 months)¹:

2. The price of this contract is stated to be a ceiling price to be converted into firm fixed price as defined in Clause 3 of Annex I to the General Conditions. This conversion shall be made upon completion of all work and services under this contract and after submission, by the Contractor, of a price conversion proposal, consisting of:
- a) The documents specified in Article 4 Clause 17 below;
 - b) a CCN form showing the firm fixed price(s) and the Final payment(s) eventually payable by ESA. The underlying calculation shall be in accordance with the specific calculation principles laid down in the Call for Proposals from which this contract resulted. The National Currency - EUR conversion rate(s) shall be those used in the proposal.

The ceiling price shall be deemed to include the price escalation for the period in which the work is scheduled to be performed as well as any and all licence fees payable according to Clause 57.7.

3. The price does not include any taxes and duties in the Member States of the Agency.

Or alternatively for Germany:

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

¹ Pursuant to Article 3.1 of the General Clauses and Conditions, the Agency may require a Ceiling Price at its discretion in case the definition status of the product and/or service to be developed is considered not sufficiently mature and/or a high potential of re-orientation is apparent.

4. The price is for all deliverables Delivered Duty Paid, exclusive of import duties and V.A.T. in accordance with the Incoterms 2000, to the addresses specified in Article 3 and 4.

**ARTICLE 3 - PLACE AND DATES OF DELIVERY, MEETINGS,
DEMONSTRATIONS**

1.1 Place and dates of delivery

The Contractor shall, during the performance of the Contract, deliver the documents detailed in Section 4 of Appendix 2 hereto and submit them via the Distributed Project Collaboration Tool unless otherwise specified.

Final Report

The Final Report shall be prepared in the general form and quality of an item suitable for technical journal publication. It shall be written in a concise yet instructive manner and shall not exceed 20 pages (containing colour photographs, if applicable).

It shall describe the major technical, operational and commercial accomplishments of this contract, especially:

- objective of the activity
- key issues
- results of the work incl. description of the new product/service developed
- main benefits
- perspective (further technical and commercial evolution).

Commercially sensitive information shall not be part of the Final Report itself but shall be presented in a separate document marked “Proprietary Information”.

The draft version of the Final Report together with the document “Proprietary Information” shall be delivered in electronic format for approval of the Agency’s Technical Officer not later than,.

The finalised version of the Final Report (without “Proprietary Information”) shall be issued not later than four weeks after the Agency’s approval of the draft version in

- 2 paper copies and 2 CD-ROMs to the ESTEC Publications Division (LEX-CP),
- 1 paper copy and 3 CD-ROMs to the Agency’s Technical Officer

Final Data Package (FDP)

All documents described in Appendix 2 hereto shall be deliverables under this contract. The Final Data Package shall contain the most recent version of all deliverable documents including the Final Report as well as the document “Proprietary Information”.

Together with the finalised version of the Final Report, the finalised and approved versions of all documents forming the Final Data Package shall be delivered in 3 CD-ROMs to the Agency's Technical Officer.

1.2 The Contractor shall furthermore deliver:

- (a) *The price conversion proposal as specified in Article 2.2 above;*
- (b) *The software (in executable form) specified in Vol. ... chapter ... of the proposal not later than ...;*
- (c) *The hardware specified in Vol. ... chapter ... of the proposal not later than In proximity with the delivery date a loan agreement or waiver of the transfer of ownership to the Agency may be requested; the Agency, however, is not obliged to accept such request.*

The above deliverables shall be addressed in accordance with Article 4 Clauses 7.1.

1.3 As part of the first review data package the Contractor shall produce a Project Web Page which shall be suited for publication by ESA IAP web site. The Project Web Page shall be produced using the template given under:
<http://iap.esa.int/templates/pwp>

An update of the paragraph called "Current Status" shall be provided together with the Monthly Progress Report / the minutes of the review meeting (*as applicable*). A final version of the Project Web Page shall be provided together with the Final Report. This final version shall include a paragraph summarising the most significant achievements of the project.

2. Meetings and Demonstrations

All meetings shall be held as specified in Section 3 of the Management Requirements (Appendix 2 hereto).

ARTICLE 4 - GENERAL CONDITIONS

The General Conditions (of Part II: Option B) shall apply with the following amendments or replacements:

CLAUSE 2 - APPROVAL

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

(Either)

Ms. M. Vaissiere
 Director of Telecommunications and Integrated Applications

(Or – for Contracts up to 1 MEURO price)

M A. Ginati.....
 Head of Integrated and Telecommunications-related Applications Department

CLAUSE 5 - AGENCY'S REPRESENTATIVES - INSPECTIONS

For the purpose of this contract the Agency's representatives are:

- (a) for technical matters or a person duly authorised by her/him;
- (b) for contractual and administrative matters or a person duly authorised by her/him.

CLAUSE 7 - COMMUNICATIONS

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

European Space Research and Technology Centre
 PO Box 299
 NL-2200 AG Noordwijk

- (a) For technical matters

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

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.

or alternatively:

Clause 10 shall apply to the following:

..... as specified in Appendix For the purposes of Clause 10.2 the item's value is identified in

CLAUSE 12 - APPLICABLE LAW

The Contract shall be governed by the laws of

CLAUSE 13 - ARBITRATION

The arbitration proceedings shall take place in

The words “Conciliation and” in Clause 13 are deleted.

For Switzerland:

The arbitration proceedings referred to in Clause 13 shall take place in

The words “Conciliation and” in Clause 13 are deleted.

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:

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

The arbitration proceedings shall take place in

The words “Conciliation and” in Clause 13 are deleted.

The arbitration tribunal shall consist of three persons, one to be appointed by the Contractor, one by the Agency and the third, who shall be chairman, by the two arbitrators so appointed. Should these two arbitrators not be able to agree on the nomination of the third, he shall be appointed by the chairman of the Court of

The arbitrators shall decide according to law, and awards by this 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 and shall be governed by the Spanish Arbitration Act 60/2003 dated 23 December 2003.

The words "Conciliation and" in Clause 13 are deleted.

The arbitrators shall decide according to law.

The arbitration award shall be binding on both parties. The enforcement of the award shall be governed by the Spanish civil procedure law.

CLAUSE 17 - PRICING

The type of price notwithstanding, sub-clauses 17.3 and 17.4 are implemented as follows:

The Contractor shall provide, on completion of *a phase and/or the Contract*, the following documents signed by a senior financial representative:

- a presentation by the Contractor and each subcontractor, on (one or more) PSS-A2 form(s) with relevant Exhibit A, of the cost actually incurred for work and services under (*Phase .. of*) the Contract,
- a certification from the Contractor and each subcontractor as follows:

"I, (*insert name*) do hereby certify that the costs presented in the enclosed PSS-A2 form(s) are, to the best of my knowledge and belief, a true statement of the costs incurred under (*Phase .. of*) this contract, an internal audit of the costs having been conducted to verify that the company's cost accounting system and rules and the Agency's requirements in Annex I to the General Clauses and Conditions ESA/C/290 rev. 6 with respect to costs incurred under the contract have been observed.

I further certify that the company's contribution to this co-funded contract has been provided from (*specify source*) and has not been and will not be included in rates and overheads applied for this contract or any other contract with the Agency."

The Contractor undertakes to permit the Agency to effect cost control operations as stipulated in Annex I to the General Conditions, with regard to the information included in the Contractor's financial statement.

The Agency's right to exercise the above cost control shall cease one year after submission of the Contractor's certified statement of cost unless it is delayed for reasons the Contractor is responsible for.

For Ceiling Price Contracts only:

If, as a result of the above cost control operation, the total allowable cost incurred under the Contract is lower than shown in the Contractor's financial statement, the price of the Contract shall be reduced pro rata. Excess payments made shall be reimbursed by the Contractor.

CLAUSE 19 - PACKING AND TRANSPORT EXPENSES

The following provision is added to Clause 19:

All packages shall be correctly and separately addressed as required by Article 3. They shall also be marked with the Contract Number, together with the description of the contents, and all shipping documents shall clearly refer to the Contract (Contract Number and description of contents).

CLAUSES 20 AND 21 - ADVANCES, PROGRESS AND FINAL PAYMENTS

Clauses 20 and 21 shall be implemented as follows:

1. Payments shall be made within thirty (30) calendar days of receipt at ESTEC of the invoice and related documents listed below and the fulfilment of the relevant requirements (as a temporary measure, in response to the economic crisis, this payment period is reduced to twenty (20) calendar days in the period up to and including the 30th April 2010 or any further date as announced on EMITS):
 - 1.1 **ADVANCE PAYMENT:**
Invoice, to be submitted after signature of the Contract by both parties.
 - 1.2 **PROGRESS PAYMENT:**
 - Invoice(s);
 - Actual achievement of the milestone as defined in the Payment Plan specified in paragraph 3 below;
 - 1.3 **FINAL SETTLEMENT:**
 - Invoice(s) to be issued upon acceptance by the Agency of all deliverable items and performance of all tasks under the Contract (*or under Phase .. in the event the Agency decides not to proceed with the following phase*); [*for ceiling price contracts: and signature of the price conversion CCN as per Article 2.2;*] [*for fixed price contracts: including the financial statement as per Article 4 Clause 17;*]
 - Either a list recapitulating the inventions made in the course of or resulting from work undertaken for the purpose of the Contract, or a formal statement that no invention has been made, using the template provided in Appendix 3.
 - 1.4 *The Agency shall pay the subcontractors directly upon presentation, by the Contractor, of the subcontractors' invoice(s), in accordance with Clause 22 hereafter, with the certification of the Contractor thereon that the stage for which the payment is required has been satisfactorily completed. The Contractor shall approve subcontractor(s) invoices within ten (10) calendar days from their submission in EFIS and achievement of the relevant milestone, whichever is the later.*

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) for verification.

2. The Agency reserves the right to visit the Contractor's *and subcontractors'* premises and ascertain the progress of the work under the Contract prior to making the progress payment concerned.
3. The Agency shall make the following payments:

OPTION for Feasibility Studies:

Milestone Description	Schedule Date	Amount in Euro	Company
Advance: upon signature of Contract by both parties (35% of total price)			
Progress: upon completion of Mid Term Review (MTR) (55% of the total price)			
Final: upon the Agency's acceptance of all deliverables (10% of total price)			

OPTION for Demonstration Projects:

Milestone Description	Schedule Date	Amount in Euro	Company
Advance: upon signature of Contract by both parties (35% ² of total price)			
Progress: upon TBD milestone(s)			
Final: upon the Agency's acceptance of all deliverables (10% of total price)		[In case of ceiling price:] Converted firm fixed price(s) minus the above (Advance + Progress) payments	

² As part of a temporary measure applied throughout the Agency (until 30th April 2009), the advance is increased to 35%, the final is reduced to 10%.

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, [**OPTION:** *including those of its sub-contractors'*] are submitted for payment exclusively through the Agency's EFIS system (<http://efis.esa.int>). If the Contractor [**OPTION:** *and/or the sub-contractor*] has[*have*] 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 (idthelp@esa.int), specifying a contact 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 [**OPTION:** *and to have its sub-contractor(s) submit*] complete invoices and to strictly adhere to the instructions (including those for billing taxes and duties, where applicable) contained in 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 (Appendix 4). 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 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 its bank within the payment period stipulated in Clauses 20 and 21 paragraph 1 above.
4. The second sentence of Clause 22.2 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 (idthelp@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 as specified in the proposal be subcontracted to

.....

CLAUSE 26 - CHANGES AND MODIFICATIONS TO PROJECTS, ENGINEERING AND SPECIFICATIONS

Clause 26.1 shall not apply.

Clauses 26.3 and 26.4 are replaced by Appendix 1 hereto, which describes the procedure applicable for modifications to the contract and the form to be used for the introduction of such a change.

CLAUSE 28 - PENALTIES FOR LATE DELIVERY

Clause 28 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, he/she 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, the deliverables shall be considered as having been accepted.
- 2.1 As regards hardware, acceptance shall be performed in accordance with the Acceptance Procedure to be agreed between the parties.
- 2.2 As regards software, acceptance shall be performed in accordance with the Acceptance Procedure to be agreed between the parties.
3. Rejected deliverables must be rendered compliant with the agreed requirements and represented for acceptance within a time scale fixed in writing by the Agency.

CLAUSES 32, 33, 34 - CANCELLATION

Clauses 32, 33 and 34 are replaced by the following provisions:

1. The Agency may cancel the Contract by giving written notice with immediate effect in any of the following events:
 - (a) If the Contractor becomes insolvent or if its financial position is such that within the framework of its national law, legal action leading towards bankruptcy may be taken against it by its creditors;
 - (b) If the Contractor resorts to fraudulent practices in connection with the Contract, especially by deceit concerning the nature, quality or quantity of the supplies, and the methods or processes of manufacture employed.
 - (c) In the event of the Contractor's continued failure to meet
 - (i) the technical requirements of the Contract, or
 - (ii) the progress and/or delivery requirements;to such an extent as to jeopardise seriously the objectives of the Contract;
 - (d) If the Contractor has not observed the provisions set out in Clause 16 concerning the disclosure and use of information provided by the Agency;

- (e) If the Contractor transfers the Contract without the Agency's authorisation or concludes sub-contracts against the Agency's explicit wishes.
- 2. In the event of such a cancellation the Agency shall, unless otherwise specified in the Contract, only pay the contractual value of items accepted under the Contract prior to the receipt of notification of cancellation, or to be accepted under the Special Conditions of Cancellation. In no case shall the total amount paid or to be paid by the Agency under the Contract exceed the total price stated in Article 2 above.
- 3. The provisions of paragraph 1 above shall not apply if the failure under (c) or (d) is due to circumstances outside the Contractor's control.

CLAUSE 55 - USE OF INTELLECTUAL PROPERTY RIGHTS

Clause 55.1 lit. (a) is implemented as follows:

The Contractor hereby grants the Agency the irrevocable, non-exclusive, non-transferable and royalty-free worldwide licence to use all Intellectual Property Rights arising from work performed under the Contract for the Agency's Own Requirements.

CLAUSE 57 - BACKGROUND INTELLECTUAL PROPERTY RIGHTS

In addition to the provisions of Clause 57.4, the Contractor hereby grants the Agency a free, irrevocable, world-wide licence to use Background Intellectual Property Rights solely for the purpose of the Contract.

ARTICLE 5 - KEY PERSONNEL

1. The work shall be executed by the key personnel nominated for the execution of the Contract in the proposal.
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 proposal, requires the prior written approval of the Agency's representatives mentioned in Clause 5 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. If no objection has been notified to the Contractor within three weeks from receipt of such request, the replacement shall be deemed approved.
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.

Done and signed in two original copies, one for each party to this contract,

On behalf of the Agency in Noordwijk,

on this day:

M. Vaissiere
Director of Telecommunications and Integrated
Applications
OR
A. Ginati
Head of Integrated and Telecommunications-
related Applications Department

On behalf of the Contractor in,

on this day:

APPENDIX 1

CONTRACT CHANGE PROCEDURE

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 the Contractor shall submit a proposal for a Contract Change Notice (CCN) on the form attached hereto. The CCN shall be filled in completely, and boxes or lines which are not applicable shall be so designated by use of the letters "NA". The form shall be signed by the Contractor's authorised representative(s) and submitted to the Agency's 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 the space on the form is not sufficient to describe the change and its consequences, the 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 THE CONTRACT CHANGE NOTICES

Upon receipt of a CCN signed by the Contractor the Agency shall consider it as regards its acceptability. Should the CCN be approved, it will be signed by the Agency's authorised representatives, and a copy returned to the Contractor. Should a CCN 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 change may be discussed at a Change Review Board, consisting of a contractual and a Technical Representative 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 CCN's may subsequently be integrated into a Rider to the Contract.

<u>CONTRACT CHANGE NOTICE No. ..</u>	
<u>Contractor:</u>	<u>Contract no.:</u>
<u>Title of area affected (work package, etc)</u>	<u>WP ref</u>
	<u>Initiator of change</u>
<u>Description of change</u>	
<u>Reason for change</u>	
<u>Price (= 50% of cost) and (influence on) payment plan</u>	
<u>Effect on other contract provisions</u>	<u>Start of work</u>
	<u>End of work</u>
CONTRACTOR	
Project Manager	Date
Contracts Officer	Date
ESA	
Technical Officer	Date
Contracts Officer	Date

APPENDIX 2

MANAGEMENT REQUIREMENTS

Management Requirements for Feasibility Studies: <http://emits.esa.int/emits-doc/ESTEC/AO6124-ARTES20-FeasibilityStudies-MgmtRequirements.pdf>

Management Requirements for Demonstration Projects: <http://emits.esa.int/emits-doc/ESTEC/AO6124-ARTES20-DemoProjects-MgmtRequirements.pdf>

Appendix 3 to
ESTEC Contract Number
....././NL/..

APPENDIX 3

STATEMENT OF INVENTION

STATEMENT OF INVENTION

1. 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:

.....

Appendix 4 to
ESTEC Contract Number
....././NL/..

APPENDIX 4

VAT WAIVER FORM