



ESA Contract No. 4000xxxxx/22/I/DT-lr

with

EISI Beneficiary

[full legal name of the Company/institute to be inserted]

CLIMATE CHANGE INITIATIVE (CCI) RESEARCH FELLOWSHIP AGREEMENT



DRAFT PARTNERSHIP AGREEMENT

The CCI Research Fellowship

[enter name of project]

Colour code:

Yellow fields are to be filled in by the Applicant,

Green fields are to be completed by ESA

Between:

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

having its seat at: 24 rue du Général Bertrand, CS 30798, 75345 Paris CEDEX 7, France,
represented by its Director General, Mr Josef Aschbacher,

acting through its establishment:

The European Space Research Institute (ESRIN),

located at: Largo Galileo Galilei 1,
00044 Frascati (RM),
Italy,

of the one part,

and:

EISI Beneficiary

[full legal name of the Company/institute to be inserted]

(hereinafter called the “EISI Beneficiary” or “Beneficiary”)

whose Registered Office is at:

[to be inserted]

represented by [name to be inserted], its [job title within the Company/institute to be inserted],

of the other part,

the following has been agreed between the Agency and the Contractor hereinafter also referred to individually as “Party” and collectively as the “Parties”:



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DEFINITIONS

“Advance Payment”	means a payment foreseen in the Contract intended to provide the Contractor with liquidity to allow the initiation of the contractual works.
“Agency’s Own Requirements”	means the activities and programmes undertaken by the Agency in the field of space research and technology and space applications in accordance with Article V 1(a) and (b) of the European Space Agency Convention.
“Contract” or “Partnership Agreement”	means an agreement established in writing the subject of which is any activity carried out to- or for the Agency in exchange of a price or another consideration, including any amendment to such agreement via a Contract Change Notice (CCN).
“Day”	means calendar day.
“Intellectual Property Rights”	means all Registered Intellectual Property Rights, and all unregistered intellectual property rights granted by law without the need for registration with an authority or office including all rights in information, data, blueprints, plans, diagrams, models, formulae and specifications together with all copyright, unregistered trademarks, design rights, data base rights, topography rights, know how and trade secrets or equivalent rights or rights of action anywhere in the world.
“Legitimate Commercial Interests”	means an interest the Contractor can demonstrate which is important to its ability to commercially exploit Intellectual Property Rights arising from work performed under the Contract for a defined period of time which includes but is not limited to an economic position vis-à-vis a competitor, loss of profits or survival of an undertaking.
“Member State”	means a State which is Party to the Convention of the European Space Agency in accordance with Articles XX and XXII of the said Convention.
“Participating States”	means a Member or non-Member State participating in a given Agency programme according to Article V.1 (a) and (b) of the European Space Agency Convention.
“Participating State’s Own Public Requirements”	means a public programme in the field of space research and technology and their space applications fully funded or funded to a substantial extent by the Participating State.
“Persons and Bodies”	means any individual, partnership, company, research organisation or legal entity under the jurisdiction of a Participating State which, when relevant, meets the criteria set out in Article II (3) of Annex V to the European Space Agency Convention.
“Progress Payment”	means a payment that is made against:



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

“Registered Intellectual Property Rights”

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

“Third Party”

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



WHEREAS:

- The Agency has an interest in supporting young scientists in ESA Member States to undertake leading edge research activities contributing to the achievement of the Climate Change Initiative (CCI) Programme;
- Equally, the Institute has an interest in carrying out research work leading to the achievement of the CCI Programme by maximising the use of ESA data and EO assets;
- The Agency and the Institute wish to cooperate in regard to the abovementioned activities and to put their respective competence and/or facilities at each other's disposal for this purpose;
- The Institute has internally secured partial funding for the abovementioned research work;
- In order actively to support the abovementioned research work, the Agency agrees to co-fund a Post-Doctoral research project regarding **[title to be inserted]**, to be carried out by staff of the Institute in the frame of the present cooperation as specified hereafter.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, THE PARTIES AGREE TO THE FOLLOWING:

ARTICLE 1: SUBJECT OF THE PARTNERSHIP AGREEMENT; GENERAL TERMS OF EXECUTION

- 1.1 In the frame of the cooperation with the Agency covering leading edge research activities contributing to the achievement of the CCI Programme by maximising the use of ESA data and EO assets, the Institute undertakes to carry out research work regarding **[title to be inserted]**, through a post-doctoral project, to be carried out by a researcher employed by the Institute. The researcher selected for the implementing the project shall be referred to throughout this Partnership Agreement as “**the Post-doctoral Scholar**”.
- 1.2 The Institute also undertakes to deliver the documentation (including a Final Report) and other deliverables as described in Article 2.2 below and to make an oral presentation of the results, at the end of the project.
- 1.3 The work shall be performed in accordance with the provisions stated in the following documents, listed in order of precedence in case of conflict:
- a) The specific Articles of this Partnership Agreement with its PDCC Annex;
And its Appendix 1 (LAYOUT FOR CONTRACT CLOSURE DOCUMENTATION)
 - b) The Institute’s Proposal **[to be inserted]**, ref. **[to be inserted]**, issue **[to be inserted]** rev **[to be inserted]** dated **[to be inserted]** (**the Proposal**).
The Proposal is not attached to the Partnership Agreement but is known to both parties.

Any amendments which the Institute has proposed in the Proposal which could impact these contractual provisions do not apply to the Partnership Agreement, unless they have been reproduced directly in the text of the Partnership Agreement below.

1.4 General Terms of Execution

- 1.4.1 The Partnership Agreement shall enter into force on the signature of the duly authorised representatives of both parties and shall cover all activities from the date of the kick-off meeting, i.e. **[date to be inserted]**.

The project shall be completed no later than **24 months** from the date of the kick-off meeting. The Partnership Agreement may, however, be extended, on the written agreement of both parties, if such an extension is necessary in order to enable the Post-doctoral Scholar to complete the project.

- 1.4.2** The language of this Partnership Agreement and of all communications made during the course of the Partnership Agreement shall be English. The substantive law according to which this Partnership Agreement shall be construed is **[to be inserted – the country shall be the country in which the Institute’s legal seat is registered]**.

- 1.4.3 This Partnership Agreement does not foresee any changes increasing the scope or price of the work.

Any modification to this Partnership Agreement shall, in all circumstances, require the Agency’s prior written approval and shall be formalised in writing by means of a Contract Change Notice, which shall be signed by an authorised representative from both parties.

- 1.4.4 The Institute shall be fully responsible towards the Agency for the proper execution of the work.
- 1.4.5 The Institute guarantees that the research project will be performed fully in accordance with the requirements of this Partnership Agreement and that the Institute’s performance will meet the highest standards of the profession. The Institute’s own sales conditions shall not apply
- 1.4.6 The Agency may provide direction to the Post-Doctoral Scholar in respect of technical matters concerning the research project.
- 1.4.7 This Partnership Agreement shall not affect the legal relationship between the Institute and its staff. The Agency’s relationship with the Institute’s staff shall be material only, and there shall be no contractual relationship between the two.

- 1.4.8 Any publicity material prepared by the Institute related to an activity performed by the Institute in the context of this Partnership Agreement shall acknowledge that the activity is/was carried out “under a programme of, and funded by, the European Space Agency”. It shall display the ESA logo, if the Agency so requires. It shall also carry a disclaimer stating that the view expressed in such publications can in no way be taken to reflect the official opinion of the European Space Agency.
- 1.4.9 The Parties shall use their best endeavours amicably to settle any dispute arising out of the Partnership Agreement.

Failing an attempt towards an amicable settlement, all disputes shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or three arbitrators designated in conformity with such Rules. The Arbitration Tribunal shall sit in **[to be inserted – the city shall be the city in which the Institute’s legal seat is registered]**. The Tribunal’s award shall be final, binding on the Parties and no appeal shall lie against it. The enforcement of the award shall be governed by the rules of procedure in force in the state/country in which the award is to be executed.

ARTICLE 2 - DELIVERY REQUIREMENTS; PLACE AND DATE OF DELIVERY

2.1 General

- 2.1.1 Delivery shall be considered as effected only when the relevant deliverable items are in the Agency’s possession.
- 2.1.2 Should it seem likely that, owing to a change of circumstances, the originally specified delivery date(s) may be exceeded, the Institute shall immediately notify the Agency in writing.
- 2.1.3 No price adjustment in favour of the Institute will be applicable for the period of delay in delivery. No penalty to be deducted from the Partnership Agreement price shall apply in case of late delivery: however, should the Agency conclude that the delays in delivery have impaired the intended objectives of the project, the provisions of paragraph 5.4 below shall apply.
- 2.1.4 The Institute shall be responsible for the appropriate marking, packing, package labelling, insurance, freight, carriage and delivery relative to all deliverable items due hereunder and shall bear any cost relative to all of the above. Deliverable items shall furthermore be packed to guard against loss, damage or deterioration during transport and delivery. If found damaged or defective upon delivery, the Agency reserves the right to return the affected items at the Institute’s expense.

Should in the execution of this Contract a need arise to provide the Agency with information which is subject to export control laws and regulations, the Contractor shall be responsible to ensure in all cases that such information is passed on to the Agency in strict compliance with the provisions of such export control laws and regulations.

2.2 Acceptance and Rejection

The acceptance by the Agency of the deliverables shall be declared upon verification, by the Agency, that the work has been performed in compliance with the Agency’s requirements and that the required results have been achieved. A deliverable shall be considered as accepted in the absence of an explicit reaction by the Agency within one calendar month from the date the Agency receives the deliverable for acceptance. The provisions of paragraph 5.4 below shall apply in this respect.

2.3 Deliverable Documents

- 2.3.1 The Institute undertakes to deliver to the Agency all results achieved in the frame of the post-doctoral research work and to make all results publicly available through the CCI Research Fellowship website.

2.3.2 The Institute shall deliver the following documents and reports to the Agency's Technical Officer:

- **Bi-monthly Progress Reports:** Management document describing the main progresses, problem areas and proposed solutions;
- **Technical Notes 1 and 2** (to be delivered at KO+6 and KO+18, respectively): Scientific documents summarising the main technical developments and results related to the corresponding time periods.
- **Mid-term Report:** Scientific document to be made publicly available and to describe in detail the work carried out and scientific results obtained during the first year of activity.
- **Final Report:** Scientific document to be made publicly available and to describe in detail the overall activity, problems faced, methods developed and final scientific results obtained throughout the project. This should include a list of publications produced.
- **Executive Final Paper:** Scientific summary of the project for peer review, in the form of a scientific publication, to be used by ESA in a monographic series collecting the results of the initiative.

2.3.3 In addition, the Institute shall send one (1) paper copy of the Final Report and one (1) copy on CD-ROM to: ESA Information and Documentation Centre – ESTEC Library, Postbus 299, 2200 AG Noordwijk, The Netherlands.

2.3.4 The Contract Closure Documentation (Appendix 1) shall be delivered in one (1) signed set of documentation each, to the Agency's Authorised Representatives not later than the time of submitting the invoice for the Final Settlement (Article 4.1.2 here below).

2.4 Meetings and Reviews

2.4.1 The Institute shall be responsible for organising:

- a First Collocation Meeting at KO+4;
- a Mid-Term Review at the end of the first year of the project; and
- a Final Review at the end of the project.

These periodic reviews shall be an opportunity to discuss with the Agency's Technical Officer all matters related to the execution of the Agreement. The Institute shall also arrange ad-hoc meetings, if so required.

2.4.2 The Institute shall be responsible for drafting, circulating and finalising the agenda for and the minutes from all meetings between the Institute and the Agency. Minutes from all meetings must be signed by a minimum of one representative from each party to the Partnership Agreement. If one party has not signed the minutes within 30 working days of the date of the meeting, the minutes shall nevertheless become binding.

2.4.3 The Institute shall make a final presentation at the end of the work, at a location to be agreed by the parties.



ARTICLE 3 - PRICE

3.1 The total amount which the Agency will contribute to the post-doctoral research work described in Article 1 above is:

€.....
(..... Euro)

This contribution is broken down as follows:

Institute Name	ESA Entity Code	Country (ISO Code)	Total Amount in Euro

3.2 This contribution is hereby defined as a Firm Fixed Price (FFP) and, as such, it shall not be subject to any adjustment or revision by reason of the actual costs incurred by the Institute in the performance of this Partnership Agreement.

3.3 The total EISI Amount is based on a total cost of **[insert the proposed total cost of the Project. Please note that this should not be the ESA price but it is the potential/proposed cost, which includes both, beneficiary contribution and ESA price]** EURO.

3.4 The Institute shall provide the remainder, amounting to EURO **[to be inserted]**, and shall ensure that the Post-doctoral Scholar shall be provided with adequate office space and equipment for the complete duration of his/her research work under the Partnership Agreement.

3.5 The Agency may decide that certain items produced or purchased under the Contract during its implementation (see Article 7 below) shall become ESA Fixed Assets. Such items shall be added to the above list through the means of a Contract Change Notice.

3.6 In addition to the above FFP, a maximum provision of € 6,000 is set for reimbursement of both cost of publications and the participation of the Post Doctoral Scholar to review meetings, international conferences and symposiums to present the research work. This maximum provision is the maximum amount to which the Agency is committed and all costs in excess of said amount will not be reimbursed.

The total liability of the Agency with respect to the Contract is therefore

€
(..... Euro)

3.7 Licence Costs

The FFP includes, and the Institute shall pay all costs associated with the purchase of all of the licences which the Institute has indicated in the Proposal will be purchased under the Partnership Agreement, or which become necessary to be purchased during the Partnership Agreement. Each licence shall indicate the Agency as the intended end-user.

The FFP also includes, and the Institute shall pay all other costs associated with use of licensed software for the purposes of the Partnership Agreement.

3.8 The FFP does not include any added value taxes or import duties in the Member States of the Agency.

3.9 The FFP is stated as being “Delivery Duty Paid” (DDP) for all deliverables, exclusive of import duties and VAT in accordance with the Incoterms 2010, to the addressee(s) mentioned, or referred to, in Article 5 of this Partnership Agreement. Reference to the INCOTERMS in this provision is exclusively for the purpose of price definition. The price furthermore includes all costs relative to the Institute’s obligations under 2.1.4 above.

3.10 **[Option to include if a research stage at the Agency’s premises is proposed]**: The travel cost (air travel in economy class and one night stay in a hotel selected by the Agency) of the Post-doctoral Scholar carrying out a research stage at the Agency’s premises shall be covered by the Agency. The Institute shall be directly responsible, vis-à-vis the Post-doctoral Scholar, for any other cost incurred in relation to the Post-doctoral Scholar being based at the Agency’s premises.

ARTICLE 4 - PAYMENTS AND INVOICING

4.1 Payments

Payments shall be made within thirty (30) calendar days of receipt at ESA-ESRIN Finance Payment Office of the required documents and fulfilment of the requirements specified in Articles 4.1.1 – 4.1.3 below¹. Only upon fulfilment of these requirements shall the Agency regard the invoice as due.

Requirements to be fulfilled:

4.1.1 Progress Payment(s)²:

- Milestone Achievement Confirmation (MAC) (hereinafter referred to as “confirmation”) with supporting documentation as necessary, submitted by the Contractor and attached in esa-p. The supporting documentation shall justify the actual achievement of the milestone(s) as defined in the Payment Plan specified in Article 4.2 here below;
- and
- Invoice.

4.1.2 Final Settlement:

- Confirmation, submitted by the Contractor with supporting documentation as necessary attached in esa-p. The supporting documentation shall justify the actual achievement of the milestone(s) as defined in the Payment Plan specified in Article 4.2 here below;
- and
- Invoice;
- and
- Delivery, and acceptance by the Agency, of all due items and fulfilment of all other obligations in accordance with the terms of this Contract;
- Signed Contract Closure Documentation using the template provided in Appendix 1.

Payments shall be made according to the provisions hereunder:

4.1.4 The Agency shall credit the account of the Contractor to the Contractor’s benefit

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

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

4.1.6 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.

4.1.7 When releasing the payment for a given milestone, if applicable, the Agency’s payment shall be made after due deduction of the corresponding off-set of the Advance Payment(s) as per conditions of Article 4.2 here below. In case of partial payment(s), the Agency shall deduct from the corresponding invoice(s) relative to the same milestone any outstanding amount of the Advance Payment(s) still to be off-set.

4.1.8 All invoices shall be submitted to the Agency in electronic form through the esa-p on-line system.

- a) The Contractor shall ensure that the APR (if any), all confirmations and all invoices are submitted for payment exclusively through the Agency’s esa-p system. If the Contractor has no access to the Agency’s esa-p system at the time of signature of this Contract, an immediate request for an esa-p user account shall be made by the Contractor to the ESA Helpdesk (mail to: esait.Service.Desk@esa.int), specifying a contact name, the company name and the ESA Contract Number.

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 esa-p GUIDE Frequently Asked Questions & Answers for Suppliers at http://esa-p-help.sso.esa.int/FAQ_for_Suppliers.pdf

² For detailed information on how to submit and approve confirmations, invoices and APR in esa-p you may consult the following two Quick Guides:

http://esa-p-help.sso.esa.int/Quick_Guide_How_to_submit_a_Confirmation_or_Invoice_or_APR.pdf

http://esa-p-help.sso.esa.int/Quick_Guide_How_to_approve_a_Confirmation_or_Invoice_or_APR.pdf

- b) In cases where the Agency's esa-p system is inoperative at the moment of submission of the confirmation, the Contractor may submit the confirmation by email to the Agency's Technical Officer mentioned in Article 5.1.1 a) of this Contract. A template confirmation form can be obtained upon request to esait.Service.Desk@esa.int.
- c) The Contractor undertakes to complete confirmations and invoices, and to strictly adhere to the instructions (including those for billing taxes and duties, where applicable) contained in esa-p.

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 the present Contract for signature. On invoices submitted via esa-p, the number shall be put in the respective field "VAT Exemption Number".

[SUB-OPTION 1: Exemption under national law:

- All establishments: when Prime is an IT entity

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

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.

[END SUB-OPTION 1]

[SUB-OPTION 2: when Prime is a GB entity & when Prime is a Norwegian entity]:

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

- 4.1.9 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 Article 4.1 above.
- 4.1.10 Any special charges related to the execution of payments shall be borne by the Contractor.
- 4.1.11 Any questions concerning the operation of esa-p shall be addressed to the ESA Helpdesk (mail to: esait.Service.Desk@esa.int).
- 4.1.12 Any questions concerning the latest status of due invoices can be addressed to the ESA Payment Officer (mail to: esa.payment.officer@esa.int).



4.2 The Agency shall pay the FFP in accordance with the schedule below, on achievement of the following milestones:

Milestone (MS) Description	Schedule Date	Payments from ESA to Institute [ISO code] in €
Progress Payment (MS 1): Upon the Agency’s acceptance of Technical Note 1 and the first three bi-monthly progress reports	(KO+6)	
Progress Payment (MS 2): Upon the Agency’s acceptance of the Mid-Term Report and confirmation of a successful Mid-Term Review	(KO+12)	
Progress Payment (MS 3): Upon the Agency’s acceptance of Technical Note 2 and the 9 th bi-monthly progress report	(KO+18)	
Final Settlement (MS 4): Upon the Agency’s acceptance of the Final Report, the Executive Final Paper, and all other deliverables (including the ‘Standard Cover Page for ESA Study Contract Reports’) due under the Partnership Agreement, together with the Agency’s confirmation of a successful Final Review	(KO+24)	
TOTAL		

[OPTION: if Advance Payment is applicable³]

Advance Payment(s) and other Financial Conditions:

Institute name (ISO Code)	ESA Entity Code	Advance Payment (in Euro)	Offset against	Offset by Euro	Condition for release of the Advance Payment
[ADD NAME AND ISO CODE]		[TOTAL ADVANCE AMOUNT]	MS x	[TOTAL ADVANCE AMOUNT]	Upon signature of the Agreement by both Parties

[END OF OPTION]

The Final Payment is subject to the submission of a statement on the eligible costs advising whether the eligible costs are in line with allowed percentage of the EISI Amount.

³ An SME has the right to request offset of the 35% advance at the end of the Contract, i.e. the last two milestones (ideally 25% at the last milestone and 10% at the preceding milestone), if this can be justified in view of the economic progress in the Contract.



ARTICLE 5 - SPECIFIC PROVISIONS

5.1 Approval / Representatives of the Parties during Contract Execution

For the purpose of this Contract, the authorised representative of the Agency’s Director General is Mr Rune Floberghagen, Head of Science, Applications & Climate Department (EOP-S).

The Agency’s representatives are:

- Technical Officer: Mrs Anna Maria Trofaier (EOP-SC) for technical matters, or a person duly authorised;
- Contracts Officer: Ms Dóra Tamás (CIP-POE) for contractual or administrative matters, or a person duly authorised, with copy to Luisa Rizzo (CIP-POE).

5.1.1 All correspondence for the Agency shall be addressed as follows:

a) for technical matters as follows:

	To:	With copy to:	
Name	Anna Maria Trofaier	Luisa Rizzo	Dóra Tamas
Telephone No.	+441235 444263	+390694180240	+390694180558
e-mail address	Anna.Maria.Trofaier@esa.int	luisa.rizzo@esa.int	Dora.Tamas@esa.int

b) All correspondence for contractual and administrative matters (with exception of invoices, for which all queries shall be sent as specified in section 4.1 above) shall be addressed to:

	To:	With copy to:	
Name	Luisa Rizzo	Anna Maria Trofaier	Dóra Tamas
Telephone No.	+390694180240	+441235 444263	+390694180558
e-mail address	luisa.rizzo@esa.int	Anna.Maria.Trofaier@esa.int	Dora.Tamas@esa.int

c) Personal Data Protection matters shall be addressed to the ESA Data Protection Officer at the following email address:
dpo@esa.int

5.1.2 Institute’s Representatives:

a) **[to be inserted]**, for technical matters or a person duly authorised by them (**the Institute’s Technical Officer**).

All correspondence for technical matters will be addressed to:

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



- b) **[to be inserted]**, for contractual and administrative matters or a person duly authorised by them **(the Institute’s Contract Officer)**.

All correspondence for contractual and administrative matters will be addressed to:

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

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

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

- 5.1.3 Communications related to the Contract affecting its terms and conditions shall only bind the Parties, if signed by the Agency’s and the Contractor’s duly Authorised Representatives.

5.2 Infringement of the Law – Infringement of Third Party Rights

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

- 5.2.2 In the event of a reasonable suspicion of infringement of any patent rights and other Intellectual Property Rights of Third Party, the Work being performed under this Contract shall be stopped immediately. Assessment of the suspicion shall be performed by the Contractor and if confirmed, both Parties shall agree on a new approach to achieve the objectives of this Contract, either by obtaining the applicable licence(s) from Third Party by the Contractor and/or by signing a Contract Change Notice (CCN) agreed upon between both Parties, in order to avoid the infringement. The purpose of the CCN shall be either to restart the Work, if plausible due under the changed circumstances; or to terminate the Contract, in accordance with Article 5.5.3 hereunder, if the infringement cannot be avoided.

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

5.3 Liabilities

- 5.3.1 Claims between the Parties in respect of damages to staff and goods occurring during the execution of the Contract shall be settled in the following manner:

- 5.3.1.1 Claims for injuries, including death, sustained by the Parties’ representatives or employees (staff) by virtue of their involvement in the Contract shall be settled in accordance with the Law governing the Contract.

5.3.1.2 Claims for damage caused by one of the Parties to goods owned by the other Party shall be settled in accordance with the Law governing the Contract. The liability of either Party for damage to goods owned by the other Party, except in cases of gross negligence or wilful misconduct, shall however not exceed the amount which is quoted in the Contract as the total Contract price.

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

5.4 Items made available by the Agency

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

5.5 Agency's Rights in Case of Contractor's Under-Performance

5.5.1.1 Should any of the results of the Work fail to meet the agreed requirements and/or specifications, the Agency reserves the right to reject such results and require their resubmission following an iteration of the relevant work by the Contractor at no additional charge.

5.5.1.2 Should any of the results of the Work fail to meet any of the agreed requirements and/or specifications to such an extent as to seriously jeopardise the performance of this Contract and/or to defeat its objectives, the Agency reserves the right to terminate this Contract.

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

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

5.6 Termination by the Institute

Should the work of the Post-doctoral Scholar be cancelled upon the Institute's or at the Institute's staff request, the Institute shall give the Agency prior written notice of three (3) months and the Partnership Agreement shall be deemed terminated on the expiry of that 3 month notice period, subject to fulfilment of all outstanding obligations stemming from this Partnership Agreement. During the notice period, work shall continue normally. One week before the end of the notice period, the Institute shall produce and deliver to the Agency a report summarising all work done up to that date.

In case of termination of the Partnership Agreement under this Article, any payments made by the Agency to the Institute covering working periods not fully completed by the Post-doctoral Scholar shall be reimbursed to the Agency pro-rata.

5.7 Changes to this Contract

This Contract does not foresee any changes increasing the scope or price of the Work. Any modification hereto shall, in any case, require the Agency's prior written approval.

ARTICLE 6: INTELLECTUAL PROPERTY RIGHTS

6.1 Information to be provided by the Institute

- 6.1.1 All information, data and results arising from work performed under this Partnership Agreement shall be delivered to the Agency. The Agency shall have the right to make such information, data and results available to States participating in Agency's *European Earth Watch Programme*, and to the persons and bodies under the jurisdiction of those States.
- 6.1.2 The Institute shall not mark any documents as "Proprietary Information" unless agreed in advance with the Agency. Any request from the Institute shall be submitted accompanied by an appropriate justification.

6.2 Ownership and Use of Intellectual Property Rights

[OPTION 1 – INSTITUTE TO OWN IPR]

- 6.2.1 *The Institute shall own all intellectual property rights (IPR) generated by the Post-doctoral Scholar in the frame of this Partnership Agreement.*
- 6.2.2 *The Institute has the right to apply for, and to own, any registered IPR arising from work performed under the Partnership Agreement. The Institute shall, as soon as possible, report to the Agency any results arising from such a work which may, in the Institute's opinion, be protected as registered IPR. The Institute shall state whether it intends to apply for such protection. At the Institute's specific request, in order to allow for filing of patent applications, the Agency shall not disclose any relevant information and results for a period of 12 months from the date it was reported to the Agency.*

The Institute shall subsequently inform the Agency of any application to register such results arising from work performed under the Partnership Agreement and within 2 months of the date of filing, provide the Agency with all details on that application. The Agency shall have an irrevocable right to use the information used in that application, for its own requirements, on the terms set out in Sub-Clause 6.2.2 below but, unless agreed otherwise with the Institute, the Agency shall not disclose such information until publication of the registration application.

- 6.2.3 *The Institute hereby grants and shall ensure throughout the Partnership Agreement that it remains entitled to grant the Agency and States participating in Earth Watch, without the need to implement a separate licence agreement, a free, unlimited, irreversible, non-exclusive, worldwide licence, with the right to grant sub-licences on the same terms, to use, copy, and distribute publicly (including by means of a publicly accessible website) all deliverables submitted to the Agency under the Partnership Agreement.*

Any person which copies, reproduces or publishes any or any part of a project deliverable shall, however, clearly acknowledge the Institute's rights over the products by duly citing the Institute as the creator of the material, together with any other acknowledgements which are required by the Institute or third party data suppliers.

[OPTION 2 – POST-DOCTORAL SCHOLAR TO OWN IPR]

- 6.2.4 *The Post-doctoral Scholar shall own all intellectual property rights (IPR) generated in the frame of this Partnership Agreement.*
- 6.2.5 *Prior to the completion of the project, the Institute shall ensure that the Post-doctoral Scholar grants the Agency and States participating in Earth Watch a free, unlimited, irreversible, non-exclusive, worldwide licence, with the right to grant sub-licences on the same terms, to use, copy, and distribute publicly (including by means of a publicly accessible website) all deliverables submitted to the Agency under the Partnership Agreement.*



6.2.6 *The Institute specifically represents and guarantees that the Post-doctoral Scholar has unrestricted entitlement to granting the rights required in Article 6.2.2 above, regardless of any other legal agreement which the Institute or the Post-doctoral Scholar may have concluded with any third party relating to the research work covered by the Partnership Agreement.*

6.3 Background Intellectual Property Rights

Background Intellectual Property Rights (**BIPR**) means any intellectual property rights which already exists at the date this Partnership Agreement enters into force and which has not been developed under a contract with the Agency.

The Agency authorises the Institute to use the following BIPR for the purposes of carrying out the research project and both parties shall comply with the following conditions of use:

Description of BIPR	Owner of BIPR	Conditions on which BIPR can be used during the project and after the project's
table to be completed		

The use of this BIPR for the purposes of this Partnership Agreement is included in the price agreed for the Partnership Agreement.

The Background Intellectual Property Rights owned by the Institute, the Agency or a Third Party shall remain the sole property of their owner.

6.4 Transfer outside the ESA Member States

6.4.1 The Institute shall inform the Agency in writing prior to any intended transfer to any entity in a non-ESA Member State or any international organisation of Intellectual Property Rights or any product, process, application or result arising from work performed under the Partnership Agreement.

6.4.2 The notification shall include the following information:

- the proposed transferee or licensee outside the ESA Member States;
- the terms of the intended transfer or licence (together with all countries of destination) and the intended use of the subject matter to be transferred or licensed;
- all relevant national approval procedures which need to be obtained to comply with national legislation, including a statement concerning approvals applied for or granted.

The Agency shall only disclose the information on a need to know basis to its staff and the members of the Agency’s Technology and Product Transfer Board.

6.4.3 In order to allow the Agency to formulate an explicit recommendation, the Institute, before entering into any unconditional commitment relative to the transfer, shall wait 5 weeks from submission of the written notification, following which term a favourable recommendation may be assumed.

ARTICLE 7: KEY PERSONNEL

- 7.1 The project shall be implemented by the Post-doctoral scholar nominated by the Institute, namely Ms/Mr **[to be inserted] (the Post-doctoral Scholar)**.
- 7.2 Any replacement of the Post-doctoral Scholar or part-time assignment to other tasks, which has the effect that the Post-doctoral Scholar is not available as foreseen in the Proposal, requires the prior written approval of the Agency's Representatives. Appropriate requests shall be accompanied by a justification for the proposed change and, where a replacement is proposed, by a comprehensive CV of the new Post-doctoral Scholar proposed. Except for exceptional cases, the replacement shall only be permitted if justified by reasons outside the Institute's control.
- 7.3 The Agency may for justified reasons ask for a replacement of the Post-doctoral Scholar. Such a request must be in writing and signed by the Agency's Representatives. Within one month of receiving the request, the Institute shall propose a suitably qualified replacement post-doctoral scholar.
- 7.4 The Institute commits to provide the Post-doctoral Scholar with a 2 years standard post-doctoral contract to perform the work.

Evidence of the contract shall be provided to the Agency's Representatives nominated at Article 5.1.2 above, within one (1) month from the date the contract has been signed by both parties. The Agency reserves the right to terminate this Partnership Agreement if this evidence has not been provided by that time.

- 7.5 The Institute has nominated the following representative, who is a **[role of the representative within the Institute]** at the Institute, to serve as the principal interface between the Agency and the Post-doctoral Scholar:

[to insert name and job title of representative].



Signed in electronic signature/duplicate originals,

In:

In:

On:

On:

For

For the European Space Agency (ESA)

..... [Name]
..... [Title]

Rune Floberghagen,
Head of Science, Applications & Climate Department
(EOP-S).

[OPTION FOR CONTRACTS PLACED UNDER ITALIAN LAW ONLY]

SPECIFIC APPROVAL

The Contractor certifies that he specifically approves the following conditions expressed herein:

- Art. 5.2: Infringement of the Law - Infringement of Third Party rights
- Art. 5.3.1: Damage to Staff and Goods
- Art. 5.3.2: Liability for Consequential Damages during the Execution of the Contract
- Art. 5.5: Agency's Rights in case of Contractor's Under-Performance

On behalf of the Contractor,

on this day

..... [Name]
..... [Title]

[END OPTION]



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

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

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

1. DEFINITIONS

The following specific definitions apply:

- (i) “Agreed Territory” (of Processing) means:
 - a) ESA Member States, as they are listed in the ESA website at URL: http://www.esa.int/About_Us/Welcome_to_ESA/New_Member_States;
 - b) European Union;
 - c) countries recognized by the European Commission as ensuring an Adequate Level of Protection of Personal Data under the European Union’s legal framework.
- (ii) “Data Privacy Regulations” means respectively:
 - a) ESA PDP Framework, i.e. the Personal Data Protection Framework applicable to ESA and available on ESA website at URL: http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations
 - b) the Personal Data protection laws and regulations applicable to the Contractor in the Agreed Territory of Processing which provide an Adequate Level of Protection under the ESA PDP Framework (e.g EU Regulations in the field of personal data protection, including but not limited to Regulation (EU) nr. 2016/679).
- (iii) “Personnel” means:
 - a) with respect to the Contractor: any employee, agent or representative acting under the responsibility of the Contractor or, if subcontracting is permitted, of Contractor’s subcontractors;
 - b) with respect to ESA: any employee, agent or representative acting under the responsibility of ESA (e.g. staff members and seconded agents, consultants experts or employees of third parties).

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

2. GENERAL

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

- a) the Contractor is governed by the Personal Data protection laws and regulations applicable to the Contractor in the Agreed Territory of Processing, which provide an Adequate Level of Protection under the ESA PDP Framework (e.g. EU Regulations in the field of personal data protection, including but not limited to Regulation (EU) nr. 2016/679).
- b) ESA is governed by PDP Framework, i.e. the Personal Data Protection Framework applicable to ESA and available on ESA website at the URL: http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations

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

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

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

3. PERSONAL DATA EXCHANGED BY THE PARTIES

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

- a) the Agency shall communicate to the Contractor only the Personal Data concerning ESA representatives/contact persons including name, work address, email and telephone numbers;
- b) the Contractor shall communicate to the Agency only:
 - (i) Personal Data concerning the Contractor’s representatives/contact persons including name, work address, email and telephone

- numbers;
- (ii) Personal Data concerning the Contractor's key Personnel, including title, name, work address, email, telephone numbers, education, professional experience, description of the person's job and responsibilities and the precise assignment of the person to the activity under the Contract.

4. PARTY'S OBLIGATIONS

- 4.1 Each Party is individually and separately responsible for complying with the level of protection resulting from its Data Privacy Regulations in relation to Personal Data, including the collection and update of the Personal Data that it communicates to the other Party, the lawfulness and the quality of such Personal Data and for the means by which they were collected. Should the legal basis for the collection of the Personal Data cease to exist or the quality of the Personal Data be affected, the Party will inform the other Party without undue delay.
- 4.2 The Parties shall preserve the rights and legal remedies of the Data Subject as recognised and protected in the Data Privacy Regulations applicable respectively to each Party. In particular, the Data Controller which disclosed the Personal Data to the other Party will respond to enquiries from Data Subjects and, as the case may be, from any competent authority concerning the data processing of the relevant Personal Data.
- 4.3 In case the Parties engage Processors to support their internal operations, including the Processing of the Personal Data exchanged, it is the responsibility of that Party to ensure that its Processors assume obligations consistent with the Data Privacy Regulations applicable to the respective Party, in order to guarantee an adequate level of protection of Personal Data.
- 4.4 The Party having received the other Party's Personal Data under the Contract shall Process such Personal Data only in the Agreed Territory of Processing.

5. DATA RETENTION

- 5.1 The Parties shall not retain or process the Personal Data exchanged longer than is necessary to carry out the purpose described in Article 2.3 herein, unless required otherwise:
- a) under the Data Privacy Regulations, (e.g. in the frame of audits, inspections and incidents) or
 - b) under the Party's statutory obligations.
- 5.2 The retention period shall be defined in the privacy notices of the Parties.
- 5.3 All Personal Data must be, effectively destroyed/deleted upon expiration of the retention period, unless conservation of such data is required for compliance with any legal or regulatory obligation to which the Party having received the Personal Data from the other Party is subject.

6. CONFIDENTIALITY

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

- a) limiting access to the Personal Data of the other Party only to their Personnel, that:
 - are required or authorized to access such Personal Data;
 - have committed themselves to confidentiality or are under a statutory obligation of confidentiality;
 - have received the appropriate Personal Data protection training.
- b) taking into consideration, in terms of IT tools, product, applications, the principles of personal data protection by design and by default.

7. SECURITY

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

- a) the on-going confidentiality, integrity, availability and resilience of Processing systems and services;
- b) measures to protect Personal Data from accidental, unlawful or unauthorized access, use, destruction, loss, modification or transfer.

8. DATA PROTECTION OFFICER/CONTACT POINT

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

9. TRANSFER

The Party having received the other Party's Personal Data under the Contract shall Process (and have processed by its authorised subcontractors or sub-processors) such Personal Data only in the Agreed Territory of Processing. No transfer of Personal Data outside the Agreed Territory is allowed without prior written approval of the other Party.

10. SUB-CONTRACTORS

- 10.1 The Contractor is authorised to disclose Personal Data received from the Agency to its Sub-contractors provided that:
- a) sub-contracting is specifically authorised by Contract and the Sub-contractors are indicated in the Contract;
 - b) all the general conditions set forth in this Annex are fulfilled; in particular the Processing of the

Personal Data by the Sub-contractors is performed for the purpose described in Article 2.3 herein and the Personal Data are not transferred outside the Agreed Territory.

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

11. PERSONAL DATA BREACHES

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

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

12. LAW – DISPUTE RESOLUTION

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



**APPENDIX 1
LAYOUT FOR CONTRACT CLOSURE DOCUMENTATION
(Rev 5: 2018-10)**

for
ESA Contract No. 4000xxxxx/20/I/NB
“[INSERT ACTIVITY TITLE]”,
hereinafter referred as the “Contract”

Section 1 – Parties, Contract Duration and Financial Information

Contractor	[CONTRACTOR NAME AND COUNTRY]	
Subcontractor(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 question, please indicate “n/a”.

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

Type	Ref. No.	Name / Title	Description	Replacement Value (EUR)/ Other	Location (4)	Property of	Rights granted / Specific IPR Conditions (5)
Documentation							
Hardware							
Software			<i>(Delivery in Object code / Source code?)</i>				
Other							

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

The Contractor, after agreement with the Agency with respect to the disposal/transfer of Inventory Items/Fixed Assets under the Contract, shall submit the Inventory/Fixed Asset Record as attachment to the CCD. For each Item/Fixed Asset, the information as requested by Appendix 4 to the Contract shall be provided in the Record.

Table 2.1.3 – Customer Furnished Items and Items made available by the Agency

[Option 1]

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

⁴ 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.)

⁵ e.g. IPR constraints, deliverable containing proprietary background information (see also 2.1.4 below)



[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 Subcontractor(s) and/or a Third Party(ies) 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 2.1.4 – 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 <i>(title, description)</i>	Owner <i>(Contractor / Subcontractor(s)/ Third Party(ies))</i>	Affected deliverable <i>(which documents, hardware, software, etc.)</i>	Description impact on ESA’s rights to the deliverable (6)	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/Subcontractor(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. 2, the “GCC”) have been generated in the course of or resulting from work undertaken for the purpose of this Contract.

[END OF OPTION 1]

⁶ if not explicitly stated otherwise, the contractual stipulations shall prevail in case of conflict with the description provided in this table



[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. 2, 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/Subcontractor(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:

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>

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 (for additional information on definitions, please refer to ECSS-E-AS-11C).



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

NOTE: The TRL shall be assessed by ESA. The 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 two hundred (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.

The above statements provided in the various sections of this Annex A “Layout for Contract Closure Documentation” for ESA Contract No. 4000xxxxxx/xx/XX/XXX/xxx [insert the corresponding Contract number] have been made after due verifications.	
The Contractor furthermore certifies that all its obligations with regard to Fixed Assets, if any, have been fulfilled.	
If required by ESA, an updated version shall be provided for incorporating amendments requested by ESA.	
Name of Contractor: [insert Contractor name]	
Authorised signatory: [insert Authorised signatory full name]	[signature of the Authorised signatory]
Date: [insert date]	



Appendix 2

CCI Research Fellowship Project Proposal