

**ESA Cooperative Agreement
No. 4000xxxxxx/xx/D/MB**

with

[Partner]

**COSMIC Competitiveness
[title of activity]**



DRAFT COOPERATIVE AGREEMENT

Between:

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

having its seat at: 8-10 rue Mario Nikis, CS 45741, 75738 Paris CEDEX 15, France

represented by its Director General, Mr Josef Aschbacher,

acting through its establishment:

the **European Space Operations Centre (ESOC)**

located at Robert-Bosch-Strasse 5
64293 Darmstadt
Germany

of the one part,

and

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

whose registered office is at

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

represented by its, Ms/Mr,

of the other part,

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

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PREAMBLE

Whereas:

- The activity described in Article 1 of the present Cooperative Agreement is implemented in the frame of the Agency's Space Safety Programme (S2P) relating to the "Implementation of the Competitiveness Segment under COSMIC".
- The objectives of the Competitiveness Segment under COSMIC are developments for the Space safety's market and commercialisation dimensions by shortening the innovation path from technology to product/service and acting as trial user and early adopter of industry's products/services, thus reducing business risks. Being industry driven and subject to a fast-track procurement process to shorten the time to market, it addresses activities in all areas of COSMIC, i.e. Space Weather, Planetary Defence, Space Debris and Clean Space.
- An essential element of this Cooperative Agreement is the contribution of funds by ESA and the Partner for the activities carried out under the Cooperative Agreement.
- ESA has agreed that the activity described in Article 1 hereafter meets the objectives of the Programme.
- The Parties are willing to each contribute to the cost of the activity.
- The Agency and the Partner intend to be actively involved at technical level, in the implementation and management of the activity. This involvement includes decision making, technical assistance and regular communication between the Agency and the Partner.
- The Agency will monitor the progress and performance at agreed technical and financial milestones.

The Parties herewith agree to execute the Work at the specific conditions set forth hereafter:

DEFINITIONS

“Advance Payment”	means a payment foreseen in the Cooperative Agreement intended to provide the Partner with liquidity to allow the initiation of the work under the Cooperative Agreement.
“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, which for the purpose of this agreement excludes, for the avoidance of doubt, activities and programmes in the field of non-space or downstream applications.
“Cooperative Agreement”	An agreement, including any amendment to such agreement, resulting from a Call for Proposals without Procurement, established in writing between the Agency and a Partner, whereby the Agency shall (co-)fund an activity to be carried out by the Partner, without the Procurement by the Agency of the resulting goods or services.
“Day”	means calendar day.
“Intellectual Property Rights”	shall include all rights relating to literary, artistic and scientific works, performances of performing artists, phonograms, and broadcasts, inventions in all fields of human endeavour, scientific discoveries, industrial designs, trademarks, service marks, and commercial names and designations, protection against unfair competition, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
“Legitimate Commercial Interests”	means an interest the Partner can demonstrate which is essential to its ability to commercially exploit Intellectual Property Rights arising from work performed under the Cooperative Agreement 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.

“Market Conditions”

means conditions a seller is willing to sell on and a purchaser is willing to accept without restrictions or influence by the Agency.

“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, which for the purpose of this agreement excludes, for the avoidance of doubt, activities and programmes in the field of non-space or downstream applications.

“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: successful achievement, certified in writing by the Agency’s representatives, of a milestone defined in the milestone payment plan of a fixed price Cooperative Agreement.

“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 trademarks or equivalent rights and rights of action anywhere in the world.

“Subcontractor”

means the economic operator who is under contract to a Partner of the Agency to provide supplies or services in support of a Cooperative Agreement placed by the Agency.

“Third Party”

means a natural or legal person having not signed the Cooperative Agreement.

ARTICLE 1 - SUBJECT OF THE COOPERATIVE AGREEMENT; GENERAL TERMS OF EXECUTION

- 1.1 The Parties will jointly pursue the objective of the activity as described in the Full Proposal referenced under Article 1.2 here below (all hereafter referred to as the “Work”). The Partner shall make available for final review the [hardware and/or the software and related documentation], shall deliver the report as described herein, and shall make an oral presentation of the results, for validation of the Work by the Agency.
- 1.2 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 Cooperative Agreement with its Appendix 1 (Cooperative Agreement Change Notice).
 - b) The signed Minutes of the Negotiation Meeting held on ..., reference ..., issue ..., revision ..., dated ..., [OPTION: if changes or clarifications to the Proposal have been agreed at negotiation meeting] modifying sections (insert references) of the Proposal **END OPTION**], not attached hereto but known to both Parties.
 - c) The Partner’s Full Proposal, reference ..., issue ..., revision ..., dated ..., not attached hereto but known to both Parties.
- 1.3 General Terms of Execution
- 1.3.1 The language of this Cooperative Agreement and of all communications hereunder shall be English. The substantive law according to which this Cooperative Agreement shall be construed is the law of [Country].
- 1.3.2 The Parties shall use their best endeavours to amicably settle any dispute arising out of the Cooperative Agreement. When a dispute arises out of the Cooperative Agreement, the matter may be referred to a Dispute Adjudication Board (DAB). Referral of a dispute to the DAB shall not suspend the performance of the Cooperative Agreement or any part of it.

The DAB shall consist of 2 high-level representatives of each Party, to be nominated by the Agency and the Partner through an exchange of letters. One representative on each side shall be from the technical side, the other from the administrative side. Experts may be appointed by each Party to advise the DAB.

Both Parties shall promptly make available to the DAB, all information, documentation, access to the facilities and the Parties’ sites as the DAB may require for the purposes of making a decision on such dispute, subject to national or international security restrictions.

If necessary, the parties may request the intervention of the Agency's Industrial Ombud to facilitate the resolution of the dispute by the DAB, as a member of the DAB. Each party shall bear its own costs.

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 (1) or three (3) arbitrators designated in conformity with such Rules. The Arbitration Tribunal shall sit in [City, Country]. 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.

- 1.3.3 The Partner shall be fully responsible towards the Agency for the proper execution of the Work, **[OPTION: if Subcontractors]** including any subcontract agreed hereunder. Subcontracts other than those specified in Article 3 below are expressly excluded.

The conditions of the subcontracts shall secure for the Agency any rights granted to it under the terms of this Cooperative Agreement.

The Subcontractor shall have the same rights and obligations in relation to the work to be performed under the subcontract that the Partner has agreed in relation to the Work performed under the present Cooperative Agreement and the Partner shall in particular ensure that only the Subcontractor has the rights and obligations set out under Article 6.2.1 (Ownership of Intellectual Property Rights), Article 6.2.2 (Use of Intellectual Property Rights), and Article 6.3 (Transfer outside Member States). In the exceptional case when work is carried out jointly by the Partner and one or more Subcontractors, the Parties will agree to normally vest the ownership of the Intellectual Property Rights in the principal contributor to the development, provided the principal contributor is able and willing to exploit such rights, and compensation in form of a licence and/or payment is agreed. In such case, the assignment shall be notified to the Agency, and the subcontract shall be drafted to comply with these provisions. In case of subcontracts not funded by the Subcontractor, these rights and obligations shall be negotiated and agreed to by the Partner and Subcontractor, subject to the Agency's approval.

Notwithstanding the normal communication lines within the consortium, and the overall responsibility of the Partner to ensure proper and timely placing of subcontracts and processing of payments throughout the consortium, the Partner shall ensure that the below provisions are duly reflected in all subcontracts entered into for the purpose of this Cooperative Agreement:

Should any Subcontractor encounter serious difficulties in the process leading to:

- (i) timely payment of due invoices (i.e. related to a milestone already achieved) to be made by the Subcontractor's direct customer (i.e. not ESA), or
- (ii) contractual coverage of activities already kicked-off,

the said Subcontractor may directly contact the Agency at:
indirectpayments@esa.int.

In doing so, such Subcontractor shall attach the Standard Contact Form, available at: <https://esastar-publication.sso.esa.int/supportingDocumentation> properly filled in or provide the same information in the body of the email.

In case any Subcontractor has SME status, as per the definition of SMEs given by the European Commission:

<http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32003H0361&from=EN>,

the Partner shall ensure that the relevant subcontract foresees an automatic grant of a 35% Advance Payment of its part of the Agency funding irrespective of any cash disbursement needs.

The Partner shall have the responsibility of obtaining the self-certification of the Subcontractor('s)(s') SME status as per certification model provided in the tender documentation. **END OPTIONJ**

- 1.3.4 The Partner shall, at all times, comply with the co-funding conditions specified in Article 3, as agreed for this Cooperative Agreement.
- 1.3.5 The Partner shall, in accordance with the Agency's Policy on the Prevention, Detection and Investigation of Fraud, to the extent allowed by applicable national law, cooperate with the Agency's investigation team in any investigation of fraud initiated by the Agency and inform its personnel of their obligation to cooperate accordingly. The Partner shall ensure that this provision is duly reflected in all subcontracts entered into for the purpose of this Cooperative Agreement.
- 1.3.6 Any publicity material prepared by the Partner related to an activity performed by the Partner in the context of this Cooperative Agreement shall acknowledge that the activity is/was carried out "under a programme of, and co-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.
- 1.3.7 This Agreement creates no joint venture, partnership or agency between the parties and may not be assigned except to the successor in a sale, merger or acquisition of the assignor. This Agreement is created solely for the benefit of the Agency and the Partner and confers no rights or remedies on any Third Parties.

ARTICLE 2 - MANAGEMENT REQUIREMENTS, VALIDATION OF RESULTS AND DELIVERY OF REPORTS

2.1 General

- 2.1.1 Payment milestones shall be considered as achieved only when the Agency validates that the payment milestone conditions have been met, and the required reports are in the Agency's possession.
- 2.1.2 Should it seem likely that the originally specified payment milestone achievement date(s) may be exceeded, the Partner shall immediately notify the Agency in writing and provide a detailed justification for the delay.
- 2.1.3 No price adjustment in favour of the Partner will be applicable for the period of delay in payment milestone achievement.

Should the Agency conclude that the delays in payment milestone achievement have impaired the intended objectives of the Work, the provisions of Article 5.6 below shall apply.

- 2.1.4 Should in the execution of this Cooperative Agreement a need arise to provide the Agency with information, which is subject to export control laws and regulations, the Partner 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 Management Requirements

The Partner shall provide a progress report to the Agency's representatives, at Partner and Subcontractor level, for each payment milestone addressing project progress and outcomes, arising from Work performed under the Cooperative Agreement, with respect to the activities shown on the latest agreed bar-chart. If no updated bar-chart was agreed, the bar-chart included in the Partner's proposal will be applicable.

2.3 Validation of Results

The Agency's validation of the Work shall be declared upon verification, by the Agency that the payment milestone conditions have been met. The hardware and/or Software and/or technical documentation are not subject to formal acceptance and rejection. Nevertheless, the satisfactory progress and results of the Work, shall be submitted to the Agency for validation that the payment milestone conditions have been met. In the case of the Partner's under-performance, the provisions of Article 5.6 below shall apply.

2.4 Deliverable Documents

2.4.1 The Partner shall, during the performance of this Cooperative Agreement, deliver all documentation and reports specified in the Partner's Proposal, **[SUB-OPTION if applicable]** as modified in the signed Minutes of Negotiation Meeting] in the format and quantities specified therein.

These shall be sent to the Agency's Technical Officer mentioned in Article 5.1, unless otherwise specified, in accordance with the following specific provisions in Article 2.4.2:

2.4.2 The Final Report shall be submitted for approval, in electronic format, to the Agency's Technical Officer specified herein, not later than two (2) weeks prior to the Final Review.

The Final Report shall be suitable for publication in a scientific or technical journal. Commercially sensitive information shall not be part of the Final Report itself but shall be presented as a separate document marked "Proprietary Sensitive Information" in accordance with the provisions in Article 6.1.2. The Agency shall have wide distribution rights of the Final Report, except for the separate document marked and containing "Proprietary Sensitive Information".

ARTICLE 3 - COST AND FUNDING

The agreed cost presented by the Partner for this Cooperative Agreement amounts to:

... EUR
 (... Euros)

towards which the Agency contributes a maximum of **[INSERT PERCENTAGE: %]**. According to these calculations, the Agency’s funding of this activity (the “Agency funding”) amounts to:

... EUR
 (... Euros)

broken down **per Partner and Subcontractor(s)** as follows:

Company Name	ESA Entity Code	Type P/Partner Subco Indirect	Country (ISO Code)	Total Amount co-funding	Total Amount in Euro

- 3.1 Any amount stated above does not include any value added taxes (“VAT”) or import duties.
- 3.2 The difference between the agreed cost of the activity and the Agency funding shall be funded by the Partner through its internal funds, and shall not be recharged to the Agency in another Cooperative Agreement nor Contract, nor in the form of overheads.
- 3.3 The Agency’s financial contribution to the Cooperative Agreement shall not be used for purposes other than those for which they were originally granted.
- 3.4 In view of the co-funded nature of the activity, the Partner shall exercise effective means of cost control and certification of the expenses of the activity. Hence, the Partner shall provide, upon completion of the Works, the following documents signed by a senior financial representative of the Partner or external accountant representing the Partner:

A cost certification from the Partner as follows:

“I, (insert name), do hereby certify that an internal audit of the costs incurred under this Cooperative Agreement has been conducted to verify that the company’s and each subcontractor’s, if any, cost accounting system and rules and the Agency’s requirements in Annex I to the General Clauses and Conditions for ESA Contracts (ESA/REG/002, rev. 4), available on:

<https://esastar-publication.sso.esa.int/supportingDocumentation>, under “Reference Documentation” – “Administrative Documents”, with respect to costs incurred under this Cooperative Agreement, have been observed.

I further certify that the company’s contribution to this Cooperative Agreement has been provided from (specify source) and has not been and will not be included in rates and overheads applied for this Cooperative Agreement or any other Cooperative Agreement or contract with the Agency.”

The Agency reserves the right to request PSS-A2 forms of the Partner **[OPTION if Subcontractors]**: and each co-funding Subcontractor] available on:

<https://esastar-publication.sso.esa.int/supportingDocumentation>, under “Reference Documentation” – “Administrative Documents, including the relevant Exhibit A for the cost actually incurred for work under the Cooperative Agreement, in the event the Agency decides to perform cost control operations and/or an Industrial Cost Audit in terms of Annex I to the ESA Contracting Regulations (ESA/REG/001, REV.6), available on:

<https://esastar-publication.sso.esa.int/supportingDocumentation>, under “Reference Documentation” – “Administrative Documents.

- 3.5 The Partner undertakes to permit the Agency to perform cost control operations as stipulated in Annex I to the General Clauses and Conditions for ESA Contracts (ESA/REG/002, rev. 4), available on:
<https://esastar-publication.sso.esa.int/supportingDocumentation>, under “Reference Documentation” – “Administrative Documents”, at any time during the execution of the Cooperative Agreement, in order to ascertain whether the co-funding element is in place and also with regard to the information included in the Partner's cost certification and corresponding PSS-A2 forms.
- 3.6 The Agency’s right to exercise the above cost control shall be enforceable for three (3) years after submission of the Partner's certified statement of cost unless it is delayed for reasons the Partner is responsible for. For this purpose, the Partner **[OPTION: and the Subcontractors]** shall keep records and other supporting documentation in order to prove the proper implementation of the Cooperative Agreement, including the co-funded element. The records and supporting documentation shall be made available upon the Agency’s request or in the context of checks, reviews, audits or investigations. If there are on-goings checks, reviews, audits, investigations or other pursuits of claims under the Cooperative Agreement, the Partner **[OPTION: and the Subcontractors]** shall keep the records and other supporting documentation until the end of these procedures.
- 3.7 Notwithstanding the Agency’s funding of this Cooperative Agreement being a Firm Fixed amount, the Agency reserves the right to request to the Partner the pro rata adjustment of the Agency’s funding of the agreed cost if, as a result of the above cost control operations, the Agency concludes that the maximum percentage contributed by the Agency stated in Article 3 has been exceeded. The pro rata adjustment of the Agency’s funding of the agreed cost may result in the reduction of the Agency’s payments or the Partner’s obligation to refund part of the amounts

already paid or the Partner's obligation to conduct agreed additional work equivalent to the value identified.

- 3.8 The abovementioned Agency funding is hereby defined as a Firm Fixed amount and, as such, the agreed Firm Fixed funding by the Agency shall not be subject to any adjustment or revision by reason of the increase of the actual costs incurred by the Partner in the performance of this Cooperative Agreement.

ARTICLE 4 - PAYMENTS AND INVOICING

4.1 Payments

Payments shall be made within thirty (30) days of submission via esa-p to ESA 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 Advance Payment:

- Advance Payment Request (“APR”) (if any): to be submitted after signature of this Cooperative Agreement by both Parties. The Advance Payment constitutes a debt of the Partner to the Agency until it has been set-off against subsequent milestone(s) as shown in Article 4.2 here below.

4.1.2 Progress Payment(s)²:

- Milestone Achievement Confirmation (“MAC”) (hereinafter referred to as “confirmation”) with supporting documentation, as necessary, submitted by the Partner 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.

4.1.3 Final Settlement:

- Confirmation submitted by the Partner with supporting documentation as necessary attached in esa-p. The supporting documentation shall justify the actual achievement of the milestone as defined in the Payment Plan specified in Article 4.2 here below; and
- Invoice; and
- Payment milestone achievement, and validation by the Agency, of all due items and fulfilment of all other obligations in accordance with the terms of this Cooperative Agreement; and
- The signed certification of the Partner’s senior financial representative accountant or external accountant as per Article 3 above.

Payments shall be made according to the provisions hereunder:

4.1.4 The Agency shall credit the account of the Partner to the Partner’s benefit **[OPTION: if Subcontractor(s)]** and to the benefit of the Partner’s Subcontractor(s). The

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.

Partner shall be responsible for approving or rejecting, within ten (10) days of receipt, the relevant Subcontractor('s)(s') invoice(s) and related supporting documents (e.g. MACs, Cost Reports). The Partner shall also be responsible for paying the accounts of its Subcontractor(s), for this Cooperative Agreement, in accordance with the applicable law and normal commercial practice. The Partner shall indemnify the Agency against any claims arising from such Subcontractor(s), caused by the Partner's failure to pay the Subcontractor(s). The Partner shall supply to the Agency, upon request, evidence of the payment(s) made to its Subcontractor(s).

[END OPTION]

The Agency shall be afforded all the necessary visibility, whether remotely or by means of inspection of the Partner's **[and Subcontractor('s)(s')]** premises, in order to ascertain the progress of the Work prior to authorising the relevant payment.

- 4.1.5 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.
- 4.1.6 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 the 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.

- 4.1.7 All invoices shall be submitted to the Agency in electronic form through the esa-p on-line system.
- a) The Partner 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 Partner has no access to the Agency's esa-p system at the time of signature of this Cooperative Agreement, an immediate request for an esa-p user account shall be made by the Partner to the ESA Helpdesk (mail to: esait.Service.Desk@esa.int), specifying a contact name, the company name and the ESA Cooperative Agreement Number.
 - b) In cases where the Agency's esa-p system is inoperative at the moment of submission of the confirmation, the Partner may submit the confirmation by email to the Agency's Technical Officer mentioned in Article 5.1.1 a) of this Cooperative Agreement. A template confirmation form can be obtained upon request to esait.Service.Desk@esa.int.
 - c) The Partner 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.

- 4.1.8 Payments shall be made by the Agency in EURO to the account specified by the Partner. 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.
- 4.1.9 Any special charges related to the execution of payments shall be borne by the Partner.
- 4.1.10 Any questions concerning the operation of esa-p shall be addressed to the ESA Helpdesk (mail to: esait.Service.Desk@esa.int).
- 4.1.11 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 following Payment Plan is agreed for this Cooperative Agreement:

Milestone (MS) Description	Schedule Date	Payments from ESA to Partner (in Euro)	Country (ISO code)
<p><u>Progress (MS1)</u>: Upon successful achievement of defined success criteria/key performance indicators and validation of all related results and reports including evidence of the signature of the Subcontracts.</p> <p>Success criteria/key performance indicators: (Add list of criteria and/or performance indicators against which the milestone fulfilment will be evaluated.) KPI-01 to KPI-04, KPI-07</p>	To + ... months	XXX	XXX
<p><u>Progress (MS2)</u>: Upon successful achievement of defined success criteria/key performance indicators and validation of all related results and reports.</p> <p>Success criteria/key performance indicators: (Add list of criteria and/or performance indicators against which the milestone fulfilment will be evaluated.) KPI-01 to KPI-06, KPI-07, KPI-09</p>	To + ... months	XXX	XXX
<p><u>Final Settlement (MS3)</u>: Upon successful achievement of defined success criteria/key performance indicators and validation of all related results and reports, including a report on the Registration status of IPR due under the Cooperative Agreement and the Partner’s fulfilment of all other contractual obligations including evidence of the implementation of the co-funded element by the Partner and the Subcontractors.</p> <p>Success criteria/key performance indicators: (Add list of criteria and/or performance indicators against which the final settlement will be evaluated.) KPI-08, KPI-09</p>	To + ... months	(not less than 10% of the total Cooperative Agreement price)	XXX
TOTAL		XXX	

Advance Payment(s)³ and other Financial Conditions:

Partner (P)	Company Name	ESA Entity Code	Country (ISO code)	Advance Payment (in Euro)	Offset against ⁴	Offset by Euro	Condition for release of the Advance Payment
P				Amount	MSx	Amount	Upon signature of the Cooperative Agreement by both Parties

[OPTION: if Subcontractor(s)]

For information purposes only, distribution by the Partner of ESA’s payments between the Partner and the Subcontractor(s):

For information purposes: Amounts in Euro for Partner and Subcontractor(s)						
Milestone	Insert Partner	Insert Country (ISO code)	Insert Subcontractor A	Insert Country (ISO code)	Insert Subcontractor B	Insert Country (ISO code)
MS1						
MS2						
MS3						
TOTAL						

[SUB-OPTION: if the Advance Payment also applies to Subcontractor(s)]

³ Whenever an SME (as per definition in: <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32003H0361&from=EN>) is involved as Partner or Subcontractor, it shall be entitled to a 35% Advance Payment of its part of the Agency funding irrespective of any cash disbursement needs.

⁴ An SME has the right to request offset of the 35% advance at the end of the Cooperative Agreement, 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 Cooperative Agreement.

For information purposes only, distribution by the Partner of ESA’s Advance Payments between the Partner and the Subcontractor(s):

For information purposes only: Amounts in Euro for Partner and Subcontractor(s)							
Partner (P) or (SI)	Company Name	ESA Entity Code	Country (ISO code)	Advance Payment (in Euro)	Offset against ⁵	Offset by Euro	Condition for release of the Advance Payment
P				Amount	MSx	Amount	Upon signature of the Cooperative Agreement by both Parties
SI				Amount	MSx	Amount	Upon signature of the Cooperative Agreement by both Parties
SI				Amount	MSx	Amount	Upon signature of the Cooperative Agreement by both Parties

[END SUB-OPTION]
[END OPTION]

⁵ An SME has the right to request offset of the 35% advance at the end of the Cooperative Agreement, 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 Cooperative Agreement.

ARTICLE 5 - SPECIFIC PROVISIONS

5.1 Approval / Representatives of the Parties during Cooperative Agreement Execution

For the purpose of this Cooperative Agreement, the authorised representative of the Agency’s Director General is Mr Holger Krag, the Head of the Space Safety Programme Office (H/OPS-S).

5.1.1 The Agency’s representatives are:

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

All correspondence for technical matters shall be addressed as follows:

	To:	With copy to:
Name		Maren.Bednarek@esa.int
Telephone		
e-mail address		
Mail address	European Space Operations Centre Robert-Bosch-Strasse 5 64293 Darmstadt Germany	

- b) **Ms Maren Bednarek (CIC-COM)** for contractual and administrative matters or a person duly authorised by her (the “Contracts Officer”).

All correspondence for contractual and administrative matters (with the exception of invoices as mentioned in Article 4 above) shall be addressed as follows:

	To:	With copy to:
Name	Maren Bednarek	xxx@esa.int
Telephone	+49 160 171 3929	
e-mail address	Maren.Bednarek@esa.int	
Mail address	European Space Operations Centre Robert-Bosch-Strasse 5 64293 Darmstadt Germany	

- 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 Partner’s Representatives:

a) for technical matters as follows:

	To:	With copy to:
Name		
Telephone		
Email Address		
Mail address		

b) for contractual and administrative matters as follows:

		To:
Name		
Telephone		
Email Address		
Mail address		

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

	To:
Name	
Telephone	
Email Address	
Mail Address	

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

[OPTION 1 or 2 below to be selected by the Partner. N.B. electronic signature encompasses both, simple electronic signature (handwritten scanned) or the use of e-signing digital tools]

[OPTION 1: electronic signature using digital signatures only, both Parties to sign using e-signing digital tools]

The Parties agree that digital signature of this Cooperative Agreement shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Cooperative Agreement.

[END OPTION 1]

[OPTION 2: electronic signature. Each of the Parties can use either e-signing digital tools or simple electronic signature (handwritten scanned)]

The Parties agree that electronic signature of this Cooperative Agreement shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Cooperative Agreement.

[END OPTION 2]

5.2 Personal Data Protection

5.2.1 The Agency shall be a separate Data Controller of the personal data of the Partner specified in Article 5.1.2, as well as in the Proposal.

5.2.2 The Agency processes Personal Data subject to the ESA PDP Framework, i.e. the Personal Data Protection Framework applicable to ESA and available at:
http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations.

5.2.3 A Privacy Notice regarding the processing of the Personal Data by the Agency for this processing operation is available at:
<https://esastar-publication.sso.esa.int/supportingDocumentation/details/39>.

5.2.4 The Partner shall share the above-mentioned ESA Privacy Notice, with all Key Personnel whose Curricula Vitae were submitted to ESA.

5.2.5 The Partner shall be a separate Data Controller of the contact details of the Agency's Representatives as specified in Article 5.1.1.

5.2.6 The Partner shall process the above-mentioned contact details of the Agency's Representatives subject to the Personal Data protection laws and regulations applicable to the Partner (e.g. EU Regulations in the field of personal data protection, including but not limited to the General Data Protection Regulation (Regulation (EU) nr. 2016/679) (hereinafter "GDPR").

5.2.7 The Personal Data exchanged by the Parties in the frame of this Cooperative Agreement will only be processed for:

- a) the performance of the Cooperative Agreement, including implementation, management, monitoring, audits and the fulfilment of the obligations set out herein.
- b) the management of the relationship of the Parties in relation to the Cooperative Agreement, notably for administrative, financial, audit or for communication purposes.
- c) the compliance with any legal or regulatory obligation to which a Party is subject.

5.3 Infringement of the Law - Infringement of Third Party Rights

5.3.1 The Agency shall not be responsible if the Partner infringes the laws or statutes of its country or of any other country whatsoever.

5.3.2 In the event of a reasonable suspicion of infringement of any patent rights and other Intellectual Property Rights of a Third Party, the Work being performed under this Cooperative Agreement shall be stopped immediately. Assessment of the suspicion shall be performed by the Partner and, if confirmed, both Parties shall agree on a new approach to achieve the objectives of this Cooperative Agreement, either by obtaining the applicable licence(s) from the Third Party by the Partner and/or by signing a Cooperative Agreement Change Notice (CCN) agreed upon between both Parties, in order to avoid the infringement. The purpose of the CCN shall be either to (i) restart the Work, if plausible, due under the changed circumstances; or (ii) terminate the Cooperative Agreement, in accordance with Article 5.6.6 hereunder, if the infringement cannot be avoided.

Notwithstanding the above, the Partner 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 a Third Party with respect to the Work under this Cooperative Agreement. 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 validation.

5.4 Liabilities

5.4.1 Claims between the Parties in respect of damages to workforce and goods occurring during the execution of the Cooperative Agreement shall be settled in the following manner:

5.4.1.1 Claims for injuries, including death, sustained by the Parties' representatives or workforce by virtue of their involvement in the Cooperative Agreement shall be settled in accordance with the Law governing the Cooperative Agreement.

5.4.1.2 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 Cooperative Agreement. Except in case of gross negligence or wilful misconduct, the total aggregate liability of either Party for damage to goods owned by the other Party shall not exceed the highest amount between the Agency's funding and the Partner's funding, quoted in the Cooperative Agreement.

5.4.1.3 Except in case of gross negligence and wilful misconduct, the Parties shall not be liable towards each other for indirect or consequential damages sustained by the Parties, arising from and during the execution of the Cooperative Agreement. For the sake of clarity and as an example, indirect or 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 workforce' productivity or loss of services of such persons; loss of opportunity; loss of rental expenses; financial impact on other connected activities of either party.

5.4.1.4 The Partner shall indemnify and hold the Agency harmless from all claims, damages, losses and expenses (including legal fees and expenses) raised by Third Parties against the Agency for damages sustained due to a defect in a product manufactured and/or produced as part of the Work under the Cooperative Agreement.

5.5 Items Made Available by the Agency

[OPTION 1]

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

[END OPTION 1]

[OPTION 2]

[SUB-OPTION 2a to be used for Hardware]

The Agency will make available to the Partner the item(s) listed below:

Item	Replacement Value

The Partner shall confirm to the Agency its decision to use the item(s).

The Partner shall take responsibility for the item(s) and their proper use, handling, maintenance, transport and storage with the level of care expected from an expert professional.

The Partner is liable and bears the risk for the item(s) from the time the item(s) **is/are** physically delivered to the Partner until **[INSERT POINT IN TIME]**.

In case of loss of- or damage to the item(s), the Partner will replace or repair or refund the item(s), to be decided by the Agency following consultation with the Partner.

[END SUB-OPTION 2a]

[SUB-OPTION 2b to be used for Software]

The Agency will make available to the Partner the item(s) listed below:

Item

[SUB-OPTION: licence agreement(s) foreseen]

The items listed above shall be made available to the Partner through an appropriate legal agreement. In any case, the said legal agreement shall be

entered into only for the purpose of achieving the objectives of this Cooperative Agreement and only for the duration of this Cooperative Agreement.

[END SUB-OPTION]

[END SUB-OPTION 2b]

The ownership of the item(s) remains with the Agency.

After the execution of the Cooperative Agreement, the item(s) made available to the Partner will be returned to the Agency in a [modified state] [in the same state] it/they was/were made available to the Partner or shall be disposed of.

[END OPTION 2]

5.6 Agency's Rights in Case of Partner's Under-Performance

- 5.6.1 Should the Partner fail to achieve the results as agreed in Article 1.2, the Agency reserves the right to reject such results and require their resubmission following an iteration of the relevant Work by the Partner at no additional charge.
- 5.6.2 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 Cooperative Agreement and/or to defeat its objectives, the Agency reserves the right to terminate this Cooperative Agreement after considering the explanations provided by the Partner, following a formal written notification to the Partner to provide explanations within 10 (ten) working days.
- 5.6.3 Should the Partner fail to obtain an export authorisation from the competent national authority, the Agency shall have the right to terminate this Cooperative Agreement without further notice.
- 5.6.4 The Agency reserves the right, after full consideration of all relevant circumstances, including the observations of the Partner, and following a formal notification, to terminate a Cooperative Agreement in the event of the Partner's failure to meet the co-funded element (partial or totally) to be provided by the Partner [and the Subcontractors].
- 5.6.5 The Partner shall provide within 14 (fourteen) calendar days the information, if any, requested by the Agency in the special conditions of termination specified in the formal notification under 5.6.4. Upon receipt of the information requested to the Partner, if any, the Agency shall inform the Partner in writing of the final conditions of termination. Failure by the Partner to provide the information requested within 14 (fourteen) calendar days, will result on the special conditions of termination becoming final and enforceable by the Agency.
- 5.6.6 Termination of this Cooperative Agreement as specified above shall entail no compensation being due to the Partner other than the amounts corresponding to the milestone payments already made hereunder at the time of serving the termination notice. Any amounts corresponding to Advance Payments not entirely offset hereunder shall remain payable to the Agency.

5.7 Termination in Special Cases

- 5.7.1 The Agency may at any time terminate the Cooperative Agreement by giving written notice with immediate effect in case of fraudulent practices in connection with the Cooperative Agreement, especially by deceit concerning the nature, quality or quantity of the supplies, and the methods or processes of manufacture employed or by the giving or offering of gifts or remuneration for the purpose of bribery to any person in the employ of a Member State or of the Agency or acting on its behalf, irrespective of whether such bribes or remuneration are made on the initiative of the Partner or otherwise. The list of fraudulent practices is non-exhaustive. Therefore, the term includes a wide range of misconduct like theft, corruption, embezzlement, bribery, forgery, misrepresentation, collusion, money laundering and concealment of material facts that may affect, amongst other, the implementation of the co-funded element or the nationality accounted for by the Agency, as well as if the nationality conditions agreed for this Cooperative Agreement are not complied with.
- 5.7.3 Upon suspicion of fraudulent practices in connection with the Cooperative Agreement, the Agency will conduct an investigation, which may involve external parties.
- 5.7.4 In the event of termination, the Partner shall keep the amounts already paid for achieved milestones, if any, and shall be entitled to claim the Agency's funding of the cost, properly evidenced, of any items to be accepted under the special conditions of termination set by the Agency. In case Advance Payments effected exceed the cost incurred at the time of termination, the Agency may seek the refund of such excess portion of the Advance Payments.
- 5.7.5 In case of termination due to fraudulent practices, the Agency shall always claim compensation for damages caused to the Agency by the Partner's failure to comply with the conditions of the Cooperative Agreement. The value of the compensation, if claimed, will be indicated in the special conditions of termination.
- 5.7.6 The Agency reserves the right, after full consideration of all relevant circumstances, including the observations of the Partner, and following a formal notification, to terminate a Cooperative Agreement in the event that the Partner finds itself in any of the exclusions to participate in an ESA Tender Action stipulated in Article 12 of the Contracting Regulations, in so far as permitted by the applicable law.
- 5.7.7 The Agency reserves the right, after full consideration of all relevant circumstances, including the observations of the Partner, and following a formal notification, to terminate a Cooperative Agreement in the event that the nationality conditions agreed for this Cooperative Agreement are not complied with, e.g. if there is a change of structure in the Partner or any of the Subcontractors (related to the enterprise's registered office, location of the decision-making centres, location of the research centres or territory on which the work is to be carried out) which would impact the nationality of the Partner or any of the Subcontractors in

such a way that it would no longer be part of one of the Programme Participating States.

5.7.8 The Partner shall transfer any rights acquired for the performance of the activity under the Cooperative Agreement to the Agency and use its best efforts to ensure access for the Agency to Third Party rights as required for continuation of the Work.

5.8 Changes to this Cooperative Agreement

5.9.1 The Parties reserve the right at any time to request a change to the requirements covered by this Cooperative Agreement identified under Article 1.2 and to agree to proposed changes. The requesting Party shall communicate all change requests to the other Party in writing through the Parties' Representatives indicated in Article 5.1 above.

5.9.2 The cost impact relative to any change resulting from the Agency's request to modify the requirements covered by this Cooperative Agreement shall be borne by the Agency. The Partner shall bear the cost of any other change.

5.9.3 When responding to a change request issued by the Agency or as a means to propose changes to the Agency, the Partner shall submit a committing change proposal including a detailed quotation of the effects of the change on the contractual Work, price, schedule, deliverable items and any other contractual terms and conditions.

5.9.4 During the course of the Cooperative Agreement, the Partner shall always submit a CCN for the following changes:

- cancellation or changes to any work package included in the contractual baseline;
- changes in the way to implement the co-funded element by the Partner [and/or the Subcontractors;]
- [Subcontractors' replacements or ceasing their involvement in the activity;]
- [Changes in the breakdown of the funding between the Partner and the Subcontractor(s);]
- Extension of the Cooperative Agreement duration for a period longer than 50 percent of the baseline schedule agreed in the Cooperative Agreement;
- any other change that may impact the contractual baseline or requirements, with the exception of schedule adjustment for shorter periods than foreseen in the bullet above.

5.9.5 Should the scope of the Work be reduced by the changes listed above, or by any other change that will have the same result, the Agency's funding will be decreased proportionately. This shall be formalized in a CCN.

- 5.9.6 The Partner shall inform the Agency of any issue that could affect the nationality⁶ accounted for by the Agency, without waiting for the yearly update of the Partner's entity registration in esa-star. Upon receipt of this information, the Agency shall assess if any changes to the Cooperative Agreement are needed.
- 5.9.7 Upon evaluation and acceptance by the Agency of a change proposal, any amendment to this Cooperative Agreement shall be introduced in the form of a CCN according to the CCN form attached in Appendix 1. In case of rejection, the Agency shall inform the Partner accordingly, together with the reasons for the rejection.

⁶ The nationality accounted by the Agency for the purposes of geographical return as detailed in Annex II, rev.1 "Implementing instruction concerning the ESA nationality of company audits" of the ESA Contracting Regulations ESA/REG/001 available at: <https://esastar-publication.sso.esa.int/supportingDocumentation> based on the location of the registered offices; the decision-making centres; research centres; and the territory on which the work is carried out.

ARTICLE 6 - INTELLECTUAL PROPERTY RIGHTS

6.1 Information to be provided by the Partner

6.1.1 Information, data, reports and results arising from Work performed under this Cooperative Agreement shall be delivered to the Agency for the sole purpose to assess and validate the progress of the Work.

If the Work are affected by Third Party rights, the Partner shall ensure that the Third-Party licences comprise the Agency's right to assess the progress of Work.

6.1.2 For the purpose of this Cooperative Agreement, "Proprietary Sensitive Information" shall mean information corresponding to business related information (e.g. business plans) and/or Intellectual Property Rights vesting in an entity, the uncontrolled dissemination of which is likely to impair the entity's long-term ability to use and exploit the aforesaid and/or to maintain a competitive advantage.

The Partner shall not mark any (electronic) documentation as Proprietary Sensitive Information, unless agreed in advance with the Agency in writing. Any request from the Partner shall be submitted in writing and accompanied by an appropriate justification.

6.1.3 Neither Party shall disclose any information, data, reports, results obtained from the other Party, and which both Parties recognise as being Proprietary Sensitive Information without the other Party's previous written authorisation. Without prejudice to the foregoing and limited to the purpose and scope of this Cooperative Agreement, both Parties may circulate such documentation to their employees or collaborators that require the said documentation for the sole purpose of complying with, or inspecting the progress of, this Cooperative Agreement.

6.1.4 The obligations provided in Articles 6.1.2 and 6.1.3 shall not apply to (electronic) documentation which:

- at the time of circulation has already entered in public domain or which after circulation enter in public domain other than through a breach of the Cooperative Agreement;
- at the time of circulation is already known by the receiving Party and is not hindered by any obligation not to circulate;
- is later acquired by the receiving Party from another source and is not hindered by any obligation not to circulate; or
- is required to be circulated by law or order of a court of competent jurisdiction.

6.2 Ownership and Use of Intellectual Property Rights

6.2.1 Ownership of Intellectual Property Rights

The Partner shall own all Intellectual Property Rights, **[OPTION: to be used in case of Subcontractor(s)]** subject to the provisions contained in Article 1.3.3, **[END OPTION]** and have the right to apply for, and to own, any Registered Intellectual Property Rights arising from Work performed under this Cooperative Agreement. The Partner shall as soon as possible report to the Agency any results arising from such a Work which may in its opinion be protected as Registered Intellectual Property Rights and state whether it intends to apply for such protection. At the Partner'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 (twelve) months from the date it was reported to the Agency.

The Partner shall subsequently inform the Agency of any application to register such results arising from Work performed under this Cooperative Agreement and, within two (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 the Agency's Own Requirements on the terms set out in Article 6.2.2 below but, unless agreed otherwise with the Partner, the Agency shall not disclose such information until publication of the registration application.

[OPTION 1: co-funded contribution by Partner through its internal funds or otherwise, is less than (<) 50%]

6.2.2 Use of Intellectual Property Rights

All Registered Intellectual Property Rights arising from Work performed under the Cooperative Agreement and with an intended use for activities in the field of space research and technology and their space applications, shall be available to:

- a) The Agency, Participating States and Persons and Bodies, to use on a free of charge, worldwide licence, with the right to disseminate and/or to grant sub-licences, for the Agency's Own Requirements.

For the avoidance of doubt, the term "use" for the purposes of software and/or hardware (design) shall include, but not be limited to, use to operate, integrate, validate, maintain, modify and upgrade items developed under the Cooperative Agreement.

- b) Participating States as well as any Persons and Bodies under their jurisdiction, to use on "favourable conditions" (i.e. more favourable for the purchaser than Market Conditions but still allowing reasonable profit for the seller) for the Participating States' Own Public Requirements.
- c) Academic and research institutions within the Participating States to use on a free licence without the right to grant sub-licences, for their own scientific

research purposes, excluding commercial purposes and providing the Partner agrees such use is not contrary to its Legitimate Commercial Interests.

[END OPTION 1]

[OPTION 2: co-funded contribution by Partner through its internal funds or otherwise, is equal to or more than (>) 50%]

6.2.2 Use of Intellectual Property Rights

All Registered Intellectual Property Rights arising from Work performed under the Cooperative Agreement and with an intended use for activities in the field of space research and technology and their space applications, shall be available to:

- a) The Agency to use on a free, worldwide licence for the Agency's Own Requirements.

For the avoidance of doubt, the term "use" for the purposes of software and/or hardware (design), where applicable, shall include, but not be limited to, use to operate, integrate, validate and maintain, items developed under the Cooperative Agreement.

- b) Participating States and Persons and Bodies to use on "financial conditions" (i.e. the conditions a seller is willing to sell on and a purchaser willing to accept taking into account Market Conditions but which compensate the parties who paid for development of the subject matter being sold (or licensed) according to the amount each party contributed for development) for the Agency's Own Requirements.
- c) Any Third Party on Market Conditions to use for purposes other than the Agency's Own Requirements providing the Partner agrees such use is not contrary to its Legitimate Commercial Interests.

[END OPTION 2]

6.3 The free licences provided for the benefit of ESA

The free licences provided on the Registered Intellectual Property arising from Work performed under this Cooperative Agreement indicated herein for the benefit of ESA shall be deemed granted through signature of the present Cooperative Agreement and without the need to implement a separate licence.

6.4 Transfer outside the ESA Member States

Any transfer of Intellectual Property Rights or any product, process, application or result arising from Work performed under the Cooperative Agreement by the Partner to any entity in a non-Member State or any international organisation shall comply with all applicable laws including all export control laws, regulations, rules and procedures and any relevant international agreements relating to the export of goods and services.



Electronically/Digitally signed by the Parties to this Cooperative Agreement.

In:

In Darmstadt

On:

On:

For

For the European Space Agency (ESA)

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

H. Krag
Head of the Space Safety Programme
Office

[OPTION FOR COOPERATIVE AGREEMENTS PLACED UNDER ITALIAN LAW ONLY]
SPECIFIC APPROVAL

The Partner certifies its explicit approval of the following conditions expressed herein:

- [Art. 1.3.4: Subcontracts]**
- Art. 5.3: Infringement of the Law - Infringement of Third Party rights
- Art. 5.4.1: Damage to Staff and Goods
- Art. 5.4.2: Liability for Consequential Damages during the Execution of the Cooperative Agreement
- Art. 5.7: Agency’s Rights in case of Partner’s Under-Performance

On behalf of the Partner,

on this day

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

[END OPTION]


APPENDIX 1

COOPERATIVE AGREEMENT CHANGE NOTICE (CCN)

For submission of a change, the Partner shall submit its proposal in the format of a CCN using the cover page included below. The form shall be filled with the following information as a minimum:

- The Partner's name and the ESA Cooperative Agreement number.
- The title of the area affected by the change (Work Package reference, new work, etc.).
- The name of the initiator of the change (Partner or ESA).
- The description of the change (including Work Package Descriptions, Work Breakdown Structure).
- The reason for the change.
- The price breakdown in Euro (€), if any (breakdown by company, Phase, etc., including PSS A2 and PSS A8 forms).
- The Milestone Payment Plan for the CCN, if any.
- Effect on other Cooperative Agreement provisions.
- Start of Work - end of Work (including milestone achievement dates and overall planning, milestones, etc.).
- A CCN Form, as per the format below, signed by the Partner's representatives.

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

	DIRECTORATE:	Partner:
		ESA Cooperative Agreement No.: 4000XXXXXXXX/xx/XX/XX
COOPERATIVE AGREEMENT CHANGE NOTICE No.		DATE:
TITLE OF AREA AFFECTED (WORK PACKAGE ETC):		WP REF:
		INITIATOR OF CHANGE:
DESCRIPTION OF CHANGE		
REASON FOR CHANGE		
PRICE BREAKDOWN (Currency)/PRICE-LEVEL		
EFFECT ON OTHER COOPERATIVE AGREEMENT PROVISIONS		START OF WORK
		END OF WORK
PARTNER'S PROJECT MANAGER:	PARTNER'S CONTRACTS OFFICER:	
DATE:	DATE:	
[DISPOSITION RECORD OR OTHER AGREED CONDITION RECORDED WITH THE CCN APPROVAL]		
ESA TECHNICAL OFFICER:	ESA CONTRACTS OFFICER:	
DATE:	DATE:	