

(H/W PEA Template – This line to be deleted from original contracts)

PRODEX EXPERIMENT ARRANGEMENT

ARTICLE 1: DEFINITIONS - PURPOSE OF THE ARRANGEMENT - APPENDICES

- 1 Throughout the present Arrangement, the terms laid down in the left column shall have the meaning set out opposite:

“Funds”:	Maximum budget for the present Arrangement, as defined in Article 2
“Project”:	Institute’s project specified in Appendix 1, certified by the Agency’s PRODEX Office as eligible for financial support according to the Financial Plan (Appendix 2) approved by the relevant Participating State
“Costs”:	Allowable cost of these categories, incurred by the Institute in execution of the Project: <ul style="list-style-type: none">- Labour cost- Operational costs as defined in Appendix 2- Travel expenses-
- 2 By entering into the PRODEX Experiment Arrangement, hereinafter referred to as Arrangement or P.E.A., the Agency undertakes to reimburse the Institute certain costs incurred in the execution of the Project. The purpose of this arrangement is the detailed implementation of the said undertaking.

Any other arrangement or agreement by which the Institute undertakes to carry out the Project remains unaffected by the present arrangement, save that the Agency acquires hereunder the rights to access, to audit, and to obtain certain licenses in intellectual property rights; details are specified in Article 4.
- 3 The Institute may claim the Funds subject to the provisions set forth in Articles 2 through 4 below.
- 4 The Institute shall utilise the Funds and any part thereof exclusively for defraying, in due time, the Cost incurred during the term of the Project defined in Article 3.1 below.
- 5 Appendix 1 (Work Description) and Appendix 2 (Financial Plan) address the programme of work, schedule, deliverables and financial plan of the Project.

Appendix 1, Appendix 2 and Appendix 3 (PRODEX Experiment Arrangement Change Notice) shall form an integral part of this Arrangement.

ARTICLE 2: FUNDS AND PAYMENT

2.1 Funds

1. The Funds available for the present Arrangement amount to (see cover letter).
2. The above amount is stated to be a limit of liability in the sense defined in sections 4 and 5 of Annex II to the ESA “General Conditions”, referred to in Article 4.

3. The above amount excludes profit for the Institute (not allowed) and value added tax on the costs charged to the Agency (so far as the Agency is exempted from VAT applied by the Agency's Member States).
4. The above amount is broken down into subtotals per cost category and/or per year as specified in Appendix 2 hereto.

2.2 Payments

1. Payments shall be made by the Agency in EURO to the account specified by the Institute. Such account information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code).
2. The Institute undertakes to provide further supporting documentation as required by the Contract, together with the electronic invoices and confirmations supporting the claims.
3. Any special charges related to the execution of payments will be borne by the Institute.
4. The Institute shall ensure that all invoices and confirmations are submitted for payment exclusively through the Agency's ESA-P system.
5. The Institute undertakes to adhere strictly to the instructions contained in ESA-P (including those for billing taxes and duties, where applicable) when submitting invoices and confirmations through the ESA-P system.
6. The Agency reserves the right to visit the Institute's premises and ascertain the progress of the work being performed under the Contract, prior to making the payment concerned.
7. ESA-P Information can be found at <http://esa-p-help.sso.esa.int/>. Any questions concerning the operation or operating status of ESA-P shall be addressed to the ESA Helpdesk (esait.service.desk@esa.int). Any questions concerning the latest status of due invoices can be addressed to the ESA Payment Officer (esa.payment.officer@esa.int).

ARTICLE 3: TERM OF THE PROJECT

1. Term of the Project shall be the time period stated in the cover letter.
2. Cost incurred outside said term shall not entitle the Institute any payment under this Arrangement.

ARTICLE 4: OTHER CONDITIONS

The ESA "General Conditions" (General Clauses and Conditions to ESA Contracts-GCCs), available from emits.esa.int, shall apply, with the amendments or replacements set forth in the **Articles** of the Arrangement. The applicable General Conditions shall be construed and interpreted with due regard to the specific nature of this Arrangement and its Article 1 in particular. The Institute signatory of the Arrangement (P.E.A.) shall be deemed the "Contractor" wherever mentioned in those General Conditions and in the rest of this document.

CLAUSE 1: APPLICABILITY OF CLAUSES AND CONDITIONS

The present General Clauses and Conditions to ESA Contracts (GCC) shall apply to Contracts placed by the Agency insofar as not stated otherwise in the relevant Contract. Furthermore, specific clauses and conditions may be set out or invoked in a Contract and its annexes and/or appendices. The annexes and/or appendices form an integral part of the Contract. **PART 1 of GCC is applicable with the following amendments.**

CLAUSE 2: APPROVAL AND ENTRY INTO FORCE

Offers and acceptances with regard to arrangements are not binding on the Agency unless approved in writing by its Director General or his authorised representative. For the purpose of this arrangement the authorised representative of the Agency's Director General is:

Dr. M. Lazerges,
Head of the PRODEX Office.
He is authorised by the Agency to sign the present arrangement on his behalf.

CLAUSE 5: THE PARTIES REPRESENTATIVES

The Agency shall have the right to check the performance of the Project, and for this purpose, the Agency nominates its representatives identified here below.

The Institute shall in this respect and in accordance with any relevant security regulations, give the representatives of the Agency access to its premises and shall give all other necessary assistance in order that they may fulfil their task.

All correspondence for either party shall be sent to the address and the representative in charge identified herein below, with a copy to the other representative(s) where any mixed nature of the matter so requires:

For the Agency to:

ESTEC
P.O. Box 299
NL-2200 AG Noordwijk

See cover letter.

For the Institute to:

The Institute's representative(s) is (are) as stated in the cover letter.

See cover letter.

CLAUSE 17: N/A.

CLAUSE 28: PAYMENT

28.1 The following is added to clause 28.1 of the GCCs.

Within the limits specified in Article 2, the Institute may claim in arrears payment of the Cost incurred. The Agency shall effect such payment after receipt of the respective invoice, which must identify the cost category/ies concerned and bear a statement by the Institute's financial controller that the invoiced costs are fair and reasonable, do not include profit and have been incurred exclusively in execution of the Project as defined in Article 1 and during the term specified in Article 3.

Any payment which is not the final payment of the contract is called "progress payment".

28.3 N/A

28.4.1 N/A

CLAUSE 30: (TERMINATION) GENERAL RULE

The following is added to clause 30, before the text in the GCC.

Notwithstanding any other provision of this Arrangement, the Agency shall have the right to terminate a Contract either wholly or in part by giving written notice by registered mail. This may include the case where the Participating State representatives having approved Appendix 2 demand the termination of the activities in writing.

CLAUSE 33: TERMINATION IN SPECIAL CASES

The following is added to clause 33, before 33.1

Notwithstanding any other provision of this Arrangement, the Agency may:

- i) Cease to effect any payments not already fallen due under this arrangement in case of unsatisfactory progress within the Project, provided the Participating State representatives having approved Appendix 2 demand cessation of payments in writing;
- ii) Cease to effect any payments in any of the following cases:
 - a situation as per Clause 33.1 lit. a) of the General Conditions occurs;
 - a situation as specified in Paragraph iv) below occurs.
- iii) The Agency may require the Institute to return to the Agency payments effected under this arrangement if and to the extent an audit carried out by the Agency or by the relevant national audit authority reveals any incorrectness of invoices or unauthorised use of Funds.
- iv) The Agency may require the Institute to return to the Agency all payments effected under this arrangement in case a situation as per Clause 33.1 lit. b) of the General Conditions occurs.

CLAUSE 34: APPLICABLE LAW

The arrangement shall be governed by the laws of the country of residence of the Institute.

CLAUSE 35: DISPUTE RESOLUTION

The arbitration proceedings referred to in Clause 35.2 shall take place in the capital city of the country of residence of the Institute.

PART II OPTION A of the GCC is applicable with the following amendments:

CLAUSE 37.1: Deliverables are identified in the specific section of Appendix 1 (Deliverables).

CLAUSE 39: Clause 39.2 lit. a) is not applicable.

CLAUSE 40: Clauses 40.4 to 40.6 are not applicable.

CLAUSE 41: Cancelled and replaced by the following.

CLAUSE 41: USE OF INTELLECTUAL PROPERTY RIGHTS

Use/Licensing

41.1 All Intellectual Property Rights arising from work performed under the Agency Contract shall be available to:

a) The Agency to use on a free, worldwide licence for the Agency's Own Requirements (such licence to be granted by the Contractor as set out in the standard licence which the licensee shall be entered into if required);

b) Participating States and Persons and Bodies to use on Financial Conditions for the Agency's Own Requirements (such licence to be granted by the Contractor as set out in the standard licence which the licensee shall enter into if required);

c) Any Third Party on Market Conditions to use for purposes other than the Agency's Own Requirements providing the Contractor agrees such use is not contrary to its Legitimate Commercial Interests.

41.2 For the avoidance of doubt the term "use" for the purposes of software includes use to operate, integrate, validate, maintain and modify software developed under the Agency Contract.

41.3 Where the Contractor relies on its Legitimate Commercial Interests, unless specified in the Contract it shall demonstrate those interests continue to apply every 3 years or within any other timeframe specified in the Contract.

CLAUSE 45: N/A unless specified in Appendix 1 under "Evaluation of Technology".

CLAUSE 46: Fees – cancelled. Replaced by the following.

"The Contractor shall not be required to pay a fee to the Agency if it sells a product, application, or result developed under the Agency Contract or if it licenses or assigns Intellectual Property Rights arising from work performed under the Agency Contract".

CLAUSE 47.9: N/A

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 Clause 35 of the Contract.

Appendix 1

PRODEX Experiment Arrangement

Guidelines for the preparation of Appendix 1 (Work Description) and Appendix 2 (Financial Plan)

Part I – Appendix 1

1. Work Description

The Work Description shall identify the Project, i.e. the work in execution of which reimbursable cost will be incurred by the Institute during the term of the Arrangement.

Length: One page should be sufficient but in no way be regarded as a firm limit.

2. Distinctions as to 'who' and 'when'

The work to be carried out by the Institute and to be paid for by ESA under the PRODEX Experiment Arrangement (the Project) is to be clearly separated from the work to be carried out by other parties (if the latter is mentioned at all).

The work to be carried out during the term specified in the PRODEX Experiment Arrangement must be clearly separated from the work planned outside said term (if the latter is mentioned at all).

3. Compatibility with other Applicable Documents

Subject to sections 1) and 2) above, the Work Description must correspond to the work description submitted to the relevant national authority in support of the Financial Plan, and is covered by the Institute Agreement.

4. Conventions

- In this contract, the term “Contractor” means the Institute or University signatory of the present PRODEX Experiment Arrangement (PEA) or its Change Notices (CN)
- The present PRODEX Experiment Arrangement is here after designated as “the Contract”
- The term “Project” means the activity covered by the Contract.

Part II – Appendix 2

1. Content

The Financial Plan's minimum content will encompass:

- a) Title of the Project and identification of the Institute
- b) Cost categories such as:
 - Salaries [please specify employee(s) name(s)]
 - Travel
 - Miscellaneous
 - Overheads: Please note that for Belgium, overheads can only be charged for a **maximum of 5%**.
 - Equipment purchased directly by Institute/University
 - etc.
- c) Amounts: all figures should be mentioned in Euro and should be exclusive of VAT in the Agency's Member States.
- d) Project Term (Project time periods).

2. Procurement of VAT exempt equipment, services, or other items

This category should not be integrated into the Financial Plan, but should be listed separately, e.g. in table 2 of Appendix 2, clearly separated from the Financial Plan (i.e. Table 1 of Appendix 2 and its exhibits). The procurements listed in Table 2 of Appendix 2 can be established via the PRODEX Office by means of a Purchase Order placed by the Agency, or by equivalent means (for purchases above 5 000 Euro). This approach has the advantage of ensuring that the goods or services purchased for the purpose of the Project are exempt from VAT.

Appendix 1

Note: Text in Blue type provides information on what to fill in. To be deleted from the PEA text.

Work Description

Type here the Project title

1. PROJECT DESCRIPTION

1.1. General description – Objectives of the project

State the objectives of the Project, object of the present Contract; provide a short description of the Project and of its context (e.g. within the context of the Experiment, Instrument and / or Mission).

1.2. Hardware Description

Identify and describe the hardware contributions (or similar) object of the Contract.

2. PROJECT ORGANISATION AND INTERFACES

Describe the project organisation, for the full project (e.g. at Instrument level) and at Contractor level (if the Contractor is not the Instrument lead); list the key interfaces (i.e. external teams) to be interacted with during the Project.

2.1. Contact information

- Investigator title and full name: Enter the title and full name of the Investigator responsible for the Project, object of the present Contract.
- Institute/University: enter text.
- Department: enter text.
- Address: enter text.
- Phone, e-mail: enter text.
- Head of Institute / Department endorsing the Project (name, function, e-mail): Enter here the Name, Function and e-mail of the Head of Institute/Department/Group endorsing the Project.

2.2. Team members role in the Project

Enter Name and Role of each member (at the institute / university department signatory of the Contract) assigned to the Project.

3. PROJECT TERM COVERED BY THE PRODEX EXPERIMENT ARRANGEMENT

Enter the planned start and end dates of the Contract.

4. APPLICABLE (AD) AND REFERENCE (RD) DOCUMENTS

4.1. Applicable Documents

The following documents are applicable to the Contract.

[AD 1]	
[AD 2]	

...

4.2. Reference Documents

The following documents can be used as a reference to the Contract.

[RD 1]	
[RD 2]	

...

5. WORK BREAKDOWN STRUCTURE (WBS)

Insert the WBS of the Project (i.e. of the activity covered by the present Contract). WBS at Instrument or Experiment level (if the development of the full Instrument or Experiment is not the object of the present Contract) can be provided in addition, for information.

6. WORK PACKAGES

6.1. Work Package 1

The Contractor shall execute the work clearly defined and authorized in the present document.
No work should be started that is not clearly authorized by the Agency.

Table 1: Work-Package description ([Work-Package description template to be copied as needed](#))

Work Package number:	WP1
Work Package Title:	
Responsible entity:	
Local Managers:	
Project phases:	

Beginning and End of WP (start and end dates)	
Objectives:	
Inputs: <ul style="list-style-type: none"> • Description of work: <ul style="list-style-type: none"> • Excluded tasks: <ul style="list-style-type: none"> • 	
Deliverables: <ul style="list-style-type: none"> • Non-deliverables: <ul style="list-style-type: none"> • 	

7. STANDARD MANAGEMENT REQUIREMENTS

7.1. Conditions for Employment

All personnel allocated to the Project shall be employed by the Contractor (Institute/University signatory of the Contract).

7.2. Communications

All communications to the Agency shall be addressed to the Agency's representatives identified in the Cover Letter.

Communications on technical and programmatic matters shall in addition be addressed to the entities identified here after:

Identify here the entities that should be copied of any communication or documentation output of the present Project, in addition to the ESA Technical Officer.

7.3. Management requirements

The management requirements listed here after are the ESA “Standard requirements for management, reporting, meetings and deliverables”, Annex 3 to ESA contracts, rev. 5: 2018-10. They are tailored to the present contract and retain the same numbering as in the original text.

The parameters of section 7.3 that are specific to the present contract (item 2.6: Frequency of progress reports, item 3 lit. b: Frequency of progress meetings, item 4: Deliverables) are defined in section 8.

1. MANAGEMENT

1.1. General

The Contractor shall implement effective and economical management for the Project. Its nominated Project Manager shall be responsible for the management and execution of the work to be performed and, when applicable, for the coordination and control of the team's work.

Decisions reached during the present contract having technical baseline, cost or planning consequences, shall require formal Agency approval before implementation.

1.2. Access

- a) During the course of the Contract the Agency shall be afforded free access to any plan, procedure, specification or other documentation relevant to the programme of work. Areas and equipment used during the development/testing activities associated with the Contract shall also be available for inspection and audit.
- b) The Contractor shall notify the Agency at least three (3) weeks before the start of any test programme, or as mutually agreed, in order to enable the Agency to select those tests that it wishes to witness. The Agency shall notify the Contractor of its visit at least one (1) week in advance.

2. REPORTING

2.1. Minutes of meeting

- a) The Contractor is responsible for the preparation and distribution of minutes of meetings (see ECSS-M-ST-10C Rev. 1 section 5.2.2 for more details) held in connection with the Contract. Electronic version shall be issued and distributed to all participants, not later than ten (10) days after the meeting concerned.
- b) The minutes shall clearly identify all agreements made and actions accepted at the meeting together with an update of the Action Item List (AIL) and the Document List. The minutes shall be signed.

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

2.2. Documents List

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

2.3. Action Item List (AIL)

The Contractor shall maintain an Action Item List (AIL, see ECSS-M-ST-10C rev. 1, section 5.2.2.1 for more details), recording all actions agreed with the Agency. Each item shall be uniquely identified with reference to the minutes of the meeting at which the action was agreed and will record generation date, due date, originator and the person instructed to take action. The AIL shall be reviewed at each progress meeting.

2.4. Bar-Chart Schedule

- a) The Contractor shall be responsible for maintaining the bar-chart for work carried out under the Contract, as agreed with the Agency.
- b) The Contractor shall present an up-to-date chart for review at all consequent meetings, indicating the current status of the Contract activity (WP's completed, documents delivered, etc.).

- c) Modifications of the schedule shall be contractually binding only if approved in writing by the Agency's representative for contractual and administrative matters.

2.5. Risk Register

- a) The Contractor shall be responsible for maintaining a risk register, agreed at the kick-off meeting. This register shall identify potential risks, their likelihood and severity, and propose meaningful mitigation measures (one can refer to ECSS-M-ST-80C for more details).
- b) The Contractor shall present an up-to-date risk register in its progress reports for review at progress meetings.

2.6. Progress Reports

Every ... (see section 8.2.1 - Documentation), the Contractor shall provide a Progress Report to the Agency's representatives, covering the activities carried out under the Contract (one can refer to ECSS-M-ST-10C Rev.1 section 5.2.2.2 for more details). This report shall refer to the current activities shown on the latest issued bar-chart and shall include the following topics:

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

2.7. Fixed assets N/A

2.8. Problem Notification

The Contractor shall notify the Agency's representatives (Technical Officer and Contracts Officer) of any problem likely to have a major effect on the time schedule of the work or to significantly impact the scope of the work to be performed (due to e.g. procurement problems, unavailability of facilities or resources, etc.).

2.9. Technical Documentation

- a) As they become available and not later than the dates in the delivery plan, the Contractor shall submit, for the Agency's approval, technical notes, engineering drawings, manufacturing plans, test plans, test procedures, specifications and Task/WP reports.
- b) Technical documentation to be discussed at a meeting with the Agency shall be submitted two (2) weeks prior to the meeting.
- c) Technical documents from Subcontractors shall be submitted to the Agency only after review and acceptance by the Contractor and shall be passed to the Agency via the Contractor's formal interface to the Agency.

- d) Tests carried out under the Contract shall be performed according to test plans and test procedures approved by the Agency's Technical Officer (see ECSS-E—ST-10-02C and ECSS-Q-20C Rev.1 for more details).

3. MEETINGS

- a) N/A
- b) Progress Meetings shall be held every ... (see section 8.1 - Frequency of Progress meetings), either by teleconference or in person if deemed necessary by the Agency.
- c) N/A
- d) Additional meetings may be requested either by the Agency or by the Contractor.
- e) The Contractor shall give to the Agency prior notice of any meetings with Third Party(ies) to be held in connection with the Contract. The Agency reserves the right of participation in such meetings.
- f) With due notice to the Contractor, the Agency reserves the right to invite Third Parties to meetings, in order to facilitate information exchange.
- g) For all meetings with the Agency, the Contractor shall ensure that proper notice is given at least two (2) weeks in advance. For all other meetings, the Contractor shall inform the Agency, which reserves the right to participate. The Contractor is responsible for ensuring the participation of its personnel and those of the Subcontractor(s), as needed.
- h) For each meeting, the Contractor shall propose an agenda in electronic form and shall compile and distribute hand-outs of any presentation given at the meeting.

4. DELIVERABLES

4.1. Documentation

The Contractor shall submit to the Agency the documentation listed here below, for Agency review and, where required, approval. Documentation shall be submitted as per the milestones listed here below.

Documentation deliverables are listed in section 8.2.1 - Documentation. The following provisions apply:

- a) All documentation deliverables (including all their constituent parts) shall also be delivered in electronic form in a format agreed by the Agency (searchable PDF format and the native format, and in other exchange formats, to be agreed with the Agency, where relevant, e.g. in case of CAD, drawings, models, databases).
- b) All the documentation shall be delivered on computer readable media, as agreed with the Agency.
- c) The draft version of the documentation shall be sent to the Technical Officer in electronic format not later than two (2) weeks before the documentation is to be presented. The final version shall be provided in a number of copies specified in the Statement of Work.
- d) All documents shall bear the appropriate copyright notice. In all cases, this shall include the title, ESA Contract number, deliverable number, date, status (draft), version and/or revision number. This information shall be repeated consistently in the header or footer of every page.

4.1.1. N/A

4.1.2. Technical Data package:

The Technical Data Package consists of the final versions of all approved technical documents, delivered during the execution of the Project (See section 4.1).

4.1.3. Summary Report

For each (design and development) Contract, one Summary Report shall be produced. It shall summarise the findings of the Contract concisely and, informatively. The Summary Report shall be approximately twenty (20) pages or six thousand (6000) words and shall be self-standing, i.e. it shall not rely on references to other documents to be understood. This document shall not contain confidential information as it is releasable to the public.

4.1.4. to 4.1.8. N/A

4.2. Hardware

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

The Contractor will deliver the following hardware listed here after as part of the Project:

The hardware elements to be delivered as part of the present project are listed under section 8.2.2 - Hardware

4.3. Computer Programs and Models

Computer programmes, mathematical models of any type (e.g. closed-form, worksheets, XML, CAD/CAE) and HDL models developed or procured under the Contract shall be a deliverable, unless the Agency agrees otherwise in writing. Re-used or proprietary software embedded in the deliverable product and required for its correct functioning shall also be deliverable.

The Contractor will deliver the following Computer Programs or Models as part of the Project.

The computer programmes, mathematical models, or other software elements to be delivered as part of the present project are listed under section 8.2.3 - Computer Programs and Models.

Ownership of Hardware and Software deliverables:

As a rule, the Agency, acting on behalf of the participating States, shall be the owner of the hardware and software identified under the Contract and its CN, and accepted by the Agency, for a period of 5 years following their respective delivery.

4.4 Project Web Page: N/A

5. Commercial evaluation: N/A

End of “Standard requirements for management, reporting, meetings and deliverables”. Sequential Numbering resumed.

8. PARAMETERS OF SECTION 7.3 “MANAGEMENT REQUIREMENTS”

8.1. Frequency of Progress meetings

Refers to section 7.3, point 3 lit. b): Progress Meetings shall be held every ... [state here the frequency of the Progress Meetings \(e.g. every month, every quarter ...\)](#), either by teleconference or in person if deemed necessary by the Agency.

The provisions of section 7.3 “Management requirements” apply.

8.2. Deliverables

8.2.1. Documentation

Refers to section 7.3, point 2.6 (Progress reports) and point 4.1 (Documentation): The documentation listed hereafter is a deliverable of the present Contract. The provisions of section 7.3 “Management requirements” apply.

[Note: Table 2 can be replaced by a list of documents with planned delivery dates. Table to be deleted if not used.](#)

Table 2: Deliverable Documentation

	Milestone (delivery event/date)				
Management Documentation					
Progress report (monthly)					
Schedule					
Action Items List					
Deliverable Items List					
Summary report					
Technical Documentation					
PA Documentation					
DCLs, LLI lists					
Non-Conformance Report(s)					
NCR Status list					
Request for Waiver					
Request for Deviation					
Change Requests					

8.2.2. Hardware

Section 7.3, point 4.2 (Hardware): The Hardware elements listed hereafter are a deliverable of the present Contract. The provisions of section 7.3 “Management requirements” apply.

HW-1: Hardware element and planned delivery date

HW-2: Hardware element and planned delivery date

HW-3: Hardware element and planned delivery date

HW-4: Hardware element and planned delivery date

....

8.2.3. Computer Programs and Models

Section 7.3, point 4.3 (Computer Programs and Models): The Computer Programs and Models listed hereafter are a deliverable of the present Contract. The provisions of section 7.3 “Management requirements” apply.

SW-1: Computer Program or model element and planned delivery date

SW-2: Computer Program or model element and planned delivery date

SW-3: Computer Program or model element and planned delivery date

SW-4: Computer Program or model element and planned delivery date

....

8.2.4. Operational Software and Open Source Code Software

8.2.4.1. Operational Software

Delete the non-applicable bullet here after

- There is no production of Operational Software on the sense of GCC Clauses 39 and 42 hence 39.2 a) c) d) & 42 are Not Applicable to the present activity.
- The Operational Software (on the sense of GCC Clauses 39 and 42) listed here after will be produced under the present activity, hence 39.2 a) c) d) & 42 apply.
 - Operational Software:

8.2.4.2. Open Source Code Software

Delete the non-applicable bullet here after

- There is no production of Open Source Code Software on the sense of GCC Clauses 39 and 42 hence 39.2 a) c) d) & 42 are Not Applicable to the present activity.
- The Open Source Code Software (on the sense of GCC Clauses 39 and 42) listed here will be produced under the present activity, hence 39.2 a) c) d) & 42 apply.

- Open Source Code Software:

9. INTERFACES

The Contractor acknowledges that changes to the ICDs (IRDs) or more generally to any document listed under the “Applicable Documents” section may be proposed upon the initiative of each Interface Responsible (i.e. the party responsible of each side of the interface). Interface changes shall be processed and change requests raised when necessary, as per the Product Assurance requirements applicable to the Project.

Approval of changes to the Applicable Documents (including changes to IRDs or ICDs):

Although PRODEX approves the contractual documentation, PRODEX will request a visa from the higher-level Interface Responsible(s) before approving any Change Requests to the ICDs or to other Applicable Documents to the Contract.

10. AVAILABILITY OF DOCUMENTATION FOR FUTURE PHASES

The Contractor acknowledges that documentation not labelled “confidential”, deliverable to the Agency in the frame of the Project, may be used by the Agency for instance in preparation of future Invitation To Tenders or for any other Agency activity.

11. SCHEDULE

[Provide the project schedule \(bar chart\) here.](#)

12. INVOICING

The Contractor will be asked to submit invoices when the corresponding costs are accrued and the following conditions are met.

- The last invoice of the year will be paid only when the deliverables planned for that year - as defined in section 8.2 here above, or in a Change Notice (CN) signed by both parties (Contractor and ESA) - have been accepted by ESA.
- The final invoice will be paid upon acceptance by ESA of all the deliverables of the activity - as defined in section 8.2 here above, or in a Change Notice (CN) signed by both parties (Contractor and ESA) - have been accepted by ESA.

13. PROJECT CHECK POINTS

Project progress and deliverables will be checked according to Table 3.

Table 3: Check points for deliverables readiness.

Check-Point number	Planned date	Description
1		
2		
3		

14. EXPORT CONTROL

State here any specific Export Control measures applying to the Project. In none, write N/A.

15. BACKGROUND INTELLECTUAL PROPERTY RIGHTS

Declare here the registered Intellectual Property Rights, if any (e.g. patents) that will be used in the execution of the Project. If none, write N/A.

16. CUSTOMER FURNISHED ITEMS (CFIS)

See General Clauses and Conditions (GCCs) for ESA Contracts, Clause 11. List here any CFI that may be used in the Project and state their need dates. If CFIs are used, then ESA GCC Clause 11 is applicable.

If no CFIs are foreseen, write N/A.

17. ITEMS MADE AVAILABLE BY THE AGENCY

See General Clauses and Conditions (GCCs) for ESA Contracts, Clause 12. List here any “items made available by the Agency” that may be used in the Project and state their need dates. If “items made available by the Agency” are used, then ESA GCC Clause 12 is applicable.

If no “items made available by the Agency” are foreseen, write N/A.

FINANCIAL PLAN

Project Name: State Project name
Institute/University and Investigator Name

Starting date: dd/mm/yyyy

Ending date: dd/mm/yyyy

Table 1: Institute Costs in Euro (repeat Table 1 if the Term covers more than three years)

Table 1 below: (1): FTE = Full Time Equivalent allocation per year (1 full year of work is 1 FTE).

Salaries: for each personnel paid from this Prodex Experiment Arrangement, state name and work category in first column below. Insert rows above "Total Manpower". If manpower lists more than 8 entries (names), indicate the total manpower costs in line 1 of Table 1 here below and complete the "Manpower costs" in Table 1b next page.

INSTITUTE COSTS	YEAR		YEAR		YEAR		TOTAL
	FTE ⁽¹⁾	Costs	FTE	Costs	FTE	Costs	(Costs)
Line 1: Name, work category							-
Name, work category							-
Name, work category							-
...							-
							-
							-
							-
							-
Total Manpower	-	-	-	-	-	-	-
Travel cost (* Exhibit A to Table 1)							-
Cost of items purchased by Institute, funded from PEA (** Exhibit B to Table 1)							-
Miscellaneous costs (*** Exhibit C to Table 1)							-
Overheads (state % and costs they apply to):	Rate:	Overhads	Rate:	Overhads	Rate:	Overhads	
							-
Grand Total		-		-		-	-

Exhibits: See next pages - PSS forms can be appended after Table 2.

For information: Items to be purchased by ESA on behalf of the Institute:

	Year	Year	Year	Total
Details: See Table 2				0

Delete table if not needed.

Salaries: for each personnel paid from this Prodex Experiment Arrangement, state name and work category in first column below. Insert rows above "Total Manpower".

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Exhibit A to Table 1: Travel plan

Write N/A if None / Delete table. Table to be extended as needed.

<i>Year</i>	<i>Destination and purpose</i>	<i>Number of trips</i>	<i>Number of persons per trip</i>	<i>Number of days per trip</i>	<i>Travel costs per person/trip</i>	<i>Total cost for all travelers per trip (EURO)</i>	<i>Total cost for all trips (EURO)</i>
						-	-
						-	-
						-	-
						-	-
Total						-	-
						-	-
						-	-
						-	-
						-	-
Total						-	-
						-	-
						-	-
						-	-
						-	-
Total						-	-
Grand Total							-

Exhibit B to Table 1 - Items purchased by the Institute.

Append detailed list in separate page if required.

Write N/A if None / Delete table. Table to be extended as needed.

<i>Year</i>	<i>Item, supplier, proposed country of purchase (*)</i>	<i>Unit price</i>	<i>Number of units</i>	<i>Total Price (EURO)</i>
				-
				-
				-
				-
Total	N/A	N/A	N/A	-
				-
				-
				-
				-
Total	N/A	N/A	N/A	-
				-
				-
				-
				-
Total	N/A	N/A	N/A	-
Grand Total				-

(*) Type of item may be specified when needed: e.g. equipment, parts, components, services...

A table per type of procurement may be provided (e.g. equipment, services, parts, components, etc). In that case, label the tables as “Exhibit B1 to table 1”, “Exhibit B2 to table 1” etc. Itemised lists may be required, to be addressed on a case-by-case basis.

(**) Proposed country of purchase: if a single supplier is identified (single source).

Exhibit C to Table 1 – Miscellaneous costs.

Append detailed list in separate page if required.

Write N/A if None / Delete table. Table to be extended as needed.

[illegible]

Table 2: Items to be purchased via ESA (above 5 000 Euro)

Write N/A if None / Delete table. Table to be extended as needed.

(*) Type of item may be specified when needed: e.g. equipment, parts, components, services...
A table per type of procurement may be provided (e.g. for equipment, services, parts, components, etc). In that case, label the tables as “Table 2.1”, “Table 2.2”, etc.
Itemised lists may be required, to be addressed on a case-by-case basis.

(**) Proposed country of purchase: if a single supplier is identified (single source).

(***) Specify when the procurement should be started, considering the potential long lead times.

Append PSS forms here if needed (the need for PSS forms is assessed by PRODEX).

[Delete page if PSS forms are not required.](#)

Appendix 3

GUIDELINES for the preparation of Appendix 3 (CHANGE PROCEDURE)

A PRODEX Experiment Arrangement Change Procedure shall apply at least to any modifications of the Agency's financial commitment (Articles 2 of the Arrangement) and of the Term (Article 3 of the Arrangement).

1. Introduction of a Change

For all changes, whether requested by the Agency or initiated by the Institute, the latter shall submit a proposal for a PRODEX Experiment Arrangement Change Notice (CN) on the form (Appendix 3) attached hereto. The CN shall be filled in completely, and boxes or lines which are not applicable shall be so designated by use of the letters "N/A". The form shall be signed by the Institute's authorised representative(s) and be submitted to the Agency's representative for contractual and administrative matters.


The Institute shall ensure that each change proposal is fully co-ordinated with Appendices 1 and 2 to the arrangement and that all reasonably foreseeable implications of the change have been considered. If the space on the form is not sufficient to describe the change and its consequences, the additional information shall be annexed to the form. The Institute shall, on request of the Agency, provide additional documentary evidence.

2. Approval or Rejection of the Arrangement Change Notice

Upon receipt of a CN signed by the Institute, the Agency shall consider it as regards its acceptability. Should the CN be approved, it will be signed by the ESA PRODEX Office's authorised representative and a copy be returned to the Institute. Should a CN be rejected for any reason, the Institute shall be informed accordingly, together with the reasons for the rejection.

3. Implementation and Status of Approved Arrangement Change Notices

Upon signature of a CN by both parties, the CN has immediate effect and constitutes a binding contractual agreement for which the contractual clauses of the main contract which are not modified by the approved CN, remain applicable.

 PRODEX EXPERIMENT ARRANGEMENT CHANGE NOTICE	
PEA: _____ CN No: _____ Institute: _____ Project: _____	
Title of area affected	Article(s) of the Arrangement: Initiator of change:
Description of change:	
Reason for change	
Funds <i>in addition to / in deduction of / in replacement of</i> those stipulated in Article 2.1 (write "Cost Neutral" if cost neutral CN): EURO: See updated Financial Plan in annex. Total amount LoL including present CN:	
Effect on other Arrangement provisions: N/A	Commencement of Term: End of Term:
Institute	
Institute's representative(s):	Date
ESA	
PRODEX Office representative(s):	Date

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