

ESA Contract No. xxxxxxxxx

with

[Contractor Name]

Satellite Enhanced Telemedicine and eHealth for sub-Saharan Africa Programme - Study on
Interoperability Aspects

DRAFT CONTRACT

Between:

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

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

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

through its establishment

ESTEC

located at:

Keplerlaan 1
Postbus 299
2200 AG Noordwijk
The Netherlands

of the one part,

and:

[Contractor Name]
(hereinafter called “the Contractor” or “...”),

whose Registered Office is at:

.....
.....
[INSERT THE COUNTRY]

represented by Mr/Ms [Insert Name and Surname], its [Insert Title In the Company],

of the other part,

the following has been agreed:

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ARTICLE 1 - SUBJECT OF THE CONTRACT – APPLICABLE DOCUMENTS

1.1 Subject of the Contract

The Contractor undertakes to perform a study on interoperability aspects of Satellite Enhanced Telemedicine and eHealth for sub-Saharan Africa, to deliver the hardware, software and documentation as described herein, and to make an oral presentation of the results.

1.2 Applicable Documents

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

- a) The specific Articles of this Contract and its Appendix 1 (Payment Plan and Advance Payment(s) and other Financial Conditions);
- b) The General Clauses and Conditions for ESA Contracts (herein referred to as GCC), ref. ESA/REG/002 not attached hereto but known to both parties and available on <http://emits.esa.int> – “reference documentation” – “administrative documents”, as amended by this Contract;
- c) Appendix 2 hereto: The Statement of Work, ref. TAFS-EST-SOW-002 Issue 1.0, Revision 1, dated 19 March 2012;
- d) Appendix 3 hereto: The Standard Requirements for Management, Reporting, Meetings and Deliverables and its Annex A: Layout for Contract Closure Documentation;
- e) The Minutes of the negotiation meeting held on ref.; not attached hereto but known to both parties;
- f) The Contractor’s Proposal reference dated, not attached hereto but known to both parties.

ARTICLE 2 - DELIVERY

2.1 Place and Dates of Delivery

2.1.1 Documents

The Contractor shall, during the performance of this Contract, deliver all documentation and reports specified in Appendix 2, in the required number of paper copies and in an electronic file. These shall be sent to the Agency's Technical Officer mentioned in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract, unless otherwise specified, in accordance with the following specific provisions:

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

2.1.1.2 The finalised versions thereof shall be issued not later than four (4) weeks after the approval of the draft versions, as follows:

- in five (5) paper copies and in five (5) copies on CD-ROM to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract; and
- one (1) paper copy and one (1) copy on CD-ROM shall be sent to the ESA Information and Documentation Centre – ESTEC library, Postbus 299, 2200 AG, Noordwijk, The Netherlands.

2.1.2 Software

The object code relevant to the software, mathematical models, data files, design files and computer programmes, specified in Appendix 2 shall be delivered to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract, not later than [DATE TO BE FILLED IN].

2.1.3 Hardware

The hardware specified in Appendix 2 shall be delivered to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract, not later than [OPTION 1:] the delivery dates specified in such Appendix 2 [OPTION 2:] [DATE TO BE FILLED IN] .

2.1.4 Contract Closure Documentation

The Contract Closure Documentation (Appendix 3, Annex A) shall be delivered in one (1) set of documentation each, to the Agency's authorised representatives not later than the time of submitting the invoice(s) for the Final Settlement (see also Article 3.2.3).

ARTICLE 3 - PRICE & PAYMENT**3.1 Price**

The price of this Contract amounts to:

... EUR
(... EURO),

broken down and Contractor and Subcontractor as follows:

	total
Contractor [Contractor Name]	... EUR (...EURO)
Subcontractor 1	... EUR (...EURO)
Subcontractor 2	... EUR (...EURO)
Subcontractor 3	... EUR (...EURO)
Subcontractor 4	... EUR (...EURO)
Subcontractor 5	... EUR (...EURO)
Total	... EUR (...EURO)

3.1.1 The type of price is the following:

A Firm Fixed Price as defined in Section 2.1 of Annex II to the GCC.

3.1.2 The above amount does not include any taxes or duties in the Member States of the Agency.

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

3.1.4 The price is Delivered Duty Paid for all deliverables, exclusive of import duties and VAT in accordance with the INCOTERMS 2000, to the addressee(s) specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract. Reference to INCOTERMS in this provision is exclusively for the purpose of price definition.

3.2 Payment

The Payment Plan and other financial conditions applicable to this Contract are specified in Appendix 1 hereto.

Payments shall be made according to the provisions hereunder.

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

The advance payment shall nominally be set-off against the 1st progress payment and the remaining amount, if any, against the next following milestone.

Payments shall be made within thirty (30) calendar days of receipt at ESA-ESTEC Finance, Central Invoice Registration Office of the documents listed and fulfilment of the requirements as specified in Articles 3.2.1 – 3.2.4 below. Only upon fulfilment of the latter requirements shall the invoice be regarded as due by the Agency.

3.2.1 Advance Payment:

Request for advance payment: to be submitted after signature of this Contract by both parties.¹

3.2.2 Progress Payment:

- Milestone Achievement Confirmation (MAC) with supporting documentation as necessary, submitted by the Contractor;
- Invoice(s);
- Actual achievement of the milestones as defined in the Payment Plan specified in Appendix 1 hereto.

3.2.3 Final Settlement:

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

¹ As a result of a financial management reform, ESA has introduced a new supplier portal for ESA's contractual partners. This portal – esa-p – does not in its roll-out phase, include a possibility to invoice an advance payment electronically. Until this feature is available (which will be announced on the esa-p portal for suppliers and/or ESA industry website) advance payments shall be requested using paper invoices as per procedure 3.2.8.b). This shall apply throughout the industrial team.

- 3.2.4 The Contractor, furthermore, undertakes to provide further supporting documentation as required by the Contract, e.g. Summary Cost Reports etc., with the electronic invoices and MACs in support of the claims
- 3.2.5 The Agency shall credit the account of the Contractor to the Contractor's benefit and to the benefit of the Contractor's Sub-Contractor(s). The Contractor shall be responsible for paying the accounts of its Sub-Contractor(s), for this Contract, within ten (10) working days. The Contractor shall indemnify the Agency against any claims arising from such Sub-Contractor(s), caused by the Contractor's failure to pay the Sub-Contractor(s). The Contractor shall supply to the Agency, upon request, evidence of payments made to its Sub-Contractor(s). The Agency reserves the right to visit the Contractor's and/or Sub-Contractor's premises and ascertain the progress of the work being performed under the Contract, prior to making the progress payment concerned.

The Contractor shall approve the Sub-Contractor(s) invoices within ten (10) calendar days from their submission to esa-p and achievement of the relevant milestone - whichever the latter.

The Contractor shall, upon request at any time by the Agency, submit the payment conditions / provisions of individual subcontracts to the Agency for approval (if requested before the subcontract is placed) or verification.

- 3.2.6 If applicable, invoices shall separately show all due taxes or duties.
- 3.2.7 In the event that the achievement of a Milestone is delayed but the milestone is partially met at the Milestone planning date foreseen, the Agency may as an exception, effect a payment against an approved MAC of the partially achieved milestone, not exceeding the value of the work performed at the date of payment.
- 3.2.8 a) The Contractor shall ensure that all invoices, including those payable by ESA directly to its Sub-Contractors, and MACs are submitted for payment exclusively through the Agency's esa-p system. If the Contractor has no access to the Agency's esa-p system at the time of signature of the present Contract, an immediate request for an esa-p user account shall be made by the Contractor to the ESA Helpdesk (mailto: fasp.helpdesk@esa.int), specifying a contact name, the company name, and the ESA Contract number.
- b) (i) Should the Contractor find the Agency's esa-p system technically inoperative at the moment of submission of the invoices, the Contractor may submit invoices in paper format in five (5) copies to the ESA Financial Operations Department of the responsible ESA-establishment ESA-ESTEC Finance, Central Invoice Registration Office, together with justifying documentation as required by the Contract.
- (ii) In cases where the Agency's esa-p system is inoperative at the moment of submission of the MAC, the Contractor may submit the MAC in paper format in three (3) copies to the Agency's Technical Officer mentioned in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract. A template MAC form can be obtained upon request to fasp.helpdesk@esa.int.

c) The Contractor undertakes to submit as well as require its Sub-Contractor(s) – in case of direct payments by ESA – to submit, complete invoices and MACs, and to strictly adhere to the instructions (including those for billing taxes and duties, where applicable) contained in esa-p.

[OPTION 2: VAT Exemption Certificate issued]

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

[OPTION 3: Exemption under national law]

Invoices submitted by the Contractor, which are free of VAT due to the applicable national law, shall make reference to the relevant piece of national legislation as shown below:

- for Italy: "Law Nr. 358 of 9/6/1977 – Gazzetta Ufficiale Numero 184 of 7/7/1977.
- for the Netherlands: Aanschrijving O.B.-B.T.W. 90, Staatssecretaris van Financiën, 's-Gravenhage 14 maart 1969, Boekwerk Omzetbelasting - BTW Directie Douane en verbruiksbelastingen Nr. D69/1649.

3.2.9 Payments shall be made by the Agency in EURO to the account specified by the Contractor. Such account information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code). The parties agree that payments shall be considered as effected by the Agency on time if the Agency's orders of payment reach the Agency's bank within the payment period stipulated in Articles 3.2.1 - 3.2.4 above.

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

3.2.11 Any questions concerning the operation of esa-p shall be addressed to the ESA Helpdesk (mail to: fasp.helpdesk@esa.int).

ARTICLE 4 - ITEMS PRODUCED OR PURCHASED UNDER THE CONTRACT – FIXED ASSETS

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

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

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

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

The inventory shall be updated and made available to the Agency during the execution of the Contract. A final issue of that inventory shall be submitted with the final contractual deliverables as foreseen in Appendix 3 Annex A Table 2.1.2.

If that inventory also includes any of those items which fall within the scope of Article 2 of the Contract, these items are to be clearly set apart.

4.4 Upon completion of the work specified in the Contract, the Agency shall take decisions regarding the final destination and the final owner of each of the items listed in the Contract inventory, apart from those which are governed by the provisions of Article 2.

The Agency shall be free to choose amongst the following options with respect to final destination and final owner:

- a) the right to claim delivery to the Agency and transfer of ownership – with issue of appropriate instructions concerning packing and shipment (at the Contractor’s expenses),
- b) the right to claim transfer of ownership and to negotiate with the Contractor a loan agreement if the Contractor is interested in keeping and using an item that the Agency wants to acquire without delay, with loan conditions making the Contractor responsible for the custody, the delayed delivery and the risks involved (at the Contractor’s expenses),
- c) the right to extend the custody of an item to the Contractor (for instance: as a protection measure for further work contracted by the Agency) and to postpone its delivery to the Agency and the associated transfer of ownership – on conditions to be negotiated,

- d) the renunciation of any rights to claim delivery and to claim transfer of ownership, leaving definitively the item in the possession and in the ownership of the Contractor, with or without financial compensation for the Agency (e.g. repurchase by the Contractor) and with or without special instruction,
- e) the right to request the Contractor to dispose of an item on conditions to be negotiated.

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

- 4.5 The Contractor shall comply with the Agency's instructions and with the agreements referred to in Article 4.4.
- 4.6 This process will be recorded as per the relevant part of the Contract Closure Documentation.

ARTICLE 5 - COMPLEMENTS AND AMENDMENTS TO THE GCC

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

PART I: CONDITIONS APPLICABLE TO ESA CONTRACTS

CLAUSE 2: APPROVAL AND ENTRY INTO FORCE

For the purpose of this Contract the authorised representative of the Director General is Ms. Magali Vaissiere, Director of Telecommunications and Integrated Applications.

CLAUSE 5: THE PARTIES' REPRESENTATIVES

Sub-Clause 5.1 The Agency's representatives

The Agency's representatives are:

- a) Mr/Ms [Insert ESA Mail Code] for technical matters or a person duly authorised by (him) (her). ("Technical Officer").

All correspondence for technical matters shall be addressed to:

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

- b) Ms Andrea Dean (PFL -PNT) for contractual and administrative matters or a person duly authorised by her. ("Contract Officer").

All correspondence for contractual and administrative matters (with exception of invoices as mentioned in Article 3.2) shall be addressed to:

	To:	With copy to:
Name	Andrea Dean	
Phone	+31.71.565.3236	
Fax	+31.71.565.7773	
e-mail	andrea.dean@esa.int	
Mail Address	ESTEC Keplerlaan 1 Postbus 299 2200 AG Noordwijk the Netherlands	

Sub-Clause 5.2 The Contractor’s representatives

The Contractor’s representatives are:

- a) Mr/Ms [Insert Name and Surname] for technical matters or a person duly authorised by (him) (her). (“Technical Officer”).

All correspondence for technical matters shall be addressed to:

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

- b) Mr/Ms [Insert Name and Surname] for contractual and administrative matters or a person duly authorised by (him) (her). (“Contract Officer”).

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

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

CLAUSE 9: KEY PERSONNEL

The Contractor’s key personnel is listed in [OPTION 1:] the Contractor’s proposal referred to in Article 1.2 above. [OPTION 2:] the Minutes of the negotiation meeting referred to in Article 1.2.above.

CLAUSE 10: SUB-CONTRACTS

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

[OPTION 2:]
 Part of the work is to be sub-contracted to the Sub-Contractor (s) listed in Article 3.1 above.

CLAUSE 11: CUSTOMER FURNISHED ITEMS (CFI)

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

CLAUSE 12: ITEMS MADE AVAILABLE BY THE AGENCY

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

CLAUSE 13: CHANGES

The template of a Contract Change Notice (CCN) is attached hereto as Appendix 4.

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

[OPTION:]

It is agreed between the parties that this Contract is, for the purpose of Clause 15.3.2.i) of the GCC, dependent on [INSERT AN ITEM] [INSERT THE CONTRACTOR NAME] [INSERT THE COUNTRY OUTSIDE ESA MEMBER STATES].

CLAUSE 17: PENALTIES/INCENTIVES

Penalties, as provided for in the GCC apply to the delivery of on [INSERT THE DATE]. The penalised value is the total price of the Contract.

CLAUSE 25: INFRINGEMENTS OF THE LAW

Should in the execution of the contract a need arise to provide the Agency with information which is subject to export control laws and regulations (i.e ITAR), such information shall be clearly identified and segregated by the Contractor at the time of its communication to the Agency so as to allow its proper handling by the Agency. In the absence of such identification and segregation the Agency shall not be held responsible by the Contractor or any Third Party for any infringement of laws or statutes.

CLAUSE 34: APPLICABLE LAW

The substantive law referred to in Clause 34 of the GCC is the law of [INSERT THE COUNTRY].

CLAUSE 35: DISPUTE RESOLUTION

The arbitration proceedings referred to in Clause 35 of the GCC shall take place in , [INSERT THE COUNTRY].

PART II: CONDITIONS CONCERNING INTELLECTUAL PROPERTY RIGHTS FOR ESA STUDY, RESEARCH AND DEVELOPMENT CONTRACTS

For the purpose of this Contract:

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

The following provisions are added:

CLAUSE 36: GENERAL

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

The term “documentation” shall also include data files, CAD files, EXCEL files and similar electronic files, which shall not be considered as “software” in the sense of Clause 42 of the GCC.

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

CLAUSE 37: INFORMATION TO BE PROVIDED

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

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

CLAUSE 38: DISCLOSURE

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

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

CLAUSE 43: BACKGROUND INTELLECTUAL PROPERTY RIGHTS

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

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

-.....

-
-
-
-

- a) The Contractor shall include the Background Intellectual Property exclusively in the following deliverables and shall mark them conspicuously as ‘Confidential – Background Intellectual Property’. ESA shall protect those deliverables under Clause 38 of the GCC. All other deliverables shall not contain any Proprietary Background Information, shall not be marked ‘Confidential – Proprietary Information’, and shall not fall under the protection of Clause 38 GCC.
- b) Notwithstanding the second paragraph of Clause 43.1 of the GCC, the following is agreed: if the Contractor, after the signature of the contract, invokes the existence of any additional Background Intellectual Property to be used for the purposes of the present Contract, the Contractor shall provide conclusive evidence to the Agency of the existence of this Background Intellectual Property and shall justify the reasons for which the existence of this Background Intellectual Property was not invoked before the Contract signature.

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

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

SUB-CLAUSE 43.4 and 43.7:

For the purpose of Sub-Clauses 43.4 and 43.7 of the GCC, the term “Agency Project” shall refer to all present and future activities/projects of the Agency for which the results of the present Contract are relevant.

CLAUSE 49: TRANSFER OUTSIDE THE MEMBER STATES

The request for a transfer outside the Member States shall be addressed to the Agency’s Technology and Product Transfer Board via the Secretary of the Board, Legal Department, ESA Headquarters, 8-10 rue Mario Nikis, 75015 Paris, with a copy to the technical and administrative representatives of the Agency identified in Article 5, Clause 5, Sub-Clause 5.1.

Done in two originals,

	Contractor	ESA
In:	Noordwijk
On:		
Contractor/ESA	For [Contractor Name]	For the European Space Agency (ESA)
Representative	[Insert Name and Surname], its [Insert Title In the Company]	Ms. Magali Vaissiere, Director of Telecommunications and Integrated Applications.
Signature		

SPECIFIC APPROVAL (FOR CONTRACTS PLACED UNDER ITALIAN LAW ONLY)

The Contractor certifies that he specifically approves the following Clauses of the General Conditions:

- Clause 7: Transfer of the Contract
- Clause 10: Sub-Contracts
- Clause 18: Damage to staff and goods
- Clause 19: Liability for consequential damages during the execution of the Contract
- Clause 20: Liability after acceptance
- Clause 24: Disclosure and use of classified information by the Contractor
- Clause 25: Infringements of the law
- Clause 26: Infringements of third party rights
- Clause 30: Termination – General Rule
- Clause 32: Termination with fault of the Contractor
- Clause 33: Termination in special cases

On behalf of the Contractor,

on this day [INSERT THE DATE]

APPENDIX 1 - PAYMENT PLAN AND ADVANCE PAYMENT(S) AND OTHER FINANCIAL CONDITIONS

Milestone Description	PRIME CONTRACTOR MPP		FOR INFO, SUBCONTRACTORS MPP		
	Scheduled Dates	Payments from ESA to Contractor	Contract or	Sub-Contractor	Total
MILESTONE 1 - Progress : Upon successful completion of WP xxx and/or successful [review] and acceptance of all related deliverables		Max. 80%			
MILESTONE 2 – Final : Upon the Agency’s acceptance of all deliverable items due under the Contract and the Contractor’s fulfilment of all other contractual obligations including submission of the Contract Closure Documentation		Min. 20%			
Total					

Advance Payment(s) and other financial conditions:

Prime (P)/ Subcontractor (S)	Company Name	Vendor Code	Advance Payment Euro	Off-Setting against	Off-set by	Condition (if applicable)
P	[Contractor Name]	INSERT VENDOR CODE	Max. 35%	MS 1	Amount	Upon signature of the contract by both parties

APPENDIX 2 - STATEMENT OF WORK

APPENDIX 3 - STANDARD REQUIREMENTS FOR MANAGEMENT, REPORTING, MEETINGS AND DELIVERABLES

This document contains the requirements for Management, Reporting, Meetings and Deliverables for this Contract.

1. MANAGEMENT

1.1 General

The Contractor shall implement an effective and economical management for the project. His nominated Project Manager shall be responsible for the management and execution of the work to be performed and, in the case of a consortium, for the coordination and control of the consortium's work.

1.2 Access

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

2. REPORTING

2.1 Minutes of Meeting

- a) The Contractor is responsible for the preparation and distribution of minutes of meetings (see ECSS-M-20 section 5.3.1 for more details) held in connection with the contract. Electronic and paper versions shall be issued and distributed to all participants, to the Agency's technical representative (4 copies) and to the ESA Contracts Officer (1 copy), not later than ten (10) days after the meeting concerned.
- b) The minutes shall clearly identify all agreements made and actions accepted at the meeting together with an update of the Action Item List (AIL) and the Document List. The minutes shall be signed.

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

2.2 Documents List

The Contractor shall create and maintain a Document List, recording all the

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

2.3 Action Item List (AIL)

The Contractor shall maintain an Action Item List (AIL, see ECSS-M-20 5.3.2 for more details), recording all actions agreed with the Agency. Each item shall be uniquely identified with reference to the minutes of the meeting at which the action was agreed and will record generation date, due date, originator and the person instructed to take action. The AIL shall be reviewed at each progress meeting.

2.4 Bar-Chart Schedule

- a) The Contractor shall be responsible for maintaining the bar-chart for work carried out under the contract, as agreed at the negotiation meeting.
- b) The Contractor shall present an up-to-date chart for review at all consequent meetings, indicating the current status of the contract activity (WP's completed, documents delivered, etc.).
- c) Modifications of the schedule shall be contractually binding only if approved in writing by the Agency's representative for contractual and administrative matters.

2.5 Risk Register

- a) The Contractor shall be responsible for maintaining a risk register, agreed at the kick-off meeting. This register shall identify potential risks, their likelihood and severity, and propose meaningful mitigation measures (see ECSS-M-00-03B for more details).
- b) The Contractor shall present an up-to-date risk register in his progress reports for review at monthly progress meetings.

2.6 Progress Reports

Every month, the Contractor shall provide a progress report to the Agency's representatives, covering the activities carried out under the contract (see ECSS-M-20 section 5.3.3 for more details). This report shall refer to the current activities shown on the latest issued bar-chart and shall give:

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

- a.6 expected date for major schedule items
- a.7 milestone payment status
- a.8 status of risks

2.7 Problem Notification

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

3. MEETINGS

- a) The negotiation meeting shall take place at the Agency's premises.
- b) Progress meetings shall be held at approximately 2- to 3-monthly intervals, alternating between Agency premises and Contractor premises.
- c) The final presentation shall take place at the Agency's premises.
- d) Additional meetings may be requested either by the Agency or the Contractor.
- e) The Contractor shall give to the Agency prior notice of any meetings with third parties to be held in connection with the contract. The Agency reserves the right of participation in such meetings.
- f) With due notice to the Contractor the Agency reserves the right to invite third parties to meetings to facilitate information exchange.
- g) For all meetings with the Agency, the Contractor shall ensure that proper notice is given at least two (2) weeks in advance. For all other meetings, the Contractor shall inform the Agency, which reserves the right to participate. The Contractor is responsible for ensuring the participation of his personnel and those of the Sub-Contractor(s), as needed.
- h) For each meeting the Contractor shall propose an agenda in electronic form and shall compile and distribute handouts of any presentation given at the meeting.
- i) The full list of meetings intended during this contract are indicated in Table 1.

Event	Date	Location
<i>KoM</i>	<i>Kick-off Meeting – Stage 1 beginning</i>	<i>ESTEC</i>
<i>M1</i>	<i>Acceptance of Reference Models – Stage 2 beginning</i>	<i>TBD</i>
<i>PM-1</i>	<i>Intermediate revision of work</i>	<i>TBD</i>
<i>M2</i>	<i>Acceptance of Candidate Governance Models – Stage 3 beginning</i>	<i>TBD</i>
<i>PM-2</i>	<i>Revision of consolidated model, proof of concept</i>	<i>TBD</i>
<i>PM-3</i>	<i>Intermediate revision of work</i>	<i>TBD</i>
<i>M3</i>	<i>End of the Study</i>	<i>ESTEC</i>

Table 1: Milestone list

4. DELIVERABLES

This section specifies the deliverables under the contract:

4.1 Documentation

- a) In addition to the documents to be delivered according to section 2 here above, the following documentation shall also be deliverable.
- b) All documentation deliverables mentioned hereunder (including all their constituent parts) shall also be delivered in electronic form in a format agreed by the Agency (PDF format and the native format, and in other exchange formats where relevant (e.g. CAD, drawings, databases)).
- c) All the documentation shall be delivered on computer readable media (e.g. CD-ROM, DVD-ROM) as agreed by the Agency with an additional two (2) paper copies.
- d) The draft version of the documentation shall be sent to the Technical Officer in three (3) copies not later than two (2) weeks before the documentation is to be presented. The final version shall be provided in a number of copies specified in the Statement of Work.

4.1.1. Final Report

- a) The Final Report shall provide a complete description of all the work done during the study and shall be self-standing, not requiring to be read in conjunction with reports previously issued. It shall cover the whole scope of the study, i.e. a comprehensive introduction of the context, a description of the programme of work and report on the activities performed and the main results achieved. The Final Report shall bear the joint logo displayed below:



4.1.4. Executive Summary Report

The Executive Summary Report shall concisely summarise the findings of the contract. It shall be suitable for non-experts in the field and should also be appropriate for publication. For this reason, it shall not exceed

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

4.1.5 Contract Closure Documentation

The Contract Closure Documentation is a mandatory deliverable, due at the end of the contract (or at the end of a phase in case the Agency decides not to proceed with the following phase). For the avoidance of doubt, “end of the contract” shall mean the finalisation of a series of tasks as defined in the Statement of Work attached to this Contract. Therefore, work performed under Riders or Contract Change Notices adding new tasks with respect to the original contract shall require separate Contract Closure Documentation. The contents of the Contract Closure Documentation shall conform to the layout provided in Annex A hereto.

4.2 Hardware

No hardware is deliverable under this contract.

4.3 Computer Programs and Models

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

4.4 Project Web Page

The Contractor shall produce a Project Web Page which shall be suitable for public internet access.

A summary of the items to be delivered to ESA is listed in Table 2 and Table 3 below

Reference	Title	Type
TN-1.	Reference Models (contributions TN-1.1 to TN-1.13)	Document
ED-1	Reference Models in electronic format	Document / Software
TN-2.	Analysis on the Current Healthcare Governance Models in the Sub-Saharan Africa (contribution TN-2.1 to TN-2.6)	Document
TN-3.	Proposed Governance Models (contributions TN-3.1 to TN-3.16)	Document
ED-2	Different governance models design in electronic format	Document / Software

Reference	Title	Type
TN-4.	Consolidated Governance Model (contributions TN-4.1 to TN-4.5)	Document
ED-3	Consolidated governance model in electronic format	Document / Software
TN-5.	Proof of Concept & Lessons Learnt (contributions TN-5.1 to TN-5.3)	Document
ED-4	Updated governance model in electronic format	Document / Software
ED-5	Software / Hardware tools developed during the Proof of Concept	Software / Hardware
TN-6.	Implementation Roadmap (contributions TN-6.1 to TN-6.5)	Document
TN-7.	Report on Dissemination Activities	Document

Table 2: Deliverable list

Title	Type
Final Report	Document
Executive Summary	Document
Monthly Progress Reports	Document
Minutes of Meetings (kick-off, progress, review, final presentation)	Document
Project Web Page (PWP)	Document
Contract Closure Documentation	Document

Table 3: Reporting deliverable list

ANNEX A: LAYOUT FOR CONTRACT CLOSURE DOCUMENTATION

for
 ESA-ESTEC Contract Nr. Xxxxxxx

“Satellite Enhanced Telemedicine and eHealth for sub-Saharan Africa Programme - Study on Interoperability Aspects ”,

hereinafter referred as the “Contract”

Section 1 – Parties, contract duration and financial information

Contractor	[Contractor Name]		
Sub-Contractor(s) <i>(state if not applicable)</i>			
Contract duration Per Contract	From:	Phase 1	from:
	To:		to:
		Phase n	from:
			to:
Total contract price <i>(including all CCNs, Work Orders, Call of Orders)</i>	EUR		
and total contract value <i>(in case of co-funding; state if not applicable)</i>	EUR		
broken down as follows:	Original contract price	... EUR (... EUR)	
	and original contract value <i>(in case of co-funding; state if not applicable)</i>	EUR	
	CCN x to n	EUR	in total
	Work Order x to n	EUR	in total
	Call-off Order x to n	EUR	in total

Section 2 – Recapitulation of deliverable items

2.1 – Items deliverable under the Contract

If any of the columns do not apply to the item in questions, please indicate “n/a”.

Table 2.1.1 – Items deliverable according to the Statement of Work

Type	Ref. No.	Name/Title	Description	Replacement Value (EUR)/ Other	Location¹⁾	Property of	Rights granted / Specific IPR conditions²⁾
Documentation							
Hardware							
Software			<i>(delivery in object code/source code?)</i>				
Other							

¹⁾ *In case the item is not delivered to ESA, please indicate the location of the deliverable and the reason for non-delivery (e.g. loan agreement, waiver, future delivery, etc.)*

²⁾ *e.g. IPR constraints, deliverable containing proprietary background information (see also 2.1.4 below)*

Table 2.1.2 – Other deliverable items: Inventory of items produced or purchased under the contract (if applicable)

[OPTION 1: No Fixed Assets]

No Fixed Asset has been acquired under the Contract by the Contractor and/or its Sub-Contractor(s).

[OPTION 2: Fixed Assets]

Any fixed assets, acquired under the Contract by the Contractor and/or its Sub-Contractors are listed in the List of Fixed Assets attached below. The Contractor certifies that all its obligations with regards to Fixed Assets have been fulfilled. The Agency will inform the Contractor of its decision with respect to the disposal of Fixed Assets items.

Item name	Part/ Serial reference number	Location	Value	ESA DECISION*		
				Deliver to ESA	Sell or Dispose of	Leave in (Sub-) Contractor's Custody

* To be completed by ESA

Section 4 – Statement of Invention

[[OPTION 1: NO INVENTION]

In accordance with the provisions of the above Contract, [Contractor Name] hereby certifies both on its own behalf and that of its consortium/Sub-Contractor, that no Intellectual Property Right(s) has(ve) been registered in the course of or resulting from work undertaken for the purpose of this Contract; and that no inventions have been made in the course of or resulting from work undertaken for the purpose of this Contract that generated knowledge that could be registered as Intellectual Property Rights.

[OPTION 2: INVENTION]

In accordance with the provisions of the above Contract, [Contractor Name] hereby certifies both on its own behalf and that of its consortium/Sub-Contractor that the following Intellectual Property Right(s) has(ve) been registered in the course of or resulting from work undertaken for the purpose of this Contract.

.....

[OPTION]: In accordance with the provisions of the above Contract, [Contractor Name] hereby certifies both on its own behalf and that of its consortium/Sub-Contractor that the following inventions have been made in the course of or resulting from work undertaken for the purpose of this Contract but have not been registered as Intellectual Property Rights:

.....

[OPTION]: In accordance with the provisions of the above Contract, [Contractor Name] hereby certifies both on its own behalf and that of its consortium/Sub-Contractor that the following inventions have been made in the course of or resulting from work undertaken for the purpose of this Contract and are foreseen for and/or in the process of registration:


The Agency’s rights on such registered and/or unregistered Intellectual Property Rights shall be in accordance with the ESA GCC Part II provisions as amended by the above Contract.

APPENDIX 4 - CONTRACT CHANGE NOTICE

For submission of a change as per Clause 13 of the General Conditions, the Contractor shall submit his proposal in the format of a CCN using the cover page included below. The form shall be filled with the following information as a minimum:

- The Contractor's name and the Contract number
- The title of the area affected by the change (Work Package reference, new work, etc.)
- The name of the initiator of the change (Contractor or ESA)
- The description of the change (including Work Package Descriptions, WBS, etc.)
- The reason for the change
- The price breakdown in € if any (breakdown by company, phase, etc., including PSS-A2 and PSS-A8 forms)
- Effect on other Contract provisions
- Start of work – end of work (including contractual delivery dates and overall planning, milestones, etc.)
- A CCN Form, as per the format below, signed by the Contractor's representatives.

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

	DIRECTORATE: XXXXX	Contractor: [Contractor Name]	
		Contract No.: XXXXXXX	
CONTRACT CHANGE NOTICE		No.:	DATE:
TITLE OF AREA AFFECTED (WORK PACKAGE/MUP/ETC):		WP REF:	
		MUP REF:	
DESCRIPTION OF CHANGE		INITIATOR OF CHANGE:	
REASON FOR CHANGE			
PRICE BREAKDOWN (Currency)/PRICE-LEVEL			
EFFECT ON OTHER CONTRACT PROVISIONS		START OF WORK	
		END OF WORK	
CONTRACTOR'S PROJECT MANAGER: [Insert Name and Surname]		CONTRACTOR'S CONTRACTS OFFICER: [Insert Name and Surname]	
DATE:		DATE:	
[DISPOSITION RECORD OR OTHER AGREED CONDITION RECORDED WITH THE CCN APPROVAL]			
ESA TECHNICAL OFFICER: DATE:		ESA CONTRACTS OFFICER: Andrea Dean DATE:	

APPENDIX 5 - STANDARD COVER PAGE FOR ESA STUDY CONTRACT REPORTS

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

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