DRAFT RESEARCH CONTRACT

[Project acronym – project name]

Between:

Poznan University of Technology,
(hereinafter called the "Phi-Lab Poland"),
located at:
1 Jacka Rychlewskiego Street,
61-131 Poznan
POLAND

Whose Tax Identification Number is: 7770003699

acting at request of the European Space Agency and managing Phi-Lab Poland Represented by Mr Prof. Teofil Jesionowski, Rector of Poznan University of Technology

of the one part,

And:

…….....,
(hereinafter called the "Contractor")

Whose Registered Office is at:
……,
……,
……,

Whose Trade Register Number in ……. is: ..……,……..,

Represented by [Name and function to be specified] Mr/Ms……., its ……,

of the other part,

(together, hereinafter referred to as the "Parties" or individually as a "Party")

Commencement Date of the Support : ……
Planned Support End Date: ……..

the following has been agreed:

PREAMBLE

1. WHEREAS the European Space Agency (the Agency) is an intergovernmental organisation established by the Convention approved by the Conference of plenipotentiaries of its Member States on 30 May 1975 and which entered into force on 30 October 1980.

2. WHEREAS Article II of the Convention assigns to the Agency the task to promote cooperation in space research and technology and their space applications and to elaborate and implement activities and programmes in the space field.

3. WHEREAS as part of the commercialisation initiative the Agency has set up the ESA Phi-LabNet initiative to support promising space related research activities and deliver innovation close to market entry.

4. WHEREAS the Agency has chosen to implement and manage the Phi-Lab Poland] through ESA contract.

5. WHEREAS the Phi-Lab Poland is partly funded by the European Space Agency.

6. WHEREAS the Contractor wishes to participate in the Phi-Lab Poland] and benefit from the assistance which may be offered to it through the provisions of this Contract.

7. WHEREAS, as part of the assistance offered to the Contractor, the Phi-Lab Poland and the Contractor will sign a Service Agreement of same date as this Contract for the provision of related technical equipment and facilities to the Contractor (see Appendix 2a).

8. **[OPTION:** WHEREAS, as part of the assistance offered to the Contractor, the Phi-Lab Poland and the Contractor will sign a Service Agreement of same date with this Contract for the provision of workspaces to the Contractor (see Appendix 2b). END OPTION]

DEFINITIONS

For the purpose of this Contract, the following words shall have the meanings assigned to them:

“Activity” means all the activities that the Contractor will undertake under this Contract in relation to its participation in the Phi-Lab Poland programme, including the preparation of the Executive Summary, the Mid Term Report, the Final Report, and all other obligations and deliverables to be made by the Contractor under this Contract.

“Agency’s Own Requirements” means the activities and programmes undertaken by the Agency in the field of space research and technology and space applications in accordance with Article V 1(a) and (b) of the European Space Agency Convention.

“Contractor for the ESA Phi-Lab Poland” (referred to as “the Contractor”) means the entity that benefits from the ESA Phi-Lab Poland support while implementing its research activity.

“Alumnus” means an entity which has successfully completed a research project at the Phi-Lab Poland.

“Annual Performance Report” has the meaning set out in Appendix 1, section 4.1.4.

“Phi-Lab” means an entity or a consortium providing research mentoring, technical support, business development support and access to facilities and equipment to Contractors.

“CCN” means a Contract Change Notice.

"Change Review Board" means board consisting of a contractual and a technical representative(s) of Phi-Lab Poland established to discuss and agree upon the approval or rejection of a change proposal, and a final CCN.

“Commencement Date” means the date that this Contract comes into force, as set out in Article 5.

“Contract” means an agreement established in writing between the Phi-Lab Poland and the Contractor regulating the Activity.

“Contract End Date” means the last day when the Contract is in effect. The date on which this Contract comes to an end, as set out in Article 5.

“Contract Term” means the period between the Commencement Date and the Contract End Date.

“Cost Report” means a report detailing all costs incurred in relation to the Activity, to be submitted by the Contractor to the Phi-Lab Poland.

“Delive rables” has the meaning set out in Article 2.

“Disclosing Party” means the Party disclosing Proprietary Information.

“Equipment and Facilities” has the meaning set out in Article 3.4.

“ESA Fixed Assets” means tangible and intangible assets purchased or developed under the Contract with a cost or fair value that can be measured reliably and exceeds 5,000 euros.

"Firm Fixed Price” shall mean the price that shall not be subject to any adjustment or revision by reason of the actual costs incurred by the Contractor in the performance of the Contract.

“Phi-Lab Polandlocation logo” means the logo provided by ESA to be used by Phi-Lab Poland.

“Phi-Lab Poland Partner” means an entity that is working together with the Phi-Lab Poland to support the activities described under the Agency’s Statement of Work.

“Executive Summary” has the meaning set out in Appendix 1, section 4.1.3.

“Final Report” means the document presenting all the Activity undertaken by the Contractor during the Contract Term, as further defined in Appendix 1, section 4.1.2.

“Force Majeure” means an event which is, unforeseeable, unavoidable and external at the time of Contract signature, occurs beyond the control of the affected Party and renders the performance of the Contract impossible for the affected Party, including but not limited to: Acts of God, Governmental Administrative Acts or omissions, consequences of natural disasters, epidemics, war hostilities, terrorist attacks.

“Innovation Seed Funding” means a cash contribution to the Contractor paid by the Phi-Lab Poland nominally provided by the European Space Agency (“**ESA**”). There shall be no requirement for the Contractor to pay back the received Innovation Seed Funding to Phi-Lab Poland as long as corresponding expenses support the objectives of the research activity and deliverables are provided in accordance with the Contract. The Agency’s part of the Innovation Seed Funding is considered as payment for procurement according to the conditions set out in this Contract.

“Intellectual Property Rights” means all Registered Intellectual Property Rights, and all unregistered intellectual property rights granted by law without the need for registration with an authority or office including all rights in information, data, blueprints, plans, diagrams, models, formulae and specifications together with all copyright, unregistered trademarks, design rights, data base rights,

topography rights, know-how and trade secrets or equivalent rights or rights of action anywhere in the world.

“Mid-Term” means the midpoint date between the Commencement Date and the Contract End Date.

“Mid-Term Report” has the meaning set out in Article 2.1.1.

“Participating States” means a Member or non-Member State participating in a given European Space Agency programme according to Article V.1 (a) and (b) of the European Space Agency Convention.

“Participating State’s Own Requirements” shall mean the requirements stemming from a public programme in the field of space research and technology and their space applications fully funded or funded to a substantial extent by the Participating State.

“Proprietary Information” has the meaning set out in Article 11.2.

“Receiving Party” means the Party receiving Proprietary Information.

[OPTION: to be added in case the Rental Agreement is signed with the Contractor
“Rental Agreement” the agreement set out in Appendix 2b and regulating the rental of Phi-Lab workspaces between the Phi-Lab Poland and the Contractor.
END OPTION]

“Service Agreement” the agreement set out in Appendix 2 and regulating the provision of support (including access and use of laboratories, facilities and equipment) from the Phi-Lab Poland to the Contractor.

“Subcontractor” means the entity who forms a consortium with the Contractor to provide supplies or services in support of the Contract placed between the Phi-Lab Poland and the Contractor.

“Technical Support” has the meaning set out in Article 3.1.

“Text Line” has the meaning set out in Article 9.2.1.

“Third Party” means a natural or legal person other than the Parties to this Contract.

“Third-Party Services” has the meaning set out in Article 4.

ARTICLE 1 - SUBJECT OF THE CONTRACT, APPLICABLE DOCUMENTS

1.1 Subject of the Contract

The Contractor undertakes to perform the Activity "[TITLE]" and the Phi-Lab Poland undertakes to provide technical support, business support, IPR/Legal advice, access to related equipment and facilities, **[OPTION**: access to its own background IPR END OPTION] up to the maximum Innovation Seed Funding Amount identified under Article 6.1.1 (hereinafter also referred to as the "Phi-Lab's Poland Support") and deliver the items described in Article 2 hereto.

1.2 Applicable Documents

The Activity and the Phi-Lab's Poland support shall be performed in accordance with the following applicable documents listed hereunder in order of precedence, in case of conflict:

a) This Contract;
b) The Standard Requirements for Management, Reporting, Meetings and Deliverables as set out in Appendix 1 hereto;
c) The Service Agreement attached herewith as Appendix 2a
d) **[OPTION**: The Rental Agreement attached herewith as Appendix 2b END OPTION];
e) **[OPTION**: The Software Licence Agreement attached herewith as Appendix 2c END OPTION];
f) The Minutes of the negotiation meeting held on the ....., reference .....; not attached hereto but known to both Parties;
g) The Contractor's Proposal ref. ……, dated ……, Version …….., not attached hereto but known to both Parties.

The latest updated version of the Preliminary Report, Mid-Term Report and the Final Report templates will be made available by the Phi-Lab Poland to the Contractor. The Parties agree that any change regarding these templates will not require a Contract Change Notice.

1.3 General Terms of Execution

The Contractor shall be fully responsible towards the Phi-Lab Poland for the proper execution of the Activity, **[OPTION:** if Subcontractors including any subcontract agreed hereunder. Subcontracts other than those specified in Article 6.1 below are expressly excluded.

The conditions of the subcontracts shall secure for the Phi-Lab Poland any rights granted to it under the terms of this Contract.

The Subcontractor shall have the same rights and obligations in relation to the work to be performed under the subcontract that the Contractor has agreed in relation to the work performed under the present Contract.

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

Should any Subcontractor encounter serious difficulties in the process leading to timely payment of due invoices (i.e. related to a milestone already achieved) to be made by the Subcontractor's direct customer (i.e. not Phi-Lab Poland), or contractual coverage of activities already kicked-off, the said Subcontractor may directly contact the Phi-Lab Poland. END OPTION]

ARTICLE 2 – DELIVERY

The Contractor undertakes to deliver the items as described here below (the "Deliverables"). These shall be sent to the Phi-Lab's Poland Technical Officer mentioned in Article 8.3 a) of the Contract, unless otherwise specified, in accordance with the following provisions:

2.1 Documentation

The Contractor shall during the performance of this Contract, deliver the required documentation and reports in searchable, indexed and not encrypted PDF and original (WORD) format, in accordance with the following provisions

2.1.1 Preliminary Report

The Preliminary Report shall be submitted at least two (2) weeks in advance of the Preliminary Review meeting by the Contractor to the Phi-Lab Poland. This report shall address the aspects described in Appendix 1, article 4.1.1.

The key content of the Preliminary Report shall be presented by the Contractor to the Phi-Lab Poland at the Preliminary Review.

2.1.2 Mid-Term Report

The draft Mid-Term Report shall be submitted at least two (2) weeks in advance of the Mid-Term Review meeting by the Contractor to the Phi-Lab Poland. This report shall address the aspects described in Appendix 1, article 4.1.2.

The key content of the Mid-Term Report shall be presented by the Contractor to the Phi-Lab Poland at the Mid-Term Review.

2.1.3 Final Report and Executive Summary

The Contractor shall deliver the draft versions of the Final Report (see content in Appendix 1, article 4.1.3) and the Executive Summary using the Final Report template applicable to this Contract at least one (1) month prior to the Final Review, to the Phi-Lab Poland.

The Phi-Lab Poland shall review the draft version of the Final Report and the Executive Summary and provide comments to the Contractor at latest two (2) weeks before the Final Review.

The Executive Summary shall be free from any Proprietary Information. The Executive Summary may be used by the Phi-Lab Poland and the Agency for promotional purposes.

The key content of the Final Report and the Executive Summary shall be presented by the Contractor to the Phi-Lab Poland at the Final Review.

The final versions of the Final Report and the Executive Summary shall be delivered 4 weeks after Phi-Lab's Poland approval and not later than **[INSERT DATE].**

2.2 Contribution to Phi-Lab Poland

The Contractor shall actively participate in the activities and events organised by Phi-Lab Poland, fostering collaboration and engagement with its community. Furthermore, the Contractor commits to actively publicise and communicate to external stakeholders that the research project is being conducted as part of Phi-Lab Poland, ensuring proper recognition and visibility for the collaboration. These commitments are intended to strengthen the shared objectives and impact of the Phi-Lab ecosystem.

2.3 Other Deliverables

The Contractor shall deliver to the Phi-Lab Poland, not later than at the Contract End Date or upon termination of this Contract, a proof of the developments carried out as part of the research project. These include the Digital Object Identifiers of all research papers and articles published related to the research activity, software and hardware (See articles 2.3.1 and 2.3.2 below for details). The Phi-Lab Poland will then deliver to or share these with the European Space Agency.

The Phi-Lab Poland and the Agency will use these deliverables for communication, dissemination and publicity purposes, and for verifying correct use of the Innovation Seed Funding.

2.3.1 Software

The Contractor shall deliver a copy of the software, mathematical models, data files, design files and computer programmes, if any of the above has been developed or procured under the Contract. This may be a sample version of the application.

Re-used or proprietary software embedded in the deliverable product and required for its correct functioning shall also be a deliverable.

If this is not feasible, and subject to approval by the Phi-Lab Poland, a video with a live demonstration of the software and its functionalities shall be delivered.

In the event the Phi-Lab Poland, the Agency or any of its Participating States require to use the software developed under this Contract for its/their Own Requirements, the Contractor shall provide the appropriate licence. The terms and conditions of such licence shall be agreed beforehand between the Agency or its Participating States and the Contractor. Those terms and conditions shall be similar or more favourable than the market conditions. For the sake of understanding, the relevant provisions of Article 12 below shall apply.

2.3.2 Hardware

a) The Contractor shall deliver the hardware developed (if applicable, e.g. breadboard/prototype) or procured under the contract, together with its operation manual.

   If this is not feasible, e.g. because of high production costs or the characteristics of the hardware, and conditional to approval by the Phi-Lab Poland, the Contractor may instead deliver a mock-up or a video with live demonstration of the hardware in action, developed under this Contract. The Contractor shall, however, keep the prototype for the specific use described under 2.3.2 b).

b) The Phi-Lab Poland and/or the Agency via the Phi-Lab Poland shall have the right to loan (at market or more favourable conditions) any hardware developed by the Contractor under this Contract, for the purposes of displaying it in an exhibition or for the Phi-Lab Poland and/or the Agency's promotional purposes. This right shall expire five (5) years from the end of the Contract Term or from termination of this Contract, unless otherwise agreed in writing by the Parties.

2.2.3 Photographs, Video demonstrations

The Contractor shall deliver photographs and video demonstrations of the work performed under this Contract to the Phi-Lab Poland no later than at the Final Review.

Such photographs and video demonstrations shall not contain any Proprietary Information and may be used by the Phi-Lab Poland and the Agency for promotion only.

ARTICLE 3 –PHI-LAB POLAND UNDERTAKINGS

The Phi-Lab Poland undertakings under this Contract include research mentoring, technical support, business support and IPR/Legal advice at no additional cost to the Contractor and at the Contractor's request, according to the following terms as further agreed in the Minutes of the Meeting identified under 1.2. f):

3.1 Research Mentoring / Technical Support

(a) Research mentoring and technical support necessary for, and directly related to the Activity (referred to as "Technical Support") shall be available to the Contractor.

(b) The Technical Support shall be available to the Contractor for the duration of the Contract Term, unless a shorter period is agreed between the Parties.

(c) Any information on hard copy documents or other physical form provided to the Contractor as part of the Technical Support shall remain the property of the Phi-Lab Poland and shall be returned to the Phi-Lab Poland at the end of the Contract Term or upon the termination of this Contract.

d) For all matters relating to the Technical Support the responsible person is the representative for technical matters, nominated in Article 8.3 a) below.

3.2 Business Coaching

Business coaching necessary for and directly related to the Activity shall be available to the Contractor.

3.3 IPR/Legal Advice

IPR or legal advice necessary and directly related to the Activity shall be available to the Contractor.

3.4 Equipment and Facilities

The Contractor will have access to the Equipment and Facilities of the Phi-Lab Poland at the conditions specified in Annex 2a.

It is not foreseen that the Agency will loan the Contractor any equipment, unless otherwise agreed between the Parties.

3.5 Intellectual Property Made Available *[If applicable]*

The Phi-Lab Poland will make the following the Intellectual Property available to the Contractor:

Exact name of IP item	Owner	Description	Patent # or Ref./ Issue/ Revision/Version #	Date of creation of the version of the IP listed here	Type of Licence	Protected Format (Y/N)

The following conditions shall apply with regards to the use of the Phi-Lab Poland Intellectual Property by the Contractor:

[OPTION:

3.6 Workspace

The Contractor will have access to the workspaces at the Phi-Lab Poland at the conditions specified in Annex 2b.

END OPTION]

ARTICLE 4 - SERVICES TO BE PROVIDED BY THIRD PARTIES

During the Contract Term, the Contractor can enter into agreements with Third Parties to obtain specific advice/product relevant to the Activity ("Third-Party Services"). The Phi-Lab Poland shall be duly informed and shall bear no responsibility for such advice or product.

ARTICLE 5 - CONTRACT TERM

This Contract shall enter into force upon signature by the legal representatives of both Parties ("Commencement Date") and shall continue being in force until the Contract End Date, unless it is terminated in accordance with Article 16. In no case shall the Contract Term exceed the duration of two (2) years.

ARTICLE 6 – FINANCIAL CONTRIBUTION AND PAYMENT

6.1 Financial Contribution

6.1.1 The total cost of the Activity (the "Contract Cost") amounts to:

… EUR
(… Euro),

towards which the Innovation Seed Funding contributes at …%. According to these calculations, the Innovation Seed Funding for this Activity amounts to:

… EUR
(… Euro)

[OPTION: to be used if Phi-Lab Poland local funding (only in cash) applies
with Phi-Lab Poland local funding contribution at…%. According to these calculations, the Phi-Lab Poland local funding for this Activity towards the Contractor amounts to:

… EUR
(… Euro),

END OPTION]

and **[OPTION:** is/are END OPTION] hereafter referred to as the "Contract Price" broken down per Contractor **[OPTION:** and Subcontractor(s) END OPTION] as follows:

Company Name	ESA Entity Code	Type P/Prime; S/Subco.	Contract Cost	Contract Price	Total Amount in Euro

The difference between the agreed Contract Cost and the Contract Price shall be financed by the Contractor***] through its private funding/internal funds/[specify if other/ as specified in the proposal]]***, and shall not be recharged.

6.1.2 The type of price of the Innovation Seed Funding **[OPTION:** and Phi-Lab Poland local funding END OPTION] is a Firm Fixed Price.

6.1.3 The above-mentioned amount does not include any taxes and/or duties.

6.2 Payment Terms

All payments shall be made to the Contractor according to the provisions stated in the present Article.

6.2.1 Categories of Payments

6.2.1.1 Progress Payments

(a) The Phi-Lab Poland shall authorise progress payment in connection with this Contract and the Activity undertaken by the Contractor. The Contractor shall provide the Phi-Lab Poland with the supporting documentation that will justify the actual achievement of the milestone as defined in the Payment Plan specified in Article 6.2.2 below.

(b) Progress payments shall not be considered as final payments. A progress payment will be deducted from the total price under this Contract.

(c) Unless explicitly agreed with the Phi-Lab Poland, the Contractor shall not make use of the resources provided under this contract for a purpose not strictly within the scope of this Activity. In the event of any violation of this provision the Phi-Lab Poland reserves the right to require the return of the advance and/or progress payments without prejudice to its rights under Article 16.

6.2.1.2 Final Settlement

(a) The Contractor is allowed to claim the Final Settlement after fulfilment of all its obligations due under this Contract.

(b) The Final Settlement to the Contractor is due upon confirmation by the Phi-Lab Poland of the satisfactory completion of the Activity and acceptance by the Phi-Lab Poland of all related deliverables due under the Contract including the cost certification as per article 6.2.3.3 below.

(c) Unless otherwise agreed between the Parties, the Final Settlement shall be made within thirty (30) days of acceptance by the Phi-Lab Poland of the documents and fulfilment of the requirements as specified in Article 6.2.1.2 b) above. Only upon fulfilment of these requirements shall the debit note for the Final Settlement be regarded as due by the Phi-Lab Poland.

6.2.2 The Phi-Lab Poland shall make the following payments to the Contractor:

MILESTONE DESCRIPTION	SCHEDULE DATES	AMOUNT IN EURO	%
PRELIMINARY PROGRESS Upon successful Preliminary Review meeting, submission of all applicable deliverables and Contractor's registration in relevant ESA systems.			x%
MID TERM PROGRESS: Upon successful Mid-Term Review, acceptance by the Phi-Lab Poland of the Mid-Term report and all related deliverables			y%
FINAL SETTLEMENT: Upon successful Final Review, acceptance by the Phi-Lab Poland of all deliverables due under the Contract and fulfilment of all contractual obligations by the Contractor under the Contract.			100-x-y %
TOTAL			**100%**

6.2.3 <u>Payment conditions</u>

6.2.3.1 Payments shall be made by Phi-Lab Poland in EURO [or local currency to be specified] to the account specified by the Contractor: **[OPTION:** [Contractor's

account number] END OPTION]. Such information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code). Payments shall be considered as effected by the Phi-Lab Poland on time if the Phi-Lab's Poland orders of payment reach its bank within the payment period stipulated in Article 6.2.1.2 c) above.

The Phi-Lab Poland shall credit the account of the Contractor to the Contractor's benefit **[OPTION:** if Subcontractor(s)
and to the benefit of the Contractor's Subcontractor(s). The Contractor shall also be responsible for paying the accounts of its Subcontractor(s), for this Contract, in accordance with the applicable law and normal commercial practice. The Contractor shall indemnify the Phi-Lab Poland against any claims arising from such Subcontractor(s), caused by the Contractor's failure to pay the Subcontractor(s). The Contractor shall supply to the Phi-Lab Poland, upon request, evidence of the payment(s) made to its Subcontractor(s). END OPTION]

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

6.2.3.3 The Contractor shall provide, upon completion of the contract a cost certification signed by the Contractor's senior accountant, as follows:

"I, (*insert name)* do hereby certify that the costs incurred and reported to the Phi-Lab Poland are, to the best of my knowledge and belief, a true statement of the costs incurred under this Contract. An internal audit of the costs have been conducted to verify that the company's cost accounting system with respect to costs incurred under this Contract have been observed.

I further certify that the company's contribution to this Contract has been provided from *(specify source)*."

The Contractor undertakes to permit the Phi-Lab Poland and the Agency to perform cost control operations, at any time during the execution of the Contract, in order to ascertain whether the co-funding element is in place and also with regard to the information included in the Contractor's cost certification.

Notwithstanding the price type of this Contract being Firm Fixed Price, the Phi-Lab Poland reserves the right to request to the Contractor the pro-rata adjustment of the Contract Price if, as a result of the above cost control operations, the Agency and/or the Phi-Lab Poland concludes that the maximum percentage contributed by the Agency stated in Article 6.1.1 has been exceeded. The pro-rata adjustment of the Contract Price may result in the reduction of the Phi-Lab's Poland payments or the Contractor's obligation to refund part of the amounts already paid.

6.3 <u>ESA Fixed Assets</u>

It may be decided that certain items produced or purchased under the Contract during its implementation, using Innovation Seed Funding shall become ESA

Fixed Assets. Nevertheless, when further useful utilisation of such assets by the Contractor is confirmed and agreed between the Parties and approved with ESA Representative by the Contract End Date, the ownership of these assets shall be left to the Contractor.

ARTICLE 7 – DE MINIMIS AID

Any aid granted to the Contractor that originates from …….[a public entity to be specified] and that is provided under this Contract to the Contractor by …., falls under the terms of the Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis aid* and is considered as State Aid under the Treaty.

ARTICLE 8 - PARTIES REPRESENTATIVES AND COMMUNICATIONS

8.1 All correspondence affecting the terms and conditions of this Contract and concerning its execution shall be made or confirmed in writing. All communications or correspondence between the Parties shall be in English.

8.2 All correspondence for either Party shall be sent to both representatives of each Party stated in Articles 8.3 and 8.4, i.e. depending on the subject, addressed to one representative of the Party with a copy to the other one.

8.3 For the purpose of this Contract, the representatives of Phi-Lab Poland are:

(a) For technical and administrative matters:

Mr/Ms……

Address: ……
……
……

Tel.: +……
Email: ……

(b) For contractual matters:

Mr/Mr……..

Address: ……
……
……

Tel.: +……
Email: ……

(c) For the Phi-Lab's Poland technical support matters (Article 3 above):

Mr/Mr……..

Address: ……
……
……

Tel.: +……
Email: ……

8.4 For the purpose of this Contract the Contractor's representatives are:

(a) For technical matters:

Mr/Mr……..

Address: ……
……
……

Tel.: +……
Email: ……

(b) For contractual and administrative matters:

Mr/Mr……..

Address: ……
……
……

Tel.: +……
Email: ……

ARTICLE 9 - PUBLICITY AND VISUAL IDENTITY OF CONTRACTORS

9.1 Publicity

9.1.1 The Contractor may produce and/or disseminate communication materials, press releases or other publicity documents, including the Contractor's advertising and news bulletins, which are intended by the Contractor for the press, internet/web-sites or television, which refer to the ESA, Phi-Lab Poland or any aspect of Phi-Lab Poland activities, or permit any Third Party to do so, with a prior written consent of the Phi-Lab Poland.

9.1.2 The Phi-Lab Poland may produce and/or disseminate communication materials, press releases or other publicity documents which are intended by Phi-Lab Poland for the press, internet/websites or television, which refer to the

Contractor or any aspect of the Contractor's activities, or permit any Third Party to do so, with a prior written consent of the Contractor's contractual representative or its duly authorised representative.

9.2 Visual Identity of the Contractor

9.2.1 The Contractor should place the Phi-Lab Poland location logo and if so desired the following text line, in full and without amendment (hereinafter referred to as the "**Text Line**"), on its promotional materials and publicity documents, including exhibition and conference materials and its internet site where it refers to the Activity performed under this Contract. The logo shall be linked to [indicate the website of Phi-Lab Poland country/location] and it shall be clearly stated that the Contractor is participating in the Phi-Lab Poland programme.

"[name of the Contractor] is participating in the ESA Phi-Lab Poland*"* is referred to as the Text Line to be used in connection with the Phi-Lab Poland location logo.

Use of the Phi-Lab Poland location logo and Text Line by the Contractor shall also be subject to the following additional conditions:

(a) the Contractor shall submit to the Phi-Lab Poland for prior written approval all promotional materials and publicity documents, on which the Text Line is to appear or is intended to be used, which approval may be withheld or withdrawn from any material or documents at any time at the discretion of the Phi-Lab Poland, the approval should not be unreasonably denied;

(b) the prior approval of the Phi-Lab Poland for the use of the Phi-Lab Poland location logo and/or Text Line shall not constitute an endorsement or approval of the Contractor's Activity, products or services, or of their quality, technology or suitability for a particular use, neither shall it constitute verification by the Phi-Lab Poland of the compatibility of materials produced by the Contractor with applicable law and regulations; the Contractor shall refrain from using any statements which could suggest otherwise;

(c) any use of the Phi-Lab Poland location logo and/or Text Line on amended or revised promotional material and publicity documents shall be subject to the same approval process as the original material and documents;

(d) the Text Line may be translated into a different language other than English, subject to the approval of the Phi-Lab Poland; and

(e) no use of the Phi-Lab Poland location logo neither the Text Line shall be made in connection with material, products or documents that:
   a. constitute an infringement of law and/or legal provisions;
   b. undermine the reputation and dignity of the Agency, ESA Phi-Labs or Phi-Lab Poland ; and
   c. promote or are related to alcohol, tobacco, religion, political affairs, intolerance, violence, firearms, pornography, obscenity, gambling, and illegal drugs.

9.2.2 The Contractor shall keep appropriate records of the extent of its use of the Phi-Lab Poland] location logo and Text Line, stating in particular the nature of use of the Phi-Lab Poland location logo and Text Line on its material, products and documentation. The Contractor shall provide the Phi-Lab Poland with information and documents to evidence such use.

9.2.3 The use by the Contractor of the Phi-Lab Poland location logo and Text Line shall terminate upon the termination or expiry of this Contract as described in Article 16, unless otherwise specified in writing by the Phi-Lab Poland and the Agency and according to the provisions contained in this Contract.

9.2.4 The Contractor shall not use the official emblem of ESA, ESA Phi-Labs or Phi-Lab Poland or any other logo or trademark which may be owned or used by the Agency or the Phi-Lab Poland for any purpose whatsoever, unless otherwise stated in this Article.

9.2.5 Alumni should use the following Text Line, together with the Phi-Lab Poland location logo.

Possible uses include their marketing materials, exhibition and conference materials (including their internet site) where a reference is made to the Activity performed under this Contract, as long as the logo is linked to https://esaphilab.pl/
Alumni identify themselves as “Alumnus” under Phi-Lab Poland program.
The Agency may withdraw the right to use the Text Line at any time for any justified reason.

“[name of the Contractor] is an Alumnus of ESA Phi-Lab Poland.*)*” is referred to as the Alumni Text Line together with the Phi-Lab Poland location Logo.

9.2.6 Alumni using the Alumni Text Line have the obligation to report its use on a yearly basis to the Phi-Lab Poland.

ARTICLE 10 – GENERAL CONDITIONS OF EXECUTION

The Contractor shall, in accordance with the Agency’s Policy on the Prevention, Detection and Investigation of Fraud, to the extent allowed by applicable national law, cooperate with the Agency’s investigation team in any investigation of fraud initiated by the Agency and inform its personnel of their obligation to cooperate accordingly.

The Agency’s Policy on the Prevention, Detection and Investigation of Fraud is available at: https://esastar-publication.sso.esa.int/supportingDocumentation

[OPTION: if Subcontractors The Contractor shall ensure that this provision is duly reflected in all subcontracts entered into for the purpose of this Contract. END OPTION]

ARTICLE 11 - CONFIDENTIALITY

11.1 Each Party shall observe complete discretion regarding all matters related to the activities of the other Party and each Party shall ensure compliance by its employees and agents with the obligations of confidence set out in this Article and assumed by that Party in relation to the other Party.

11.2 Neither Party shall disclose any documentation, information or materials obtained from the other Party, whether marked or un-marked ("Proprietary Information"), to any Third Party whatsoever without the prior written consent of the other Party in which case the other Party may require the recipient to sign a non-disclosure agreement. For the purposes of the present Article, documentation shall include any final documentation deliverable under this Contract except for the Executive Summary.

11.3 Each Party may disclose Proprietary Information on a strictly "need to know" basis to:
- its employees;
- its professional agents;
- Phi-Lab Poland partners

as long as they have signed an engagement of confidentiality.

11.4 The Contractor agrees that the Agency may use, copy or disseminate general information related to the Contractor's company (e.g. name, address, etc.) and its Activity for the Agency's Own Requirements, unless such information is marked as "Proprietary Information", in which case the provisions under Article 11.2 shall apply.

11.5 On the Contract End Date, or upon an earlier termination of this Contract in accordance with Article 16, the Receiving Party shall promptly return to the Disclosing Party or otherwise certify the destruction of all Proprietary Information received, with exception of the Deliverables provided by the Contractor to the Phi-Lab Poland.

11.6 The obligations in this Article shall not apply to Proprietary Information:

- which is in the public domain at the time of disclosure or becomes part of the public domain after disclosure otherwise than through a breach of this Contract;
- for which the Receiving Party can provide documentary evidence that it was in its lawful possession prior to disclosure to it by the Disclosing Party or which is lawfully and *bona fide* obtained thereafter by the Receiving Party from a Third Party who, to the knowledge or reasonable belief of the Receiving Party, did not receive the Proprietary Information directly or indirectly from the Disclosing Party when under a duty of confidentiality;
- which, at the time of circulation is already known by the Receiving Party (as evidence in writing) and is not hindered by any obligation not to circulate; or
- which is required to be circulated by governmental or judicial order or applicable law.

11.7 The contents of this Contract are Proprietary Information.

11.8 The obligations set out in this Article shall survive the termination or expiry of this Contract.

ARTICLE 12 – INTELLECTUAL PROPERTY

12.1 Ownership of Intellectual Property Rights

The Contractor shall own all Intellectual Property Rights arising out of the Activity performed under this Contract as may be granted by law, as far as no infringement of Third-Party rights occurs.

For the case when work is carried out jointly by the Contractor and Phi-Lab Poland or/and any of Phi-Lab Poland Partners, the Parties will agree to normally vest the ownership of the Intellectual Property Rights in the principal contributor to the innovation, provided the principal contributor is able and willing to exploit such rights and compensation in form of a licence and/or payment is agreed. In such case, the assignment shall be notified to the Agency and an Annex to this Contract shall be drafted to comply with this provision. Any assignment of Intellectual Property Rights to any economic operator other than the Contractor shall be formally agreed by the Agency.

Should Phi-Lab Poland and Contractor enter into agreement to carry out the work jointly, during the Contract Term, the agreement must be submitted to ESA's Representatives for approval prior to its execution.

12.2 Use of Intellectual Property Rights by the Agency and the Phi-Lab Poland

12.2.1 The Agency and Phi-Lab Poland have the right to use non-Proprietary Information included in the deliverables under the Contract, for communication, dissemination and publicity purposes, on a royalty-free, non-exclusive and irrevocable licence under the following conditions:

12.2.1.1 The use is strictly for the Agency's and Phi-Lab's Poland Own Requirements, in particular to make the Contractor's deliverables containing the non-Proprietary Intellectual Property Rights available to employees and/or contractors working at the Agency, copying or reproducing them in whole or in part, in unlimited numbers,

12.2.1.2 For public dissemination, in particular, for publication as hard copies and in electronic or digital format, publication on the internet including social networks, public display or presentation, communicating through press information services, or inclusion in widely accessible databases.

To this extent, the Contractor shall identify which deliverables or part thereof contain Proprietary Information, on which the Agency and Phi-Lab Poland shall not have any licence right.

12.2.2 The Agency and the Phi-Lab Poland have the right to sub-license to Third Parties its access and use rights to the Contractor's non-Proprietary Intellectual Property Rights developed under the Contract as set out in Article 12.2.1 only for the information, communication and publicity activity of the Agency and Phi-Lab Poland, if needed.

12.3 The Contractor must ensure that it complies with its obligations under this Contract, in particular by obtaining the necessary licences and authorisations from Third Party(ies) rights, if results of the Activity are subject to any Third Party(ies) rights.

12.4 The free licences provided for the benefit of ESA and the Phi-Lab Poland in the present Contract shall be deemed granted through signature of the present Contract and without the need to implement a separate licence.

12.5 When transferring any Intellectual Property Rights, of which the Contractor retains the ownership in accordance with Article 12.1, to an assignee, the Contractor shall ensure that the Agency's and Phi-Lab's Poland rights, as set out in Article 12.2 of this Contract, are reassigned to the new assignee.

12.6 Transfer of Intellectual Property Rights outside the ESA Member States

The Contractor shall inform the technical representative of the Phi-Lab Poland well in advance of its intention to transfer outside the Agency's Member States any Intellectual Property Rights arising from this Contract.

12.7 Background Intellectual Property

For the sake of this Contract, Background Intellectual Property refers to the Intellectual Property Rights that are created, developed, or owned by the Contractor prior to the Contract signature. It includes, but is not limited to, any pre-existing technology, patents, copyrights, trade secrets, or other forms of Intellectual Property that the Contractor brings into the Activity. Any Background Intellectual Property brought into the Activity shall be identified in this Contract.

The Background Intellectual Property owned by the Contractor to this Contract, or a Third Party shall remain the property of the owner.

[OPTION:

12.7.1 Background Intellectual Property of the Contractor

The below-mentioned Background Intellectual Property of the Contractor is identified as follows:

Exact name of BIPR Item	Owner	Description	Patent # or Ref./ Issue/ Revision/Version #	Date of creation of the version of the BIPR listed here	Type of Licence	Protected Format (Y/N)

END OPTION]

ARTICLE 13 – LIABILITY

13.1 Limitations of Liability

13.1.1 Neither Party can exclude its liability to the other Party for:

(a) death or personal injury caused by negligence or careless conduct by a Party or those of its employees or agents;
(b) fraud, including fraudulent misrepresentations; and
(c) liability as provided for under Articles 11 and/or 12 of this Contract.

13.1.2 Subject to Article 13.1.1, the liability of the Parties under or in connection with this Contract, whether arising from negligence, breach of the Contract or any other obligation or duty, shall in no case exceed the value of the Contract Price, per event or series of connected events.

13.2 Infringements of the Law

13.2.1 The Phi-Lab Poland or the Agency shall not be responsible if the Contractor infringes any existing and/or future national, communal or provincial laws or decrees, rules or regulations in force in Poland or in any other country whatsoever.

13.2.2 The Contractor shall indemnify the Phi-Lab Poland from and against all claims, proceedings, damages, costs and expenses arising out of any infringement of the Contractor's obligations under this Contract.

13.3 Infringement of the Rights of Third Parties

13.3.1 The Contractor shall indemnify the Phi-Lab Poland from and against all claims, proceedings, damages, costs and expenses arising from the infringement of Intellectual Property Rights of Third Parties with respect to the Activity performed under this Contract - excluding any infringement resulting from the use of documents, patterns, drawings or goods supplied by the Phi-Lab Poland - which may be made, or brought against the Phi-Lab Poland , or to which the Phi-Lab Poland may be put by reason of such infringement or alleged

infringement.

13.3.2 The Phi-Lab Poland shall notify the Contractor immediately of any written claim or notice of infringement of Third Party(ies)'s rights that it receives concerning this Contract.

13.3.3 The Contractor shall immediately take all necessary steps within its competence to prevent or end a dispute and shall assist the Phi-Lab Poland to defend any such dispute, or make settlement in respect of any claim or notice of infringement or suit for infringement.

13.3.4 The Parties shall notify each other of any known Intellectual Property Rights connected with the use of documents, patterns, drawings and goods supplied by one Party to the other or connected with the execution of the specifications laid down by the other Party.

13.4 Compensation for Damage Caused to Goods and Property

Claims shall be settled as follows.

13.4.1 Claims for Direct Damages

(a) The Contractor shall indemnify the Phi-Lab Poland and Phi-Lab's Poland Partners against, and shall be liable for, direct damage to property and equipment to the extent that such damage is caused by the negligence of the Contractor and of its employees or agents;

(b) The Phi-Lab Poland and the Phi-Lab's Poland Partners shall indemnify the Contractor against, and shall be liable for, direct damage to the Contractor's property and equipment to the extent that such damage is caused by the negligence of the Phi-Lab Poland, the Phi-Lab's Poland Partners or of their employees (staff) or agents.

13.4.2 Claims for Indirect or Consequential Damages

(a) The Parties shall in no circumstances be liable for indirect or consequential damages such as loss of use, loss of business, loss of data, loss of rights, loss of services, loss of goodwill, Third Party claims to the extent that they represent the indirect loss of a Third Party, loss of revenues or anticipated savings, or for any indirect financial loss or indirect economic loss or for any indirect or consequential loss or damage whatsoever suffered by the other Party;

(b) The Parties shall in no circumstances be liable for loss of profit, whether direct or indirect.

13.5 Damages to Third Parties caused by the Contractor

The Phi-Lab Poland shall in no circumstances be liable for any damage caused by the employees or agents of the Contractor to a Third Party during the performance of the Activity under this Contract.

ARTICLE 14 – CHANGES TO THIS CONTRACT

14.1 Introduction of a Change

14.1.1 For all changes to this Contract, whether requested by the Phi-Lab Poland or initiated by the Contractor, the Contractor shall submit a proposal for a Contract Change Notice ("**CCN**").

14.1.2 The Contractor shall ensure - in liaison with the Phi-Lab Poland - that each CCN proposal is fully coordinated and that all reasonably foreseeable implications of the change have been considered by the Contractor and the Phi-Lab Poland. The Contractor shall, on the request of the Phi-Lab Poland, provide additional documentary evidence of the effect of the change to both Parties.

14.2 Approval or Rejection of the CCN Proposal

14.2.1 Should the CCN proposal be approved by the Phi-Lab Poland, a corresponding CCN shall be prepared by the Phi-Lab's Poland representative for contractual matters identified in Article 8.3 b), and shall be submitted to both Parties for signature.

14.2.2 Should the CCN proposal be rejected for any reason by the Phi-Lab Poland, the Contractor shall be informed accordingly, together with the reasons for the rejection. At the request of either Party, the change may be discussed at a Change Review Board, consisting of a contractual and a technical representative of each Party.

14.3 Implementation and Status of an approved CCN

Upon signature of the CCN by both Parties, the CCN will have immediate effect and will constitute a binding contractual agreement between the Parties. The CCN will serve as an applicable document to this Contract.

ARTICLE 15 – POST-SUPPORT REPORTING

On each anniversary of the end of the Contract Term, and for a duration of 5 years, the Contractor shall prepare and submit an Annual Performance Report to the representative for technical matters of the current Phi-Lab Poland, as well as to the Agency following the provisions of Appendix 1, section 4.1.4. Should the Contractor not provide this information, the Contractor will lose the right to use the Phi-Lab Poland location logo and Text Line.

ARTICLE 16 – TERMINATION

16.1 Right of Termination

16.1.1 Each Party reserves the right, after full consideration of all relevant circumstances and following a formal notification, to terminate this Contract in the event of a material breach of the Contract by the other Party.

16.1.2 In the event of such termination, the Contractor shall keep the amounts already paid for the milestones achieved, if any, and shall be entitled to claim costs, properly evidenced and submitted by the Contractor and accepted by the Phi-Lab Poland.

16.1.3 The Phi-Lab Poland shall in no circumstances be liable to pay any sum which deviates from the provisions set out in Article 6, and when added to the sums already paid, due or becoming due to the Contractor under this Contract by the Phi-Lab Poland, exceeds the Contract Price value.

16.1.4. In case of termination of the Contract, the provisions under Article 13 of this Contract shall not be affected.

16.1.5 Termination in special cases

The Phi-Lab Poland may at any time terminate the Contract by giving written notice with immediate effect in any of the following events:

a) if the Contractor becomes insolvent or if its financial position is such that within the framework of its national law, legal action leading towards bankruptcy may be taken against it by its creditors;

b) if the Contractor resorts to fraudulent practices in connection with the Contract, especially by deceit concerning the nature, quality or quantity of the supplies, and the methods of processes of manufacture employed or by the giving or offering of gifts or remuneration for the purpose of bribery to any person in the employ of the Phi-Lab Poland or acting on its behalf, irrespective of whether such bribes or remuneration are made on the initiative of the Contractor or otherwise;

c) if the co-funding conditions agreed for this Contract are not complied with.

16.1.6 In case of Force Majeure and if the Force Majeure event and its consequences continue for more than two (2) months from the start date of the Force Majeure event, either Party may terminate the Contract by giving not less than one (1) month notice to the other Party.

[OPTION: if Subcontractors

16.1.7 Force Majeure event at Subcontractor's level shall be considered a case of Force Majeure for the performance of the Contractor's obligations, if the Contractor proves that the works covered by the subcontract due to the Force Majeure event had an unavoidable impact on work stipulated in the Contract.

END OPTION]

16.1.8 In case of termination due to Force Majeure the amount to be paid shall be calculated as per Articles 16.1.2 and 16.1.3. No other payments or indemnities shall be due by the Phi-Lab Poland to the Contractor.

16.1.9 In case of termination of the Phi-Lab Poland contract between the Phi-Lab Poland and the European Space Agency, the Phi-Lab Poland shall have the

right at any time to terminate this Contract either wholly or in part by giving written notice. The Parties shall use their best efforts to mitigate the consequences of the termination.

Any work already completed and not paid at the time of serving the termination notice shall be reimbursed and the amount shall be fixed on the basis of evidence produced by the Contractor and accepted by the Phi-Lab Poland. The Phi-Lab Poland indemnifies the Contractor against any damage resulting from the termination of the Contract. This notwithstanding, the Phi-Lab Poland shall in no circumstances be liable to pay any sum which deviates from the provisions set out in Article 6, and when added to the sums already paid, due or becoming due to the Contractor under this Contract by the Phi-Lab Poland, exceeds the Contract Price.

16.2 Consequences of Termination

Any information, in documentary or other physical or electronic form, pertaining to the Activity, carried out by the Contractor during the Contract Term, remains the property of the Phi-Lab Poland and shall be handed over to the Phi-Lab Poland upon the expiry or termination of this Contract. This shall include:

(a) any information and documentation under Article 2;
(b) any equipment under Article 3;
(c) any software under Article 2;
(d) any hardware under Article 2.

in the condition the above deliverables are due at the time of termination.

ARTICLE 17 - ASSIGNATION OF THIS CONTRACT

The Contractor shall not assign its rights and/or transfer its obligations under this Contract in whole or in part to a Third Party (“assignee”).

ARTICLE 18 - DISPUTE SETTLEMENT

18.1 This Contract shall be governed by the laws of Poland.

18.2 The Parties will consult with each other promptly when events occur, or matters arise that may pose a question of interpretation or implementation of the terms of this Contract.

The Parties shall use their best efforts to settle any dispute arising out of the Contract amicably.

Any issue of interpretation or implementation of this Contract that cannot be settled by the Parties’ Representatives indicated in Article 8.3 shall be referred to arbitration.

18.3 Any dispute arising out of the interpretation or implementation of this Contract that cannot be settled as described in Article 18.2 above, at the request of either Party, shall be submitted to arbitration according to the Rules of Arbitration of the International Chamber of Commerce. The Arbitration Tribunal shall sit in Poznan, Poland and the arbitration proceedings shall be conducted in English,

unless otherwise explicitly agreed between the Parties. The enforcement of the award shall be governed by the rules of procedure in force in Poland.

ARTICLE 19 - DATA PROTECTION

To the extent that is reasonably necessary, in connection with the Contractor's Activity under this Contract, and for legitimate purposes of processing only, the Contractor's personal data may be disclosed to employees (staff) and agents of Phi-Lab Poland, the relevant Phi-Lab Poland partners and ESA Partners, for any studies and/or reporting that may be carried out by the Agency and/or the Phi-Lab Poland.

The Contractor hereby consents to the recording, processing, use and disclosure of its personal data as set out here above (including the recording, processing, use and disclosure of its personal data to the extent required by reason of the Contractor's performance of the Activity under this Contract), including the transmission of such data between the Phi-Lab Poland and other Phi-Labs for the fulfilment of the above requirements.

ARTICLE 20 – EXECUTION OF THE CONTRACT

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

[OPTION 1: electronic signature using digital signatures only, both Parties to sign using e-signing digital tools.]
The Parties agree that digital signature of this Contract shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.
[END OPTION 1]

[OPTION 2: electronic signature. Each of the Parties can use either e-signing digital tools or simple electronic signature (handwritten scanned).]
The Parties agree that electronic signature of this Contract shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.
[END OPTION 2]

In witness whereof, the Parties hereto have executed this Contract, with effect as of the signature of the Contract.

[OPTION: Electronically/Digitally END OPTION] signed by the Parties to this Contract,

In:……. In:…….

Date: ……. Date: …….

For Phi-Lab Poland: For [Contractor]:

…… ……
Mr/Ms [name] Mr/Ms [name]
[Title] [Title]

APPENDIX 1 - STANDARD REQUIREMENTS FOR MANAGEMENT, REPORTING, MEETINGS AND DELIVERABLES

This document contains the standard requirements for management, reporting, meetings and deliverables for contracts to be placed by the Phi-Lab Poland in regard to the Phi-Lab Poland.

1. MANAGEMENT

1.1 General

The Contractor shall implement effective and economical management for the work to be performed under this Contract. The nominated representative of the Contractor shall be responsible for the management and execution of the work to be performed.

1.2 Communications

All communications sent by the Contractor to the Phi-Lab Poland shall be addressed to the representatives of the Phi-Lab Poland nominated in Article 8.3 of this Contract.

2. REPORTING

2.1 Minutes of Meetings

The Contractor is responsible for the preparation and distribution of minutes of meetings held in connection with this Contract. Electronic versions of the minutes of each meeting shall be issued and distributed to all participants and to the representatives of the Phi-Lab Poland, not later than ten (10) days after the meeting concerned was held.

2.2 Progress Reports

Every three (3) months, the Contractor shall provide a progress report to the representatives of the Phi-Lab Poland, covering the Activity. This report shall provide details of:

- action items completed during the reporting period,
- description of progress: events accomplished etc.,
- problem areas, if any, and corrective actions planned and/or taken,
- events anticipated during the next reporting period,
- further details to be provided on a case-by-case basis.

2.4 Problem Notification

The Contractor shall notify the representatives of the Phi-Lab Poland of any problem likely to significantly impact the progress of the Activity.

3. MEETINGS

3.1 Kick-off Meeting

The kick-off meeting shall take place at premises of the Phi-Lab Poland or by teleconference at the beginning of the Contract Term.

3.2 Preliminary Review Meeting

A Preliminary review meeting shall be held where the Contractor shall present the contents of the Preliminary report (see Article 4.1.1 for details)

3.3 Mid-Term Review

At Mid Term, a meeting shall be held ("Mid Term Review"), where the Contractor shall present the Mid Term Report, to present the content of the Mid Term Report (see Article 4.1.2 for details).

3.4 Final Review Meeting

At the end of the Support, a Final Review shall be held. The Contractor shall present the contents of the Final Report (including presentation of the work and outcome of technology maturation, potential market enabled by the technology, industrial implications of the new capabilities achieved, follow up plan to bring the technology into commercial products / services - see Article 4.1.3 for details), and perform a demonstration of the capabilities of the technology developed.

3.5 Additional Meetings

Additional meetings may be requested either by the Phi-Lab Poland or the Contractor.

3.6 Notice and Agenda for Meetings

For all meetings the Contractor shall ensure that proper notice to the Phi-Lab Poland is given at least two (2) weeks in advance. The Contractor is responsible for ensuring the participation of the Contractor's personnel and/or Third-Party advisors, as needed.

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.

4. DELIVERABLES

4.1 Documentation to be delivered

In addition to the documents to be delivered according to section 2 above, the documentation specified in this section shall also be a deliverable and shall be delivered as follows:

- in electronic form on computer readable media (e.g. PDF-format,) as agreed by the Phi-Lab Poland,
- and in other exchange formats where relevant (e.g. HTML).

4.1.1 Preliminary Report

The preliminary report shall describe and justify the objectives, scope and implementation plan of the research to be carried out. It is an iteration of the proposal based additional interactions with customer representatives, and inputs from the PhI-Lab Poland. It shall include:

a) Validation of problem to be solved and/or need to be met by the target commercial product or service
b) User requirements for the intended product or service
c) Technical requirements that the technology shall achieved to meet the user requirements.
d) Updated R&D objectives, approach and implementation plan
e) Explanation of the relevance of the objectives, approach and detailed work plan
f) Justification of the feasibility of the plan.
g) Updated Cost breakdown
h) Updated Milestone planning

The report shall follow the template for the Preliminary Report provided by the Phi-Lab Poland.

4.1.2 Mid Term Report

The Mid Term Report shall describe in detail the work achieved during the first period, the findings and adjustments in the plan, if necessary. Specifically it shall include:

a) Outcome of first period
    a. Work achieved in the first period
    b. Level of progress towards the Activity objectives and target requirements
    c. Findings and lessons learnt
b) Update of plan, and justification
    a. Update of the R&D objectives, approach and implementation plan (if appropriate)
    b. Explanation of the relevance of those adjustments in the plan
    c. Justification of the feasibility of the updated plan
    d. Updated cost breakdown and schedule

The Mid Term Report shall also report on the following matters:

c) Scientific publication(s) and/or patent applications (if applicable)

d) Hardware purchased using the ESA Phi-Lab Innovation Seed funding for the purpose of the activity.
e) Iteration of the analysis of the commercial opportunities and socio-economic impact, which was initiated in the proposal, i.e.
    a. Target application(s), problem(s) addressed, potential customers, market size, competitive analysis.
    b. Risks and hurdle to commercialisation, mitigation and roadmap.
    c. Potential impact on the industrial ecosystem, the market, and society at large.

The report shall follow the template for the Mid Term Report provided by the Phi-Lab Poland.

All invoices related to the hardware as defined in Article 2.3.2 item a of this Contract up to the time of the Mid Term Review of this Contract shall be attached to the Mid Term Report.

4.1.3 Final Report

The Final Report shall be a complete statement of all the work undertaken by the Contractor during the Contract Term. It shall not refer to any other report that may have been provided by the Contractor and shall detail the full results of the Activity to include:

a) Outcome of the activity
    a. Summary of work performed over the contractual period, incl. challenges faced and mitigation
    b. Findings and lessons learnt
    c. Description of technical developments and new capabilities achieved; comparison with requirements necessary to achieve to enable the commercial product
b) Roadmap to commercialisation
    a. Analysis of hurdles and risks on the path to commercialisation
    b. Elaboration of mitigation strategies
    c. Identification of success factors
    d. Roadmap to commercialisation
    e. The implementation team.
c) Final analysis on the commercial opportunities and socio-economic impact, including
    a. Target application(s), problem(s) addressed, potential customers, market size, competitive analysis.
    b. Potential impact on the industrial ecosystem, the market, and society at large.

d) Details of the support received from the Phi-Lab Poland and/or any other support entity, including Partners of the Phi-Lab Poland.
e) Contacts established.
f) Photographs of hardware under development and test (when applicable).
g) Financial details.
h) Scientific publications, licences granted, patent filings and applications.

i) Hardware purchased using the ESA Phi-Lab Innovation Seed funding for the purpose of the activity.
j) List of deliverables which have been delivered to the ESA Phi-Lab Poland over the contractual period.

The report shall follow the template for the Final Report provided by the Phi-Lab Poland.

All invoices related to the hardware as defined in Article 2.3.2 item a of this Contract that have not been delivered together with the Mid Term Report, shall be attached to the Final Report.

4.1.4 Executive Summary to the Final report

The Contractor shall prepare a summary which shall concisely summarise the findings of the Contractor in performing the Activity ("Executive Summary"). It shall be suitable for non-experts and should also be appropriate for publication, including on a web page. For this reason, it shall not contain any proprietary information.

The Executive Summary shall not exceed three (3) pages of text with coloured illustrations or photographs, if appropriate. It shall also be delivered to the Phi-Lab Poland by the Contractor in HTML format.

4.1.5 Annual Performance Report

The Annual Performance Report shall follow the template provided by the Phi-Lab Poland and shall describe, among others, the sales made and/or licences granted by the Contractor during the preceding twelve (12) months. The Contractor shall submit the Report to the Phi-Lab Poland in electronic form on each anniversary of the end of the Contract Term, during 5 years.

The Annual Performance Report for a specific year may be replaced by a similar survey conducted by either the Phi-Lab Poland or the Agency, when this takes place in a similar time frame.

4.1.6 Photographic, Video Documentation

Photographic and video documentation shall document (as relevant)

- progress of hardware manufacture
- test set-ups and tests carried out
- use of the product/service
- organised events where the Contractor has been showcasing the product/service.

They shall be suitable for dissemination and publicity purposes.
Photographic and video documentation shall not contain any proprietary information.

APPENDIX 2a – SERVICE AGREEMENT

APPENDIX 2b – WORKSPACES RENTAL AGREEMENT

(if applicable)

APPENDIX 2c – SOFTWARE LICENCE

(if applicable)

APPENDIX 3 – REPORTS AND DELIVERABLES TEMPLATES

[Project Name]

ESA Phi-Lab [Country]

Preliminary Report

[Company Logo(s)]

Please delete the guidance notes associated with each section prior to submitting

Project Name	:		
Project Reference Number	:		
Company Name(s)	:		
Project Manager(s)			
Date of Report Submission	:		

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1) Overview

The project overview (maximum 1 page) should include:

- Entities involved in activity,
- Description of the research topic, scope and objective.
- Target product(s) / service(s) enabled by the technology being developed, and potential customers.

2) R&D objectives, scope and approach

[This is an iteration of the proposal]

a) Elaborate the user requirements relevant to the intended technology maturation

b) Elaborate the technical requirements that the technology shall achieve to meet the user requirements.

c) Describe the R&D objective(s) and approach; justify relevance, i.e. how and how well will the capability developed enable the target value proposition?

d) Discuss the feasibility of achieving those objectives given the State of the Art, the resources and environment of this project, and based on the inputs from the PHI-lab.

3) Implementation plan

[This is an iteration of the proposal]

a) If applicable, describe updates and deviations deemed relevant relative to the initial plan presented in your proposal.

b) If appropriate, provide an updated Work breakdown

Please provide an overview of the Tasks planned within the activity, the expected outputs, and illustrate how the tasks justify the funding requested. Duplicate the table below for each individual Task.

Task #		**Start date:**	DD/MM/YY
Task Title		**End date:**	DD/MM/YY
Task Manager			
Objective(s)			
Inputs			
Sub-tasks			

Output & Deliverables			
Cost	**Total Amount**	**ESA Seed Innovation Funding**	**Other Sources [source and amount]**

c) If appropriate, provide an updated cost breakdown

Using the table below, present the total costs for the execution of the activity, and the contribution asked from the ESA Phi-Lab initiative. The value and source(s) of co-funding to be provided can be found in the Open Call for ESA Phi-Lab.

Overall Cost			
Task	**Total Amount**	**ESA Seed Innovation Funding**	**Other Sources [source and amount]**
Task 1 + Title			
Task 2 + Title			
Task ….			
Total			

Please anticipate, if possible, any hardware that is intended to be purchased for the purpose of R&D and testing activities and is reusable by using the Innovation Seed Fundings:

Hardware	**Total Cost**	**Seed Innovation Funding**		**Other Sources [source and amount]**
		From ESA	From local source	

d) If appropriate , provide an updated GANNT chart

Please, present in chart form (Gannt or similar) the initial planning of the activity, including the overall duration, the planning and duration of each task, and the major milestones (e.g. kick-off, progress updates with Local ESA Phi-Lab Manager, Mid-Term and Final Review). Note: The duration of the Phi-Lab activity shall not exceed 24 months, unless otherwise specified in the Open Call.

Annex A: Minutes of Meeting

It is the responsibility of the project team to produce Minutes of Meeting for the Preliminary Review, have them signed by all attendees, and attach them to the final version of this report.

[Project Name]

ESA Phi-Lab [Country]

Mid Term Report

[Company Logo(s)]

Please delete the guidance notes associated with each section prior to submitting

Project Name	:		
Project Reference Number	:		
Company Name(s)	:		
Project Manager(s)			
Date of Report Submission	:		

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4) Executive summary (maximum 2 pages)

The project overview should include:

- Entities involved in activity,
- Brief description of the research topic, scope and objective.
- Target product / service enabled by the technology being developed, and potential customers.
- Summary and highlights of the work achieved to date, incl. outcome and findings
- Summary of challenges and problems encountered, and proposed mitigation.

5) Research and Technical Development

a) Project Highlights and News

- Share highlights or news items related to the project. (ESA may contact you for further information in order to publish a news article/case study).
- List scientific or technical article(s) submitted or accepted for publication (please mention their DOIs is available) related to the work and findings achieved as part of the project.
- List application(s) for patent filing (and status) about inventions made as part of the project.

b) Work Breakdown Progress

Complete the following table for each Task included in the ESA Phi-Lab Activity and Management Proposal.

<table>
<tr><td>Task #</td><td colspan="3"></td><td>Start date:</td><td>DD/MM/YY</td></tr>
<tr><td>Task Title</td><td colspan="3"></td><td>End date:</td><td>DD/MM/YY</td></tr>
<tr><td>Objective(s)</td><td colspan="5">These objectives have been included in the Task Descriptions submitted as part of the ESA Phi-Lab Activity and Management Proposal.</td></tr>
<tr><td>Achievements and Status (in text)</td><td colspan="5">Summary of the work performed to date, the current status (including outcome and findings) and progress that has been made against the set of stated objectives. Please describe and explain deviations from the original objectives or reasons why the Task is only partially complete.</td></tr>
<tr><td>Status (in %)</td><td colspan="5">XX% Complete</td></tr>
<tr><td>Current Output</td><td colspan="5">e.g. First analysis of the algorithm on a simulated data set.</td></tr>
<tr><td rowspan="2">Cost to Date</td><td colspan="2">Total Amount</td><td colspan="2">ESA Phi-Lab Funding</td><td>Other Sources</td></tr>
<tr><td colspan="2">€</td><td colspan="2">€</td><td>€</td></tr>
</table>

Work Remaining			
Projected Output	e.g. Real-world testing will be conducted with …		
Projected Remaining Costs	**Total Amount**	**ESA Phi-Lab Funding**	**Other Sources**
	€	€	€

c) *Support received by Phi-Lab*

This section reports on the support that the Phi-Lab (and or its partners) has provided you in-kind since the onset of the project.

Category of support	Support Volume [man.hours] if applicable	Work package # supported	Describe the support provided; explain how it helped the project progress
Technical support / research mentoring			
Business coaching			
Coaching on IP management			
Access to IP assets			
Access to technical facilities			
Other			

d) *Cost Breakdown*

This section reports the Updated cost breakdown. The figures in the 'Cost Incurred to date" column should reflect the actual costs incurred to date. The 'Updated Plan' is an update of the plan made in the activity and management proposal; it reflects the changes of the past period and the foreseen changes until project completion, if applicable.

Overall Cost						
Task	**Planned as per Activity and Management Proposal**		**Cost Incurred to date**		**Updated Plan (only in case of Mid Term report)**	
	Total Amount	**ESA Phi-Lab Funding**	**Total Amount**	**ESA Phi-Lab Funding**	**Total Amount**	**ESA Phi-Lab Funding**
Task 1 + Title						
Task 2 + Title						
Task …						
Total						

Calculate the difference between the Planned costs (to date) and Actual costs to date; include this in the table below. Where there is a difference please provide a justification.

Overall Cost			
Task	**Difference**		**Justification for Difference**
	Total Amount	**ESA Phi-Lab Funding**	
Task 1 + Title			
Task 2 + Title			
Task ...			
Total			

List any hardware, purchased by using the ESA Phi-Lab Innovation Seed Fundings for the purpose of testing or developing activities (but not being part of the final product/prototype). These shall be delivered to the Phi-Lab at the end of the project.

Items	**Total Cost**	**Comments (e.g. purpose of the item within the Project, related Task)**
Item 1		
Item 2		
...		
Total		

6) Challenges and Concerns

Describe challenges and concerns faced during the project to date. These can be technical difficulties encountered over the course of the R&D, or non-technical setbacks (e.g. procurement delays, lack of capability in the team, unavailable facilities, lack of appetite by the market, etc.).

Provide a mitigation plan.

7) Update of work plan, cost breakdown and schedule (as relevant)

If relevant:

a) Explain how the R&D work should be adjusted, in term of scope, trajectory and objectives. Explain the relevance of those changes, and justify the feasibility of the proposed work.
b) Provide (for the remaining contractual period) an updated work package description.
c) Provide cost breakdown of the remaining budget.

d) Provide an updated GANNT chart; highlight the difference with the original GANTT chart submitted in the ESA Phi-Lab Activity and Management Proposal.

Annex A: Deliverables

Deliverables shall be attached to this report as individual Annexes creating a single stand-alone document.

a) D2 Scientific publication(s) and/or Patent Application(s)

To be attached as Annex A.1.

The Contractor shall list all the articles submitted or accepted for publication in peer-reviewed technical / scientific journals or conference proceedings, which relate the work and findings of the research performed under this Contract. Contractors are encouraged to publish using Open Access unless publication undermines their IP strategy.

If applicable the Contractor shall deliver to the ESA Phi-Lab manager a short description of the Patent(s) filed to protect the invention(s) made thanks to this project; the Contractor shall provide evidence of such application(s).

b) D3 Commercial Opportunities, Socio Economic Impact Analysis

To be attached as Annex A.2.

Suggested length: 4-5 pages.

This is an elaboration on the preliminary analysis provided in the application proposal.

The contents of this deliverable shall include:

i) Presentation of the target customers for the potential applications enabled by the technology.
j) Presentation of current use case, associated problems and needs; evidence of validation of the problem and needs from representative customers.
k) Presentation of potential products / services that may be enabled by the new technology, and how well those can meet the market needs.
l) Analysis of hurdles and risks on the path to commercialisation, starting from the end point of this research project, e.g. technical challenges, resistance to adoption, integration into existing value chains, industrialisation and scaling, certification, external dependencies, etc. Elaboration of mitigation strategies to address the identified risks.
m) Presentation of a roadmap to commercialisation, with a timeline, and a description of the main steps. It shall factor in the proposed mitigation to the identified risks.
n) Analysis of likely impact on the demand market and the supply industrial ecosystem (e.g. threatening of incumbent industry? Opportunity for new entrants? Enabling of new business models? Unlocking of private investments? Job creation?). Explain the nature, the likely scale and the significance of those changes, and in turn analyse their impact on the space ecosystem, the overall economy, and the likely benefits for society at large.

In case the product/service enabled by the technology has already been (partly) developed at this stage, please clarify the following:

o) Target value proposition
p) Market description and analysis for the envisaged product/service (incl.
    a. Segmentation
    b. Size (TAM, SOM) of targeted segment(s)

c. Competitive environment, i.e. Porter analysis, main competitors, comparison of intended value proposition with theirs), discussion on attractiveness of market.

c) ***D5 hardware, purchased by the Contractor using the ESA Phi-Lab Innovation Seed Fundings for the purpose of R&D***

To be attached as Annex A.4, if applicable.

Any hardware, purchased by the Contractor using the ESA Phi-Lab Innovation Seed Funding for the purpose of this R&D activity, and is reusable, shall be delivered by the Contractor to the Phi-Lab. The Phi-Lab shall use such deliverable for the benefit of other research projects, if/when needed. A short description of this hardware shall be provided in this deliverable.

d) D4 Statement on maintaining a separate accounting record of costs for the implementation of the project

To be attached as Annex A.5

Maintaining a separate accounting record that allows identification of the costs indicated in the table of the Mid Term Report/Technical Progress Report under point 2.c - *Research and Technical Development - Cost Breakdown*.

Annex B: Minutes of Meeting

It is the responsibility of the project team to produce Minutes of Meeting for the Mid-Term Review, have them signed by all attendees, and attach them to the final version of this report.

[Project Name]

ESA Phi-Lab [Country]

Final Report

[Company Logo(s)]

Please delete the guidance notes associated with each section prior to submitting

Project Name	:		
Project Reference Number	:		
Company Name(s)	:		
Project Manager(s)			
Date of Report Submission	:		

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8) Executive summary

The project overview (maximum 3 pages) should include:

- Entities involved in activity,
- Description of the research topic, scope and objective.
- Target product / service enabled by the technology being developed, and potential customers.
- Summary and highlights of the work achieved, incl. outcome and findings

9) Research and Technical Development

a) Project Highlights and News

- Share highlights or news items related to the project.
- List scientific or technical article(s) submitted or accepted for publication (please mention their DOIs is available) describing the work and findings achieved during the project.
- List application(s) for patent filing (status) about inventions made during the project.
- List any (pre)commercial agreement on the technology being developed.

b) Work Breakdown Progress

Complete the following table for each Task included in the ESA Phi-Lab Activity and Management Proposal.

Task #		**Start date:**	DD/MM/YY
Task Title		**End date:**	DD/MM/YY
Objective(s)	These objectives have been included in the Task Descriptions submitted as part of the ESA Phi-Lab Activity and Management Proposal.		
Achievements and Status (in text)	This is the work performed to date, the current status (including outcome and findings) and progress that has been made against the set of stated objectives. Please describe and explain deviations from the original objectives or reasons why the Task is only partially complete.		
Status (in %)	XX% Complete		
Output	e.g. First analysis of the algorithm on a simulated data set.		
Final Cost	**Total Amount**	**ESA Phi-Lab Funding**	**Other Sources**
	€	€	€

Un-spent budget	€	€	€
Any work uncompleted?			

c) Cost Breakdown

This section reports the Final Cost breakdown.

Overall Cost				
Task	**Planned as per Activity and Management Proposal**		**Final Cost Incurred**	
	Total Amount	**ESA Phi-Lab Funding**	**Total Amount**	**ESA Phi-Lab Funding**
Task 1 + Title				
Task 2 + Title				
Task ...				
Total				

Calculate the difference between the Planned costs and Actual costs; include this in the table below. Where there is a difference please provide a justification.

Overall Cost			
Task	**Difference**		**Justification for Difference**
	Total Amount	**ESA Phi-Lab Funding**	
Task 1 + Title			
Task 2 + Title			
Task ...			
Total			

List any hardware, purchased by using the ESA Phi-Lab Innovation Seed Fundings for the purpose of the R&D activity and that is reusable. Such hardware shall be delivered to the Phi-Lab at the end of the project.

Items	**Total Cost**	**Comments (e.g. purpose of the item within the Project, related Task)**

Item 1		
Item 2		
…		
Total		

10) Support received by the ESA Phi-Lab and its partners

This section reports on the support that the Phi-Lab (and/or its partners) has provided you in-kind since the onset of the project.

Category of support	Support Volume [man.hours] if applicable	Work package # supported	Describe the support provided; explain how it helped the project progress
Technical support / research mentoring			
Business coaching			
Coaching on IP management			
Access to IP assets			
Access to technical facilities			
Other			

11) Challenges faced and mitigation

Describe challenges and concerns faced during the project. These can be technical difficulties encountered over the course of the R&D, or non-technical setbacks (e.g. procurement delays, lack of capability in the team, unavailable facilities, lack of appetite by the market, etc.).

Explain how you have mitigated those challenges.

12) Outcome of the activity

Provide a summary of the outcome of the activity, i.e.

e) Describe the new capabilities which have been developed.
f) Explain the relevance of such capabilities to unable the target value proposition
g) Highlight differences (if any) between the initial objectives of the activity, and the actual achievements. Explain the consequences on the follow up activities aimed at bringing the technology into the market.

13) Next steps

a) Analysis of hurdles and risks on the path to commercialisation, starting from the end point of this research project, e.g.
   i) technical challenges for technology maturation, product development, industrialisation and scaling.
   ii) resistance to adoption.
   iii) integration into existing value chains,

iv) certification.
v) external dependencies.
vi) fund raising.
vii) business development.
viii) etc.
ix) Elaboration of mitigation strategies to address the identified risks.
x) Identification of success factors to successfully achieve commercialisation.
xi) Presentation of a roadmap to commercialisation, with a timeline, and a description of the main steps. It shall factor in the proposed mitigation to the identified risks and the success strategies identified in the previous point.

b) Presentation of the team, competences and capabilities required to implement and deliver the product/service to the market. In case of missing competences and capabilities, presentation of the intended strategy to acquire them.

Annex A: Deliverables

Deliverables shall be attached to this report as individual Annexes creating a single stand-alone document.

1. *D1 Prototype or mockup/demonstrator*

To be attached as Annex A.1

The Contractor shall provide either a prototype or a mockup/demonstrator to the ESA Phi-Lab manager. A short description (1 or 2 pages maximum) of the product/service shall be provided along with any instructions required for operation. This deliverable will mainly be used for promotional and outreach purposes by the ESA Phi-Lab manager and ESA. In cases where confidentially is critical, this shall still be delivered but the ESA Phi-Lab manager and ESA agree not to publicly disclose information relating to this.

2. *D2 Scientific publication(s) and/or Patent Application(s)*

To be attached as Annex A.2.

The Contractor shall list all the articles submitted or accepted for publication in peer-reviewed technical / scientific journals or conference proceedings, which relate the work and findings of the research performed under this Contract. Contractors are encouraged to publish using Open Access unless publication undermines their IP strategy.

If applicable the Contractor shall deliver to the ESA Phi-Lab manager a short description of the Patent(s) filed to protect the invention(s) made thanks to this project; the contractor shall provide evidence of such application(s).

3. *D3 Commercial Opportunities and Socio-Economic Impact Analysis*

To be attached as Annex A.3.

Suggested length: 4-5 pages.

This shall be an update of the "Commercial Opportunities and Socio-Economic impact" provided in the Mid Term report.

The contents of this deliverable shall include:

q) Presentation of the target customers for the potential applications enabled by the technology.
r) Presentation of current use case(s), associated problems and needs; evidence of validation of the problem and needs from representative customers.
s) Presentation of potential products / services that may be enabled by the new technology, and how well those can meet the market needs.
t) Analysis of likely impact on the demand market and the supply industrial ecosystem (e.g. threatening of incumbent industry? Opportunity for new entrants? Enabling of new business models? Unlocking of private investments? Job creation?). Explain the nature, the likely scale and the significance of those changes, and in turn analyse their impact on the space ecosystem, the overall economy, and the likely benefits for society at large.

In case the product/service enabled by the technology has already been (partly) developed at this stage, please clarify the following:

u) Target value proposition
v) Market description and analysis for the envisaged product/service (incl.
    a. Segmentation
    b. Size (TAM, SOM) of targeted segment(s)
    c. Competitive environment, i.e. Porter analysis, main competitors, comparison of intended value proposition with theirs).
    d. Discussion on attractiveness of market.

4. *D4 Commercial Arrangement Document*

To be attached as Annex A.4, if applicable.

Suggested length: 1 page

The contents of this deliverable shall include:

- Details regarding the type of commercial arrangement that has been agreed/envisioned with any Potential Customer/Partner
- Duration of agreement
- Conditions of agreement
- Value of agreement

5. *D5 hardware, purchased by the Contractor using the ESA Phi-Lab Innovation Seed Fundings for the purpose of testing or developing activities*

To be attached as Annex A.5, if applicable.

Any hardware, purchased by the Contractor using the ESA Phi-Lab Innovation Seed Fundings for the purpose of this R&D activity, and that is reusable, shall be delivered by the Contractor to the Phi-Lab. The Phi-Lab shall use such deliverable for the benefit of other research projects, if/when needed. A short description of this hardware shall be provided in this deliverable.

6. *D6 Statement on maintaining a separate accounting record of costs for the implementation of the project*

To be attached as Annex A.6

Maintaining a separate accounting record that allows identification of the costs indicated in the table of the Mid Term Report/Technical Progress Report under point 2.c - *Research and Technical Development - Cost Breakdown*.

Annex B: Minutes of Meeting

It is the responsibility of the project team to produce Minutes of Meeting for the Final Review, have them signed by all attendees, and attach them to the final version of this report.