

ESA Contract No. 4000125330/18/NL/SC

with

**Institute of Experimental Physics
of the
Slovak Academy of Sciences**

**Follow-up of feasibility study to observe
ionospheric disturbances by airglow
monitoring network (AMON-net)**

PECS 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 Johann-Dietrich Wörner, its Director General,

through its establishment,

The European Space Research and Technology Centre (ESTEC),

located at: Keplerlaan 1,
2201 AZ Noordwijk,
The Netherlands,

of the one part,

and:

**The Institute of Experimental Physics,
of the Slovak Academy of Sciences**
(hereinafter called "the Contractor"),

whose Registered Office is at:
Watsonova 47,
040 01 Košice,
Slovakia,

represented by Mr Peter Kopčanský, its Director,

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 the activity “Follow-up of feasibility study to observe ionospheric disturbances by airglow monitoring network (AMON-net)” to deliver the hardware 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 Articles of this Contract and its Appendix 1 (Payment Plan and Advance Payment and other Financial Conditions);
- b) The General Clauses and Conditions for ESA Contracts (herein referred to as GCC), reference ESA/REG/002,Rev.2, not attached hereto but known to both Parties and available on <http://emits.sso.esa.int> – “reference documentation” – “administrative documents”, as amended by this Contract;
- c) Appendix 2 hereto: The Standard Requirements for Management, Reporting, Meetings and Deliverables (rev.3:2015-11) and its Annex A: Layout for Contract Closure Documentation (rev.4:2015-11);
- d) The signed Minutes of the negotiation meeting reference “SK2-09_MoM1” signed on 24 September 2018, not attached hereto but known to both Parties;
- e) The Contractor’s Proposal reference “AMON-net Proposal (SK2-09)” dated 13 September 2018, 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 the Applicable Documents under Article 1.2, 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 Progress Reports shall be delivered every three (3) months in a searchable, exchangeable and storable electronic format via e-mail to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a).

2.1.1.2 The draft versions of the Final Report and Executive Summary Report, 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 20 September 2020.

The finalised versions thereof shall be issued not later than four (4) weeks after the approval of the draft versions, in a searchable, exchangeable and storable electronic format via email, to the Agency's Technical Officer.

In addition, one (1) paper copy and one (1) copy on CD-ROM to the ESA Information and Documentation Centre, ESA ESTEC – Library, Keplerlaan 1, 2201 AZ Noordwijk, The Netherlands.

2.1.1.3 At the same time as delivery of the final documents, the Technical Data Package, containing all approved Technical Notes, shall be delivered in a searchable, exchangeable and storable electronic format via email to the Agency's Technical Officer specified in Article 5, Clause 5, Sub-Clause 5.1 a) of the Contract.

2.1.2 Hardware

The hardware specified in the Applicable Documents under Article 1.2 shall be delivered to the Agency's Technical Officer specified herein, not later than 20 September 2020 and shall be installed, tested and commissioned as required by the Applicable Documents under Article 1.2.

2.1.3 Contract Closure Documentation

The Contract Closure Documentation (Appendix 2, Annex A) shall be delivered in one (1) signed set of documentation each, to the Agency's authorised representatives not later than the time of submitting the invoice(s) for the Final Settlement (see also Article 3.2.2).

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

The price of this Contract amounts to:

177.096 EUR

(One hundred seventy seven thousand and ninety-six EURO).

The Agency may decide that certain items produced or purchased under the Contract during its implementation (see Article 4 below) shall become ESA Fixed Assets. Such items shall be identified as becoming ESA Fixed Assets through the means of a Contract Change Notice.

The price is broken down as follows:

Company Name	Vendor Code	Type P/Prime	Country (ISO Code)	Total Amount (in Euro)
Institute of Experimental Physics, Slovak Academy of Sciences	1000025275	P	SK	177,096
Total:				177,096

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 2010, to the addressees 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

3.2.1 General provisions

The Payment Plan and advance payment off-setting conditions applicable to this Contract are specified in Appendix 1 hereto.

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

In the event that the achievement of a milestone is delayed but the milestone is partially met at the milestone planning date foreseen, the Agency may, as an exception, effect a payment against an approved confirmation of the partially achieved milestone not exceeding the value of the work performed at the date of payment.

When releasing the payment for a given milestone, if applicable, the Agency's payment shall be made after due deduction of the corresponding off-set of the advance payment(s) as per conditions of Appendix 1 to the contract (Payment plan and advance payment(s) and other financial conditions).

In case of partial payment, the Agency shall deduct from the corresponding invoice(s) relative to the same milestone any outstanding amount of the advance payment(s) still to be off-set.

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 3.2.2 below¹. Only upon fulfilment of these requirements shall the invoice be regarded as due by the Agency.

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 the paragraph above.

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

Any questions concerning the latest status of due invoices can be addressed to the ESA Payment Officer (mail to: esa.payment.officer@esa.int).

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

In the case of invoices submitted by the Contractor which are free of VAT, reference shall be made to the number indicated on the VAT Exemption Form which the Agency provided to the Contractor when forwarding two (2) originals of the present Contract

¹ This is reflected in esa-p as "30 days upon receipt by ESA, in esa-p, of both the confirmation and the invoice" see in esa-p GUIDE Frequently Asked Questions & Answers for Suppliers at http://esa-p-help.sso.esa.int/FAQ_for_Suppliers.pdf

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

3.2.2 Requirements for Advance Payment Requests (APR) and invoices being regarded as due ²:

Advance Payment:

- APR: to be submitted after signature of this Contract by both Parties.

Progress Payment(s):

- Milestone Achievement Confirmation (MAC), hereinafter referred to as "confirmation," with supporting documentation, attached in esa-p. The supporting documentation shall justify the actual achievement of the milestone(s) as defined in the Payment Plan specified in Appendix 1 hereto.

and

- Invoice(s);

Final Settlement:

- Confirmation, with supporting documentation attached in esa-p. The supporting documentation shall justify the actual achievement of the milestones as defined in the Payment Plan Specified in Appendix 1 hereto.

and

- Invoice(s);

and

- 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 2, Annex A.

3.2.3 Implementation of payments conditions

The Contractor shall ensure that all APR, invoices and confirmations are submitted for payment exclusively through the Agency's esa-p system.

The Contractor undertakes to adhere strictly to the instructions contained in esa-p (including those for billing taxes and duties, where applicable) when submitting APR, invoices and confirmations through the esa-p system.

The Agency reserves the right to visit the Contractor's premises and ascertain the progress of the work being performed under the Contract, prior to making the progress payment concerned.

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

[http://esa-p-help.sso.esa.int/Quick Guide How to submit a Confirmation or Invoice or APR.pdf](http://esa-p-help.sso.esa.int/Quick%20Guide%20How%20to%20submit%20a%20Confirmation%20or%20Invoice%20or%20APR.pdf)[http://esa-p-help.sso.esa.int/Quick Guide How to approve a Confirmation or Invoice or APR.pdf](http://esa-p-help.sso.esa.int/Quick%20Guide%20How%20to%20approve%20a%20Confirmation%20or%20Invoice%20or%20APR.pdf)

3.2.4 Absence of user account for esa-p:

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 (idthelp@esa.int), specifying a contact name, the company name, and the ESA Contract number.

3.2.5 In case of esa-p not being operative:

Should the Contractor find the Agency's esa-p system technically inoperative at the moment of submission of the APR and invoices, the Contractor may submit invoices in paper format in two (2) 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.

Should the Contractor find the Agency's esa-p system technically inoperative at the moment of submission of the confirmation, the Contractor may submit the confirmation 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 confirmation form can be obtained upon request to the ESA Helpdesk (idthelp@esa.int).

3.2.6 Questions related to the esa-p system:

Any questions concerning the operation of esa-p shall be addressed to the ESA Helpdesk (idthelp@esa.int).

**ARTICLE 4 - MANAGEMENT AND CONTROL OF INVENTORY ITEMS /
FIXED ASSETS UNDER THE CONTRACT**

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

The Contractor shall specify, record, manage and control any and all Customer items and ESA Fixed Assets under Construction (reference is made to Article 3.1 above) that are subject of this Contract. Such items are:

- i. items produced or purchased 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 (value of group of items in the national currency equivalent to, or above 5,000 Euro;
- ii. if any, items identified as becoming ESA Fixed Assets in Article 3 above or in a subsequent CCN;
- iii. if any, Customer Furnished Items (see Article 5 Clause 11 of the contract) and/or Items made available by the Agency (see Article 5 Clause 12 of the contract).

The Contractor shall operate an inventory control system of all above mentioned items and shall mark them as falling under this Article of the Contract.

The Inventory Control System shall:

- record the existence, location, operational status and condition of all inventory items, and
- record the value and estimated life duration of all inventory items, and
- record changes in inventory value, and
- enable financial reconciliation to be made and status reports to be prepared for incorporation of the relevant data into the Agency's annual financial accounts.

The Contractor shall, as part of the Inventory Control System, maintain an Inventory/Fixed Asset Record (in an electronic tool of his choice) which shall, as a minimum, contain the information as shown in Appendix 3 to this Contract.

The Inventory/Fixed Asset Record shall be kept updated by the Contractor. It shall be made available to the Agency upon request but as a minimum yearly during the execution of the Contract (and at completion of each Project Phase as per ECSS-M-ST-10 if applicable). A final consolidated record, as foreseen in Appendix 3 to this Contract, shall be submitted with the final contractual deliverables.

If the Inventory/Fixed Asset Record 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.

Items, for which no place of delivery has been identified in Article 2 of this Contract, are subject to the following provisions.

Upon completion of the work specified in the Contract, the Agency shall take decisions regarding the final destination and final ownership of each item listed in the Record.

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

- a) the right to claim delivery to the Agency and transfer of ownership (the latter if applicable) - with issue of appropriate instructions concerning packing and shipment (at the Contractor's expense),
- b) the right to claim or retain ownership and to negotiate with the Contractor a loan agreement if the Contractor is interested in keeping and using an item, 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 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.

Should the Agency decide to transfer an ESA Fixed Asset to a third party or to dispose of the Fixed Asset, the Contractor shall provide the full inventory information of the Asset to the Agency and complete the transfer or disposal forms to be provided by the Agency upon request by the Contractor. The information to be given by the Contractor in the forms shall be agreed with the Agency.

The decisions taken by the Agency shall lead to instructions or negotiations, as the case may be and the results shall be recorded in the relevant sections of the Contract Closure Documentation (CCD) as found in Annex A to Appendix 2 of the contract. The CCD shall not be finalised and signed before a disposition of all items has been given by the Agency and recorded in the documentation.

ARTICLE 5 - COMPLEMENTS AND AMENDMENTS TO THE GCC

The General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002,Rev.2, (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:

Mr Eric Morel de Westgaver,
Director of Industry, Procurement and Legal Services

CLAUSE 5: THE PARTIES' REPRESENTATIVES

Sub-Clause 5.1: The Agency's Representatives

The Agency's representatives are:

- a) Mr Stephen Airey (IPL-IPS) for technical matters or a person duly authorised by him ("Technical Officer").

All correspondence for technical matters will be addressed as follows:

	To:	With copy to:	
Name	Mr Stephen Airey	Mr Raul Orus Perez	Ms Sandy Courtois
Telephone	+31 71 565 5295	+31 71 565 8325	+31 71 565 8230
Fax No.	+31 71 565 3854	+31 71 565 4999	+31 71 565 5773
e-mail	stephen.airey@esa.int	raul.orus.perez@esa.int	sandy.courtois@esa.int
Mail Address	ESTEC Keplerlaan 1 2201 AZ Noordwijk The Netherlands		

- b) Ms Sandy Courtois (IPL-PTS) for contractual and administrative matters or a person duly authorised by her ("Contracts Officer").

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

	To:	With copy to:
Name	Ms Sandy Courtois	Mr Stephen Airey and Mr Raul Orus Perez (see details above)
Telephone No.	+31 71 565 8230	
Fax No.	+31 71 565 5773	
e-mail address	sandy.courtois@esa.int	
Mail Address	ESTEC Keplerlaan 1 2201 AZ Noordwijk The Netherlands	

Sub-Clause 5.2: The Contractor's Representatives

The Contractor's representatives are:

Mr Simon Mackovjak for technical, contractual and administrative matters or a person duly authorised by him ("Technical Officer").

All correspondence for technical matters will be addressed as follows:

	To:	With copy to:
Name	Mr Simon Mackovjak	Mr Pavol Bobik +421 55 720 4122 +421 55 633 6292 bobik@saske.sk
Telephone No.	+421 55 720 4122	
Fax No.	+421 55 633 6292	
e-mail address	mackovjak@saske.sk	
Mail Address	Institute of Experimental Physics Slovak Academy of Sciences Watsonova 47 040 01 Kosice Slovakia	

CLAUSE 6: PUBLICITY RELATING TO CONTRACTS

Clause 6 is replaced by the following :

The content of any publicity material prepared by the Contractor related to an ESA mission or to an activity performed by the Contractor in the context of an ESA Contract, intended for publication in whatever form and through whatever medium, including the internet, shall acknowledge that the mission is indeed an ESA mission and/or that the Contract was carried out "Funded by the Government of Slovakia through an ESA Contract under the PECS (Plan for European Cooperating States)" and shall display in an appropriate and visible way the Agency's logo.

In addition, all publications, related to the work carried out under an ESA Contract shall also carry a disclaimer with the following wording or wording to the same effect: "The view expressed herein can in no way be taken to reflect the official opinion of the European Space Agency."

For utilisation described above, the ESA logo can be downloaded at the following address: <http://www.esa.int/esalogo/>

Any other utilisation of the ESA logo requires the prior approval of the Communication Department of ESA.

CLAUSE 9: KEY PERSONNEL

The Contractor's key personnel is listed in the Contractor's proposal referred to in Article 1.2 above.

CLAUSE 10: SUB-CONTRACTS

No Sub-Contracts are foreseen.

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 14: TIME-LIMITS FOR THE PROVISION OF DELIVERABLES AND SERVICES

The Contractor may mark the deliverables documents with the following:

"© Institute of Experimental Physics, Slovak Academy of Sciences [YEAR OF PUBLICATION]"

The copyright in this document is vested in the Institute of Experimental Physics, Slovak Academy of Sciences. This document may only be reproduced in whole or in

part, or stored in a retrieval system, or transmitted in any form, or by any means electronic, mechanical, photocopying or otherwise in accordance with the terms of ESA Contract No. 4000125330/18/NL/SC.”

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

The following provision is added as Sub-Clause 15.3.6 of the GCC:

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, the Contractor shall secure that such information is only passed on to the Agency in accordance with the provisions of such export control and regulations.

CLAUSE 17: PENALTIES/INCENTIVES

Penalties for late delivery do not apply.

CLAUSE 27: PRICING

Sub-Clauses 27.3 and 27.4 do not apply, unless in case of termination as per Clause 30 of the GCC.

CLAUSE 34: APPLICABLE LAW

The substantive law referred to in Clause 34 of the GCC is the law of Slovakia. The scope of its applicability is as laid down in the said Clause of the GCC.

CLAUSE 35: DISPUTE RESOLUTION

The arbitration proceedings referred to in Clause 35 of the GCC shall take place in Bratislava, Slovakia.

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 36.1 of the GCC:

It is expressly agreed that prior to the completion of the activity covered by this contract, the contractor shall not communicate, distribute, publish or make otherwise available to any third party the results of this contract including intermediate ones without the prior written consent of the Agency's Representatives.

The same conditions as above shall be reflected on to any sub-contract placed by the contractor for the purpose of this activity.

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

The term "documentation" as defined in Annex IV to the GCC shall be interpreted to 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:

At signature of this Contract, the Contractor has not identified any Background Intellectual Property.

If the Contractor has not identified Background Intellectual Property Rights by the end of the Contract, all Intellectual Property Rights used during the execution of the Contract are treated as arising from work performed under the Contract, unless and until the Contractor provides the Agency with evidence of the relevant Background Intellectual Property rights.

Notwithstanding the above, the following is agreed: if the Contractor, after the signature of the Contract, invokes the existence of any 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-Clauses 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 the activities in relation to "Follow-up of feasibility study to observe ionospheric disturbances by airglow monitoring network (AMON-net)"

CLAUSE 49: TRANSFER OUTSIDE SLOVAKIA

Clause 49 of the GCC is replaced by the following:

- 49.1 Any transfer of Intellectual Property arising from work performed under the Contract by the Contractor to any entity outside Slovakia shall comply with

all applicable laws including all export control laws, regulations, rules and procedures and any relevant international agreements relating to the export of goods and services.

Property owned by the Contractor

- 49.2 The Contractor shall not transfer any Intellectual Property Rights arising from work performed under the Contract which the Contractor owns to any entity outside Slovakia without seeking the prior written recommendation of the Agency. If The Contractor intends to transfer any such Intellectual Property Rights, to an entity outside Slovakia, it shall at its earliest convenience and in any event before making any unconditional commitment provide the Agency with a written request accompanied by a Statement setting out details of:
- a) the proposed transferee outside Slovakia;
 - b) the terms of the transfer (together with all countries of destination) and the intended use of the subject matter to be transferred;
 - c) any further information required by the ESA Division for Industrial Policy Implementation.
- 49.3 The Contractor shall identify in the Statement all relevant national approval or consent procedures which need to be obtained for the said transfer to comply with national legislation and whether any such approvals or consents have been applied for or granted.
- 49.4 The Contractor shall wait 5 weeks from submission of the written request to the Agency before entering into any unconditional commitment.
- 49.5 The Agency shall not disclose the Contractor's written request or Statement but shall promptly circulate the request and Statement to the Government of Slovakia for approval.
- 49.6 If the Contractor has assigned Intellectual Property Rights arising from work performed under the Contract to a Third Party, the Agency may request that the Contractor shall ensure that the assignee complies with clauses 49.2-49.7.

Recommendation

- 49.7 The Agency's recommendation and decision of the Government of Slovakia shall be communicated to the Contractor.

The request for a transfer outside Slovakia shall be addressed to,

New, Cooperating & Associate States Section,
Industrial Policy and SME Division,
Attn.: Mr. Stephen Airey,
ESA/ESTEC,
Keplerlaan 1,
2201 AZ Noordwijk,
The Netherlands,

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 (2) originals, one for each Party to this Contract,

In: Košice

In: Paris

On: 14.10.2018

On: 27 September 2018

For the Institute of Experimental
Physics of the Slovak
Academy of Sciences

For the European Space Agency (ESA)

Mr Peter Kopčanský
Director

Mr Eric Morel de Westgaver
**Director of Industry, Procurement
and Legal Services**