

## Small ARTES Applications Austria Call 2017

### DRAFT CONTRACT

**Project acronym – project name**

Small ARTES activity

Ref. X.201X

#### A – Parties

**Science Park Graz GmbH**, a private non-profit association under the laws of Austria, VAT ATU60989808, with headquarter in Stremayrgasse 16, 8010 Graz, hereby represented by Martin Mössler, as General Manager, with legal and statutory powers of representation, as First Party, hereinafter SPG and/or Prime Contractor

And

**Entity Full Name**, a public law company / a private law company / an association / a foundation under the laws of Austria, VAT XXXXXXXXXX, with headquarters in XXXXXXXXXXXXXXXXXXXX, hereby represented by XXXXXXXXXXXXXXX, as XXXXXXXXXXXXXXXXXXXX, with legal and statutory powers of representation, as Second Party, hereinafter Beneficiary.

#### B – Scope – Definitions / Object

##### B1. Definitions

Small ARTES Applications Austria – “Small ARTES Applications Austria Call 2017”, a call for projects launched by Science Park Graz (SPG) and the Telecommunications and Integrated Applications Directorate of the European Space Agency (ESA-TIA), in the scope of the activities of the ESA IAP Ambassador Platform in Austria, with the support of the Austrian Research Promotion Agency / Aeronautics and Space Agency (FFG/ALR), the Austrian Delegation at ESA.

Small ARTES Applications Austria activity or “Small ARTES activity” – Funded project under Small ARTES Applications Austria aiming at reporting on the technical and economic feasibility of a space application in a non-space market.

Space Assets – Technologies, patents, software, databases or know-how generated in space missions in multiple domains: Earth Observation, Human Spaceflight, Launchers, Navigation, Space Science, Space Engineering, Operations, Technology, Satellite Communication.

Beneficiary – The entity that benefits from the non-refundable grant, paid by SPG as Prime Contractor, under this contract.

## **B2. Object**

Under this contract, SPG and the Beneficiary settle the conditions, rights and obligations arising from the non-refundable grant paid by SPG to the Beneficiary of the Small ARTES activity selected by the Tender Evaluation Board (TEB).

## **C – Implementation**

The following clauses regulate the relationships between SPG and the Beneficiary regarding the current management of the Small ARTES activity.

### **CI. Deliverables and Payments**

#### Deliverables

The Beneficiary should deliver:

- PROGRESS Report – 3 (three) months after the contract signature date
- FINAL Report – 6 (six) months after the contract signature date
- The Small ARTES activity deliverables:
  - To be submitted with the PROGRESS Report: D0. Business Model Canvas (BMC), D1. System/Service Opportunity Overview (draft), D2. Major Project Stakeholders and Needs (draft), D3. Service Value Chain (draft), D4. Competitive Positioning (draft), D5. Market Analysis (draft), D6. Financial Indicators (draft), D7. User Requirements (draft), D8. System/Service Architecture (draft);
  - To be submitted with the FINAL Report: final versions of D0 to D8; D9. Digital Media (if applicable), D10. Implementation Approach (If commercial viability and technical feasibility are proven), D11. Pilot Service (if continuation is foreseen) and D12. Financial, Management and Administrative (FMA) (if continuation is foreseen).

#### Deliverables approval

After the reception of the deliverables, SPG may:

- Approve the deliverables, in whole or in part or make the approval be subject to certain conditions;
- Reject the deliverables under appropriate justification and, if applicable, start the procedure for contract termination stated below in 15 consecutive days. Any amendment or correction, as well as any additional information shall be asked by email to the Beneficiary during this term;
- Suspend the payment, in whole or in part, of the amount scheduled for the Beneficiary:
  - If the work performed does not comply with the provisions of this contract;
  - If there is a suspicion of irregularity committed by the Beneficiary in the performance of this contract.

The decisions regarding the Deliverables approval, denial or revision shall be taken by SPG in 15 consecutive days. During this period, if applicable, the Beneficiary can be asked to answer to questions by SPG and provide additional information.

The lack of delivery of the scheduled deliverables by the Beneficiary, apart from *force majeure* as defined below in D3, is a cause for contract termination by SPG.

Information and communications

The parties accept to exchange information using the following contacts and contact persons, assuming any other communication using different contacts and/or persons must be confirmed to the following coordinates, otherwise deemed not to have been received:

	<b>SPG</b>	<b>Beneficiary</b>
<b>Contact Person(s)</b>	Martin Mössler / Inês Plácido	XXX
<b>Address</b>	Stremayrgasse 16, 8010 Graz	XXX
<b>E-mail</b>	spacesolutions@sciencepark.at	XXX
<b>Telephones</b>	+ 43 316 873 9101	XXX
<b>Other (skype, mobile)</b>	XXX	XXX

**C2. Eligible costs**

The following costs supported by the Beneficiary are eligible within this contract:

- Staff costs;
- Subcontracting costs;
- Access to data sources;
- Travelling, subsistence and accommodation;
- Equipment;
- Awareness creation costs.

All Beneficiary eligible costs should be duly anticipated in Annex I (Financial Statement), part of this contract and shall comply with the Small ARTES Applications Austria Conditions to Tender and Management Requirements.

**C3. Funding limits / Approved Value**

SPG will pay the Beneficiary up to 50% of its Total Project Cost approved by the Tender Evaluation Board (TEB) and previewed in Annex I, part of this contract. Accordingly, the maximum value of the non-refundable grant is EUR ~~XXXXXXXXXX~~. The final value of the non-refundable grant will be approved by SPG according to the costs duly justified in the Final Report.

**C4. Payment modalities**

SPG accepts to pay by bank transfer the non-refundable grant due to the Beneficiary no longer than 30 consecutive days from the following dates:

<b>Milestone</b>	<b>Schedule date</b>	<b>Deliverables</b>	<b>Payment from SPG to the Beneficiary</b>
START	T0	<ul style="list-style-type: none"> <li>• Contract Signature</li> </ul>	30%
PROGRESS	T0 + 3 months	<ul style="list-style-type: none"> <li>• PROGRESS Report</li> <li>• D0</li> </ul>	30%

Milestone	Schedule date	Deliverables	Payment from SPG to the Beneficiary
		<ul style="list-style-type: none"> <li>• D1 to D8 (draft versions)</li> </ul>	
FINAL	T0 + 6 months	<ul style="list-style-type: none"> <li>• FINAL Report</li> <li>• D0 to D12 (final versions)</li> </ul>	40%

The Beneficiary hereby informs SPG of the bank coordinates to be used for all payments:

Beneficiary bank account holder name: XXXXXXXX

IBAN: XXXXXXXXXXXXXXXXXXXXXXXXX

SWIFT/BIC: XXXXXXXX

The final payment due to the Beneficiary will be adjusted to the difference between the Total Project Cost in Annex I and the project final execution at the contract term, always respecting the cap value of the non-refundable grant (above in C3).

**C5. Financial audits and controls**

C.5.1. SPG reserves the right to visit the Beneficiary’s premises at any time during the contract term and up to 2 years after its term, with the aim of auditing accounting documents related to and/or supporting eligible costs of the project.

C.5.2. SPG staff or external consultants designated by SPG may perform the audits, upon written notification to the Beneficiary with no less than 8 days in advance.

C.5.3. Such audits may cover financial and accounting aspects and shall be carried out on a confidential basis. The Beneficiary accepts to provide precise, complete and effective information.

C.5.4. The Beneficiaries shall keep the originals or, in exceptional cases, duly authenticated copies of all documents related with the performance of this contract, for up to 2 years after the contract term.

C.5.5. If such audits disclose the lack of document support to Beneficiary eligible costs and/or any other disconformities with the contract performance, the Beneficiary is forced to grant back the amount received from SPG under this contract, in a period no longer than 15 consecutive days. Additionally, and if applicable, SPG reserves the right to terminate this contract.

**C6. Confidentiality**

C.6.1. During the contract term and for an additional period of 5 years after its completion, SPG and the Beneficiary undertake to preserve the confidentiality of any data, documents or other material that is identified as confidential in relation to the execution of this contract.

C6.2. The present duty of confidentiality no longer applies where:

- The confidential information becomes publicly available by means other than a breach of confidentiality obligations;
- The disclosure of communication is required by the specific nature of the partnership between SPG, ESA and FFG/ALR, under the framework of Small ARTES Applications Austria, taking in consideration the duty of confidentiality binding ESA, FFG, FFG/ALR.

## C7. Intellectual Property Rights, use and dissemination

- i) Beneficiary Assets: the Beneficiary will hold full and unconditional Intellectual Property Rights on any proprietary assets to be developed and/or submitted within the framework of a Small ARTES Applications Austria activity contract. This contract does not grant to SPG, ESA or FFG/ALR any Intellectual Property Right, license, or option on any Beneficiary proprietary assets.
- ii) Proprietary Assets: in case a Beneficiary intends to explore, perform, develop and/or by any means use proprietary assets in his/her Small ARTES Applications Austria activity, the entity is obliged to submit a formal written document (e.g. agreement, license, comfort letter) signed by the legal representative of the assets owner expressly granting the right to explore, perform, develop and/or by any means use those assets.

## D – Final provisions

### D1. Amendments

Any amendments to this contract are only admissible by expressed and unanimous agreement of the Parties, which should be reduced to written form.

### D2. Contract termination

D.2.1. Any of the Parties may terminate this contract on the grounds of lack of fulfilment of counterpart's obligations that make the remaining force of this contract impossible.

D.2.2. The termination should observe written form and be communicated to the counterpart, observing all Austrian Civil Law requirements.

### D3. Force majeure

D.3.1. Force majeure means any unforeseeable and exceptional event affecting the fulfilment of any obligation under this contract by the parties, which is beyond their control and cannot be overcome despite their reasonable undertakings. Any of the parties subject to force majeure liable to affect the fulfilment of its obligations under this contract shall notify the counterpart without delay, stating the nature, likely duration and foreseeable effects.

D.3.2. Labour disputes, strikes or financial difficulties do not constitute force majeure.

### D4. Assignment

The Beneficiary shall not assign any of the rights and obligations arising from this contract, without the prior and written authorization of SPG, which can be denied at SPG's sole discretion, on the grounds of the *intuitus personae* nature of this contract.

### D5. Liability

The Beneficiary shall bear sole responsibility for ensuring its acts within the framework of this contract do not infringe third parties' rights. Accordingly, the Beneficiary assumes full and unconditional liability for any claim and/or damage to third parties arising from the performance of this contract.

**D6. Dispute resolution, applicable law**

D.6.1. This contract is ruled under Austrian Laws, namely the Austrian Civil Code and the remaining Austrian Laws that may apply.

D.6.2. Any conflict or dispute arising from this contract shall be submitted to the Regional Court of Graz.

Made in two samples, both originals, duly signed and stamped by the Parties legal representatives in Graz, on XXX 2017.

On behalf of Science Park Graz,

On behalf of the Beneficiary,

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Martin Mössler,  
*General Manager of Science Park Graz*

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Name,  
Role



**ANNEX I – Financial Statement**

The Beneficiary hereby warrants that the information contained in the following table is true and in good faith assumes the compromise of complying with said information during the performance of the activity.

The Beneficiary hereby submits a table with the breakdown of the total eligible project costs. This table binds the Beneficiary regarding the information presented.

<b>Cost category</b>	<b>Project Cost (€)</b>	<b>Requested Funding (€)</b>
Staff	xxx	xxx
Subcontracting	xxx	xxx
Access to data sources	xxx	xxx
Travelling, Subsistence and Accommodation	xxx	xxx
Equipment	xxx	xxx
Awareness creation costs	xxx	xxx
<b>TOTAL</b>	<b>xxx</b>	<b>xxx</b>