

Annex I

Framework conditions for Requesting Party Activities (hereinafter referred to as “RPA”) under Art. 10 (2)

1. Scope of the assistance provided by the Agency

The following assistance will be provided by the Agency in accordance with its standard internal practices, as further detailed in Annex II:

- a) National Programme Element (hereinafter referred to as “NPE”): Assistance to national programme for space development (maximum 50% of the budget dedicated to RPA)
- b) Industrial Incentive Scheme Element (hereinafter referred to as “IIS”)

The goals and possible content of the two elements are specified in detail in Annex II.

2. Management

The implementation of the RPA shall be overseen by a Board composed of the members identified in Annex II.

Any activity implemented under the RPA needs to be approved by both of the Co-Chairs.

The Agency Secretary shall be responsible for handling any matter arising during the implementation of the scheme, including, in particular, quarterly reports to the Board, preparation of an annual review of the activities by the Board and preparation of the decisions of the Board.

The Agency Programme Manager shall be responsible for the day-to-day implementation of the RPA.

3. Procurement provisions

The Agency shall be responsible for carrying out the procurements relating to the RPA and for negotiating, signing and managing the resulting contracts on Slovenia’s behalf. The Agency Procurement Regulations (ESA/REG/001 rev.5) shall apply with the following amendments:

- a) For “Top Down” Activities (i.e. content of the activity defined in the Invitation to Tender): Prior to the publication of any Invitation to Tender, the objective, programmatic constraints and the financial envelope of the activity shall be approved by both Co-Chairs. The Co-Chairs will be informed of the recommendation of the Tender Evaluation Board (hereinafter referred to as “TEB”). Prior to entering into negotiations for any activity of the Agency the Industrial Policy Committee shall be consulted and the relevant Agency Programme Board(s) shall be informed about the respective activity.
- b) For “Open Call” activities (i.e. content of the activity to be proposed by the tenderers within certain framework conditions defined in the Call): The programmatic constraints of each open call shall require the written approval of the Co-Chairs and shall be listed in the cover letter of the call. The TEB recommendation shall be submitted to the Co-Chairs for approval. If a Co-Chair rejects a proposal that has been recommended by the TEB, he/she shall state the reasons for this in writing. The Co-Chairs may further decide that a proposal which has not been recommended, but which has received a marking above 40 in line with the

Agency Tender Evaluation Manual (Annex III rev. 2 of the ESA/REG/001 rev.5), may be improved and resubmitted. The proposals which have been approved by the Co-Chairs shall be presented to the Industrial Policy Committee for consultation and the relevant Programme Board(s) for information prior to the Agency entering into negotiations with the selected entities.

The Agency shall be authorised to release payments and agree contractual changes in accordance with its rules and procedures. For contract changes that result in an increase of the initial contract value by more than 10%, the written approval of the Country Co-Chair will be required. For contract changes that result in an increase of the initial contract value by more than 20%, the written approval of both Co-Chairs will be required.

4. Funding and Financial Liability

In accordance with Art. 40 of the Agency Financial Regulations, all costs incurred by the Agency in the implementation of the RPA shall be borne by Slovenia. Accordingly, Slovenia shall cover the Full Costs incurred by the Agency in providing the technical and contractual management of the Project, covering in particular the amounts of the industrial contracts placed by the Agency and the Agency's internal costs, which shall be calculated on the basis of Full Costs. The yearly funding shall be provided in advance, in accordance with a payment plan to be agreed between the Parties. Any surplus at the end of the RPA shall be reimbursed to Slovenia.

5. Intellectual Property Rights

The contracts concluded by the Agency with the contractors shall state that all information, data and intellectual property rights resulting from activities carried out under the contracts concluded as a result of the Call for Proposals shall be available to:

- (a) Slovenia, for use on the basis of a free worldwide license, together with the right to grant sub-licenses for its own needs, and
- (b) the Agency, for use on the basis of a free worldwide license, together with the right to grant sub-licenses, for the purposes of the Agency's future activities and programmes.

The contracts shall further state that any transfer, by the contractors, of intellectual property rights resulting from activities carried out under the contracts to any entity located outside of Slovenia requires the prior approval of the Agency and Slovenia.