Contract Closure Documentation

ESA/ESTEC Contract No. ...... [INSERT NUMBER]

“[INSERT ACTIVITY TITLE]”,

hereinafter referred as the “Contract”

**Section 1 – Parties, Contract Duration and Financial Information**

|  |  |  |  |
| --- | --- | --- | --- |
| Contractor | | [CONTRACTOR NAME] | |
| Sub-Contractor(s)  (state if not applicable) | | [NAME AND COUNTRY] | |
| Contract Duration | | From:  To: | Phase 1 from:  to: |
| Phase n from:  to: |
| Total Contract Price  (including all CCNs, Work Orders, Call of Orders)  and Total Contract Value  (in case of co-funding; state if not applicable) | | | EUR  EUR |
| Broken down as follows: | Original Contract Price  and original Contract Value  (in case of co-funding; state if not applicable) | | XXX EUR (XXX EUR)  EUR |
| CCN x to n  Work Order x to n  Call-Off Order x to n | | **EUR** in total  **EUR** in total  **EUR** in total |

**Section 2 – Recapitulation of Deliverable Items**

2.1 Items deliverable under the Contract

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

Table 2.1.1 – Items deliverable according to the Statement of Work

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Type | Ref.  No. | Name /  Title | Description | Replacement Value (EUR)/ Other | Location[[1]](#footnote-1) | Property of | Rights granted / Specific IPR Conditions[[2]](#footnote-2) |
| Documentation |  |  |  |  | n/a | n/a |  |
| Hardware |  |  |  |  |  |  |  |
| Software |  |  | (Delivery in  Object code ) |  |  |  |  |
| Other |  |  |  |  |  |  |  |

Table 2.1.2 – Other Deliverable Items: Inventory of Items produced or purchased under the Contract (*if applicable*)

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | ESA DECISION | | |
| Item Name | Part/ Serial Reference Number | Location | Value | Deliver to ESA | Sell or Dispose of | Leave in  (Sub-) Contractor’s Custody |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

Table 2.1.3 – Customer Furnished Items and Items made available by the Agency

Any Customer Furnished Items and/or Items made available by the Agency to the Contractor and/or its Sub-Contractor(s) under the Contract, are listed in the following List of Customer Furnished Items and Items made available by the Agency. The following tables certify which of the items have been returned to the Agency and which of the items remain in the custody of the Contractor, and/or a Sub-Contractor(s) and/or a Third Party for further ESA work or for other purposes.

Customer Furnished Items

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | ESA DECISION | | |
| Item Name | ESA Inventory Number | Location | Insurance Value | Confirmation of Receipt | Deliver | Leave at (Sub-)  Contractor’s Disposal |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

Items made available by the Agency

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item Name | ESA Inventory Number | Location | Replacement Value | Deliver | Leave at (Sub-)  Contractor’s Disposal |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Table 2.1.4 – Background Information used and delivered under the Contract (see Clause 57 of the General Clauses and Conditions)

The following background information has been incorporated in the deliverable(s):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Proprietary Information  (title, description) | Owner  (Contractor, Sub-Contractor(s), Third Party/ies) | Affected deliverable  (which documents, hardware, software, etc.) | Description impact on ESA’s rights to the deliverable[[3]](#footnote-3) | Other/comments |
|  |  |  |  |  |

**Section 3 – Output from / Achievements under the Contract**

3.1 Service Readiness Level (SRL)

Indicate the SRL of the application / service developed under the Contract using the classification given below:

|  |  |  |
| --- | --- | --- |
| Initial SRL | Planned SRL as activity outcome | Actual SRL at end of activity |
|  |  |  |

|  |  |
| --- | --- |
| 1 | Basic principles observed and reported |
| 2 | Application/service concept formulated, market opportunities not yet addressed |
| 3 | Concept analysis performed and target market identified |
| 4 | Application/service verification in laboratory environment, market segment(s) and customers/users identified |
| 5 | Application/service verified using operational elements, customers/users not involved |
| 6 | Demonstration of prototype in relevant environment, price policy identified |
| 7 | Trials with customers/users to validate utilisation and business models |
| 8 | Application/service completed and validated, commercial offer ready |
| 9 | Application/service operationally deployed and used by paying customers |

NOTE: The SRL shall be assessed by ESA.

3.2 Achievements and Technology Domain

Not Applicable

3.3 Application of the Output/ Achievements

Not Applicable

3.4 Further Steps/Expected Duration

Please tick off as appropriate:

No further development envisaged.

Further development needed:

……………………………………………………….

Please describe further development activities needed, if any, to reach TRL 5/6 including an estimate of the expected duration and cost.

3.5 Potential Non-Space Applications

Not Applicable

**Section 4 – Statement of Invention**

**[OPTION 1**: NO INVENTION]

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

[**OPTION 2:** INVENTION]

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

…………………….

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

…………………….

[**OPTION**]: In accordance with the provisions of the above Contract, ……………[Company] hereby certifies both on its own behalf and that of its consortium/Subcontractor(s) that the following inventions have been made in the course of or resulting from work undertaken for the purpose of this Contract and are foreseen for and/or in the process of registration:

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

|  |  |
| --- | --- |
| The above statements provided in the various sections of this Annex A “Layout for Contract Closure Documentation” for ESA Contract No. **4000xxxxxx/xx/XX/XXX/xxx *[insert the corresponding Contract number*]** have been made after due verifications.  The Contractor furthermore certifies that all its obligations with regard to Fixed Assets, if any, have been fulfilled.  If required by ESA, an updated version shall be provided for incorporating amendments requested by ESA. | |
| Name of Contractor:  *[insert Contractor name]* | |
| Authorised signatory:  *[insert Authorised signatory full name]* | *[signature of the Authorised signatory*] |
| Date:  [insert date] | |

1. In case the item is not delivered to ESA, please indicate the location of the deliverable and the reason for non-delivery (e.g. loan agreement, waiver, future delivery, etc.) [↑](#footnote-ref-1)
2. e.g. IPR constraints, deliverable containing proprietary background information (see also 2.1.4 below) [↑](#footnote-ref-2)
3. if not explicitly stated otherwise, the contractual stipulations shall prevail in case of conflict with the description provided in this table [↑](#footnote-ref-3)