

SPARK 4 Business Open Call

CONTRACT

Project acronym – project name

SPARK 4 Business project

A – Parties

Instituto Pedro Nunes, Associação para a Inovação e Desenvolvimento em Ciência e Tecnologia, a private non-profit association under the laws of Portugal, VAT 502 790 610, with headquarters in Rua Pedro Nunes, 3030-199 Coimbra, hereby represented by João Gabriel Monteiro de Carvalho e Silva and Fernando Amilcar Bandeira Cardoso, as President and Vice-President of the Board of Directors, with legal and statutory powers of representation, as First Party, hereinafter **IPN** and/or **Prime Contractor**

And

ENTITY FULL NAME, a public law company / a private law company / an association / a foundation under the laws of Portugal, VAT XXX XXX XXX, with headquarters in XXXXXXXXXXXXXXXXXXXX, hereby represented by XXXXXXXXXXXXXXXX, as XXXXXXXXXXXXXXXXXXXX, with legal and statutory powers of representation, as Second Party, hereinafter **Beneficiary**.

B - Scope – Definitions / Object

B1. Definitions

SPARK 4 Business – “SPARK 4 Business Permanent Open Call”, a call for projects launched by Instituto Pedro Nunes (IPN) and the Telecommunications and Integrated Applications Directorate of the European Space Agency (ESA-TIA), with the support of Autoridade Nacional de Comunicações (ANACOM) and the Portuguese Space Agency – Portugal Space.

SPARK 4 Business project – Funded initiative under SPARK 4 Business aiming at reporting on the technical and economic feasibility of a Satellite Communication application or an application based on the use of at least one space assets 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 IPN as Prime Contractor, under this contract.

B2. Object

Under this contract, IPN and the Beneficiary settle the conditions, rights and obligations arising from the non-refundable grant paid by IPN to the Beneficiary of the project selected by the SPARK 4 Business Tender Evaluation Board (TEB) for a SPARK 4 Business project.

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C - Implementation

The following clauses regulate the relationships between IPN and the Beneficiary with regard to the current management of the SPARK 4 Business project.

C1. Deliverables and Payments

Deliverables

The Beneficiary should deliver:

- M1 and M2 Reports, as follows:
 - M1 Mid-term Report – 3 (three) months after the contract signature date;
 - M2 Final Report – 6 (six) months after the contract signature date.
- The SPARK 4 Business project deliverables:
 - To be submitted with the Mid-Term Report: D1.1. Customer/User/Stakeholder Analysis, D1.2. Value Proposition, D2.1. Service/System Definition, D2.2. Technical Feasibility Analysis, D3.1. Business Model(s), D3.2. Business Plan, D.3.3. Viability Analysis, D3.4. Socio Economic Impact Analysis (drafts);
 - To be submitted with the Final Report: final versions of D1.1. Customer/User/Stakeholder Analysis, D1.2. Value Proposition, D2.1. Service/System Definition, D2.2. Technical Feasibility Analysis, D3.1. Business Model(s), D3.2. Business Plan, D.3.3. Viability Analysis, D3.4. Socio Economic Impact Analysis; D4.1. Proof of concept, D5.1. Roadmap (if continuation is foreseen), D5.2. Partner/Customer/User/Stakeholder Engagement (if continuation is foreseen), D5.3. Implementation Approach (if continuation is foreseen) and D5.5. Finance, Management and Administrative (FMA) (if continuation is foreseen).

Deliverables' approval

After the reception of the deliverables, IPN 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 IPN in 15 consecutive days. During this period, if applicable, the Beneficiary can be asked to answer to questions by IPN 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 IPN.

Information and communications

The parties accept to exchange information using the following contacts and contact persons, assuming that any other communication using different contacts and/or persons must be confirmed to the

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following coordinates, otherwise deemed not to have been received:

	IPN	BENEFICIARY
Contact Person(s)	Jorge Pimenta Carla Duarte	XXXX
Address	Rua Pedro Nunes, 3030-199 Coimbra	XXXX
E-mail	space@ipn.pt	XXXX
Telephones	+ 351 239 700 900	XXXX
Other (mobile)	+351910018625 +351910003947	XXXX

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;
- Indirect costs.

All Beneficiary eligible costs should be duly anticipated in Annex I (Financial Statement), part of this contract and shall comply with the SPARK 4 Business Conditions to Tender and Management Requirements Annex B – Cost Eligibility Limits and Conditions.

C3. Funding limits / Approved Value

IPN will pay the Beneficiary up to 50% of its Total Project Cost presented in the Application, as 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 XXXXXXXXX.

The final value of the non-refundable grant will be approved by IPN according to the costs duly justified in the Final Report.

C4. Payment modalities

Deadline for payments

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

Milestone	Months after contract signature	Deliverables	Entitlement to Grant Payment
M0	0		30%
M1	3	- Mid-term Report - D1 to D3 (draft)	30%
M2	6	- Final Report - D1 to D5	40%

The Beneficiary shall timely inform IPN about the bank coordinates to be used for all payments. IPN reserves the right to retain any payment until the Beneficiary formally provides this information.

Beneficiary bank coordinates:

IBAN: XXXX XXXX XXXX XXXX XXXX XXXX X

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. IPN 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. IPN staff or external consultants designated by IPN 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. In the event that 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 IPN under this contract, in a period no longer than 15 consecutive days. Additionally, and if applicable, IPN reserves the right to terminate this contract.

C6. Data Protection

C.6.1. Prior to the contract signature, the Beneficiary shall sign a Personal Data Processing Agreement with IPN, covering the latter's personal data processing of any and all Beneficiary staff involved in the contract implementation.

C.6.2. The Beneficiary must additionally require all prior consent requirements for its staff members, covering the above-mentioned data processing to be performed by IPN.

C.7. Confidentiality

C.7.1. During the contract term and for an additional period of 5 years after its completion, IPN 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.

C.7.2. 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 IPN, ESA Portugal Space and ANACOM, under the framework of SPARK 4 Business, taking in consideration the duty of confidentiality binding ESA, Portugal Space and ANACOM.

C8. 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 SPARK 4 Business project contract. This contract does not grant to IPN 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 SPARK 4 Business project, the entity is obliged to submit with the Project Submission Form 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. The lack of that document leads to the rejection of the project.

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 Portuguese 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 IPN, which can be denied at IPN'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 Portuguese Laws, namely the Portuguese Civil Code and the remaining Portuguese Laws that may apply.

D.6.2. Any conflict or dispute arising from this contract shall be submitted to the Coimbra District Court.

Made in two samples, both originals, duly signed and stamped by the Parties legal representatives in Coimbra, on dd/mm/2022.

On behalf of Instituto Pedro Nunes,

Name:

João Gabriel Monteiro de Carvalho e Silva

Role:

President of the Board of Directors

Signature:

Date:

Name:

Fernando Amílcar Bandeira Cardoso

Role:

Vice-President of the Board of Directors

Signature:

Date:

On behalf of the Beneficiary,

Name:

XXXXX

Role:

XXXX

Signature:

Date:

Name:

XXXXX

Role:

XXXX

Signature:

Date:

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 project.

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

Cost category	Project Cost (€)	Requested Funding (€)
Staff	XXXX	XXXX
Subcontracting	XXXX	XXXX
Access to data sources	XXXX	XXXX
Travelling, subsistence and accommodation	XXXX	XXXX
Equipment	XXXX	XXXX
Awareness creation costs	XXXX	XXXX
Indirect costs	XXXX	XXXX
TOTAL	XXXX	XXXX