**LAYOUT FOR CONTRACT CLOSURE DOCUMENTATION**

for

ESA Contract No [INSERT NUMBER]

“[INSERT ACTIVITY TITLE]”,

hereinafter referred as the “Contract”

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contractor** | | [CONTRACTOR NAME AND COUNTRY] | | |
| **Subcontractor(s)**  (*state if not applicable*) | | [NAME AND COUNTRY] | | |
| **Contract Duration** | | | **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** | | **XXX EUR (XXX EUR)** | |
|  | and original Contract Value  (*in case of co- funding; state if not applicable*) | | EUR | |
|  | **CCN x to n** | | **EUR** | in total |
|  | **Work Order x to n** | | **EUR** | in total |
|  | **Call-Off Order x to n** | | **EUR** | in total |

### Section 2 – Recapitulation of Deliverable Items

* 1. **Items deliverable under the Contract**

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

* + 1. – Items deliverable according to the Article 2 of theContract

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Type** | **Ref. No.** | **Name**  **/ Title** | **Description** | **Replacement Value (EUR)/ Other** | **Location (**[1](#_bookmark27)**)** | **Property of** | **Rights granted/ Specific IPR Conditions (**[2](#_bookmark28)**)** |
| **Documentation** |  |  |  |  |  |  |  |
| **Hardware** |  |  |  |  |  |  |  |
| **Software** |  |  | *(Delivery in Object code / Source code?)* |  |  |  |  |
| **Other** |  |  |  |  |  |  |  |

* + 1. – Items deliverable under Article 4 of the Contract (*if applicable*)

The Contractor, after agreement with the Agency with respect to the disposal/transfer of inventory items/fixed assets under the contract, shall submit the Inventory/Fixed Asset Record as attachment to the CCD. For each item/fixed asset, the information as requested by Appendix F to the Contract shall be provided in the Record.

Table 2.1.3 – Customer Furnished Items and Items made available by the Agency (if applicable)

**[Option 1]**

There was no Customer Furnished Items or Items made available by the Agency.

**[Option 2]**

Any Customer Furnished Items and/or Items made available by the Agency to the Contractor and/or its Subcontractor(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 | | |
|  |  |  |  |  | Deliver to | Leave at (Sub-) Contractor’s Disposal under a loan agreement |
| Item | ESA |  | Insurance | Confirmation of | ESA or to |
| Name | Inventory | Location | Value | Receipt | another |
|  | Number |  |  |  | entity |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

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.)
2. e.g. IPR constraints, deliverable containing proprietary background information (see also 2.1.4 below)

Items made available by the Agency

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item Name | ESA  Inventory Number | Location | Replacement Value | Deliver to ESA or to another entity | Leave at (Sub-)  Contractor’s Disposal under a loan agreement |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

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 Informatio n** (*title, description*) | **Owner** (*Contractor / Subcontractor(s)*  */ Third Party*  *-ies*) | **Affected deliverable** (*which documents, hardware, software, etc.*) | **Description impact on ESA’s rights to the deliverable (**[3](#_bookmark29)**)** | **Other comments** |
|  |  |  |  |  |

Items made available by the Agency

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item Name | ESA  Inventory Number | Location | Replacement Value | Deliver to ESA or to another entity | Leave at (Sub-)  Contractor’s Disposal under a loan agreement |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

### Section 3 – Statement on Intellectual Property Rights generated under the contract

[**OPTION 1** : NO Intellectual Property Rights generated under the Contract]

In accordance with the provisions of the above Contract [*insert Contract Number*], [*insert Company name*] hereby certifies both on its own behalf and on behalf of its consortium/Sub-Contractor(s), that no Intellectual Property Rights (as defined in Annex IV of the General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, Rev. 2 ,the “GCC”) have been generated in the course of or resulting from work undertaken for the purpose of this Contract. **[END OF OPTION 1]**

[**OPTION 2** : Intellectual Property Rights generated under the Contract]

1. *if not explicitly stated otherwise, the contractual stipulations shall prevail in case of conflict with the description provided in this table*

The Agency’s rights in the Intellectual Property Rights listed in the table below shall be in accordance with the General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, Rev. 2, the “GCC” - Part II provisions, as amended by the Contract [*insert Contract Number*].

In accordance with the provisions of the above Contract, [*insert Company name*] hereby certifies both on its own behalf and on behalf of its consortium/Sub- Contractor(s) that the following Intellectual Property Rights (as defined in Annex IV of the "GCC") have been generated in the course of or resulting from work undertaken for the purpose of this Contract:

|  |  |
| --- | --- |
| **Intellectual Property Rights (“IPR”) suitable for registration (i.e. “Registered Intellectual**  **Property Rights” as per definition in Annex IV of the “GCC”)** | **Current status**  *[delete non applicable options]* |
| *[insert title of IPR # 1 and give a short description]* | Registered :  *[insert information on registration granted*] |
| In the process of being registered: *[insert information on registration process]* |
| Foreseen for registration:  *[indicate timeline]* |
| Not foreseen for registration:  *[indicate reason]* |
| *[insert title of IPR # 2 and give a short description]* | Registered :  *[insert information on registration granted*] |
| In the process of being registered: *[insert information on registration process]* |
| Foreseen for registration:  *[indicate timeline]* |
| Not foreseen for registration:  *[indicate reason]* |
|  |  |
| Should any Intellectual Property Rights be indicated as being foreseen for registration or in the process of registration, the Contractor undertakes to notify the Agency's Technical Officer when:   * registration of any such IPR(s) is rejected * registration of any such IPR(s) is obtained (and will provide the registrationdetails) | |
|  |  |
| **Intellectual Property Rights ("IPR") not suitable for registration (i.e. not being "Registered Intellectual Property** |  |

|  |  |
| --- | --- |
| **Rights" as per definition in Annex IV of the "GCC")** |  |
| *[insert title of corresponding IPR]* | *[give a short description of such IPR]* |
| *[insert title of corresponding IPR]* | *[give a short description of such IPR]* |

### Section 4 – Output from / Achievements under the Contract

* 1. **Technology Readiness Level (TRL)**

*Indicate the TRL of the technology developed under the Contract using the classification given below (for additional information on definitions, please refer to ECSS-E-AS-11C) .*

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

|  |  |
| --- | --- |
| 1 | Basic principles observed and reported |
| 2 | Technology concept and/ or application formulated |
| 3 | Analytical and experimental critical function and/ or characteristic proof of concept |
| 4 | Component and /or breadboard validation in laboratory environment |
| 5 | Component and /or breadboard critical function verification in a relevant environment |
| 6 | Model demonstrating the critical functions of the element in a relevant environment |
| 7 | Model demonstrating the element performance for the operational environment |
| 8 | Actual system completed and accepted for flight ‘flight qualified’ |
| 9 | Actual system ‘flight proven’ through successful mission operations |

NOTE: The TRL shall be assessed by ESA. The Agency’s responsible Technical Officer shall verify TRLs 1-4 while TRLs 5-9 shall be assessed through an ESA-internal formal procedure.

### Achievements and Technology Domain

……………………………………………………..

*Provide a concise description (max 200 words) of the achievements of the Contract and its explicit outcome (including main performances achieved): please refer to the final documentation (e.g. Final Report)*

Please indicate the Technology Domain (TD 1 to 25) of the development (*please tick off*):

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | On-Board Data Systems | 14 | Life & Physical Sciences |
| 2 | Space System Software | 15 | Mechanisms & Tribology |
| 3 | Spacecraft Electrical Power | 16 | Optics |
| 4 | Spacecraft Environment & Effects | 17 | Optoelectronics |
| 5 | Space System Control | 18 | Aerothermodynamics |
| 6 | RF Payload and Systems | 19 | Propulsion |
| 7 | Electromagnetic Technologies and Techniques | 20 | Structures & Pyrotechnics |
| 8 | System Design & Verification | 21 | Thermal |
| 9 | Mission Operations and Ground Data Systems | 22 | Environmental Control Life Support |
| 10 | Flight Dynamics and GNSS | 23 | EEE Components and Quality |
| 11 | Space Debris | 24 | Materials and Processes |
| 12 | Ground Station System & Networking | 25 | Quality, Dependability and Safety |
| 13 | Automation, Telepresence & Robotics |  | |

### Application of the Output/ Achievements

*Please tick off as appropriate:*

Possible use in programme:

………………………………………………………..

*Please indicate the service domain (see table) relevant to a possible application*

|  |  |  |
| --- | --- | --- |
|  | 1 | Earth Observation |
|  | 2 |  |
|  | 3 |  |
|  | 4 |  |
|  | 5 |  |
|  | 6 |  |
|  | 7 |  |
|  | 8 |  |
|  | 9 |  |

Actual use in programme:

………………………………………………………..

*Please describe the specific programme and application or mission for which the output of this Contract is or will be used.*

### 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.*

### Potential Non-Space Applications

………………………………………………………

*Describe any potential non-space applications or products that may benefit from the technology that has been developed. Emphasize potential markets and customers where known.*

………………………………………………………..

*Describe the principle features of technology that would be required in a technology demonstrator for any identified non-space application. Include an estimate of the resources in time and money that would be required.*

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[**OPTION 2** : Intellectual Property Rights generated under the Contract]

The Agency’s rights in the Intellectual Property Rights listed in the table below shall be in accordance with the General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, Rev. 2, the “GCC” - Part II provisions, as amended by the Contract [*insert Contract Number*].

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|  |  |
| --- | --- |
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| *[insert title of IPR # 1 and give a short description]* | Registered :  *[insert information on registration granted*] |
| In the process of being registered: *[insert information on registration process]* |
| Foreseen for registration:  *[indicate timeline]* |
| Not foreseen for registration:  *[indicate reason]* |
| *[insert title of IPR # 2 and give a short description]* | Registered :  *[insert information on registration granted*] |
| In the process of being registered: *[insert information on registration process]* |
| Foreseen for registration:  *[indicate timeline]* |
| Not foreseen for registration:  *[indicate reason]* |
| Should any Intellectual Property Rights be indicated as being foreseen for registration or in the process of registration, the Contractor undertakes to notify the Agency's Technical Officer when:   * registration of any such IPR(s) is rejected * registration of any such IPR(s) is obtained (the registration details to beprovided) | |
| **Intellectual Property Rights ("IPR") not suitable for registration (i.e. not being "Registered Intellectual Property Rights" as per definition in Annex IV of the "GCC")** |  |
| *[insert title of corresponding IPR]* | *[give a short description of such IPR]* |

|  |  |
| --- | --- |
| The above statements provided in the various sections of this Annex ”Layout for Contract Closure Documentation” for ESA Contract No. **4000xxxxxx/XX/XX/xx *[insert the corresponding contract number*]** have been made after due verifications.  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] | |