ANNEX 6

Innovative Commercial Sensors

Data Provision Agreement

Document Control Information

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Document history

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**Data Fee Agreement**

**[Project ACRONYM]**

**PREAMBLE**

This **Agreement** (“the Agreement”), is between the following Parties:

**on the one part,**

**Agenzia Spaziale Italiana (“ASI”)**, public entity, represented for the purposes of signing the Agreement by Prof. Teodoro Valente, President of ASI, as Participant of EU SST (Grant Agreement N° 2023-26EUSST GA), hereinafter referred as the **“Contractor”**. ASI acts on behalf of the EU SST Partnership.

and

**on the other part,**

**OFFICIAL NAME OF THE RECIPIENT OF EU SST FINANCIAL SUPPORT (Acronym)[Owner of the Sensor]**, [field for legal status] organised under the laws of [Country], established in [ADDRESS – STREET, POSTCODE, CITY, COUNTRY ], with VAT No [\_\_\_\_\_\_], PIC [\_\_\_\_\_\_], duly represented by [Legal Representative], [Legal Representative Position],

hereinafter referred to as the **“Subgrantee“.**

Hereinafter, all contracting parties of this Agreement jointly or individually, referred to as **"Parties”** or **“Party”**.

Have agreed to enter into a Data Provision Agreement relating to the Project entitled [Project NAME], hereinafter referred as the [Project ACRONYM] under the terms and conditions below.

**WHEREAS**

* On behalf of the EU SST Partnership, ASI has granted [Subgrantee, Owner of the Sensor] financial support under the EUSST2023-26 Project for the implementation of the project [Project ACRONYM].
* Thereto [Subgrantee, Owner of the Sensor] entered into Sub-Grant Agreement [Reference] with ASI on [Reference] ;
* [Project ACRONYM] aims [Objective Project, Commercial Sensor to develop/upgrade] ;
* According to Article 35 of the Sub-Grant Agreement [Reference], has committed to give access to the data produced by the new sensor or upgraded sensor to the Contractor at a preferential price or for free during a certain period.
* The Agreement aims at defining the conditions of the preferential fee for data to be provided by [Subgrantee, Owner of the Sensor] in the frame of futur Tenders for the procurement of commercial data issued the framework of the European Space Surveillance and Tracking program (EU SST).

## Article 1. Purpose

This Agreement sets out the rights and obligations applicable to the Subgrantee of a Innovative Commercial Sensor cascading grant, for a proposal in response to future Invitation to tender for commercial data procurement, within the framework of the European Space Surveillance and Tracking program (EU SST).

## Article 2. Definitions

For the purpose of this Agreement, the following definitions apply:

Agreement — This Agreement on Data Fee

Project — The project which is being funded in the context of the Financial Support for Third Parties Innovative Commercial Sensor cascading grant under the EUSST2023-26 Project.

Grant — The Sub-grant awarded.

Sub-grantees — The signatories of the Sub-Grant Agreement

Applicable EU, international and national law — Any legal acts or other (binding or non-binding) rules and guidance in the area concerned.

EU SST Partnership — Signatories of the EU SST Partnership Agreement ; Austrian Research Promotion Agency (FFG), Ministry of Transport of the Czech Republic (MDCR), Deutsches Zentrum für Luft- und Raumfahrt e.V. (DLR), Air Command Denmark (ACD), Centro para el Desarrollo Tecnológico y la Innovación (CDTI), Finnish Meteorological Institute (FMI), Centre National d’Etudes Spatiales (CNES), National Observatory of Athens (NOA), Agenzia Spaziale Italiana (ASI), Ministry of Education and Science of the Republic of Latvia (IZM), Ministry of Economic Affairs and Climate Policy (MEZK), Polish Space Agency (POLSA), Ministry of National Defense (GP SST), Agenţia Spaţială Română (ROSA) and Swedish National Space Agency (SNSA).

EU SST Representative — Any participant involved in the European Space Surveillance and Tracking (EU SST) program, such as national space agency from a member state involved, or Ministry of Defense, EUSPA, European Commission, or any other Party acting in the name of EU SST.

## Article 4. Validity

The terms of this agreement starts will take effect from the date on which the Agreement is signed by the Parties. The agreement will remain in effect until the earlier of the following dates :

* The Subgrantee is awarded with a contract in the frame of an invitation to tender for commercial data acquisition, issued either by ASI, CNES or any other EU SST participant or EU institution within the framework of European Space Surveillance and Tracking (EU SST); or
* The 1st of January 2027.

## Article 5. Preferential conditions

The Subgrantee consents to apply to a preferential price conditions for data sold to ASI or any EU SST representative in charge, in the frame of future Commercial Data Acquisition contracts within the framework of European Space Surveillance and Tracking (EU SST). Preferential price will consider the market price conditions at the time of the contract signature.

## Article 6. Implementation

### Future proposals

In his proposal(s) for future Commercial Data Acquisition Invitations to Tender, issued by ASI or any EU SST representative within the framework of EU SST, the Subgrantee will:

* mention to have received Financial Support under the EUSST2023-26 Project,
* apply the preferential conditions under article 5 on the nominal price (also indicated in his proposal).

For the evaluation of the bid, the nominal price will be held against the price criteria in the selection process.

### Award of contract

In case the Subgrantee is awarded with the Data Acquisition contract, his obligations under this Agreement end, in accordance with Article 4.

### No award of contract

In case the Subgrantee is not awarded with the Data Acquisition contract, his obligations under this Agreement remains in effect, until:

* he wins such contract; or
* 1st of January 2027.

## Article 7. Confidentiality

The parties must keep confidential the conditions of this Agreement for at least until 5 years after the its termination. If the Subgrantee requests, ASI may agree to keep such information confidential for a longer period.

ASI may disclose the conditions of this Agreement to the persons in charge of the tender evaluation of the future Tender(s) for Commercial Data Procurement or other participants involved in EU SST only if they:

1. need to know it in order to implement the Agreement, and
2. are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

1. the Subgrantee agrees to release the other party
2. the information becomes publicly available, without breaching any confidentiality obligation
3. the disclosure of the sensitive information is required by EU, international or national law.

## Article 8. Transfer

The Subgrantee acknowledges and consents to notify ASI, 60 days prior to the effective cession or merge,

* in case of cession or merge, partially or completely, of the company owning the sensor(s) or the solution(s) co-funded by the Financial Support under the EUSST2023-26 Project,
* in case of cession of the sensor(s) co-funded by the Financial Support under the EUSST2023-26 Project.
* In the event of a merger or takeover by a third party of the company receiving the grant, the Subgrantee undertakes to ensure that the commitments of the present contract are taken over by the new owner of the company or the sensors.

## Article 9. Termination

This agreement may be terminated at any time by joint agreement of the Parties.

## Article 10. Entry into force

The Agreement will enter into force on the day of signature by the Contractor or the Subgrantee, depending on which is later.

SIGNATURES

For coordinator [Name] For Subgrantee [Name]

[function/forename/surname] [forename/surname]

[electronic signature] [electronic signature]

Done in [English] Done in [English]

on [electronic time stamp] on [electronic time stamp]