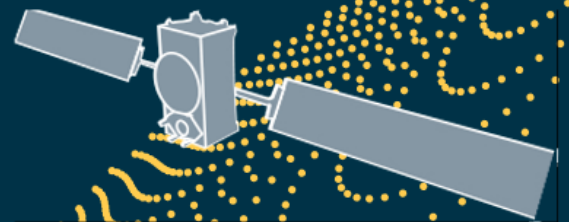


Africa–EU Space Partnership Programme

Africa Business Innovation
Lab (ABIL)

ABIL EXPLORE Contract

The Africa Business Innovation Lab (ABIL) is an initiative under the Africa–EU Space Partnership Programme (AESPP) funded by the European Union (represented by European Commission's DG-INTPA) within the Global Gateway initiative and delegated to European Space Agency (ESA) for the implementation in close collaboration with the Kenya Space Agency (KSA).



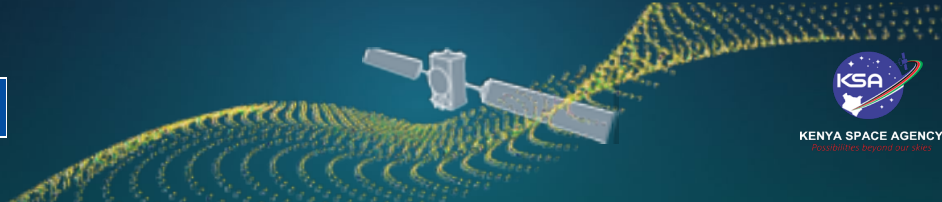
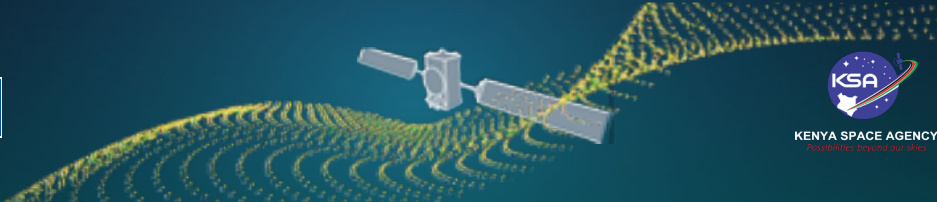


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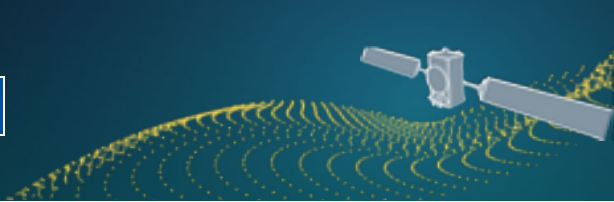


[INSTRUCTIONS FOR THE SELECTED COMPANY]

Please, follow the instructions below:

- Save your own version of this template, providing it with a unique file name in the form of “ABIL-EXPLORE-Contract-[COMPANY]-v[x.xx]-[YYYY-MM-DD]”.
- Please adhere to good version management practice. Always update the version/date within the document (in the cover letter and at the footer) and ensure it is consistent with the file name. Regarding the version numbering, you should aim at v1.00 being the version to submit to ABIL.
- Explanations on what is expected to come into sections are given between brackets “[” and “]”. Remove or replace the explanations (including the brackets) in the text and the footer of the document before saving and submitting the final version of the document.

BEFORE THE CONTRACT SUBMISSION/SIGNATURE,
DELETE THIS PAGE AND UPDATE THE TABLE OF CONTENTS]



DRAFT ABIL EXPLORE CONTRACT

[Project acronym – project name]

Between:

STAM s.r.l.

whose Registered Office is at:

Piazza della Vittoria 14 int. 25 – 16121 Genova

acting at request of the European Space Agency as Manager of AFRICA BUSINESS INNOVATION LAB (hereinafter called the “**Manager of ABIL**”),

located at: [...]

represented by [Full name of representative], [Position of representative in STAM]

of the one part,

and:

[Full legal name of the Contractor]

(hereinafter called the “**Contractor**”),

fully registered on ESA-STAR with SME status validated and having ESA Entity Code n. [insert ESA Entity Code]

a [company / public university / private university / research institute / other legal entity]

duly [incorporated / established / registered / accredited] under the laws of Kenya,

having its [registered office / principal office / headquarters] at:

[full address]

with

[Certificate of Incorporation Number / Company Registration Number issued by the Business Registration Service (BRS) / Charter or Letter of Interim Authority details / Certificate of Registration details]: [insert details], and KRA PIN [insert KRA PIN] [with VAT obligation, if applicable],

represented by [Full name of representative], [Position of representative in the startup]

of the other part,

(together, hereinafter referred to as the “Parties” or individually as a “Party”)



Commencement Date of the Incubation: [DD/MM/YYYY]

Planned Incubation End Date: [DD/MM/YYYY]

the following has been agreed:

DEFINITIONS

For the purpose of this Contract the following words shall have the meanings assigned to them:

“Activity”	All the activities that the Contractor will undertake under this Contract in relation to its participation in the ABIL EXPLORE Initiative, including the preparation of the Mid Term Report, Final Report, and all other obligations and deliverables to be provided by the Contractor as provided for in this Contract.
“Contractor for the ABIL EXPLORE (referred to as “Contractor”)	The entity that benefits from the ABIL EXPLORE funding Initiative, paid by the Manager of ABIL under this Contract
“CCN”	A contract change notice
“Change Review Board”	A board consisting of a contractual and a technical representative of each Party established to discuss and agree upon the approval or rejection of a change proposal, and a final CCN
“Commencement Date”	The date that this Contract shall come into force, as set out in Article 4.
“Confidential Information”	See definition in Article 9.2.
“Contract”	An agreement between the Manager of ABIL and the Contractor regulating the Activity
“Contract End Date”	Mean the date that this Contract shall come to an end, as set out in Article 4
“Contract Term”	The period between the Commencement Date and the Contract End Date
“Cost Report”	A report detailing all costs incurred in relation to the Activity, to be submitted by the Contractor to the Manager of ABIL
“Deliverables”	See definition in Article 2
“Disclosing Party”	The Party disclosing Confidential Information
“Final Report”	The complete statement of the work undertaken by the Contractor during the Contract Term, as further defined Article 2.1.2
“Force Majeure”	An event which is, unforeseeable, unavoidable and external at the time of Contract signature, occurs beyond the control of the affected Party and renders the performance of the Contract impossible for the affected Party, including but not limited to: Acts of God, Governmental Administrative Acts or omissions,

	consequences of natural disasters, epidemics, war hostilities, terrorist attacks
“Intellectual Property Rights” (“IPR”)	All rights in copyright, patents, know-how, Confidential Information, database rights, rights in trade-marks and designs (whether registered or not), applications for the registration of any of the foregoing and the right to apply for the registration, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world
“Manager of ABIL”	The legal entity that has a contract with the European Space Agency to manage the Africa Business Innovation Lab (ABIL) and as part of its tasks implements and manages ABIL EXPLORE initiative
“ABIL Partner(s)”	An entity(ies) that is working together with the ABIL Manager to support the activities of ABIL EXPLORE
“Mid Term”	The midpoint date between the Commencement Date and the Contract End Date
“Mid Term Report”	See definition in Article 2.1.1
Overall ABIL Contract	Contract n. 4000151870/26/I-KE between the Prime contractor STAM and ESA and including the subcontractors Planetek Italy (Italy), Corallia (Greece), Adanian Labs (Kenya) and LocatelT (Kenya) as part of the ABIL.
“Receiving Party”	The Party receiving Confidential Information
“Third Party”	Any person or entity other than the Agency and the Parties to this Contract or their personnel
“Third Party Services”	See definition in Article 3
“European Space Agency (ESA)”	An intergovernmental organisation established to provide for and promote, for exclusively peaceful purposes, cooperation among European states in space research and technology and their space applications. As of March 2026, it is constituted of 23 Member States
“Kenya Space (KSA)”	Is a national governmental body established to promote, coordinate, and regulate space-related activities in Kenya, and to enhance the utilization of space science and technology for peaceful and socioeconomic development. As of March 2026, it operates as a state corporation under the Ministry of Defence, mandated to coordinate all civil and military space-related activities within the country

ARTICLE 1 - SUBJECT OF THE CONTRACT, APPLICABLE DOCUMENTS

1.1 Subject of the Contract

The Contractor undertakes to perform the Activity “[TITLE]” during the Contract Term.

1.2 Eligibility

The Contractor is a legal entity with legal personality¹, duly established, incorporated, registered, accredited or otherwise legally recognised under the laws of Kenya.

The Contractor may be, as applicable:

- a) a start-up or small or medium-sized enterprise duly incorporated or registered in Kenya;
- b) a public or private university duly established, chartered, accredited or authorised to operate in Kenya;
- c) a research institute, research centre or research organisation duly established, registered or accredited under the laws of Kenya;

The Contractor’s product, service, research activity or project under this Contract is Earth Observation based or Earth Observation focused.

The Contractor does not conduct business, institutional, research or project activities promoting, supporting or being directly related to the production, trade or exploitation of alcohol, illegal drugs, tobacco, pornography or gambling.

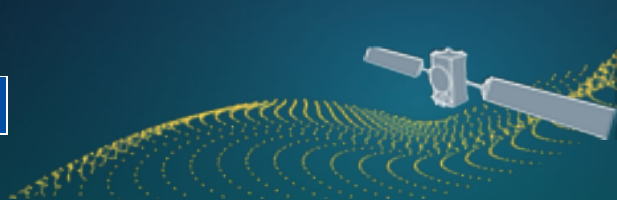
The Contractor’s business, institutional, research or project activities shall also refrain from promoting or supporting topics or activities related to war, religious proselytism, political campaigning, intolerance, hate speech, discrimination, violence or obscenity.

Neither the Contractor nor the Incentive Funding shall be used for military activities. This means that the Contractor’s application, product, service, research activity or project shall be exclusively for peaceful activities and shall not include any military activities at the time of signature of this Contract or during the incubation in ABIL.

The Contractor states that all key personnel involved in the implementation of this Contract have, and shall maintain for the entire duration of the Contract, the legal right to work in Kenya and all relevant work permits, immigration clearances, research permits, professional authorisations or equivalent approvals required for the performance of the activities under this Contract, where applicable.

The Contractor shall promptly inform the Incubator of any change affecting its legal status, registration, accreditation, authorisation to operate, tax status, bank account, authorisation of signatory or ability to comply with the eligibility and compliance requirements set out in this Contract.

¹ Note that the contract can only be signed with a legal entity *with* legal personality.



Funds or economic resources provided under this activity shall not be made available, directly or indirectly, to or for the benefit of any Restricted Person in accordance with the EU Restrictive Measures². By signing this Contract the Incubatee confirms that does not fall under the scope of EU Restrictive Measures and thus is not a Restricted Person; Should the Incubatee fall under the scope of EU Restrictive Measures this shall bring to the termination with fault of the contractor (see also clause 15.1).

1.2 Applicable documents

The Activity shall be performed in accordance with the following applicable documents listed hereunder in order of precedence, in case of conflict:

- a) The present ABIL EXPLORE Contract;
- b) The Standard Requirements for Management, Reporting, Meetings and Deliverables attached as Appendix 1 hereto;
- c) The Minutes of the Contract meeting held on [DD/MM/YYYY], not attached hereto but known to both parties;
- d) The Contractor Proposal dated [DD/MM/YYYY], version [x.yz] not attached hereto but known to both Parties.

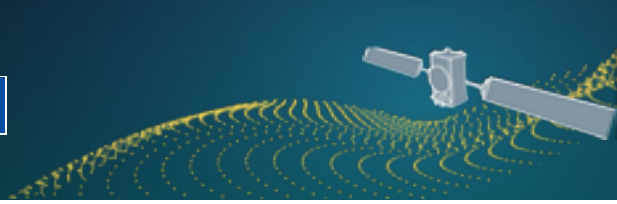
The latest version of the Mid-Term Report and Final Report templates will be made available to the Contractor by the Manager of ABIL. The Parties agree that any change regarding these templates will not require a Contract Change Notice.

Furthermore, the following documents are enclosed with this Contract or shall be provided by the Contractor upon signature of the Contract, as applicable depending on the legal nature of the Contractor:

For Contractors that are companies, SMEs or start-ups:

- Certificate of Incorporation or Company Registration Certificate issued by the Business Registration Service (BRS), certified where applicable;
- CR12 Certificate/Form or equivalent official company search document, certified where applicable;
- KRA PIN Certificate;
- evidence of VAT obligation, where applicable;
- Letter of Proof of Company Bank Account;
- Audited Financial Reports for the previous last two financial years, only if the company has been existing for more than twenty-four months and such reports are available under applicable law.

² Restricted Person means any entity, individual or group of individuals designated by the EU as subject to the EU Restrictive Measures in the lists provided at the EU Sanctions Map at www.sanctionsmap.eu, which is an IT tool for identifying restrictive measures regimes. Note that the EU Official Journal is the official source of EU law and, in case of conflict, its content prevails over that of the EU Sanctions Map.



For Contractors that are universities:

- Charter, Letter of Interim Authority, accreditation evidence or equivalent legal instrument confirming the university's establishment, accreditation or authorisation to operate in Kenya, certified where applicable;
- KRA PIN Certificate, where applicable;
- evidence of VAT obligation, where applicable;
- evidence that the signatory is duly authorised to represent and bind the university for the purposes of this Contract;
- Letter of Proof of Institutional Bank Account;
- latest audited financial statements, annual report or equivalent financial accountability document, where applicable and available under the university's institutional rules.

For Contractors that are research institutes, research centres or research organisations with separate legal personality:

- Certificate of Registration, accreditation evidence, Gazette notice or equivalent legal instrument confirming the establishment, registration or accreditation of the institution under the laws of Kenya, certified where applicable;
- KRA PIN Certificate, where applicable;
- evidence of VAT obligation, where applicable;
- evidence that the signatory is duly authorised to represent and bind the institution for the purposes of this Contract;
- Letter of Proof of Institutional Bank Account;
- latest audited financial statements, annual report or equivalent financial accountability document, where applicable and available under the institution's rules.

ARTICLE 2 – ACTIVITY OF THE CONTRACTOR; DELIVERABLES

The Contractor undertakes to deliver the items mentioned below (the “Deliverables”) to the Manager of ABIL, as part of the Activity in accordance with the following provisions:

2.1 Documentation

The Contractor shall deliver as part of the Activity the documents specified in this section in electronic searchable, indexed and not encrypted PDF and original (WORD) format.

2.1.1 Mid Term Report

At least two (2) weeks in advance of the Mid Term Review meeting, the Contractor shall deliver the “Mid Term Report”.

The key content of the Mid Term Report shall be presented by the Contractor to the ABIL Manager at the Mid Term Review.

The final version of the Mid Term Report shall be issued not later than two (2) weeks after the Manager of ABIL approval of the draft version.

2.1.2 Final Report

At least two (2) weeks in advance of the Final Review meeting, the Contractor shall deliver the “Final Report”.

The key content of the Final Report shall be presented by the Contractor to the Manager of ABIL at the Final Review.

The final version of the Final Report shall be issued not later than two (2) weeks after the Manager of ABIL approval of the draft version.

2.1.3 Proof of Achievement Slide Deck

At least two (2) weeks in advance of the Final Review meeting, the Contractor shall deliver the “Proof of Achievement Slide Deck”.

The final version of the Proof of Achievement Slide Deck shall be issued not later than two (2) weeks after the Manager of ABIL approval of the draft version.

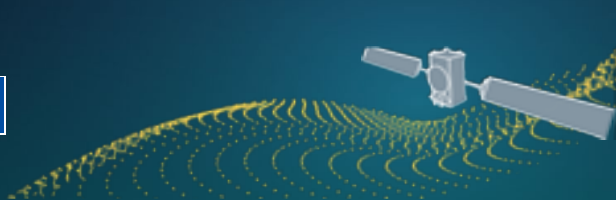
2.2 Other Deliverables

The Contractor shall deliver a proof of the hardware or software developed for the product or service to the Manager of ABIL.

The Manager of ABIL may then deliver to or share this with the Agency.

Software use rights to the developed software applications by the Contractor are granted free of charge to KSA for a period of at least two years following the end of this Contract.

The Manager of ABIL and the Agency will use these deliverables for communication, dissemination and publicity purposes, and for verifying correct use of the ABIL EXPLORE funding.



ARTICLE 3 - SERVICES TO BE PROVIDED BY THIRD PARTIES

The Contractor shall notify the Manager of ABIL when entering into agreements with Third Parties to obtain specific advice/product relevant to the Activity (“Third Party Services”). The Manager of ABIL shall bear no responsibility for such advice or product.

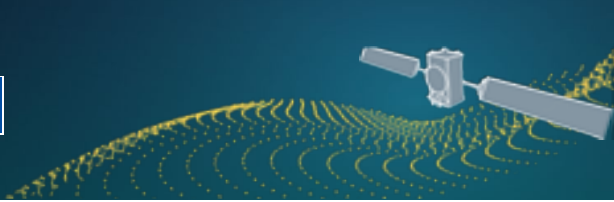
For the purposes of this Article, it is hereby understood that the ABIL EXPLORE Funding shall be spent in Kenya unless the contractor requires a technology, data, infrastructure or specialist service provider from another country. In any case, as a general rule, at least 50% of the overall value of this contract should be spent in Kenya and any external expenditure should be incurred in Africa. Where this is not possible, the budget spent outside Africa is subject to justification, procurement rules and prior approval by ABIL, ESA and KSA.

Therefore, the Contractor shall inform the Manager of ABIL about ABIL EXPLORE Funding expenditures outside of Kenya and/or Africa. Any expenditure exceeding allowed percentage shall be submitted for the Manager of ABIL approval and accompanied with strong justification.



ARTICLE 4 - CONTRACT TERM

This Contract shall enter into force upon signature by the legal representatives of both Parties (“Commencement Date”) and shall continue in force until the Contract End Date, unless it is cancelled or otherwise terminated in accordance with Article 14. The Contract Term is expected to be nine (9) months. In no case shall the Contract Term exceed the duration of eleven (11) months without prior approval from ABIL, ESA and KSA.



ARTICLE 5 – FINANCIAL CONTRIBUTION AND PAYMENT

5.1. Financial Contribution

- 5.1.1 The total financial contribution under the ABIL EXPLORE Kenya to the Activity amounts to:
[...] EUR ([...] EURO) to carry out research and accelerate the definition of a minimal viable product/service to validate critical functions and value proposition, as well as the refinement of an applicable business case.
- 5.1.2 For the purposes of this Contract the above mentioned total financial contribution is stated to be a ceiling price which shall not be exceeded and for which the Contractor shall perform the Activity in full.
- The Contractor undertakes to permit the Manager of ABIL and the Agency to perform cost control operations, at any time during the execution of the Contract, in order to ascertain whether the co-funding element is in place.
- 5.1.3 The above amount does not include any taxes and duties.

5.2 Payment Terms

- (a) Payments shall be made within thirty (30) calendar days of receipt by the Manager of ABIL of the documents listed and fulfilment of the requirements as specified in the Payment Plan in Article 6.3 below.
- (b) Progress payments shall not be considered as final payments. Progress payments will be deducted from the total price under this Contract.
- (c) The Contractor shall use the ABIL EXPLORE funding only for the purposes specified in this Contract, unless a deviation has been specifically and formally agreed with the Manager of ABIL. In the event of any violation of this provision the Manager of ABIL reserves the right to require the return of the progress payments without prejudice to its rights under Article 14.

5.3 Categories of Payments

5.3.1 Progress Payment

The Manager of ABIL shall authorise progress payment in connection with this Contract and the Activity undertaken by the Contractor. The Contractor shall provide the Manager of ABIL with the supporting documentation that will justify the actual achievement of the milestone as defined in the Payment Plan specified in Article 5.4 below.

5.3.2 Final Settlement

- (a) The Contractor is allowed to claim the Final Settlement after fulfilment of all its obligations due under this Contract.
- (b) The Final Settlement to the Contractor is due upon confirmation by the Manager of ABIL of the satisfactory completion of the Activity and acceptance by the Manager of ABIL of all related deliverables due under the Contract.

5.4 Payment Plan

The Manager of ABIL shall make the following payments to the Contractor:

MILESTONE DESCRIPTION	SCHEDULE DATES	AMOUNT IN EURO	%
PROGRESS I: Upon successful 1st Progress Meeting (Kick-Off Meeting), submission of all applicable deliverables, and Contractor registration in relevant ESA systems.			30%
PROGRESS II: Upon successful Mid-Term Review and acceptance by the Manager of ABIL of all applicable deliverables.			40%
FINAL: Upon successful Final Review, acceptance by the Manager of ABIL of all deliverables due under the Contract and fulfilment of all contractual obligations by the Contractor under the Contract.			30%
TOTAL			100%

5.5 Payment implementation conditions

5.5.1 Payments shall be made by the Manager of ABIL in EURO to the account specified by the Contractor. Such information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code). Payments shall be considered as effected by the Manager of ABIL on time if the Manager of ABIL orders of payment reach its bank within the payment period stipulated in Article 5.3.2 c) above.

5.5.2 Any special charges related to the execution of payments will be borne by the Contractor.



ARTICLE 6 - PARTIES REPRESENTATIVES AND COMMUNICATIONS

- 6.1 All correspondence affecting the terms and conditions of this Contract and concerning its execution shall be made in writing. All communications or correspondence between the Parties shall be in English.
- 6.2 All correspondence for either Party shall be sent to both representatives of each Party stated in Articles 6.3 and 6.4, i.e. depending on the subject, addressed to one representative of the Party with a copy to the other.
- 6.3 For the purpose of this Contract the representatives of the Manager of ABIL are:

(a) For technical matters:

Mr/Ms

Tel.:

Email:

(b) For contractual and administrative matters:

Mr/Ms

Tel.:

Email:

All correspondence for the Manager of ABIL shall be addressed to:

ABIL Office

At:

.....

- 6.4 For the purpose of this Contract the Contractor's representatives are:

(a) For technical matters:

Mr/Ms

Tel.:

Email:

(b) For contractual and administrative matters:



Mr/Ms

Tel.:

Email:

All correspondence for the Contractor shall be addressed to:

.....

.....

.....

ARTICLE 7 - PUBLICITY AND VISUAL IDENTITY OF CONTRACTORS

7.1 Publicity

The Contractor shall take all appropriate measures to publicise the fact that the project has received funding from the EU. Such measures shall be carried out in accordance with the guidelines provided at https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions_en , or with specific guidelines provided by the Manager of ABIL. A communication package to be used shall be agreed between the Manager of ABIL and the Contractor in line with the EU and ESA recommendations.

The ESA logo can be downloaded from the following link³:

<https://brand.esa.int/assets/logo/>

Any other use of the ESA logo requires the prior approval of the Communication Department of ESA with the Manager of ABIL acting as intermediate.

If equipment, vehicles or major supplies are purchased under this Contract, the Contractor shall display appropriate acknowledgement on such vehicles, equipment or major supplies, including the display of the EU emblem (twelve yellow stars on a blue background). On a case-by-case basis, ESA may propose appropriate alternative arrangements.

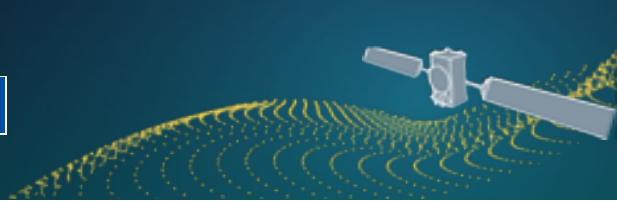
The acknowledgement and the EU emblem shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the project as an activity of ESA, nor the ownership of the equipment, vehicles or major supplies by ESA.

- 7.1.1 The Contractor shall not produce or disseminate any form of communication material, press releases or other publicity documents, including the advertising and news bulletins, which are intended by the Contractor for the press, internet / web-sites or television, which refer to ESA, the ABIL, KSA, or any aspect of the ABIL activities, or permit any Third Party to do so, without the prior written consent of the Manager of ABIL.
- 7.1.2 The Manager of ABIL shall not produce or disseminate any form of communication material, press releases or other publicity documents which are intended by the ABIL for the press, internet / websites or television, which refer to the Contractor or any aspect of the Contractor's activities, or permit any Third Party to do so, without the prior written consent of the Contractor's representative for contractual matters or its duly authorised representative.

7.2 Visual Identity of the Contractor

- 7.2.1 The Contractor shall place the logos indicated in clause 7.1 in line with the communication package agreed with the Manager of ABIL and the following text line, in full and without amendment (hereinafter referred to as the "**Text Line**"), on its promotional materials and publicity documents, including exhibition and conference materials and its internet site. The

³ URL at the date of signature of the Contract. This URL may change during contract life-time without any notice to the Contractor by the Agency.



logo shall be linked to [indicate the website of the ABIL and it shall be clearly stated that the company is supported by the ABIL EXPLORE funded by the European Union.

“[Project Name] executed by [Contractor Name] has been supported by the EXPLORE ABIL. The Africa Business Innovation Lab (ABIL) is an initiative under the Africa–EU Space Partnership Programme (AESPP) funded by the European Union (represented by European Commission’s DG-INTPA) within the Global Gateway initiative and delegated to European Space Agency (ESA) for the implementation in close collaboration with the Kenya Space Agency (KSA)” is referred to as the Text Line to be used in connection with the ABIL logo and the EU Emblem as well as the emblem of the Global Gateway initiative.

Use of the logos and Text Line by the Contractor shall be subject to the following conditions:

- (a) the Contractor shall submit to the Manager of ABIL for prior written approval all promotional materials and publicity documents, on which the Text Line is to appear or is intended to be used, which approval may be withheld or withdrawn from any material or documents at any time at the discretion of the Manager of ABIL.
- (b) the prior approval of the Manager of ABIL for the use of the logos and/or Text Line shall not constitute an endorsement or approval of the Contractor’s Activity, products or services, or of their quality, technology or suitability for a particular use, neither shall it constitute verification by the Manager of ABIL of the compatibility of materials produced by the Contractor with applicable law and regulations; the Contractor shall refrain from using any statements which could suggest otherwise;
- (c) any use of the logos and/or Text Line on substantially amended or revised promotional material and publicity documents shall be subject to the same approval process as the original material and documents;
- (d) the Text Line may be translated into a different language other than English, subject to the approval of the Manager of ABIL;
- (e) no use of the logos nor the Text Line shall be made in connection with material, products or documents that:
 - a. constitute an infringement of law and/or legal provisions;
 - b. undermine the reputation and dignity of ESA, KSA, the EU or the ABIL and its partners; and
 - c. promote or are related to alcohol, tobacco, religion, political affairs, intolerance, violence, firearms, pornography, obscenity, gambling, and narcotic drugs.

7.2.2 The Contractor shall keep appropriate records of the extent of its use of the ABIL logo and Text Line, stating in particular the nature and time of use of the logos and Text Line on its material, products and documentation. The Contractor shall provide the Manager of ABIL with information and documents to evidence such use.

7.2.3 The use by the Contractor of the logos and Text Line may continue beyond the successful closure of the contract subject to the Contractor reporting its usage on a yearly basis to the



Manager of ABIL. The Manager of ABIL and the Agency may withdraw the right to use the text line at any time for any reason.

- 7.2.4 Unless otherwise stated in this Article, the Contractor shall not use the official emblem of ESA, the ABIL logo, the Manager of ABIL, or any other logo or trademark which may be owned or used by the Agency or the Manager of ABIL for any purpose whatsoever.

ARTICLE 8– GENERAL CONDITIONS OF EXECUTION

The Contactor shall, in accordance with the Agency's Policy on the Prevention, Detection and Investigation of Fraud, to the extent allowed by applicable national law, cooperate with the Agency's investigation team in any investigation of fraud initiated by the Agency and inform its personnel of their obligation to cooperate accordingly.

The Agency's Policy on the Prevention, Detection and Investigation of Fraud is available at: <https://esastar-publication.sso.esa.int/supportingDocumentation>

The Contractor shall accept checks and audits made by the EU and competent bodies of the EU, and agrees to the following. The European Commission (the Commission), the European Anti-Fraud Office (OLAF) and the Court of Auditors (ECA) may at any time during the implementation of the Contract and up to five (5) years after the payment of the balance carry out checks and audits on the implementation of the Contract regarding its effectiveness, efficiency, and economy, including its technical and financial management, as well as the reliability of the reporting, the safeguarding of information, the prevention, detection and correction of fraud and irregularities, and the legality and regularity of the underlying transactions. The Commission, OLAF and ECA shall therefore be entitled to perform audits, including document audits, desk reviews and on-the-spot audits, of the Contractor. The Contractor undertakes to provide, on request, any documentation which the Agency requires in order to justify its costs to the European Union under the EU DG INTPA-ESA Contribution Agreement, and to assist the Agency in relation to any financial audit which the EU carries out in relation to the Contract. The Contractor shall keep all original documents, especially accounting and tax records stored on an appropriate medium, including digitalized originals, when they are authorized by the applicable rules and under the conditions laid down therein, during the Contract execution and for a period of five (5) years after the final payment of the Contract. This shall include all supporting accounting documents as well as any other document related to the financing of the project. This period set out in the above paragraph shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the Contract. In such cases, the Contractor and its subcontractors shall keep the documents until such audits, appeals litigation or pursuit of claims are closed. Contractor shall provide any information relevant for the purpose of the audit, including information in electronic format requested by the European Commission and/or by any person authorised by the Commission and/or by auditors. During an on-the-spot visit, the Contractor shall grant European Commission staff members and/or European Commission authorised persons and/or by auditors access to its sites and premises and to all the necessary information under the Contractor responsibility according to this Contract, including information in electronic format. The Contractor undertake to take every appropriate measure to facilitate their work. The Contractor undertake to grant the possibility to the European Commission staff and/or to the European Commission authorised persons and/or auditors to interview the Contractor's and its subcontractor's staff. Access by the European Commission authorised staffs and/or European Commission authorized persons, and/or auditors shall be granted on conditions of strict confidentiality with regards to the Contractor or any third party, without prejudice to public law obligations to which they are subject. The Contractor shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form (i.e electronic format, whenever possible). Information provided shall be accurate, precise and complete. Documents must be accessible and filed in a manner permitting easy inspections, that the Contractor is bound to inform the European Commission and the auditors (via ESA) of the exact location at which they are kept. On the basis of the audit findings, the European Commission and the auditors (via ESA) may take the measures which it considers necessary, including



financial corrections and recovery of all or part of the payments made under the Contract and in accordance with the procedure set out below. European Public Prosecutor's Office (EPPO) may carry out investigations on the recipients of Union funds in accordance with Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office.

ARTICLE 9 - CONFIDENTIALITY

- 9.1 Each Party shall observe complete discretion with regard to all matters related to the activities of the other Party and each Party shall ensure compliance by its employees and agents with the obligations of confidence set out in this Article and assumed by that Party in relation to the other Party.
- 9.2 Neither Party shall disclose any documentation, information or materials obtained from the other Party, whether marked (by way of example as, “confidential” or “proprietary information”) or unmarked (“Confidential Information”), to any Third Party whatsoever without the prior written consent of the other Party in which case the other Party may require the recipient to sign a non-disclosure agreement. For the purposes of the present Article, documentation shall include any final documentation deliverable under this Contract.
- 9.3 Each Party may disclose Confidential Information on a strictly “need to know” basis to:
 - its employees;
 - its professional agents;
 - Manager of ABIL Partnersas long as they have signed an engagement of confidentiality.
- 9.4 The Contractor agrees that the ESA and KSA may use, copy or disseminate general information related to the Contractor’s company (e.g. name, address, etc.) and its Activity for the ESA and KSA Own Requirements, unless such information is marked as “Proprietary Information”, in which case the provisions under Article 9.2 shall apply,
- 9.5 On the Contract End Date, or upon the earlier termination of this Contract in accordance with Article 14, the Receiving Party shall promptly return to the Disclosing Party or otherwise certify the destruction of all Proprietary Information, with exception of the Deliverables provided by the Contractor to the Manager of ABIL.
- 9.6 The obligations in this Article shall not apply to Proprietary Information:
 - which is in the public domain at the time of disclosure or becomes part of the public domain after disclosure otherwise than through a breach of this Contract;
 - for which the Receiving Party can provide documentary evidence that it was in its lawful possession prior to disclosure to it by the Disclosing Party or which is lawfully and *in bona fide* obtained thereafter by the Receiving Party from a Third Party who, to the knowledge or reasonable belief of the Receiving Party, did not receive the Proprietary Information directly or indirectly from the Disclosing Party when under a duty of confidentiality;
 - which, at the time of circulation is already known by the Receiving Party (as evidenced in writing) and is not hindered by any obligation not to circulate; or
 - which is required to be circulated by governmental or judicial order or applicable law.
- 9.7 The contents of this Contract are Proprietary Information.
- 9.8 The obligations set out in this Article shall survive the termination or expiry of this Contract.

ARTICLE 10 – INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership of Intellectual Property Rights

The Contractor shall own all Intellectual Property Rights arising out of the Activity performed under this Contract as may be granted by law, as far as no infringement of Third Party rights occurs.

10.2 Use of Intellectual Property Rights by the Agency

10.2.1 Software use rights to the developed software applications by the Contractor are granted to KSA for a period of at least two years following the end of this Contract.

10.2.2 The ESA and KSA has the right to use non-Proprietary Information included in the deliverables under the Contract, for communication, dissemination, and publicity purposes, on a royalty-free, non-exclusive and irrevocable licence under the following conditions:

- the use is strictly for the ESA and KSA Own Requirements, in particular making the Contractor's deliverables containing the non-Proprietary Intellectual Property Rights available to employees and/or contractors working at the Agency, copying or reproducing them in whole or in part, in unlimited numbers,
- for public dissemination, in particular, publication as hard copies and in electronic or digital format, publication on the internet including social networks, public display or presentation, communicating through press information services, or inclusion in widely accessible databases.

To this extent, the Contractor, as part of the Final Data Package, shall provide an executive summary (3 pages maximum) not including Proprietary information, summarising the outcomes of the project,

10.2.3 The ESA and KSA has the right to sub-license to Third Parties its access and use rights to the Contractor's non-Proprietary Intellectual Property Rights developed under the Contract as set out in Article 10.2.1 only for the information, communication and publicity activity of the Agency, if needed.

10.2.4 The Contractor must ensure that it complies with its obligations under this Contract, in particular by obtaining the necessary licences and authorisations from Third Party(ies) rights, if results of the Activity are subject to any Third Party(ies) rights.

10.2.5 When transferring any Intellectual Property Rights, of which the Contractor retains the ownership in accordance with Article 10.1, to an assignee, the Contractor shall ensure that the ESA and KSA rights, as set out in Article 10.2 of this Contract, are reassigned to the new assignee.



ARTICLE 11 – LIABILITY

11.1 Limitations of Liability

11.1.1 Neither Party can exclude its liability to the other Party for:

- (a) death or personal injury caused by negligence or careless conduct by a Party or those of its employees or agents;
- (b) fraud, including fraudulent misrepresentations; and
- (c) liability as provided for under Articles 9 and 10 of this Contract.

11.1.2 Subject to Article 11.1.1, the liability of the Parties under or in connection with this Contract, whether arising from negligence, breach of the Contract or any other obligation or duty, shall in no case exceed an amount equal to the Contract price, per event or series of connected events.

11.2 Infringements of the Law

11.2.1 The Manager of ABIL or ESA and KSA shall not be responsible if the Contractor infringes any existing and/or future national, communal, or provincial laws or decrees, rules or regulations in force in Kenya or in any other Country whatsoever.

11.2.2 The Contractor shall indemnify the Manager of ABIL from and against all claims, proceedings, damages, costs and expenses arising out of any infringement of the Contractor's obligations under this Contract.

11.3 Infringement of the Rights of the Manager of ABIL's Partners

11.3.1 The Contractor shall indemnify the Partners of Manager of ABIL from and against all claims, proceedings, damages, costs and expenses arising from the infringement of Intellectual Property Rights of Third Parties with respect to the Activity performed under this Contract - excluding any infringement resulting from the use of documents, patterns, drawings or goods supplied by the Partners of Manager of ABIL through the Manager of ABIL which may be made, or brought against the Partners of Manager of ABIL, or to which the Partners of Manager of ABIL may be put by reason of such infringement or alleged infringement.

11.3.2 The Manager of ABIL shall notify the Contractor immediately of any written claim or notice of infringement of Third Party(ies)'s rights that it receives concerning this Contract.

11.3.3 The Contractor shall immediately take all necessary steps within its competence to prevent or end a dispute and shall assist the Partners of Manager of ABIL to defend any such dispute, or make settlement in respect of any claim or notice of infringement or suit for infringement.

11.3.4 The Parties shall notify each other of any known Intellectual Property Rights connected with the use of documents, patterns, drawings and goods supplied by one Party to the other or connected with the execution of the specifications laid down by the other Party.

11.4 Compensation for Damage Caused to Goods and Property

Claims shall be settled as follows:

11.4.1 Claims for Direct Damages



- (a) The Contractor shall indemnify the Manager of ABIL against, and shall be personally responsible for, direct damage to property and equipment to the extent that such damage is caused by the negligence of the Contractor and its employees or agents;
- (b) The Manager of ABIL shall indemnify the Contractor against, and shall be personally responsible for, direct damage to the Contractor's property and equipment to the extent that such damage is caused by the negligence of the Manager of ABIL or their employees (staff) or agents.

11.4.2 Claims for Indirect or Consequential Damages

- (a) The Parties shall in no circumstances be liable for indirect or consequential damages such as loss of use, loss of business, loss of data, loss of rights, loss of services, loss of goodwill, Third Party claims to the extent that they represent the indirect loss of a Third Party, loss of revenues or anticipated savings, or for any indirect financial loss or indirect economic loss or for any indirect or consequential loss or damage whatsoever suffered by the other Party;
- (b) The Parties shall in no circumstances be liable for loss of profit, whether direct or indirect of the other Party.

11.5 Damages to Third Parties caused by the Contractor

The Manager of ABIL shall not be liable for any damage caused by the Contractor and/or its employees or agents to a Third Party during the performance of the Activity under this Contract.

11.6 Delay in Delivery due to Force Majeure

In the event of an alleged delay in delivery due to Force Majeure, the Contractor shall report to the Manager of ABIL the Force Majeure event and its immediate consequences within one (1) week after its occurrence. The Contractor shall bear the burden of proof for the existence, duration, and consequences of Force Majeure, such proof to be provided within one (1) month from the occurrence of the Force Majeure event.

In case of Force Majeure, the Contractor shall not be considered at default and its obligations under the Contract shall be suspended during the Force Majeure event. The Contractor shall make reasonable efforts to mitigate the impact on the schedule and the performance of its contractual obligations.

In case of Force Majeure, an extension of the time-limit for execution or a postponement of delivery dates shall be granted in writing by the Manager of ABIL.



ARTICLE 12 – CHANGES TO THIS CONTRACT

12.1 Introduction of a Change

- 12.1.1 For all changes to this Contract, whether requested by the Manager of ABIL or initiated by the Contractor, the Contractor shall submit a proposal for a Contract Change Notice (“CCN”).
- 12.1.2 The Contractor shall ensure - in liaison with the Manager of ABIL - that each CCN proposal is fully coordinated and that all reasonably foreseeable implications of the change have been considered by the Contractor and the Manager of ABIL. The Contractor shall, on the request of the Manager of ABIL provide additional documentary evidence of the effect of the change to both Parties.

12.2 Approval or Rejection of the CCN Proposal

- 12.2.1 Should the CCN proposal be approved by the Manager of ABIL, a corresponding CCN shall be prepared by the Manager of ABIL’s contractual representative as stated in Article 6.3 b) and submitted to both Parties for signature.
- 12.2.2 Should the CCN proposal be rejected for any reason by the Manager of ABIL, the Contractor shall be informed accordingly, together with the reasons for the rejection. At the request of either Party, the change may be discussed at a Change Review Board, consisting of a contractual and a technical representative of each Party.

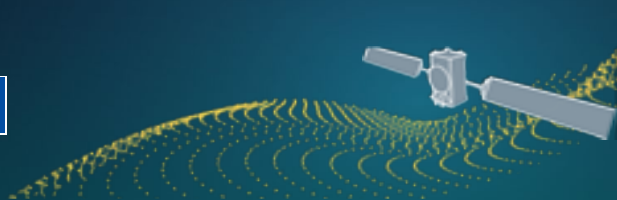
12.3 Implementation and Status of an Approved CCN

Upon signature of the CCN by both Parties, the CCN will have immediate effect and will constitute a binding contractual agreement between the Parties. The CCN will serve as an applicable document to this Contract.



ARTICLE 13 – POST CONTRACT REPORTING

On each anniversary of the end of the Contract Term, for 5 years, subject to losing the right to use the ABIL logo or Text Line if non-compliant, the Contractor shall respond to Annual Performance Survey sent by the Manager of ABIL or by ESA , as specified in Article 7.2.3, as well as to the Agency following the provisions of Appendix 1, section 4.4.



Article 14 – Termination

14.1 Right of Termination

14.1.1 Each Party reserves the right, after full consideration of all relevant circumstances and following a formal notification, to terminate this Contract in the event of a material breach of the Contract by the other Party. In particular, the Manager of ABIL reserves the right to terminate the Contract in case of the Contractor's failure to:

- i) meet the technical requirements of the Contract, or
- ii) meet the progress and / or delivery requirements;

to such an extent as to jeopardise seriously the performance of the Contract;

Furthermore, the Incubator reserves the right to terminate the Contract:

- 1) if the Contractor is not able to ensure constant compliance with the eligibility criteria identified in Article 18 paragraph 2 of the Agency's Procurement Regulations as well as the eligibility requirements set out in the Special Conditions for Tender (as per the EU DG INTPA-ESA Contribution Agreement) during the entire duration of the present Contract, including any extension thereto;
- 2) if the Contractor is mentioned in the Early Detection and Exclusion System (EDES);
- 3) if the Contractor falls under the scope of EU Restrictive Measures and thus is a Restricted Person;
- 4) if the Contractor is found to be in breach of the Agency's Policy on the Prevention, Detection and Investigation of Fraud;
- 5) if the Contractor is subject to international sanctions or embargoes;

14.1.2 In the event of such termination, the Contractor shall keep the amounts already paid for achieved milestones, if any, and shall be entitled to claim the cost, properly evidenced, submitted by the Contractor and accepted by the Manager of ABIL.

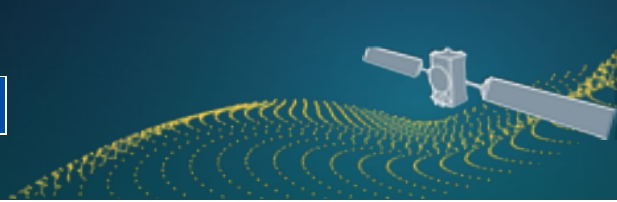
14.1.3 The Manager of ABIL shall in no circumstances be liable to pay any sum which deviates from the provisions set out in Article 5 above, and when added to the sums already paid, due or becoming due to the Contractor under this Contract by the Manager of ABIL, exceeds the total price for the Activity set forth in this Contract.

14.1.4. In case of termination of the Contract, the provisions under Article 11 of this Contract shall not be affected.

14.1.5 Termination in special cases

The Manager of ABIL may at any time terminate the Contract by giving written notice with immediate effect in any of the following events:

- a) if the Contractor becomes insolvent or if its financial position is such that within the framework of its national law, legal action leading towards bankruptcy may be taken against it by its creditors;



- b) if the Contractor resorts to fraudulent practices in connection with the Contract, especially by deceit concerning the nature, quality or quantity of the supplies, and the methods of processes of manufacture employed or by the giving or offering of gifts or remuneration for the purpose of bribery to any person in the employ of the Manager of ABIL or acting on its behalf, irrespective of whether such bribes or remuneration are made on the initiative of the Contractor or otherwise.

14.1.6 In case of Force Majeure and if the Force Majeure event and its consequences continue for more than two (2) months from the start date of the Force Majeure event, either Party may terminate the Contract by giving not less than one (1) month notice to the other Party.

14.1.7 In case of termination due to Force Majeure the amount to be paid shall be calculated as per Article 14.1.2 and 14.1.3 above. No other payments or indemnities shall be due by the Manager of ABIL to the Contractor.

14.2 Consequences of Termination

Any information, in documentary or other physical form, pertaining to the Activity carried out by the Contractor during the Contract Term, remains the property of the Manager of ABIL and shall be handed over to the Manager of ABIL upon the expiry or termination of this Contract. This shall include:

- (a) any information and documentation under Article 2.1;
- (b) any deliverables under Appendix 1, Article 2.

The Contractor shall deliver to the Manager of ABIL all documentation that was to be delivered in case the Contractor had completed the Activity in full (see Article 6.3.2).

The Contractor agrees to reimburse to the Manager of ABIL any amount that would have not been found acceptable for the Final Settlement should the Contract have not been terminated before its envisaged Contract End Date.



ARTICLE 15 - ASSIGNATION OF THIS CONTRACT

The Contractor shall not assign its rights and/or transfer its obligations under this Contract in whole or in part to a Third Party (“assignee”).



ARTICLE 16 – APPLICABLE LAW; DISPUTE SETTLEMENT

16.1 This Contract shall be governed by the laws of France.

16.2 The Parties will consult with each other promptly when events occur or matters arise that may occasion a question of interpretation or implementation of the terms of this Contract.

The Parties shall use their best efforts to settle any dispute arising out of the Contract amicably.

Any issue of interpretation or implementation of this Contract that cannot be settled by the Parties' Representatives indicated in Article 6.3 and 6.4 shall be referred to arbitration.

16.3 Any dispute arising out of the interpretation or implementation of this Contract that cannot be settled as described in Article 16.2 above, at the request of either Party, shall be submitted to arbitration according to the Rules of Arbitration of the International Chamber of Commerce. The Arbitration Tribunal shall sit in Paris, France and the arbitration proceedings shall be conducted in English, unless otherwise agreed between the Parties. The enforcement of the award shall be governed by the rules of procedure in force France.

ARTICLE 17 - DATA PROTECTION

The Contractor is required to comply with the relevant national laws and regulations as regards protection of personal data. Any personal data included in or relating to the Contract, including its execution, shall be processed in such a way so as to ensure, in accordance with the principle of proportionality, the protection of individuals with regard to the processing of personal data at a level equivalent to “Regulation (EC) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data”.

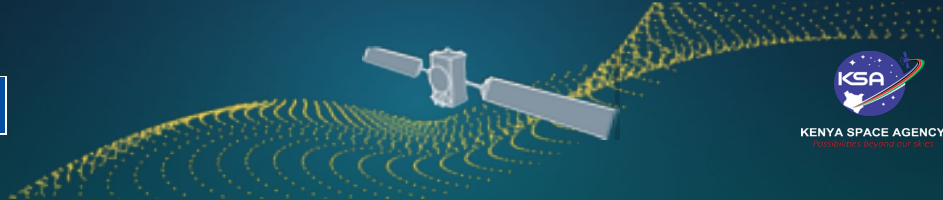
17.1 The Personal Data are related to the personnel involved in the activities and will be processed only for:

- a) the performance of the Contract, including the execution, management, monitoring of the work as well as audits and the fulfilment of the obligations set out in this contract;
- b) the management of the relationship of the Parties in relation to the Contract, notably for administrative, financial, audit or for communication purposes;
- c) the compliance with any legal or regulatory obligation to which a Party is subject;
- d) the compliance, in case the performance of the Contract requires access to the Parties’ premises, with the health, safety and security requirements, legal or regulatory obligations applicable to the respective Party in such matters.

In this context, STAM s.r.l. will act as Data Controller for the controlling of the personal data related to the execution of the contract, whereas the other subcontractors to STAM within the framework of the ABIL initiative (i.e., Planetek Italia, Corallia, LocateIT and Adanian Labs) will act as Data Processors in line with the provision regarding data processing of the overall ABIL contracts.

17.2 To the extent that is reasonably necessary, in connection with the Contractor’s Activity under this Contract, and for legitimate purposes of processing only, the Contractor’s (as data subject) personal data may be disclosed to employees (staff) and agents of the ABIL, the relevant ABIL partners, and ESA and KSA Partners, for any studies and/or reporting that may be carried out by the Agency and/or the Manager of ABIL.

18.3 The Contractor hereby consents to the recording, processing, use and disclosure of its personal data as set out here above (including the recording, processing, use and disclosure of its personal data to the extent required by reason of the Incubatee’s performance of the Activity under this Contract). The Contractor shall have the right to information and the right of access to its personal data, right to rectification and erasure (right to be forgotten), right to restriction of processing, right to data portability, right to object, right not to be subject to a decision based solely on automated processing. The particularities of these rights are stipulated in the Regulation (EU) 2016/679 of the European Parliament and the Council. The Contractor shall have the right to withdraw its consent at any time. Such withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. It shall be as easy to withdraw as to give consent.



ARTICLE 18 – EXECUTION OF THE CONTRACT

[OPTION 1 or 2 below to be selected by the Contractor.

N.B. Electronic signature encompasses both simple electronic signature (handwritten scanned) and the use of e-signing digital tools.]

[OPTION 1: electronic signature using digital signatures only, both Parties to sign using e-signing digital tools.]

The Parties agree that digital signature of this Contract shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.

[END OPTION 1]

[OPTION 2: electronic signature. Each of the Parties can use either e-signing digital tools or simple electronic signature (handwritten scanned).]

The Parties agree that electronic signature of this Contract shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.

[END OPTION 2]

In witness whereof, the Parties hereto have executed this Contract, with effect as of the signature of the Contract.

Electronically/Digitally signed by the Parties to this Contract,

For [Manager of ABIL]

For [Contractor]:

In:

In:.....

Date:

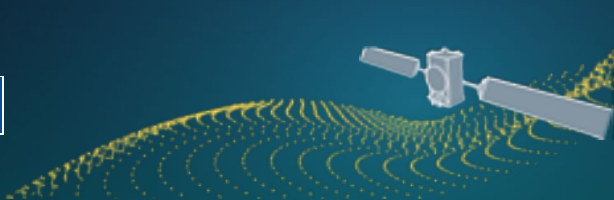
Date: ____.....

Signature

Name and title

Signature

Name and title



APPENDIX 1 - STANDARD REQUIREMENTS FOR MANAGEMENT, REPORTING, MEETINGS AND DELIVERABLES

This document contains the standard requirements for management, reporting, meetings and deliverables with regard to ABIL EXPLORE Kenya.

1. MANAGEMENT

1.1 General

The Contractor shall implement effective and economical management for the Activity. The nominated representatives of the Contractor shall be responsible for the management and execution of the Activity to be performed under the Contract.

1.2 Communications

All communications sent by the Contractor to the Manager of ABIL shall be addressed to the representatives nominated in Article 6.3 of this Contract.

2. REPORTING

2.1 Minutes of Meetings

The Contractor shall be responsible for the preparation and distribution of minutes of meetings held in connection with this Contract. Electronic versions of the minutes of each meeting shall be issued and distributed to all participants, including the representatives of the Manager of ABIL, not later than ten (10) days after the meeting concerned.

The minutes shall clearly identify all agreements made and actions accepted at the meeting together with an update of the Action Item List (AIL), if any. The minutes shall be signed.

2.2 Problem Notification

The Contractor shall notify the Manager of ABIL representatives of any problem likely to significantly impact the progress of the Activity.

3. MEETINGS

For all meetings, the Manager of ABIL reserves the right to invite ESA and KSA.

3.1 Kick-off Meeting

The kick-off meeting shall take place at the ABIL premises or by videoconference at the beginning of the Contract Term.

3.2 Mid-Term Review

At Mid Term a meeting shall be held (“Mid-Term Review”), where the Contractor shall present the Mid-Term Report, to verify the status of the Activity and to confirm its feasibility.

[END OPTION]

3.3 Final Review

At the end of the Activity a Final Review Meeting shall be held. The Contractor shall present the Final Report and all Deliverables, to verify the completion of the Activity.

3.4 Additional Meetings

Additional meetings may be requested either by the Manager of ABIL or the Contractor.

3.5 Notice and Agenda for Meetings

For all meetings the Contractor shall ensure that proper notice to the Manager of ABIL is given at least two (2) weeks in advance of when the Manager of ABIL participation is required. The Contractor is responsible for ensuring the participation of its personnel and/or third-party advisors, as needed.

For each meeting the Contractor shall propose an agenda in electronic form and shall compile and distribute handouts of any presentation given at the meeting.

4. DELIVERABLES

In addition to the documents to be delivered according to section 2 above, the documentation set out in the present section shall also be deliverables.

All documentation deliverables mentioned in this section (including all their constituent parts) shall be delivered as follows:

- in electronic searchable form on computer readable media (e.g. PDF-format, and original in WORD, Excel, etc.) as agreed by the Manager of ABIL and in other exchange formats where relevant (e.g. HTML).
- The draft version of the documentation shall be sent to the Manager of ABIL representatives in electronic form for approval not later than two (2) weeks before the documentation is to be presented.

4.1 D1 – Proof of Achievement (Slide Deck and Demonstration Item)

4.1.1 Slide Deck

The Contractor shall deliver a Slide Deck in ppt-Format to the Manager of ABIL.

The slide deck is composed of two slides covering the following elements:

- The technology (with meaningful, high-definition, illustrative images/tables/diagrams);
- Achievements, outcomes of the activity and next steps (with meaningful, high-definition, illustrative images/tables/diagrams);

4.1.2 Demonstration Item

The Contractor shall deliver proof of the hardware or software developed for the product or service. This shall be delivered to the Manager of ABIL. This can manifest in an item such as:

- A prototype or demonstrator;

- A suitable mock-up or breadboard showcasing the use/functionalities and application;
- A high-definition video showcasing the use/functionalities and application, including live demonstration;
- Other demonstrations items may be proposed but are subject to approval prior to contract signature.

4.2 D2 - Final Data Package

The Final Data Package is comprised of the final deliverable documents arising from the ESA EXPLORE Contract, in particular:

4.2.1 Mid Term Report

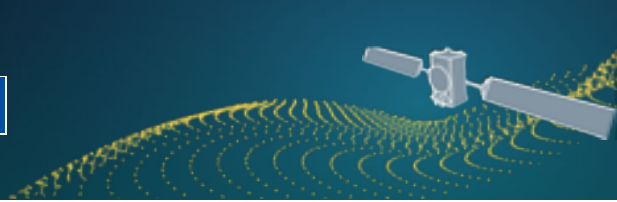
The Mid Term Report shall describe in detail the status of the technical and commercial progress in relation to the Activity. An analysis of the feasibility of the Activity shall also be presented. The report shall follow the template for the Mid Term Report provided by the Manager of ABIL.

The mid-term report includes the following sections:

- Executive summary of the activity, objectives, partners and main results
- Analysis of state of the art
- Description of technical and exploitation development
- Challenges
- Updated Milestone Planning
- Description of the progress in the different Work-packages
- Updated Cost Breakdown
- Deliverables
- D1 Proof of Achievement (Draft)
- D2 Data Package (Draft)

4.2.2 Final Report

- The Final Report shall be a complete statement of all the work undertaken by the Contractor during the Activity. The report shall follow the template for the Final Report provided by the Manager of ABIL. The Mid term and Final reports will be based on the same template.
- The following main contents are expected in the reports:
 - Executive summary of the activity, objectives, partners and main results;
 - Description of the EO-related challenge, Kenyan/African context and target users, customers, beneficiaries or stakeholders;
 - Innovative solutions developed;
 - Description of the heritage technology, EO data, algorithm, software, hardware, infrastructure or non-space technology being transferred or exploited;
 - Technical work performed, including architecture, data sources, models, prototypes, tests, validation approach and results;
 - Evidence of feasibility, key performance indicators, limitations, failures, lessons learned and technical risks;



- Stakeholder or user feedback and validation of needs, constraints and preliminary value proposition;
 - TRL/maturity assessment at start and end of the activity, including rationale;
 - Impact and exploitation pathway, including next development steps, roadmap to market, customer pilots, private investment, public-sector uptake or follow-on funding;
 - Data, software, model, IP and technology rights summary, including open-source/open-data licences where applicable;
 - At Mid Term, the Report sections above will be evaluated taking into account the actual progress of the project activities, while a full extensive review will be done on the Final Report.
 - As part of the final Data Package, the Contractor is required to provide an executive summary of (maximum 3 pages) summarising the developments and outcomes of the project not including sensitive information, to be shared internally within ESA or KSA.
- A Commercialisation Roadmap should also be provided as part of the Final Report in line with the maturity of the developed solution (suggested section length: 10 pages):
 - Presentation and validation of stakeholder/customer requirements and market needs;
 - Presentation and validation of stakeholder/customer feedback with regards to the intended value proposition and unique selling points;
 - Presentation of market assessment, including quantification of market size, segmentation, and competition;
 - Presentation of market penetration strategy, including key financial projections for break-even (i.e. sales, CAPEX, OPEX) over the next 5 years;
 - Conclusion on the viability of the intended product/service with indication of critical success factors
 - Conclusion and specific outlook of the next steps and milestones to reach market entry.

4.3 Photographic Documentation

Photographic and video documentation shall document (as relevant)

- progress of hardware manufacture
- test set-ups and tests carried out
- use of the product/service
- organised events where the Contractor has been showcasing the product/service.
-

They shall be suitable for dissemination and publicity purposes.

Photographic and video documentation shall not contain any proprietary information.

Africa–EU Space Partnership Programme

Africa Business Innovation Lab (ABIL)

WEB

<https://abil.ksa.go.ke/>

TAGS

#GlobalGateway #AESPP #ABIL