**CONTRACT FOR SPECIALISED RESEARCH SERVICES**

Today, on ………/…………….…./2021, *(filled in after last signature)* the following parties:

1. The public legal entity *(altern “Public Research Centre”)*, under the name **National Centre for Scientific Research (NCSR) «Demokritos»**, seated in Athens (Municipality of Aghia Paraskevi), at Patr. Gregoriou E & 27 Neapoleos Str, postal code 15341, lawfully represented herein by the Director and President of the Board Dr George Nounesis (hereinafter referred to as “NCSR D”)
2. The company under the corporate name “…” whose registered premises are at 19 avenue de Pradié, 31120 PORTET-SUR-GARO, France, tel:+ 33 05 61 14 03 24 email: commerce@clifrance.com, legally represented by ……………….…….., for the purpose of signing this Contract (hereinafter referred as the “Company”)

**Have agreed and have mutually acknowledged the following:**

**PREAMBLE**

1. Whereas the ***Laboratory for Advanced Ceramic and Complex Materials*,** (hereinafter referred to as the “Lab”) operates within the Institute for Nanotechnology and Nanonoscience of NCSR D, whereby NCSR D, in the framework of its research activity and for the execution of research programs and projects, offers relevant specialized services. Such services serve the purposes of exploitation of NCSR D know-how and of further development of its research activity in accordance with articles 13, 20 and 21 of Law 4310/2014, articles 50ff of Law 4485/2017 of the Hellenic Republic as well as in accordance with the Organizational Charter and the internal Operational Regulation of NCSR D, as currently in force.
2. Whereas the Lab disposes of specialized technical infrastructure, expert know-how and specialized personnel for the execution of such specialized services and accordingly for the implementation of the subject-matter hereof.
3. Whereas the operation of the Lab is managed as a research accounting unit/project (according to relevant Greek legislation) under the supervision ………….

**Article 1**

**SUBJECT -MATTER of CONTRACT**

* 1. The Subject-Matter of this contract is the delivery of the following specialized services by NCSR D to the Company *(hereinafter referred to as the “Services”)*: Design, development and provision for testing of three (3) Thermal Protection System sensors (ReGS-HF) by NCSRD for the Company for the purpose of ablating spacecraft shields.
  2. The assigned services correspond to the requested services by the Company as set out in detail in the Company Purchase Order CA2107007, 1/7/2021, which is attached herein as ANNEX I. The Parties acknowledge that ANNEX I forms an integral part of this Agreement.

**Article 2**

**CONTRACTUAL PRICE**

* 1. The parties agree that the contractual price for three (3) ReGS-HF sensors is 4500 Euro. NCSRD thereby accepting the Company’s price proposal in the Purchase Order CA2107007, 1/7/2021, attached.
  2. The price will be charged with VAT, as provided in law.
  3. Payment for the price is made upon submission of all documentation required in law.
  4. No letter of guarantee is required.
  5. Payment shall be performed within…………….. days after completion of the execution of the Services and/or delivery of the deliverable provided in those Services. In case of delayed payment, the amount due shall be encumbered with the charges provided in law.

**Article 3**

**PLACE FOR EXECUTION OF SERVICES – DELIVERY**

The Services will be executed in the premises of NCSR D. It is hereby acknowledged and confirmed that: (a) the result of the services is delivered abroad and does not remain in Greece and (b) the use and exploitation of the services is made abroad.

**Article 4**

**TERM OF CONTRACT - DURATION**

The duration of the contract is three (3) months from the date of the signature (date of last signature).

**Article 5**

**INTELLECTUAL PROPERTY RIGHTS**

5.1. The Parties acknowledge that each Party is the exclusive owner of the intellectual property over the research results which the said Party has developed, such intellectual property being referred to as “Background Intellectual Property-IP”. As Intellectual Property we define the rights of industrial property and the copyright as well as the know-how of the party.

5.2. With respect to the Background IP, each contracting party undertakes the obligation to take all action required for the protection of the counterparty background IP, among others (i) to inform the counterparty for any infringing or harmful action of third parties, which it becomes aware of, (ii) to abstain from any activity that is reasonably expected to harm the UP and (iii) to take all protection measures, which are necessary and feasible, against third party infringements.

5.3. The parties acknowledge that the Company shall be exclusive owner of the research results which will be developed within the execution of the subject-matter hereof, without prejudice to the rights of NCSRD for scientific use, provided hereafter. It is acknowledged that NCSR D is entitled to use such intellectual property exclusively for research purposes and not for any commercial purpose.

**Article 6**

**CONFIDENTIALITY**

6.1. Each Party shall not make public, publish or reveal in any form to any third party information or data which the Counterparty has entrusted to it as confidential or which it becomes aware of within the execution hereof, unless this is necessary in order to execute the Services or serve the research mission of NCSR D and always upon prior notification to the Counterparty and written permission by such Party, without prejudice to the special circumstances defined in the next paragraph 6.2.

6.2. As an exception to the aforementioned mutual obligation, NCSRD, under its institutional capacity as a public legal entity, may notify or provide information or data to the supervising Ministry for Development and Investments or to any competent public authority if compelled to if such information or data concerns an issue of public interest and particularly an issue concerning public health. Moreover, the parties acknowledge that NCSR D is under the public obligation towards the aforementioned supervisory Ministry or other competent public authority to provide any data or information with respect to the subject matter hereof, if such information are requested in writhing by the said Ministry or the other competent authority. In any event, NCSR D shall be obliged to inform the Counterparty in advance at least two(2) days prior to providing such information or data to the said authority as define above, except if it is compelled to provide such information or data in the framework of a criminal investigation by the competent public attorney or investigatory authorities.

**Article 7**

**GENERAL TERMS**

* 1. The assignment of rights and obligation deriving out of this contract is permitted only upon prior written consent of the Counterparty.
  2. Any amendment hereof is invalid unless made in writing and signed by the legal representatives of the contracting parties.
  3. The communication between the parties is made in writing (via post, fax or e-mail) to the addresses below and the delivery of such communication is proven in case of post, by registered mail in case of fax by confirmation via fax and in case of e-mail by confirmation of e-mail.

|  |  |
| --- | --- |
| For the COMPANY | For NCSR D |
| Att. of: ………………..  Tel: ………………..  (\*Fax : …………..  E-mail: ……….. | Att.of:  Tel.  Fax:  e-mail: |

The contracting parties have the obligation to notify each other immediately for any change of the above information, or else the counterparty shall be entitled to consider valid and use.

**Article 8**

**FORCE MAJEURE**

No party shall be held liable for omitting to fulfil its contractual duties if such omission is due to force majeure, as long as the invoked force majeure can be adequately proven in due form. Force majeure constitutes each event which is unpredictable and unavoidable which renders the execution hereof absolutely impossible.

**Article 9**

**TERMINATION**

* 1. Each Party may terminate this contract for any reason which can be considered as “Material Reason” in Greek legislation and jurisprudence.
  2. The termination is made in writing through a termination notice, and it becomes effective upon its notification to the Counterparty.
  3. The following events shall be considered, in particular, as constituting a “Material Reason”: (a) Breach of material terms of this agreement, all of which are acknowledged herein as being “material”. (b) Company bankruptcy.
  4. Upon termination hereof, each contracting party is entitled to claim payment of any debt or other indebtness as consideration for its commitment herein as well as to claim compensation for any actual damages or loss of earnings caused to it due to the non execution or defective execution of the terms hereof.

**Article 10**

**APPLICABLE LAW**

* 1. This Agreement is governed by Greek law and is construed according to the rules of good faith, fair transactions and in accordance with its social and economic objectives.
  2. Every dispute or controversy arising out of the execution hereof is resolved in accordance with the principle of good faith. In case the dispute is referred for resolution to courts, it shall be referred to the Courts of Athens.

**Article 11**

**ENTERING INTO FORCE**

This contract enters into force upon its signature by the contractual parties.

**ANNEX 1: Company Purchase Order** *(attached in next page)*

In witness hereof, this contract has been concluded and signed in four (4) original copies. Each original copy has been signed by the representatives of both parties and each party has received two (2) original copies respectively.

**THE PARTIES**

|  |  |
| --- | --- |
| ***For NCSR D***  ***Dr.Georgios Nounesis***  ***The Director & President of the Board***  *Date:*  *Place: Athens, Aghia Paraskevi* | ***For the Company***  ***…………………………….***  *Date:*  *Place:* |