

FREE OF CHARGE RIGHT OF USE AGREEMENT – EUSPA/GRANT/01/2023

The [•], a company incorporated under the laws of [•], having its principal place of business at [•] (hereinafter referred to as “the Owner”), represented for the purposes of the signature of this Agreement by [•] on the one part, and

the European Union Agency for the Space Programme (hereinafter referred to as “the EUSPA”, “the Agency”), represented for the purposes of the signature of this Agreement by Mr Rodrigo da Costa, Executive Director, on the other part

– hereinafter jointly referred to as “Parties” –

Whereas

- 1) The EUSPA has launched a Call for Proposals (EUSPA/GRANT/01/2023 – “Galileo HAS and OSNMA implementation in cooperative, connected and automated mobility”) (hereinafter “the Call for Proposals”) to develop a safe and secure GNSS-based localisation platform addressing Level 4 and Level 5 of automated driving (as defined by SAE), and capable of using Galileo HAS for enhanced accuracy and OSNMA for enhanced security and robustness;
- 2) During the implementation of the above-mentioned action, the beneficiaries shall deliver to the EUSPA a demonstration kit that shall include a dedicated hardware/software able to interface with the GNSS-based localisation platform prototype and emulate the other on-board vehicle sensors;
- 3) Following the signature of the Grant Agreement on EUSPA/GRANT/01/2023 (hereinafter the “Grant Agreement”), the [•] delivered to the EUSPA the demonstration kit as identified in Annex 1 (hereinafter the “Items”);
- 4) The [•] owns the Items;
- 5) As indicated in the Call for Proposals, the EUSPA is interested in using the Items for running, after the project completion, a simplified demonstration showcasing the project’s achievements and in particular the actual Galileo contribution, and to exploit it for non-commercial purpose only, as indicated in Article I.9 of the Grant Agreement (hereinafter the “Purpose”);
- 6) The Owner is willing to lend to the EUSPA the Items for the above-mentioned Purpose.

Therefore, the Parties HAVE AGREED

ARTICLE 1 – PROVISION, RIGHT OF USE AND WITHDRAWAL OF THE ITEMS

- 1.1 The Owner lends the Item(s) to the EUSPA for the Purpose.
- 1.2 The EUSPA shall have the right of use of the Items exclusively for the Purpose according to conditions laid down in the present Agreement.
- 1.3 The EUSPA is entitled to lend the Item(s) to a third party for the same Purpose and under the same terms and conditions of this Agreement.
- 1.4 The Owner provides the Items to the EUSPA for a 5 (five) years period, subject to each Party’s right to terminate the Agreement for all or part of the Items upon delivery to the other Party of a 1 (one) month prior written notice of termination. The EUSPA shall return to the Owner the Items for which the termination right has been exercised within 8 (eight) weeks from receipt of the relevant notice. The Item(s) are to be returned to the Owner in the condition in which they were at the moment of the delivery considering the normal wear and tear depending on the Purpose.

ARTICLE 2 – COSTS

- 2.1 The Owner shall make the Item(s) available to the EUSPA free of charge.
- 2.2 The EUSPA shall not have any claim against the Owner for reimbursement of costs it may incur under this Agreement and its implementation.
- 2.3 All transport costs of Item(s) to and from the Agency shall be borne by the EUSPA, unless in case of early termination by the Owner or otherwise agreed between the Parties in writing.

ARTICLE 3 – HANDOVER OF ITEMS/DAMAGED ITEMS/MISCHIEFS

- 3.1 The Owner shall deliver to the EUSPA the fully functional Items and any related documentation, along with permissions and licences for the uses defined in the Grant Agreement (Article 1.9), and shall also train EUSPA staff in order to make the EUSPA able to reproduce the demo after the completion of the project at EUSPA or other EU institutions, bodies or agencies' premises.
- 3.2 From the moment of handover of an Item to the EUSPA until handback to the Owner according to the provisions under article 1.5, the EUSPA undertakes to take care of and to secure and protect the Items as the custodian thereof.
- 3.3 The EUSPA shall report in writing and in a timely manner any mischiefs, loss or damage of any kind to an Item to the Owner.

ARTICLE 4 – COMMUNICATION BETWEEN THE PARTIES

- 4.1 For any official communication subject or in relation to this Agreement shall be delivered to:
For the Owner: [●], E-mail: [●]
For the EUSPA: European Union Agency for the Space Programme, [●] Department,
Janovskeho 438/2, 170 00 Prague, Czech Republic,
Email: [●]
- 4.2 The parties shall immediately inform each other by e-mail about any change in relation to point 4.1. above. The reception of the communication about the change shall be acknowledged in writing by the receiving party.

ARTICLE 5 – VARIOUS

- 5.1 Any amendment to the Agreement shall be made in writing.
- 5.2 This Agreement shall be governed by European Union law, complemented, where necessary, by the law of Belgium.
- 5.3 Any dispute between the parties in relation to the interpretation, application or validity of the Agreement which cannot be settled amicably shall be brought before the General Court of the European Union.
- 5.4 The Agreement enters into force on the date on which the last party signs it.

SIGNATURES

For the Agency,

Rodrigo da Costa

For the Owner,

[●]



Free of charge right of use agreement
EUSPA/GRANT/01/2023

Executive Director

[•]

signature: _____

signature: _____

Done at Prague, [date]

Done at [place], [date]

Annex 1 – List of Items

- 1) [•], serial number [•]
- 2) [•], serial number [•]