



EUMETSAT

EUROPEAN ORGANISATION FOR THE EXPLOITATION OF METEOROLOGICAL SATELLITES
ORGANISATION EUROPEENNE POUR L'EXPLOITATION DE SATELLITES METEOROLOGIQUES

EUMETSAT - Postfach 10 05 55 - D-64205 Darmstadt

Mr. Pablo Pita Leira
Pitagoral S.C.
Place Saint Lazare 5, B16
B-1210 Brussels
Belgium

Your reference
Votre référence

Your letter dated
Votre lettre du

Our reference
Notre référence

Darmstadt

EUM/COL/LET/0689 20 December 1999

23. DEZ. 1999

**Subject: EUMETSAT Contract No. EUM/CO/99/778/SB
MSG Spacecraft and Ground Segment Monitoring and Control Software
Engineering Consultancy Support**

Dear Mr. Leira,

Please find enclosed two originals of the above-mentioned Contract, duly signed by the authorised EUMETSAT representative. EUMETSAT would appreciate receiving one countersigned original of the Contract together with the signed Confidentiality Undertaking as soon as possible.

May I take this opportunity of conveying "Season's Greetings" to you.

Yours sincerely,

Thierry A. Bernard
Contracts Officer

Contracts & Legal Affairs Tel: +49 6151 807 820 / 819 Fax: +49 6151 807 829

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CONTRACT
EUM/CO/99/778/SB

Between

**The European Organisation for the
Exploitation of Meteorological Satellites
(EUMETSAT),
Am Kavalleriesand 31
D-64295 Darmstadt
Federal Republic of Germany**

represented by Dr. Tillmann Mohr
Director

and

**Pitagoral S.C.
Place Saint Lazare 5, B16
B-1210 Brussels
Belgium**

represented by Mr. Pablo Pita Leira
(hereafter called "the Contractor")

the following has been agreed:

Article 1
Subject, Applicable Documents

1. This contract sets up the framework for the Contractor's work with respect to Spacecraft and Ground Segment Monitoring and Control Software Engineering Consultancy Support to the MSG Programme.

The Contractor shall execute the contract in accordance with the following documents listed in order of precedence in case of conflict:

- This contract
- EUMETSAT General Conditions of Contract (EUM/A/CO/89/3) (Annex I)
- EUMETSAT Statement of Work ref. EUM/MSG/SOW/205 dated 1 July 1999 (Annex II)
- Each work package released.
- The Contractor's proposal and subsequent correspondence dated 25 October 1999 known to both parties and an integral part of this contract though not annexed hereto.

Article 2
Release of Work Packages

1. The work packages to be performed shall be defined by the EUMETSAT technical representative identified in Article 6 below. The activities to be done shall be self-standing packages of work. Each work package description shall indicate the end date of the work. The Contractor shall not be allowed to expend effort beyond this end date without the written authorisation by EUMETSAT.

A work package sample form is attached as Annex III.

2. The work package descriptions, signed by EUMETSAT's technical representative, shall be transmitted to the Contractor's technical representative identified in Article 6.
3. The Contractor shall formally accept to perform the work package. The work package description shall, upon acceptance by the Contractor, become the basis for the work and define the obligations of the Contractor with respect to the agreed work.
4. All communication and all reporting on technical matters shall take place through the Contractor's technical representative identified in Article 6.
5. EUMETSAT is not obliged to place work packages.

Article 3
Price

1. The firm fixed daily fee for 2000 shall be EUR 500.
The firm fixed daily fee for 2001 shall be EUR 515.
The firm fixed daily fee for 2002 shall be EUR 530.
The firm fixed daily fee for 2003 shall be EUR 555.
2. The firm fixed daily fee includes work performed outside normal working hours.
3. The firm fixed hourly fee for standby/call-out services for 2000 shall be:
 - for standby services: EUR 3
 - for call-out services: EUR 125The firm fixed hourly fee for standby/call-out services for 2001 shall be:
 - for standby services: EUR 3
 - for call-out services: EUR 132.50The firm fixed hourly fee for standby/call-out services for 2002 shall be:
 - for standby services: EUR 3
 - for call-out services: EUR 137.50The firm fixed hourly fee for standby/call-out services for 2003 shall be:
 - for standby services: EUR 3
 - for call-out services: EUR 145
4. The work under this contract will be performed at EUMETSAT premises in the period from 3 January 2000 to 31 December 2003.

5. The maximum financial commitment of EUMETSAT under this contract amounts to EUR 500,450. If the cumulative total cost of agreed work packages, without fault of the Contractor, means that an agreed work package cannot be performed within the maximum financial commitment, the Contractor shall not be obliged to perform work entailing cost beyond the total maximum financial commitment.
6. Travel and mission expenses shall be agreed in advance with EUMETSAT and shall be reimbursed in accordance with the rules set out in Annex IV. Travel time shall in the normal case not be reimbursed by EUMETSAT. Travel and subsistence expenses will not be reimbursed for travel between EUMETSAT headquarters and the consultant's home base.
7. No subsistence allowance will be paid when working at EUMETSAT premises in Darmstadt or Usingen.
8. The firm fixed daily fee excludes taxes and duties in the Member States of EUMETSAT but includes Gewerbeertragsteuer, national income tax, medical costs and social security contributions.

Article 4 Option

1. EUMETSAT is given the option to extend the activity under this contract until 31 December 2004. The option shall be exercised by EUMETSAT at the latest by 30 November 2003.
2. The firm fixed daily fee for the optional activity during 2004 shall be EUR 580.
3. In the event of the optional activity during 2004, the firm fixed hourly fees shall be EUR 3.10 in the case of standby services, and EUR 150 in the case of call-out support.

Article 5 Time of Delivery

The deliverables shall be submitted in accordance with the planning indicated in each individual work package.

Article 6 Representatives of the Parties

1. The EUMETSAT representatives are:

Mr. Stefano Banfi or his authorised representative for technical matters.
Mr. Thierry A. Bernard or his authorised representative for contractual and administrative matters.

2. The representative of the Contractor is:

Mr. Pablo Pita Leira for all matters.

Article 7 Payments

1. Payments shall take place monthly in arrears provided the work has progressed satisfactorily and after presentation of invoice. Invoices shall be addressed to the Accounting Officer of EUMETSAT. Invoices shall conform to the requirements defined in Annex III.
2. All payments will be made within 30 days of the receipt of the corresponding invoice. All sums which are or may become payable by EUMETSAT under this contract shall be payable in EUR.
3. In accordance with the attached explicative letter and German form, VAT will not be charged. (Annex V)

Article 8 Penalties

Clause 28 of the General Conditions of Contract regarding penalties shall not apply to this contract.

Article 9 Acceptance and Rejection

Regardless of Clause 29 no specific acceptance procedure applies to this contract. Consequently, the deliverables shall be considered as having been accepted if nothing to the contrary has been notified to the Contractor within one month of the delivery. Work packages shall be considered completed if nothing to the contrary has been notified to the Contractor within one month of the agreed end date.

Article 10 Intellectual Property Rights

1. Part II of the General Conditions of Contract shall not apply. It follows that also no restrictions on reproduction exist for EUMETSAT.
2. All intellectual property rights shall belong to EUMETSAT in their entirety. In case certain intellectual property rights by law are not transferable in their entirety, EUMETSAT shall receive at no additional cost an exclusive, irrevocable license to all rights making up the intellectual property rights in question. This shall include the right to grant sub-licenses.

5. The maximum financial commitment of EUMETSAT under this contract amounts to EUR 500,450. If the cumulative total cost of agreed work packages, without fault of the Contractor, means that an agreed work package cannot be performed within the maximum financial commitment, the Contractor shall not be obliged to perform work entailing cost beyond the total maximum financial commitment.
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Mr. Thierry A. Bernard or his authorised representative for contractual and administrative matters.

Article 11 Confidentiality

1. All documents and information the Contractor receives from EUMETSAT or third parties in connection with this contract shall be considered as being for "restricted use" in the sense of Clause 16 of the General Conditions of Contract, unless clearly already in the public domain.
2. The Contractor shall furthermore treat all documents and information generated within this contract as confidential and shall treat it in the same manner as in paragraph 1 above regarding documents and information for "restricted use".
3. Each key person and the authorised representatives of the Contractor shall sign the enclosed Confidentiality Undertaking. (Annex VI)

Article 12 Key Personnel

1. Unless otherwise authorised, work packages shall only be executed by the following key person:

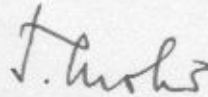
Mr. Pablo Pita Leira
2. The key person shall be available for possible work throughout the duration of the contract.
3. Key personnel shall not be wholly or partially removed from the performance of the work explicitly or implicitly assigned to them in the Contractor's proposal without the prior written approval of EUMETSAT. Only in exceptional cases will replacement be permitted if not justified by reasons outside the Contractor's control. Appropriate requests shall be accompanied by a justification for the proposed change and by a comprehensive curriculum vitae of the proposed replacement, who shall have at least equal qualifications and abilities. EUMETSAT may require the Contractor to offer more than one alternative candidate.
4. EUMETSAT may for justified reasons require replacement of key personnel. This shall be done in writing and the Contractor shall then propose suitably qualified replacement staff within one month.
5. Notwithstanding the above, EUMETSAT shall have no supervisory responsibility regarding the work of key personnel and nothing in this article shall be interpreted as relieving the Contractor of any of its obligations under this contract or of its responsibilities for any acts or omissions of its personnel.

Article 13
Applicable law and arbitration

Regarding applicable law and arbitration specific reference is made to clauses 12 and 13 of the EUMETSAT General Conditions of Contract.

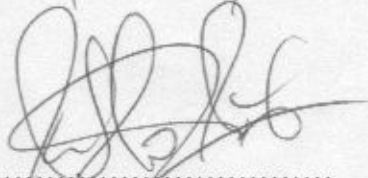
Done and signed in two originals, one for each party to this contract,

on behalf of EUMETSAT in Darmstadt, on this day 22 Dec. 1999



.....
Dr. Tillmann Mohr
Director

on behalf of Pitagoral S.C., in Brussels, on this day 24/DEC/1999



.....
Mr. Pablo Pita Leira