

ESA SPACE SOLUTIONS CENTRE IRELAND

OPEN CALL FOR TECHNOLOGY TRANSFER DEMONSTRATORS

General Information and Instructions

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Introduction

The **European Space Agency** (hereinafter “ESA” or “the Agency”) is Europe’s gateway to space. Its mandate is to shape the development of Europe’s space capability and ensure that investment in space continues to deliver benefits to the citizens of Europe. The Agency has 22 Member States¹.

The Agency’s projects are designed to study the Earth, its immediate space environment, the solar system and the Universe, as well as to develop satellite-based technologies and services. New technologies, systems and processes are continuously being developed for space programmes and many of these have non-space applications.

Apart from its mission to oversee and direct the development of Europe’s space capability, the Agency has an inherent responsibility to arrange and facilitate space spin-offs, which contribute to the non-space economy and technological infrastructure in the Agency’s Member States.

ESA’s Technology Transfer Programme Office has established initiatives for space technologies to be identified and adapted for non-space use that result in commercially viable products and high potential companies.

In Ireland, Tyndall National Institute is the leader of a Consortium of Tyndall National Institute, Athlone Institute of Technology, Maynooth University and the Irish Maritime and Energy Resource Cluster which is tasked by ESA with the execution of **ESA Space Solutions Centre Ireland** to support start-up companies intending to address the commercial space market or the commercial downstream market, facilitate access to ESA programmes and promote the adoption of Space Solutions. Enterprise Ireland and the Department of Jobs, Enterprise and Innovation are key partners and stakeholders in ESA Space Solutions Centre Ireland.

Technology Transfer Demonstrator projects support the transfer of space technology to terrestrial applications where there is a strong commercial or societal benefit and there is a clear technical risk that can be eliminated.

These projects result in the transfer of a space technology (hardware or software), know-how, procedures, processes, methodologies and systems from space to ground.

Priority is given to projects where there is a clear ground based commercial application with a customer group with defined needs, and for whom the Transfer Demonstrator may be used to gain commercial traction.

¹ The European Space Agency is an intergovernmental organisation constituted of the following Member States: Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, the Netherlands, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland and the United Kingdom. Canada takes part in some projects under a Cooperation agreement.

An **Open Call** for Technology Transfer Proposals (hereinafter called “Demonstrator Call”) has been opened in Ireland – to be implemented and managed by ESA Space Solutions Centre Ireland.

The Technology Transfer Demonstrators are directed specifically towards the determination and elimination of technical risk particular to the new terrestrial application. A Technology Transfer Demonstrator project will result in the measurement of one or more technical features that are specific to the terrestrial application of a technology that was hitherto developed for space. ESA Technology Transfer Demonstrator projects will not be considered to fund prototypes, ie working models of new products, but for developments at an earlier and higher stage of technical risk.

The Call allows both space and non-space organizations or individuals to submit proposals to develop Technology Transfer Demonstrators.

Through this Call, ESA Space Solutions Centre Ireland invites Applicants to submit proposals for Demonstrators regarding the transfer of a space technology into a non-space application. Applicants have to be a registered entity in Ireland.

NOTE: In no event, shall this Call be construed as imposing any obligation whatsoever upon ESA Space Solutions Centre Ireland and/or the Agency to enter into negotiations with any Applicant or to enter into any other specific arrangements.

Section I. Information about the Call

The Call allows entities from both the space and non-space sectors to find the financial support they need for the development of a Technology Transfer Demonstrator.

NOTE:

“Technology transfer” encompasses the transfer of a space technology (hardware or software), know-how, procedures, processes, methodologies and systems for which a terrestrial application is proposed.

Transfer Demonstrator projects support the transfer of space technology to terrestrial applications where there is a strong commercial or societal benefit and there is a clear technical risk that can be eliminated. These projects result in the development and testing of new hardware and software which increase the likelihood of the core technology being transferred from space to ground.

Priority is given to projects where there is a clear ground based commercial application with a customer group with defined needs, and for whom the transfer demonstrator may be used to gain commercial traction.

Transfer Demonstrator projects are to support the advancement of technologies that have a high space Technology Readiness Level (TRL) but a lower TRL for ground based commercial applications.

A Technology Transfer Demonstrator project will result in the measurement of one or more technical features that are specific to the terrestrial application of a technology that was hitherto developed for space. ESA Transfer Demonstrator projects will not be considered to fund prototypes, i.e. working models of new products, but for developments at an earlier and higher stage of technical risk. Note also that while a Transfer Demonstrator may involve the construction of a breadboard (if the integration of a system/subsystem is regarded as the principal technical risk), the construction of a breadboard is not a requirement for a Transfer Demonstrator project.

The limited amount of funding available per project means that projects must be efficiently managed with a clear definition of the technical risk to be tackled.

Priority is given to projects where there is a clear ground based commercial application with a customer group with defined needs, and for whom the transfer demonstrator may be used to gain commercial traction.

ESA Space Solutions Centre Ireland, together with ESA, will select projects to be funded with a maximum amount of 40.000 EURO each (as an initial orientation, 2 projects per year)

Section II. Instructions for Proposals

Section II of this Call is meant to inform Applicants of the required length and content of their Technology Transfer Proposal. Applicants shall follow the proposal guidelines as outlined in A. and B. of this Section II. It is to be noted that the application will be done in one phase.

A. Length and language of proposal

The proposal shall be submitted **in English**.

The Executive Summary shall be maximum one page.

The full proposal shall not contain more than 10 pages, cover letter and annexes excluded.

B. Content of proposal

Full Demonstrator Proposal

1. Cover Letter

The Applicant is asked to introduce the application with a cover letter. Your attention is drawn to the following:

- The cover letter shall include a statement that the proposal is valid for a minimum period of 6 months from the date of its submission to ESA Space Solutions Centre Ireland;
- The cover letter shall be referenced and dated;
- It shall provide the name, address, fax- and telephone number of the Applicant to whom all communications relating to the Call for proposal shall be addressed;
- It shall provide a clear statement of compliance with the requirements set out in this Call;
- It shall provide a clear statement that the draft Contract has been read, understood and accepted;
- The price for the execution of the activity proposed;
- The cover letter shall be signed by the legal representative.

2. Executive Summary

The Applicant is asked to produce an executive summary. The executive summary for accepted proposals may be published openly by the Agency. The executive summary shall cover the following aspects, in maximum one page:

2.1 Descriptive Title

Provide an easily understandable title explaining the purpose of the project (e.g Lightweight X-Ray Device for Cleaning Industry).

2.2 Technology Market Area as defined on the Technology Forum Web-Site

Indicate the technology market area of the proposed transfer as defined on the Technology Transfer Web-Site.

2.3 Key Words

Provide meta tags suitable for database searches (e.g Rosetta, X-Ray, cleaning, sensor, lightweight).

2.4 Technology Transfer Opportunity

Provide the following descriptions:

- (a) The space origin/heritage of the technology that has been developed
- (b) The key technology development that has been made to date, including any intellectual property.
- (c) The non-space technology/market opportunity including any potential customer relationships.
- (d) Why the technology under development may provide advantage for the non-space application.
- (e) Description of the technological step to be made during the implementation of the Transfer Demonstrator project.
- (f) Resources to be provided by the contractor to support the creation of the Transfer Demonstrator.

3. Full Proposal for Transfer Demonstrator

The proposal shall cover the following aspects; it shall not be longer than 10 pages, excluding cover letter and annexes.

3.1 Description of the Space Technology Heritage

Please provide the following description

- (a) The space origin/heritage of the technology that has been developed
- (b) The key technology development that has been made to date, including any intellectual property.
- (c) The Technology Readiness Level reached for space application

3.2 Work previously performed for the proposed Technology Transfer

Describe any work that has already been performed towards the transfer of the technology. Enter as appropriate:

- (a) Status of technology development for the potential application
- (b) Technology Readiness Level for the non-space application(s)
- (c) The non-space technology/market opportunity including any potential customer relationships.
- (d) Why the technology under development may provide advantage for the non-space application
- (e) Report on any feasibility studies undertaken
- (f) Barriers identified and problems required to be overcome
- (g) Funding/support provided and by whom

3.3 Intellectual Property

Provide information regarding the intellectual property related to the proposed technology transfer.

- (a) Overview of the intellectual property position in the technology/market being addressed.
- (b) Detail any intellectual property that has been formally protected and expectations for further protection during this work. In case your proposal applies ESA patented technology, please make reference to the number of the relevant ESA patent.

3.4 Details on the work to be undertaken for the Transfer Demonstrator

Detail the work expected as part of the transfer Demonstrator. It shall cover the following aspects:

- (a) The technological step to be made during the implementation of the Transfer Demonstrator project.
- (b) The target Technology Readiness Level for the Transfer Demonstrator.
- (c) Provide a project plan including milestones and Gantt chart.
- (d) Provide work-package descriptions with cost breakdown. Please make sure to also allocate part of the budget for the Final Presentation of the project results in ESA-ESTEC or a related event (within the ESA Member States).
- (e) Describe the key technical risk and the mitigation required.
- (f) Provide details of the experience of key personnel within and out with your organization who will be undertaking this work.
- (g) Resources to be provided by the contractor to support the creation of the Transfer Demonstrator.

3.5 Expected follow-up of the Transfer Demonstrator

This sub-section is meant to provide ESA Space Solutions Centre Ireland with what the applicant expects to happen after the Demonstrator project is successfully completed.

- (a) Explanation of what needs to be achieved beyond the Transfer Demonstrator to bring the technology to market.
- (b) Explanation of what kind of industrial, marketing and financial set-up is expected to be required to bring the technology to market.

4. Additional Information

The Applicant may provide additional information, if they deem it relevant. When submitting the proposals, Applicants will be required to submit an electronic signed version in order to facilitate the distribution of the proposals to the Evaluation Board.

Section III. Formal Requirements, Evaluation Process and Criteria

Section III of this Call is meant to inform Applicants of the selection process and criteria.

A. Formal requirements

In order for the Applicant's proposal to be accepted by ESA Space Solutions Centre Ireland for evaluation, the requirements listed below need to be fulfilled.

- The requirements for the proposal's cover letter as set out in Section II B.1 shall be fulfilled;
- The Applicant's proposed transfer is based on a transfer of space technology to, and/or utilization of a space system in a non-space environment;
- The non-space application foreseen shall not promote activities, or be related to the military, alcohol, tobacco, religion, politics, intolerance, violence, firearms, pornography, obscenity, gambling or illegal drugs;
- The Applicant shall be able to communicate fluently in the English language;
- The Applicant must be an entity registered and established in any ESA Member State.

B. Evaluation process

Until further notice by ESA Space Solutions Centre Ireland, Applicants are invited to submit their proposals to this Call any time before the deadline specified in the ESA Space Solutions Centre Ireland website www.esaspacesolutions.ie

Upon receipt of the proposal, the Evaluation Board consisting of ESA, ESA Space Solutions Centre Ireland and stakeholders and/or experts shall assess the admissibility of the Applicant's proposal and judge the idea against the criteria listed under **C**. The proposal is only admitted for further evaluation if all formal requirements (See **A** above) have been met and if marked above 60. If this is not the case the application shall be rejected and the Applicant will be so informed, in writing.

The proposals with the highest marks, if above 60, will be selected.

Upon receiving notice that the application has been unsuccessful the Applicant may request ESA Space Solutions Centre Ireland to advise them orally of the reasons why the application was unsuccessful.

The decision on the result of the application will be without appeal, and ESA Space Solutions Centre Ireland will not enter into correspondence on the reasons for the decision.

This outcome of the evaluation board should not be construed as to prevent the Applicant from submitting a renewed application.

C. Evaluation criteria

The proposal shall be evaluated against the criteria and weighting factors, below:

1. **Current Development Status** – has the space technology been developed sufficiently for a technology transfer to a non-space application. It is necessary to look both in the TRL in space and the approximate for non-space. High TRL level in space is expected. (15%)
2. **Attractiveness of Non-Space Market** – an estimate of the size of technology's final application/market and its potential value in commercial or societal terms. Credibility of the potential access to market will be assessed. (20%)
3. **Novelty and Intellectual Property** – the novelty of the technology in its non-space application and the consequent competitive advantage. The current status of the IPRs and the potential protection of the results. (20%)
4. **Project Feasibility** - An estimate of the likelihood of the Technical Demonstrator achieving its technical objectives in the stated budget and a successful transfer in a reasonable time-frame. Compliance with the time frame proposed in the call. (20%)
5. **The need for a Technical Demonstrator** - the likelihood and expected timing for the technical demonstrator to lead to the engagement of customers with the expected timing and the need of financial support by the Agency. (25%)

Section IV. Draft Contract

Between:

ESA Space Solutions Centre Ireland
Tyndall National Institute
Lee Maltings Complex
Dyke Parade
Cork

(hereinafter referred to as ESA Space Solutions Centre Ireland)
located at *Cork, Ireland*

represented by *[INSERT NAME]*

and

[INSERT NAME OF THE ENTITY]
(hereinafter referred to as “the Contractor”)
located at *[INSERT PLACE]*

represented by *[INSERT NAME]*, its *[INSERT TITLE]*

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

PREAMBLE

1. WHEREAS ESA Space Solutions Centre Ireland acts as a broker of the European Space Agency in the field of technology transfer from space;
2. WHEREAS the European Space Agency currently undertakes an initiative to encourage, by means of technology transfer and incubation, the utilization of space technology for general non-space industrial, scientific and commercial uses;
3. WHEREAS Tyndall National Institute is the leader of a Consortium of Tyndall National Institute, Athlone Institute of Technology, Maynooth University and the Irish Maritime and Energy Resource Cluster which is tasked by the European Space Agency with the execution of ESA Space Solutions Centre Ireland;
4. WHEREAS ESA Space Solutions Centre Ireland has been tasked by the European Space Agency to set-up, administer and implement an Open Call for Technology Transfer Demonstrators in Ireland;
5. WHEREAS this Call will allow both space and non-space organizations to submit proposals for Transfer Demonstrators in order to determine and eliminate any technical risk particular to the new terrestrial application,

the following has been agreed:

ARTICLE 1: DEFINITIONS, SCOPE, BASELINE AND FUNDING

1.1 DEFINITIONS

“ACTIVITY” shall mean carrying out the Demonstrator project based on the proposal submitted to ESA Space Solutions Centre Ireland.

“AGENCY” shall mean the European Space Agency.

“CONFIDENTIAL INFORMATION” shall mean any proprietary information, documentation or data of personal or technical nature, including but not limited to any ideas, know-how, concept, designs, drawings and specifications, whether in written, electronic, photographic and/or other forms disclosed by the Disclosing Party to the Receiving Party, pursuant to this Agreement.

“CONTRACT” shall mean the present contract.

“CONTRACT TERM” shall be the period between the commencement date and the date of termination of the contract.

“DELIVERABLES” shall have the meaning set out in Article 3.2.

“DISCLOSING PARTY” shall mean the Party disclosing Confidential Information.

“EXECUTIVE SUMMARY” shall concisely summarise the findings of the Demonstrator project. It shall not contain any Confidential Information. The Executive Summary shall not exceed one (1) page of text with coloured illustrations or photographs, if appropriate.

“INTELLECTUAL PROPERTY RIGHTS” shall mean all registered intellectual property rights and unregistered intellectual property rights granted by law including all patents, trademarks, copyrights, design rights, database rights, topography rights, know-how and trade secrets or equivalent rights or rights of action anywhere in the world.

“MONTHLY PROGRESS REPORT” shall mean a report detailing the work carried out by the Applicant as part of the Activity in the previous month.

“OPEN CALL” or “THE CALL” shall mean the instrument by which proposals for Technology Transfer Demonstrators are submitted to ESA Space Solutions Centre Ireland.

“RECEIVING PARTY” shall mean the Party receiving Confidential Information.

“THIRD PARTY” shall mean any person or entity other than the Parties to this Contract or their personnel as well as the Agency and the Originator.

1.2 SCOPE

The scope of this Contract sets forth the terms and conditions governing the relationship and the undertakings of the Parties with regard to the Activity.

1.3 BASELINE

The Parties shall perform their undertakings for the Activity in accordance with the following documents listed in order of precedence:

- The present Contract;
- The Minutes of Meeting with *ref: [...] dated [...]*, not attached hereto but known to both Parties;
- The Applicant's proposal *ref: [...] dated [...]*, not attached hereto but known to both Parties.

ARTICLE 2: PRICE

2.1 PRICE OF THE CONTRACT

The total price of this Contract amounts to:

€ [...]

([...] EURO).

2.2 TYPE OF PRICE

The price type of the present Contract is stated to be of a firm fixed type, i.e. it is not subject to any price adjustment or revision by reason of the actual costs incurred by the Applicant in the performance of the Contract.

2.3 PAYMENT PLAN

2.3.1 ESA Space Solutions Centre Ireland may authorise the payment of an advance payment in connection with this Contract.

2.3.2 Advance payments are not final payments and shall be deducted from the sums due to the Applicant under this Contract.

2.3.3 The applicant shall be allowed to claim final settlement when all their obligations under this Contract have been fulfilled. The final payment is due by ESA Space Solutions Centre Ireland upon:

- (a) receipt by ESA Space Solutions Centre Ireland of the relevant invoice(s) from the Applicant; and
- (b) certification by ESA Space Solutions Centre Ireland of the satisfactory completion of the Activity under this Contract.

2.3.4 Unless otherwise provided for in this Contract, a period of 30 (thirty) days shall be granted to ESA Space Solutions Centre Ireland for the execution of the final payment.

2.3.5 ESA Space Solutions Centre Ireland shall make the following payments:

MILESTONE DESCRIPTION	SCHEDULE DATES	AMOUNT	IN EURO
ADVANCE: upon signature of this Contract by both Parties [max 50%]	<u>TBD</u>	<u>TBD</u>	
FINAL: upon acceptance by ESA Space Solutions Centre Ireland of all deliverable documentation under this Contract [min 50%]	<u>TBD</u>	<u>TBD</u>	

ARTICLE 3: OBLIGATIONS AND DELIVERABLES OF THE APPLICANT

3.1 OBLIGATIONS

The Applicant shall carry out the Transfer Demonstrator project. The Transfer Demonstrator project shall cover at least all items exposed in the Applicant's proposal on the basis of which the applicant was selected through the Open Call.

3.2 DELIVERABLES

The Applicant shall deliver the items mentioned below, as part of the Activity in accordance to the following provisions.

3.2.1 Monthly progress report

Every month, the Applicant shall deliver by email to ESA Space Solutions Centre Ireland, a progress report.

3.2.2 Demonstrator final report and Executive Summary

A draft version of the Transfer Demonstrator and Executive Summary carried out under the Activity shall be submitted electronically to ESA Space Solutions Centre Ireland 15 (fifteen) days prior to the Contract Term.

At the Contract Term, the Applicant shall deliver to ESA Space Solutions Centre Ireland the Transfer Demonstrator report as well as the Executive Summary in electronic version (.doc and .pdf) and 3 (three) paper originals.

3.3 MEETINGS

The Applicant may be required to attend a Final Review meeting to be held at ESA/ESTEC or an alternative location in the ESA Member States.

ARTICLE 4: COMMUNICATIONS AND KEY PERSONNEL

4.1 COMMUNICATIONS

4.1.1 All correspondence affecting the terms and conditions of this Contract and concerning its execution shall be made or confirmed in writing. All communications or correspondence between the Parties shall be in English.

4.1.2 All correspondence for either Party shall be sent to the representative of each Party indicated in Articles 4.3 and 4.4.

4.1.3 For the purpose of this Contract ESA Space Solutions Centre Ireland representatives are:

(a) For technical matters:

Mr.

E-mail:

Tel.:

Fax.:

or a person duly authorized by him/her.

(b) For administrative matters:

[insert name]

E-mail:

Tel.:

Fax.:

or a person duly authorized by him/her.

4.1.4 For the purpose of this Contract, the Applicant’s representatives are:

(a) For technical matters:

[insert name] E-mail:
Tel.:
Fax.:

or a person duly authorized by him/her.

(b) For administrative matters:

[insert name] E-mail:
Tel.:
Fax.:

or a person duly authorized by him/her.

4.2 KEY PERSONNEL

4.2.1 The work shall be executed by the key personnel nominated in the Applicant’s proposal.

4.2.2 Any replacement to other tasks of such key personnel, to the extent that they are not available as foreseen in the Applicant’s proposal, requires the prior written approval of the ESA Space Solutions Centre Ireland representative as mentioned in Article 4.1. Appropriate requests shall be accompanied by a justification for the proposed change and by a comprehensive CV of the new key personnel proposed.

ARTICLE 5: LIABILITY

5.1 LIMITATION OF LIABILITY

- 5.1.1 If a party infringes any existing and/or future national, communal or provincial laws or decrees, rules or regulations in force in [name of country] or in any other country whatsoever, the other party shall not be held responsible for it.
- 5.1.2 Each Party shall indemnify the other Party from and against all claims, damages, costs and expenses arising out of any infringement of either Party's obligations under this Contract.
- 5.1.3 Subject to Article 5.2.3, the liability of one Party towards the other under or in connection with this Contract whether arising from negligence, breach of contract or any other obligation or duty shall not exceed, an amount equivalent to EURO [*amount to be specified*], per event or series of connected events.

5.2 INDIRECT OR CONSEQUENTIAL DAMAGES

- 5.2.1 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.
- 5.2.2 The Parties shall in no circumstances be liable for loss of profit, whether direct or indirect.
- 5.2.3 Neither Party excludes its liability to the other Party for:
- (a) death or personal injury caused by its negligence or that of its employees or agents;
 - (b) fraud, including fraudulent misrepresentations; and
 - (c) liability under Article 6.

ARTICLE 6: CONFIDENTIALITY, USE OF INFORMATION AND PUBLICITY

6.1 CONFIDENTIALITY AND USE OF INFORMATION

6.1.1 The contents of this Contract constitute confidential information.

6.1.2 It is understood and fully agreed by the Parties that the use of any information provided by one Party to the other Party under this Contract is strictly limited to the scope and purpose of this Activity.

6.1.3 Upon the end of the Contract Term, or [earlier termination or cancellation] of this Contract in accordance with Article 8, the receiving Party shall promptly return to the Disclosing Party or otherwise certify the destruction of all Confidential Information, including all Deliverables provided by the applicant to ESA Space Solutions Centre Ireland.

6.2 PUBLICITY

6.2.1 For the purpose of this Contract, the applicant shall not produce or disseminate any form of communication material, press releases or other publicity documents, including the Applicant's advertising and news bulletins, which refer to the Activity under this Contract, ESA Space Solutions Centre Ireland or/and the Agency or any aspect of their activities, or permit any Third Party to do so, without the prior written consent of ESA Space Solutions Centre Ireland or/and the Agency's contractual representative or their duly authorised representative.

6.2.2 The applicant shall not use the logo of ESA Space Solutions Centre Ireland or/and the official emblem of the Agency or any other logo or trademark they may own without the prior written consent of ESA Space Solutions Centre Ireland or/and the Agency's contractual representative or his duly authorised representative.

ARTICLE 7: APPLICABLE LAW AND DISPUTE SETTLEMENT

7.1 APPLICABLE LAW

This Contract shall be governed by the laws of Ireland.

7.2 ARBITRATION / DISPUTE SETTLEMENT

The arbitration proceeding will take place in [city].

ARTICLE 8: ENTRY INTO FORCE, TERMINATION AND MODIFICATIONS

8.1 ENTRY INTO FORCE

This Contract shall enter into force upon signature by the legal representatives of both Parties and shall continue in force until [insert date] (“Contract Term”), unless it is cancelled or otherwise terminated in accordance with Article 8.2.

8.2 TERMINATION

8.2.1 Each Party reserves the right to terminate this Contract, with immediate effect, in the event that the other Party fails to fulfil its undertakings under this Contract.

8.2.2 In no event shall termination of this Contract imply any payment or reimbursement of the cost incurred by either Party prior to termination, nor of any damages. Termination of this Contract shall not affect the Parties’ continuing rights and obligations under this Contract, Article 6 (Confidentiality, Use of Information and Publicity) in particular.

8.3 MODIFICATIONS

At the request of either Party, the modalities outlined in this Contract may be modified in writing by mutual consent. Such modification shall enter into force and have immediate effect at the date of signature by the legal representatives of both Parties.