



## PURCHASE ORDER

Noordwijk ,

To be Populated

Purchase Order N. **To be populated**

Please mention this order number on all correspondence, shipments, packing lists, and invoices.

Supplier Reference: To be populated

Please furnish the goods or services described below:

Currency: EUR

Nr.	Code	Description of Articles	Quantity	Price	Item Discount	Total Price
1		1 NAME OF THE ACTIVITY in accordance with SoW ref. xxxx in Appendix XXXX	0.00	0.00	0.00	0.00
<b>Total Discount:</b>				0.00 %		0.00
<b>Freight Charge:</b>						0.00
<b>Grand Total:</b>						0.00

### VAT

ESA HAS NO VAT NUMBER. Please apply VAT if and as required by your local law. For those countries where it is applicable the EU ' VAT and excise duty exemption certificate ' is attached to this order.

Above price does n o t include V.A.T.

### DELIVERY ADDRESS AND CONDITIONS

**Delivery address:** ESTEC; Keplerlaan 1; 2201 AZ Noordwijk ZH - The Netherlands;  
**AGREEMENT PERIOD:** TBD

### PAYMENT TERMS AND INVOICING CONDITIONS

**Invoicing:** Invoicing: in accordance with the Payment Plan as specified in Appendix I hereto. ...

Invoices shall be submitted via email as attachments (formats: PDF of JPEG) to:



cir.unit.estec.finance@esa.int (ESA/ESTEC, NL)

Payment: As established in Art. 13 of ESA General Purchase Conditions.

## SPECIAL PURCHASE CONDITIONS

### 1. ORDER OF PRECEDENCE (Modification to ESA General Purchase Conditions – Art. 1)

1.1. The following documents, listed in order of precedence in case of conflict, shall constitute the entire agreement between the supplier and ESA:

- 1) This Purchase Order and its Appendix I (Payment Plan) [as stipulated in the SoW];
- 2) Special Purchase Conditions [this section];
- 3) ESA General Purchase Conditions;
- 4) The Statement Of Work issue X, revision X, dated xx/xx/xxxx, attached hereto as Appendix XXX;
- 5) The Supplier's offer ref. xxx dated xx/xx/xxxx (the Supplier's General Terms and Conditions excluded), attached hereto as Appendix XXX.

### 2. INTELLECTUAL PROPERTY RIGHTS (Addition to ESA General Purchase Conditions - Art. 14)

The Supplier (Artist) shall be the owner of all IPR generated under the Purchase Order and shall grant the Agency and the Science Gallery Rotterdam, the non-exclusive, royalty-free, world-wide, irrevocable, right to use, copy, record, display, adapt, modify, arrange, create derivative work, publish, distribute, perform, broadcast, or otherwise use or exploit, the Artwork(s) that are the outcome of this residency. The supplier grants ESA and its partners permanent permission to publish the residency outcomes via any channel at any time on a non-profit basis for the purpose of promoting the residency, with proper credit and without remuneration."

### 3. USE OF ESA LOGO (Addition to ESA General Purchase Conditions - Art. 24)

3.1 The Agency grants the Supplier the right to use the name and logo of the Agency for purpose of the present Purchase Order, subject to the following conditions:

- a) The Supplier shall ensure that the name and logo of ESA shall not be used or associated in any communication event or advertisement campaign, which includes any military, alcohol, tobacco, religion, politics, intolerance, violence, firearms, pornography, obscenity, gambling or illegal drugs related products.
- b) The Agency reserves the right to revoke the Supplier's right to use the Agency's name and logo at all times.
- c) The use of the Agency's name and logo by the Supplier for the Purpose shall be subject to final approval by Agency's Communications Department prior to publication. Any changes afterwards shall be reported.
- d) No use of the Agency's name and logo for any purpose other than the Purpose shall be allowed without the prior written agreement from the Agency's Communications Department.

**Technical Contact Point:** To be populated

**Commercial Contact Point:** To be populated



**Invoicing via email to:**  
To be populated

\_\_\_\_\_  
ESA Signature

\_\_\_\_\_  
Supplier Signature

\_\_\_\_\_  
Date



## GENERAL PURCHASE CONDITIONS (the “GPC”) of the European Space Agency (“ESA” or the “Agency”)

### 1. AGREEMENT

- 1.1. The following documents, listed in order of precedence in case of conflict, shall constitute the entire agreement between the supplier and ESA: (a) the purchase order, including all of its appendices; (b) GPC; (c) request for quotation documents; (d) the supplier's offer.
- 1.2. No amendments to the agreement shall be effective until accepted in writing by ESA.

### 2. CORRESPONDENCE

All correspondence documents and parcels relating to this order must bear ESA's purchase order number.

### 3. LANGUAGE

The English language shall be binding and the controlling language for all matters relating to the meaning and interpretation of the purchase order. In the event of inconsistency between any terms of this GPC and the purchase order executed in another language, the English language meaning shall prevail.

### 4. ACCEPTANCE OF THE PURCHASE ORDER AND ENTRY INTO FORCE

- 4.1. A purchase order is accepted by the supplier when countersigning and returning it to ESA within fourteen (14) calendar days following the receipt of the purchase order (the “Acceptance Period”). The order becomes effective on the day on which the supplier has countersigned it.
- 4.2. ESA reserves its right to cancel the purchase order in case of failure to accept the purchase order within the Acceptance Period.
- 4.3. In the event of a lack of acceptance of the purchase order in accordance with subparagraph 4.1 above, the delivery of the goods or services subject of the purchase order will constitute an implicit and binding acceptance of all the conditions therein stated.

### 5. DELIVERY AND INSPECTION

- 5.1. The supplier shall deliver the goods or provide the services to the address specified in the purchase order (the “Place of Delivery”).
- 5.2. All deliveries shall be made within the delivery dates specified in the purchase order. The supplier shall immediately notify ESA in writing of any circumstances which may lead to the delay in the delivery.
- 5.3. Unless otherwise agreed, the goods shall be delivered DDP (Incoterms® 2020) to the Place of Delivery.
- 5.4. Unless otherwise agreed by the parties, ESA shall have a right to inspect conformity of the goods or the services with the purchase order within thirty (30) calendar days after receipt of the goods or the services. In case of nonconformity of the goods or the services ESA is entitled to reject the goods or the services and to either require repair or accept replacement of nonconforming goods or the services at no increase in price or, if it is ascertained that the replacement can only be effected with a delay in delivery, ESA is entitled to cancel the order wholly or in part without granting a time of notice and without being liable to pay any compensation of any kind to the supplier. Failure to reject the goods or the services within 30 calendar days shall be deemed as acceptance.

### 6. PENALTY

A penalty for failure to comply with the delivery dates shall only be applicable if defined in the purchase order. The maximum contractual penalty shall not exceed 10% of the purchase order value.

### 7. PACKING

- 7.1. The supplier shall provide such packing of the goods as it is required to prevent their damage or deterioration during transportation and subsequent storage. When the goods are to be delivered in separate packages they have to be numbered consecutively. The packing shall contain marking in accordance with the purchase order and applicable laws and requirements of the carrier. In particular, the packing shall be marked with the ESA purchase order number and gross and net weight in kilograms.
- 7.2. Material and products used by the Contractor for wrapping and transport shall be non-returnable and deemed included in the price.
- 7.3. All packing and transport charges and insurance costs if any, as well as transit handling costs and transport fees of agents employed at the Place of Delivery or elsewhere, shall be deemed included in the price.

### 8. EXPORT LICENCES

The supplier shall timely obtain any export licences required for the goods.

### 9. OWNERSHIP

The supplier represents and warrants that it has title to the goods and is fully qualified to sell, lease, or license such goods. Title to all goods furnished hereunder shall be transferred free and clear of all liens, claims, security interests or other encumbrances when title thereto passes to ESA. Title to the goods will pass to ESA upon the acceptance.

### 10. WARRANTY

- 10.1. The supplier warrants that all goods delivered under the purchase order are: (a) free from defects in workmanship and materials; (b) fit and sufficient for the purposes intended; and (c) in accordance with, and be equal in all respects to, the samples, patterns, drawings and specifications stipulated in the purchase order.
- Where no samples or patterns are provided or specifications mentioned, the goods delivered shall be of the best quality and workmanship and the decision of ESA thereon will be binding and conclusive.
- 10.2. The supplier's warranty obligations for the goods delivered under the purchase order shall also cover the cost incurred by the Contractor of removal, replacement or repair at the supplier's option.
- 10.3. The warranty for the goods shall be counted from the date of acceptance by ESA and shall be the longer of: (i) specific warranty period established in the order; (ii) manufacturer's warranty period; (iii) warranty period implied by the law.

### 11. PRICES

Unless otherwise specified, all prices specified in the purchase order are firm and fixed. No price increase shall be allowed unless agreed in writing by ESA.

### 12. LOCAL TAXES, DUTIES AND IMMUNITIES

- 12.1. The supplier shall take all necessary steps in order to facilitate ESA's exemption from taxes and customs duties resulting from its Convention. The supplier shall do so:
- (a) by carrying out all necessary formalities in order to bring about the exemption from taxes and duties, which might otherwise be levied on the expenses he will incur, before he submits the invoice to ESA;
- (b) by complying with all necessary formalities in order that ESA itself may be exempt from paying such taxes and duties, or in order that if they are paid ESA may claim reimbursement from the State which levied them;
- (c) by indicating separately in the invoices any amount for taxes and duties.
- For this purpose the supplier shall comply with the instruction given to him by ESA and provide in due time the information which ESA requires.
- 12.2. Nothing in or relating to the purchase order shall be deemed as a waiver of any privileges and immunities which are accorded to ESA by ESA Convention.



### 13. INVOICING AND PAYMENT

- 13.1. The supplier shall submit electronically the invoice in digital format to the ESA's Finance entity of payments as specified in the purchase order and according to the invoicing schedule stipulated therein.
- 13.2. Payments shall be executed within 30 calendar days via bank transfer after all of the following three conditions have been fulfilled:
- (i) signature by both parties of the purchase order and its receipt by ESA. This condition may be considered waived by the Agency should the situation as described in subparagraph 4.3 above have occurred;
  - (ii) receipt and acceptance by ESA of the goods or services subject of the purchase order;
  - (iii) receipt of the invoice in digital format as specified above.
- 13.3. In case of defects of the goods or the services, ESA shall be entitled to retain payment until the defect has been remedied.

### 14. INTELLECTUAL PROPERTY RIGHTS

The supplier guarantees that no intellectual property rights of third parties are infringed with respect to the goods supplied under this purchase order. The supplier shall indemnify ESA from and against all claims, proceedings, damages, costs and expenses arising from infringement or alleged infringement of any intellectual property right of third parties with respect to the goods supplied under this purchase order. This obligation does not extend to infringements resulting from the use of documents, patterns, drawings or goods supplied by ESA for the implementation of the work under this purchase order.

### 15. CONFIDENTIALITY

- 15.1. Any information received from the Agency and/or third parties related to this order shall be considered as confidential, and therefore shall not at any time, except if duly agreed in writing by the Agency, be disclosed or used for any other purpose than for the correct execution of the present purchase order and in any case shall not be used against the interests of the Agency.
- 15.2. The obligations laid down above shall also continue after the termination of the purchase order for whatever reason as the case may be.

### 16. PRESENCE ON SITE AND SAFETY

- 16.1. For the purchase orders that include works or services to be performed on ESA site, the supplier must provide all labour and insurance documentation required by the national law before the starting date and conform with the local site health, safety and security rules. The supplier shall further ensure compliance to the ESA security policy as per ESA Security Directives (available on [http://www.esa.int/About\\_Us/Law\\_at\\_ESA/Highlights\\_of\\_ESA\\_rules\\_and\\_regulations](http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations)) throughout the execution of the work or services.
- 16.2. The supplier shall ensure that any person sent to perform work or services on an ESA site has gone through a basic security screening consisting as a minimum of:
- verification of authenticity of identity and certificates;
  - self-certification of non-conviction and good conduct.
- Such information shall remain available for audit at the supplier's premises.
- 16.3. The supplier shall provide and thereafter maintain:
- a) insurance against all risks in respect of its property and any equipment used for the execution of the purchase order;
  - b) all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the purchase order;
  - c) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under the purchase order or the operation of any vehicles or other equipment owned or leased by the supplier or its agents, servants, employees or sub-contractors performing work or services in connection with the purchase order.

### 17. INDEMNIFICATION

The supplier shall indemnify, hold harmless and defend the Agency from all claims, damages, losses, liability of any nature or kind and expenses (including legal fees and expenses) arising out of acts or omissions of the supplier, or the supplier's employees, officers, agents or sub-contractors, in the performance of the purchase order.

### 18. NO AUTOMATIC RENEWAL

Services, subscriptions, and in general all agreements where a start date and an end date are declared, or where a limited period of time is agreed upon for the provision of the ordered services and/or goods, will be provided by the Supplier solely for the period stated on the purchase order form. An automatic renewal is hereby explicitly excluded.

### 19. TERMINATION

ESA may terminate the purchase order, or any part thereof, for fault in the event of any default by the supplier, or if the supplier fails to comply with any purchase order terms and conditions, or fails to provide ESA, upon request, with adequate assurances of future performance. In the event of termination for fault, ESA shall not be liable to the supplier for any amount for the goods or the services not accepted, and the supplier shall be liable to ESA for any and all rights and remedies ESA may be entitled to.

### 20. SEVERABILITY

If, at any time, any provision of this GPC is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

### 21. LAW

- 21.1. The purchase order shall be governed by and construed in accordance with the GPC. The relevant provisions of the law of the country in which the purchase order is received shall apply supplementary in all matters not specifically covered by the purchase order or by the GPC, or for the interpretation of a provision of the purchase order when such is ambiguous or unclear and not specifically covered by the GPC.
- 21.2. The supplier's conditions of sale shall not apply to the purchase order.
- 21.3. The United Nations Convention on Contracts for the International Sale Of Goods of 1980 shall not apply to the purchase order.

### 22. DISPUTE RESOLUTION

- 22.1. The parties shall use their best effort to amicably settle all disputes arising out of or in connection with the purchase order. Upon failure of reaching an amicable settlement the dispute may be submitted to arbitration as per sub-paragraph 22.2 below.
- 22.2. All disputes arising out of or in connection with the purchase order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The Arbitration Tribunal shall have its seat in the country where the goods are to be delivered. Arbitration proceedings shall be conducted in English unless otherwise agreed between the parties. The award shall be final, conclusive and binding on the parties; no appeal shall lie against it. The enforcement of the award shall be governed by the rules of procedure in force in the state/country in which it is to be executed.

### 23. SUSTAINABILITY

The supplier represents and warrants that it is in compliance with all applicable laws, rules and regulations of public authorities of any jurisdiction in which work shall be performed under the purchase order. The supplier agrees to perform work under the purchase order with the highest ethical and responsible standards of behaviour, having due regard to environmental protection, sustainable development, bribery, corruption, social and labour law.



#### 24. DISSEMINATION OF INFORMATION RELATING TO THE SUBJECT OF THIS PURCHASE ORDER AND USE OF ESA LOGOTYPE

Unless otherwise provided for in writing by ESA, the supplier is authorised to disclose to the public information regarding work carried out for the European Space Agency in relevant publications, by adding the following disclaimer : "The view expressed herein can in no way be taken to reflect the official opinion of ESA".

ESA holds a protection on the denomination "European Space Agency" and on the acronym ESA alone and in association with a Logotype under Article 6ter of the 'Paris Convention for the Protection of Industrial Property' and is also the owner of a certain number of applications and registrations for the trade mark ESA consisting of the ESA Name and Logotype. The use and reproduction of the ESA logotype is forbidden and requires the prior written authorisation by ESA.

#### 25. PERSONAL DATA PROTECTION

The work performed under this Purchase Order does not foresee processing of personal data, unless otherwise stipulated in the Purchase Order, except for the exchange of contact details of the representatives of the Parties for the purpose of the management of the relationship of the Parties in relation to this Purchase order.

With respect to such personal data, the Parties will act as separate Data Controllers and will handle it in accordance with:

(i) The ESA Personal Data Protection Framework of ESA available on the ESA website at the URL:

[http://www.esa.int/About\\_Us/Law\\_at\\_ESA/Highlights\\_of\\_ESA\\_rules\\_and\\_regulations](http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations)

(ii) The Personal Data protection laws and regulations applicable to the Suppliers to the extent that these laws and regulations provide an Adequate Level of Protection under the ESA PDP Framework.

#### 26. FRAUD

Special attention is drawn to the Policy on the Prevention, Detection and Investigation of Fraud ESA/ADMIN/IPOL-LEGI(2021)1. The aim of the Policy is to give a structured framework to the current practice by the Agency of investigating potential cases of Fraud through investigation teams set up on an ad hoc basis. It is required that you read the Policy and that you inform your personnel about the Policy. It is mandatory that you cooperate with the investigation teams, if so required.

The Policy on the Prevention, Detection and Investigation of Fraud is available at: [http://www.esa.int/About\\_Us/Law\\_at\\_ESA/Highlights\\_of\\_ESA\\_rules\\_and\\_regulations](http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations)