

**Local Organiser
Agreement
CASSINI Space Camps
2025**

THIS SERVICE AGREEMENT dated _____ (hereinafter referred to as the “**Agreement**”)

BETWEEN

the contracting party

SpaceTec Partners SRL, a company organised and existing under the laws of Belgium, with its head office at:

Avenue Louise 89, 1050 Brussels, Belgium (hereinafter jointly referred to as the “**Coordinator**”)

AND

the subcontractor

_____, a company organised and existing under the laws of _____, with its head office located at:

(hereinafter referred to as the “**Local Organiser**”)

(each referred to as a “**Party**”, collectively referred to as the “**Parties**”)

HAS BEEN CONCLUDED, following the “Call for Local Organisers for the CASSINI Space Camps 2025 between June – August 2025” as described in the “Application Guide for Local Organisers” (Annex 1) that has been issued by the Coordinator; the “Application Template” (Annex 2), the “Budget Template” (Annex 3) and the “Curricula Template” (Annex 4) that have been submitted by the Local Organiser.

WHEREAS the Coordinator has been contracted by the European Union, represented by the European Commission, and the European Union Agency for the Space Programme (hereinafter referred to as the “Contracting Party” for the implementation of the “CASSINI Space Camps 2025”.

WHEREAS the Coordinator will implement, manage and coordinate the CASSINI Space Camps 2025 event from June to August 2025, for which the Coordinator will select and work with up to ten local organisers, that each will implement and host a local camp within the overall CASSINI Space Camps event.

WHEREAS the Coordinator has issued an open call for local organisers for the CASSINI Space Camps 2025 that accepted applications until 28 February 2025; the Local Organiser has submitted a valid application to implement and host a local space camp in _____; the Coordinator has, following the evaluation process, selected the Local Organiser to host the local camp in _____ (hereinafter the “Local Camp”) as part of the CASSINI Space Camps 2025. The Local Camp will last _____ days in the time period from _____ to _____ (date of Local Camp).

THEREFORE the Coordinator and the Local Organiser have agreed as follows:

1. Services

The Local Organiser will provide Services to the Coordinator, as follows:

- 1.1. The Local Organiser will plan, prepare and run the Local Camp according to the terms and conditions of this Agreement. This includes but is not limited to the following activities:
 - 1.1.1. General event planning, preparation, execution and follow-up;
 - 1.1.2. Establish a list of subject matter experts and skilled trainers with experience in the topics of the training curriculum guideline provided by the Coordinator, and experience in the use of space-based and/or ICT technologies, and selecting from the list the persons to act as trainers for the duration of the Local Camp (the Trainers). The Local Organiser will verify their selection with the Coordinator;
 - 1.1.3. Establish a list of subject matter experts and skilled trainers with experience in the topics of the training curriculum guideline provided by the Coordinator, and experience in the use of space-based and/or ICT technologies, and selecting from the list the persons to act as trainers for the duration of the Local Camp (the Trainers). The Local Organiser will verify their selection with the Coordinator;
 - 1.1.4. Engaging into the necessary legal agreements with the Trainers in the Local Organiser's name and its sole responsibility for ensuring that the training activities at the Local Camp are conducted by them according to the requirements of this Agreement;
 - 1.1.5. The Local Organiser shall provide a proposal during the application to the Open Call, to adopt the training curriculum relevant to participants in the Local Camp, while taking into account the availability of tools to deliver the curriculum and facilitate access to Copernicus and/or EGNOS/Galileo data. A co-development approach of the comprehensive local training programme/ curriculum together with the Trainers shall be applied, whilst maintaining compliant with the training curriculum guideline provided by the Coordinator. Once this agreement comes into place, this proposal shall then be finalised and approved by the Contractor;
 - 1.1.6. Leveraging support from partners from the local ecosystem, including access to facilities for conducting the Local Camp and outsourcing experts, while maintaining full responsibility and accountability by the Local Organiser;
 - 1.1.7. Attracting, signing up and onboarding high-quality participants; the Local Organiser will use its best efforts to attract and engage a minimum of 20 and up to 35 participants (maximum) for the Local Camp. The Local Camp must have at least 20 participants. If the Local Organiser does not meet this minimum requirement, the Coordinator reserves the right to reduce the General Expense Budget as described under Section 2 of the Agreement;
 - 1.1.8. Organise the Local Camp logistically, including but not limited to the accommodating participants during the Camp, providing lodging and full nutritional coverage and hosting participants in an appropriate physical location during the day with all the services needed for their work;
 - 1.1.9. Organising the concluding final event of the Local Camp, that the participants prepare for in training submodules throughout the camp duration. Participants should solve real-life space challenges in teams and present their results at the final event. A diploma award ceremony should emphasise the competitive factor of the event;
 - 1.1.10. Conducting outreach and promotion activities under the Local Organiser's own responsibility, as well as with support of the Coordinator's plan for communication and promotion; this includes the Local Organiser tapping into the appropriate communities (e.g. schools, associations, public authorities) for reaching out to a wide range of potential participants;
 - 1.1.11. Answering questions from and engaging with participants, people interested in participating and other actors interested in the Local Camp;

- 1.1.12. Undertaking any additional promotion actions, in particular via existing channels and networks, that are needed to have a successful Local Camp, in accordance with the local media strategy that will be agreed upon with the Coordinator.
- 1.2. The Local Organiser will ensure proper coordination between the Local Camp and the CASSINI Space Camps event for integration of the Local Camp activities into the overall CASSINI Space Camp activities. This includes but is not limited to the following requirements:
 - 1.2.1. Ensure alignment of the Local Camp's programme with the overall CASSINI Space Camps training curricula guideline, which will be provided by the Coordinator;
 - 1.2.2. Use the online platforms, such as the website, and other common tools, that will be provided by the Coordinator;
 - 1.2.3. Include the European Commission's brand CASSINI and the EU Space Programme emblem, for purposes of uniform visual identity, on the dedicated Local Camp web page, as well as in the promotion, training content and other material to be produced;
 - 1.2.4. Applying the CASSINI Space Camps visual and brand identity consistently across all communications, channels and placements (online and print) about the Local Camp and according to the communication guidelines, that will be provided by the Coordinator;
 - 1.2.5. Inclusion of the European Commission's brand CASSINI and the EU Space Programme emblem, for purposes of uniform visual identity, does not in any way impact the applicable to the Contracting Party hold harmless clause and the risk allocation, liability and insurance scheme envisaged for Cassini Space Camp.
 - 1.3. The Local Organiser will ensure the safety and integrity of the Local Camp at the local level with the following measures:
 - 1.3.1. Duly obtain parental agreements for all legal minors participating in the Local Camp, covering inter alia the applicable safety measures and liability; agreements have to explicitly exclude liability and waive any related claim or recourse by minors and their legal guardians against the Coordinator, and the EU and all its legal bodies for damage caused by the Local Organiser. The Local Organiser must report to the Coordinator about the provision of this matter, and, without delay, present a list of participating minors and the agreements made upon Coordinator's request. In absence of the provision, the Local Organiser will not commence the Local Camp.
 - 1.3.2. The Local Organiser must ensure adequate insurance for every participants of the local camp, as required by national legislation and all applicable statutory regulations but in no case below industry standard and the requirements of this Agreement. Insurance coverage shall inter alia extend to participant accident insurance, professional liability insurance, general liability insurance, criminal liability insurance – the latter if relevant, given the applicable national legislation and any other relevant statutory regulation but in no case below industry standard and the requirements of this Agreement. The Local Organiser must provide evidence of insurance coverage to the Coordinator prior to the start of the Local Camp. In absence of the evidence, the Local Organiser will not commence the Local Camp.
 - 1.3.1. The Local Organiser must have in place adequate safety protocols, as required by national legislation any other relevant statutory regulation but in no case below industry standard and the requirements of this Agreement; the Local Organiser, must provide evidence of compliance with the safety protocols to the Coordinator without delay prior to the start of the Local Camp. In absence of the evidence, the Local Organiser will not commence the Local Camp.
 - 1.4. The Local Organiser shall contribute to a fair and unbiased selection of participants. This includes but is not limited to the following requirements:

- 1.4.1. The registration process for the participants in all Local Camps shall be conducted through the dedicated web page for CASSINI Space Camps; the Local Organiser shall not use any other registration platforms. The Coordinator will act as the Data Controller for this process, and the Local Organisers will act as the Data Processors, providing support for the application process;
 - 1.4.2. The selection of the registered participants for the Local Organiser's Local Camp is its sole responsibility;
 - 1.4.3. Participation in the Local Camp must be free and without charges;
- 1.5. The Local Organiser shall participate in the weekly coordination meetings with the Coordinator, follow up on actions from these meetings on a weekly basis and keep the overview of all actions and their current status up to date on a weekly basis about which the Local Organiser shall report to the Coordinator in the next following weekly meeting.
- 1.6. The Local Organiser shall comply with applicable data protection laws. This includes implementing appropriate data protection measures, particularly considering the need to collect and process personal data of minors;

2. Compensation

The Coordinator will provide the Local Organiser with a Support Package of a value of EUR **XX,XXX** in remuneration for its Services.

This Support Package consists of three components:

- 2.1. A General Expense Budget of EUR **XX,XXX** and to cover costs that are directly related to the delivery of the Services described under Section 1 of the Agreement. The General Expense Budget will be provided in cash to the Local Organiser, in accordance with the invoicing and payment conditions described under Section 4 of the Agreement.
- 2.2. If the Local Organiser does not meet the minimum requirement of 20 participants, the Coordinator reserves the right to reduce the General Expense Budget according to the following scheme:
 - 2.2.1. In case the Local Camp has 15 to 19 participants, the Coordinator can decide to reduce the General Expense Budget to 90% of the original value or EUR **XX,XXX**
 - 2.2.2. In case the Local Camp has 10 to 14 participants, the Coordinator can decide to reduce the General Expense Budget to 80% of the original value or EUR **XX,XXX**.
 - 2.2.3. In case the Local Camp has less than 10 participants, the Coordinator can decide to reduce the General Expense Budget to 70% of the original value or EUR **XX,XXX**.

All amounts expressed as being payable pursuant to this Agreement are exclusive of VAT.

3. Reporting

The Local Organiser must provide two written progress reports about its activities related to the organisation of the Local Camp and the allocation of the General Expense Budget.

- 3.1. The Interim Progress Report, which is due on T+1 month, is a forward-looking report that must contain an overview of the Local Organiser's activities.
- 3.2. The Final Progress Report, which is to be submitted after T+6 months and no later than 2 October 2025, is a backwards-looking report that must contain an overview of the Local Organiser's activities, as well as the use of the costs of the Local Organiser that are covered with the General Expense Budget. The Local Organiser must attach to the report all necessary documents for verification that the listed costs are actually incurred and directly related to the provision of the Services described under Section 1 of the Agreement. In addition, the Local Organiser must provide proof of the occurrence of the event, including photographic evidence, without revealing the identity of the participants.
- 3.3. In addition, the Local Organiser must proactively and without delay report in writing any problem, including anticipated problem, that affects or may likely affect its ability to provide the Services in accordance with the terms of the Agreement, to the Coordinator.

4. Invoicing and payment

- 4.1. The Coordinator will pay the General Expense Budget to the Local Organiser in two instalments.
 - 4.1.1. An advance payment of one-third of the general expense budget (between EUR 8,683 and EUR 14,467) will be paid out after the Agreement goes into effect.
 - 4.1.2. The remainder of the General Expense Budget will be paid out after the final progress report is submitted to the Coordinator until the last date stipulated under section 3 above and has been accepted by the Coordinator.
- 4.2. The Local Organiser must address the invoices for these payments, denominated in euro, to SpaceTec Partners with the following invoicing details:
 - 4.2.1. Company Name: SpaceTec Partners SRL
 - 4.2.2. Address: Avenue Louise 89, 1050 Brussels, Belgium VAT number: BE0835142383
 - 4.2.3. The Local Organiser can send the invoices by mail or via email to hello@spacecamps.cassini.eu.
- 4.3. The Coordinator will pay the invoices within 30 business days after receipt.
- 4.4. The Coordinator will pay the amount due to the Local Organiser's bank account, identified as follows:

Name of bank: _____

Full address of branch: _____

Exact denomination of account holder: _____

Full account number including bank codes: _____

IBAN code: _____
- 4.5. Approval of the documents, reports submitted, and payment of the invoice does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information they contain.

5. Intellectual property

The ownership and unlimited usage rights of any intellectual property developed by the Local Organiser during and within the scope of the Local Camp subject to this Agreement shall be transferred to the Coordinator without limitation and the Local Organiser shall take all necessary measures at its own cost without any claim for compensation or reimbursement against the Coordinator. Insofar as applicable legislation does not allow the transfer of ownership of intellectual property from the Local Organiser to the Coordinator, the Local Organiser already hereby grants the Coordinator a worldwide, royalty, transferable and sub-licensable right to use all intellectual property (including – but not limited to – copyrights and copyright-like rights including so-called sui generis rights) created in the course of its activities under the contract, for any and all purposes, commercial and non-commercial, in all known and unknown ways.

6. Liability

- 6.1. Neither the Coordinator, nor any Contracting Party shall be held liable for any damage or loss caused by the Local Organiser, including any damage or loss to third parties during or as a consequence of the implementation of the Agreement.
- 6.2. The Local Organiser is liable for any loss or damage caused to the Coordinator, and any Contracting Party, during or as a consequence of the implementation of the Agreement, including in the event of subcontracting, but only up to an amount not exceeding three times the total value of the Support Package, as finally determined, taking into account the reduction mechanism under section 2. However, if the damage or loss is caused by the wilful misconduct or gross negligence of the Local Organiser or of its personnel or subcontractors, as well as in the case of an action brought against the Contracting Authority by a third party for breach of its intellectual property rights, the limitation of liability above shall not apply.
- 6.3. If a third party brings any action against the Coordinator, or any Contracting Party, in connection with the implementation of the Agreement, the Local Organiser shall assist the Coordinator and the Contracting Party, as the case may be, in the legal proceedings, including by intervening in support of the Coordinator, or its Contracting Party, upon request.
- 6.4. Neither the Coordinator, nor its Contracting Party, shall be liable for any loss or damage caused to the Local Organiser during or as a consequence of the implementation of the Agreement unless the loss or damage was caused by wilful misconduct or gross negligence of the Coordinator or the Contractor Party.
- 6.5. The Local Organiser will take no action, during the term of the Agreement and thereafter, which is intended, or could reasonably be expected, to harm the reputation of the Coordinator or a Contracting Party or which could reasonably be expected to lead to unwanted or unfavourable publicity to the Coordinator or a Contracting Party.
- 6.6. The Local Organiser hereby explicitly agrees to indemnify and hold harmless the Coordinator, the EU, EUSPA and any and all bodies of the EU against any claims, damages, or costs arising from activities carried out during the Local Camp. This indemnity applies to claims raised by any third party due to damages or costs incurred in relation to the Space Camp activities.

7. Conflicts of interest

- 7.1. The Local Organiser must take all the necessary measures to prevent any situation of personal or professional conflict of interest. The Local Organiser particularly, but without limitation, undertakes for a period of 5 (five) years following the termination of this Agreement not to engage directly or indirectly, either as proprietor, stockholder, partner, officer, employee, consultant or otherwise in activities that may generate conflict of interests in relation to the activities performed by a Contractor Party.
- 7.2. The Local Organiser must notify the Coordinator in writing as soon as possible of any situation that could constitute a personal or professional conflict of interest during the implementation of the Agreement. The Local Organiser must immediately take action to rectify the situation. The Coordinator may verify that the Local Organiser's action is appropriate and/or require the Local Organiser to take further action within a specified deadline. Failure to rectify the situation within the specified deadline may constitute a serious breach of the Agreements and can justify its immediate termination for cause.

8. Subcontracting

8.1. The Local Organiser is not permitted to subcontract further.

9. Force majeure

9.1. If a Party is affected by force majeure, it must immediately notify the other Party, stating the nature of the circumstances, their likely duration and foreseeable effects.

9.2. A Party is not liable for any delay or failure to perform its obligations under the Agreement if that delay or failure is a result of force majeure. If the Local Organiser is unable to fulfil its obligations under the Agreement owing to force majeure, the Local Organiser has the right to compensation only for the incurred and committed costs and up to the value of the General Expense Budget reduced by costs that could have been prevented by the Local Organiser through reasonable mitigation measures and any costs the Coordinator may demonstrate were saved by the Local Organiser due to the force majeure. The Parties must take all necessary measures to limit any damage due to force majeure.

10. Term and termination

10.1. The Agreement will become effective on the date on which the last Party signs it and shall have a duration of 12 months unless terminated sooner.

10.2. Each Party may only terminate the Agreement in case of material breach of the other Party's obligations. Otherwise, termination of the Agreement shall be limited to the cases detailed below. A material breach by the Local Coordinator shall be assumed, without limitation, if

10.2.1. it has not started with the implementation action of the Agreement within 15 days following the agreed starting date;

10.2.2. the Local Organiser loses any legal permit required to perform any activities subject to the Agreement, regardless of fault;

10.2.3. the Local Organiser or any person that assumes unlimited liability for the debts of the Contractor is in one of the situations provided for in points (10.2.1) and (10.2.2) of Article 138(1) of the Financial Regulation¹;

10.2.4. at any time during the term of the Agreement a change to the Contractor's legal, financial, technical, organisational or ownership situation is likely to substantially affect the implementation of the Agreement or substantially modify the conditions under which the Agreement was initially awarded or a change regarding the exclusion situations listed in Article 138 of Financial Regulation that calls into question the decision to award the Agreement;

¹ Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) repealing REGULATION (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.

- 10.2.5. if the Local Organiser or any Related Person², at any time during the term of the Agreement and regardless of fault, is subject to any of the situations provided for in points (10.2.3) to (10.2.6) of Article 138(1) or to Article 138(3) of the Financial Regulation;
 - 10.2.6. if at any time during the term of the Agreement the procedure for awarding the Agreement prove to have been subject to irregularities, fraud or substantial breaches of obligations on the side of the Local Organiser;
 - 10.2.7. if at any time during the term of the Agreement the Local Organiser does not comply with applicable obligations under environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU;
 - 10.2.8. if at any time during the term of the Agreement the Local Organiser fails to notify the Coordinator that it is in a situation of Professional Conflicting Interest as referred to in section 7; or fails to take immediate action for rectification or additional action for rectification as required by the Coordinator; or if the proposed rectification actions are, in the opinion of the Coordinator acting reasonably, not effective;
 - 10.2.9. in case of persistent breach, intended as a repeated breach of the same obligation under the Agreement, notwithstanding written warnings sent by the Coordinator;
 - 10.2.10. if the Local Organiser does not comply with the applicable data protection obligations resulting from Regulation (EU) 2016/679 or related requirement subject to this Agreement;
 - 10.2.11. if the Local Organiser, regardless of fault, does not or no longer complies with restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU).
- 10.3. The Coordinator may further terminate the Agreement by written notice to the Local Organiser if:
- 10.3.1. Force majeure events prevent the Local Organiser to implement the Agreement for a consecutive period of 30 or more calendar days;
 - 10.3.2. An authorised Contracting Party cancels the Local Camp or the overall CASSINI Space Camps or instructs the Coordinator to implement such cancellation.
- 10.4. Any termination notice must be made formally and in writing. Termination shall take effect on the date the termination notice with acknowledgment of receipt is received by the other Party, or on any other date indicated in such notice.
- 10.5. Upon termination of the Agreement, the Parties shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce their commitments.
- 10.6. In case of a termination for material breach by the Local Organiser, the Coordinator may recover all payments made to the Local Organiser under the Agreement to the date of termination and the Local Organiser shall within 30 days of receiving the termination notice pay back any amounts claimed to the account indicated by the Coordinator without prejudice to any further claims for damages the Coordinator may have against the Local Organiser.

² The term 'Related Person' means: Any natural or legal person who is a member of the administrative, management or supervisory body of the Local Organiser, or who has powers of representation, decision or control with regard to the Local Organiser.

10.7. In case of a termination for material breach by the Coordinator, the Local Organiser may claim payment of the full General Expense Budget as determined by the Coordinator under section 2 to be made by the Coordinator within 30 days of receiving the termination notice to the account indicated by the Local Organiser, while waiving any other claim for payment of compensation or damages of any kind against the Coordinator and the Contractor Parties which the Local Organiser may otherwise have.

10.8. In all other cases of termination subject to this section 10, the Local Organiser has the right to compensation only for the incurred and committed costs and up to the value of the General Expense Budget while waiving any other claim for payment of compensation or damages of any kind against the Coordinator and the Contracting Party which the Local Organiser may otherwise have.

11. Amendments

11.1. Any amendment to the Agreement must be agreed in writing and signed by the duly authorised representatives of both Parties, applying also to any change of these amendment requirement.

11.2. Any amendment must not make changes to the Agreement that might alter the initial conditions of the open call for local organisers or result in unequal treatment of the applicants.

12. Applicable law

12.1. The Agreement is governed by the laws of Belgium. The courts of Brussels have exclusive jurisdiction over any dispute regarding the interpretation, application or validity of the Agreement.

13. Data protection

- 13.1. The Coordinator and Local Organisers acknowledge that, for the purposes of the Data Protection Legislation and in the context of the Services, the Coordinator is the 'Data Controller' and the 'Local Organiser' is the 'Data Processor', as defined in the Data Protection Legislation.
- 13.2. Therefore, the Local Organiser shall act as the Data Processor while the Coordinator as the Data Controller will determine accordingly the purposes and means of the processing of personal data in compliance with applicable data protection legislation (i.a., categories of data that may be processed, recipients of the data, means by which the data subjects may exercise their rights, appropriate technical and organisational measures for data protection, etc.). This applies specifically to the personal data processing activities required for the implementation of the CASSINI Space Camps, which involve data subjects, such as applicants and participants of the CASSINI Space Camps
- 13.3. The processing of Personal Data (where Personal Data has the meaning as defined in the Data Protection Legislation) is necessary to ensure that the Local Organiser will provide Services (as per Clause 1 of the Agreement) to the Coordinator in regard to the Local Camp, and for the Local Organiser to contact and engage Local Camp participants in regard to its own other services.
- 13.4. The Data Subjects are – amongst others – interested participants in the CASSINI Space Camps. The Personal Data relates to those Data Subjects.
- 13.5. The Coordinator and Local Organiser will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to and does not relieve, remove or replace, either of the Coordinator's or Local Organiser's obligations under the Data Protection Legislation. The Local Organiser shall indemnify and hold the Coordinator, the EU, EUSPA and any and all bodies of the EU harmless against any claims, damages, or liabilities arising from or related to the data processing activities carried out by Local Organiser that are not compliant with this contract and applicable Data Protection Legislation, unless such breach of applicable Data Protection Legislation is solely based on the Coordinator's written instructions.
- 13.6. Since during the activities carried out by the Local Organiser, both the Local Organiser and the Coordinator will process personal data of minors, local laws applicable in the Local Organiser's jurisdiction may require measures in addition to those set out in the EU General Data Protection Regulation. If such requirements exist and the procedures foreseen require adaption, the Local Organiser shall inform the Coordinator of such requirements. The parties will implement respective requirements if needed to ensure compliance with applicable Data Protection Legislation.
- 13.7. The Local Organiser and Coordinator will ensure that any transfer of Personal Data to third parties for the duration and purposes of the Agreement is in accordance with the requirements of Data Protection Legislation. The Local Organiser acknowledges and is aware that with regard to the processing of personal data of participants, who are minors, applicable Data Protection Legislation may require additional measures and safeguards, which have to be observed by the Local Organiser.
- 13.8. The Local Organiser shall, in relation to any Personal Data processed strictly in connection with the performance of the Services (as per Clause 1 of the Agreement) under the Agreement:
- 13.8.1. process that Personal Data only on the written instructions of the Coordinator unless the Local Organiser are required by the laws of any Member State of the European Union or by the laws of the European Union applicable to the Coordinator and Local Organiser to

process Personal Data (Applicable Laws). Where the Local Organiser is relying on laws of a Member State of the European Union or European Union law as the basis for processing Personal Data, the Local Organiser shall promptly notify the Coordinator of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Local Organiser from so notifying the Coordinator. If the Local Organiser acts outside of the Coordinator's instructions in such a way that they decide the purpose and means of processing, including complying with a statutory obligation, then they will be considered to be a Data Controller in respect of that processing and will have the same liability as a Data Controller;

- 13.8.2. ensure that they have in place appropriate technical and organisational measures, reviewed and approved by the Coordinator, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and Services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by them);
- 13.8.3. ensure that all personnel (including permanent, temporary and agency workers) who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 13.8.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Coordinator has been obtained and the following conditions are fulfilled:
 - (i) the Coordinator or Local Organiser has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Local Organiser complies with their obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that are transferred; and
 - (iv) the Local Organiser complies with reasonable instructions notified to them in advance by the Principal with respect to the processing of the Personal Data;
- 13.8.5. assist the Coordinator in responding to any request from a Data Subject exercised under Data Protection Legislation and in ensuring compliance with its other obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators. The Local Organiser will inform the Coordinator of any request from a Data Subject exercised under Data Protection Legislation addressed directly to the Local Organiser regarding Personal Data the Coordinator are responsible for without undue delay (in no event more than 1 Working Day) upon receipt;
- 13.8.6. notify the Coordinator without undue delay (in no event more than 1 Working Day) on becoming aware of a Personal Data breach;

- 13.8.7. at the written direction of the Coordinator, securely delete or return all the Personal Data and copies thereof to the Coordinator on termination of the Agreement unless required by Applicable Laws to store the Personal Data. Upon the end of the Agreement, the Local Organiser will return/transfer all the Personal Data collected and processed in the course of the activities under the Agreement and copies thereof to the Coordinator and afterwards immediately securely delete all copies of Personal Data in its possession. Where the Personal Data cannot be immediately deleted upon termination of the Agreement, the Local Organiser will put those data beyond use until it can undertake secure deletion.
- 13.9. The Local Organiser shall only subcontract any third-party processor of Personal Data under the Agreement with the prior specific consent of the Coordinator.
- 13.10. As between the Local Organiser and the Coordinator, the Local Organiser remains bound by its contractual obligations and shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to the Agreement.
- 13.11. The Coordinator and Local Organiser are not responsible for determining the requirements of the Data Protection Legislation applicable to each other's businesses. Nothing within the Agreement relieves either the Coordinator or Local Organiser of their own direct and respective responsibilities and liabilities under the Data Protection Legislation. No limitation of liability shall apply in respect of a breach of the Data Protection Legislation. The Coordinator's and Local Organiser's respective liabilities for a breach of the Data Protection Legislation will each be determined by the relevant Supervisory Authority.

14. Miscellaneous

- 14.1. The Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral between the Parties on the matters addressed by the Agreement.
- 14.2. The following Annexes are an integral part of the Agreement, and they were produced by the Local Organiser at the time of the application for award of this Agreement.
- Annex 1: “Application Guide for Local Organisers”
 - Annex 2: “Application Template”
 - Annex 3: “Budget Template”
 - Annex 4: “Curricula Template”
- 14.3. If there is any conflict between provisions included in the Annexes and this Agreement, the provisions set out in this Agreement take precedence over those in the Annexes; the provisions set out in Annex 1 take precedence over those in Annex 2; and the provisions set out in Annex 2 take precedence of those in Annex 3 and Annex 4. The provisions of Annex 3 and 4 are considered equivalent.
- 14.4. If any provision of the Agreement, including its Annexes, is or becomes illegal, invalid or unenforceable to any extent, it must be severed from the remainder of the Agreement. This does not affect the legality, validity or enforceability of any other provisions. The Parties shall undertake to replace without delay such invalid, unlawful or unenforceable provision by a valid, lawful and enforceable provision, which shall to the greatest possible extent comply with the meaning and effect of the invalid, unlawful or unenforceable provision and with the purpose and objectives of this Agreement.
- 14.5. The relationship of the Parties under the Agreement shall be, and shall at all times remain, one of the independent contractors. No provision in the Agreement is intended or shall be interpreted to form a partnership or any other corporate relation between the Parties.
- 14.6. Neither Party shall be entitled to transfer this Agreement, or any rights and obligations under it, to any third party without the prior written approval by the other Party.
- 14.7. The Agreement is drawn up in English. All communications, documents, notices and other exchanges between the Parties shall be in the English language
- 14.8. THUS this Agreement has been executed by the Parties in duplicate on the date of the first signature.

15. Signatures

On behalf of the Coordinator:

SpaceTec Partners SRL

Thomas Tanghe, Partner

Date: _____

Location: _____

Signature:

On behalf of the Local Organiser:

[Organisation]

[Representative]

Date: _____

Location: _____

Signature:

Include:

- Annex 1: "Application Guide for Local Organisers"
- Annex 2: "Application Template for Local Organisers"
- Annex 3: "Training Guidelines"
- Annex 4: "Curricula Template"
- Annex 5: "Budget Template"