

## **ADDENDUM 1 - STANDARD REQUIREMENTS FOR MANAGEMENT, REPORTING, MEETINGS AND DELIVERABLES**

This document contains the standard requirements for management, reporting, meetings and deliverables for contracts to be placed by OBT in regard to the ESA BIC Nord France.

### **1. CONTRACTUAL BASELINE**

The Incubatee is a start-up company in the early stage development of its commercial enterprise, applying space technology or systems to non-space applications, including industrial, scientific and commercial uses (“spin-off”) or using non space technology for proposing products and services for the space sector (spin-in”). As a start-up company the Incubatee requires business development support, technical and commercial advice and marketing expertise to be able to commercialise its product or service through:

- developing its commercial focus;
- enhancing or creating its business plan;
- elaborating on its business outline proposal;
- making relevant use of Third Party advisors;
- establishing a sound financial, commercial and marketing model; and
- performing additional technical activities, functional to the above activities as required.

### **2. MANAGEMENT**

#### **2.1 General**

The Incubatee shall implement effective and economical management for the work to be performed under this contract. The nominated representative of the Incubatee shall be responsible for the management and execution of the work to be performed.

#### **2.2 Communications**

All communications sent by the Incubatee to ESA BIC Nord France shall be addressed to ESA BIC Nord France’s representatives nominated in Article 9.3 of this Contract.

### **3. REPORTING**

#### **3.1 Minutes of Meetings**

The Incubatee is responsible for the preparation and distribution of minutes of meetings held in connection with this Contract. Electronic and paper versions of the minutes of each meeting shall be issued and distributed to all participants and to ESA BIC Nord France's representatives, not later than ten (10) days after the meeting concerned was held.

### 3.2 Progress Reports

Every three (3) months, the Incubatee shall provide a progress report to ESA BIC Nord France's representatives, covering the Activity. This report shall provide details of:

- action items completed during the reporting period;
- description of progress: events accomplished etc.;
- problem areas, if any, and corrective actions planned and/or taken;
- events anticipated during the next reporting period;
- further details to be provided on a case-by-case basis

### 3.3 Problem Notification

The Incubatee shall notify ESA BIC Nord France's representatives of any problem likely to significantly impact the progress of the Activity.

## 4. MEETINGS

### 4.1 Kick-off Meeting

The kick-off meeting shall take place at the OBT's partner incubator chosen by the Incubatee premises or by teleconference at the beginning of the Contract Term.

### 4.2 Mid Term Review

At Mid Term a meeting shall be held ("Mid Term Review"), where the Incubatee shall present the Mid Term Report, to verify the status of the Activity and to confirm its feasibility.

### 4.3 Additional Meetings

Additional meetings may be requested either by OBT or the Incubatee.

### 4.4 Notice and Agenda for Meetings

For all meetings the Incubatee shall ensure that proper notice to OBT is given at least two (2) weeks in advance of when OBT's participation is foreseen to be required. The Incubatee is responsible for ensuring the participation of the Incubatee's personnel and/or third party advisors, as needed.

For each meeting the Incubatee shall propose an agenda in electronic form and shall compile and distribute handouts of any presentation given at the meeting.

## **5. DELIVERABLES**

### **5.1 Documentation to be delivered**

In addition to the documents to be delivered according to section 3 above, the documentation set out in this section 5 shall also be deliverable.

All documentation Deliverables mentioned in this section 5 (including all their constituent parts) shall be delivered as follows:

5.1.1 in electronic form on computer readable media (e.g. PDF-format, CD-ROM, DVD-ROM) as agreed by OBT, and in other exchange formats where relevant (e.g. HTML); and

5.1.2 in one (1) paper copy.

The draft version of the documentation shall be sent to ESA BIC Nord France's technical representative in one (1) electronic copy for approval not later than two (2) weeks before the documentation is to be presented.

### **5.2 Mid Term Report**

The Incubatee shall document in detail the status of its technical and commercial progress in relation to the Activity in the Mid Term Report and confirm the feasibility of the Activity. The Mid Term Report shall furthermore contain all invoices relevant to the Third Party Services obtained by the Incubatee in accordance with Article 4 of this Contract. The Mid Term Report shall be presented by the Incubatee to OBT at the Mid Term Review. The Incubatee shall submit the presentation of the Mid Term Report to OBT two (2) weeks in advance of the Mid Term Review meeting.

### **5.3 Final Report**

A report shall be produced by the Incubatee at the end of the Contract Term. It shall be a complete statement of all the work undertaken by the Incubatee during the Contract Term, including the activities functional to the Business Plan ("Final Report"). It shall not refer to any other report that may have been provided by the Incubatee and shall detail the full results of the Activity to include:

- (a) lessons learned;
- (b) details of the support received from OBT and/or any other support from ESA BIC Nord France partners;

- (c) contacts established;
- (a) description of technical developments;
- (b) financial details;
- (c) all invoices relevant to the Third Party Services obtained by the Incubatee in accordance with Article 4 of this Contract.
- (g) licences granted and patent filings and applications;
- (h) photographic documentation
- (i) ... *[further input by OBT required on a case by case basis]*

#### 5.4 Executive Summary to the Final report

The Incubatee shall prepare a summary which shall concisely summarise the findings of the Incubatee in performing the Activity ("Executive Summary"). It shall be suitable for non-experts and should also be appropriate for publication, including on a web page. For this reason, it shall not contain any confidential information. The Executive Summary shall not exceed three (3) to four (4) pages of text with coloured illustrations or photographs, if appropriate. It shall also be delivered to OBT by the Incubatee in HTML format.

#### 5.5 Business Plan

The Incubatee shall produce a business plan that sets out the Incubatee's expected course of action for next period of the development of the company, including a detailed listing and analysis of risks and uncertainties ("Business Plan"). The Business Plan should also examine the proposed products (including scientific and technical requirements and feasibility), the market, the industry, the management policies, the marketing policies, production needs and financial needs of the Incubatee and may be used as a prospectus for potential investors and lenders and participation in the Agency's Investment Forum at a later stage.

#### 5.6 Annual Performance Report

The annual performance report shall describe the sales made and/or licences granted by the Incubatee during the preceding twelve (12) months ("Annual Performance Report"). The Incubatee shall submit this to OBT and to the Agency (according to Article 15 of the contract) in one (1) paper copy and in electronic form on each anniversary of the end of the Contract Term, during 10 years.

#### 5.7 Photographic Documentation

Photographic documentation comprises photographs of events organised by the Contractor and photographs of hardware under manufacture by the Start-ups showing major progress, as well as of tests and test set-ups. Videos presenting the functioning of

hardware/test set-up and relating test activities may also be included in this category.

#### 5.8 Software (including computer programmes)

Copy of the software developed by the Incubatee shall be a deliverable.

The Start-ups shall provide a demonstration of the software to ESA BIC Nord France's representative including a trailer/movie clip illustrating the use and application of their developed software program for the purpose of ESA exhibitions.

#### 5.9 Hardware

A prototype or product manufactured by the start-up. In case of very high production costs, the start-up can keep the original prototype and deliver a mock-up of the prototype. Start-ups shall however keep the prototype available for lending it to ESA for exhibitions.

