Local Organiser Agreement

CASSINI Space Camps 2026/2027

CASSINI #EUSpace
Space Camps

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

BETWEEN

the contracting party

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

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

AND

the subcontractor

_____[FULL LEGAL NAME]_____, an entity organised and existing under the laws of _____[COUNTRY]_____, with its head office located at:

_____[FULL ADDRESS]_____

(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 for autumn and winter 2026/2027", as described in the "Application Guide for Local Organisers" (Annex 1) and the "Training Guidelines" (Annex 3), both issued by the Coordinator; and based on the "Application Template for Local Organisers" (Annex 2), the "Curricula Template" (Annex 4) and the "Budget Template" (Annex 5), as submitted by the Local Organiser.

WHEREAS the Coordinator has been contracted by the European Union, represented by the Directorate-General for Defence Industry and Space (hereinafter referred to as the "Contracting Authority''), for the implementation of the "CASSINI Space Camps 2026-2028".

WHEREAS the Coordinator will implement, manage and coordinate the CASSINI Space Camps for autumn and winter 2026/2027 edition, for which the Coordinator will select and work with organisers, that each will implement and host a local camp within the overall CASSINI Space Camps action.

WHEREAS the Coordinator has issued an open call for local organisers for the CASSINI Space Camps for autumn and winter 2026/2027 that accepted applications until 6 July 2026; the Local Organiser has submitted a valid application to implement and host a local space camp in ___[COUNTRY]_____; the Coordinator has, following the evaluation process, selected the Local Organiser to host the local camp in _____[CITY]_____ (hereinafter the "Local Camp") as part of the CASSINI Space Camps for autumn and winter 2026/2027. The Local Camp will last __[X]_____ days, which must be between 7 and 10 days, including arrival and departure days but excluding any preparatory activities or information webinars carried out before the Local Camp itself, in the time period from __[DD.MM.YYYY]___ to ___[DD.MM.YYYY]___ (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, the Annexes, and any written instructions, templates, guidelines, policies or procedures provided by the Coordinator for the implementation of the Local Camp. Such instructions shall not materially amend the terms of this Agreement. Any material amendment shall be made in accordance with Article 11. This includes but is not limited to the following activities:

1.1.1. General event planning, preparation, execution and follow-up;

1.1.2. Establishing a list of subject matter experts and skilled trainers with experience in the topics of the training curriculum guideline provided by the Coordinator, experience in teaching or training a younger audience, and experience in the use of space-based and/or ICT technologies, and select 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 before confirming their involvement. The Local Camp shall be delivered in the language or languages approved by the Coordinator, which may include the local language, English, or a combination of both. The Local Organiser shall ensure that the Trainers have fluent proficiency in the language or languages in which they deliver training, corresponding to at least level C1 under the Common European Framework of Reference for Languages (CEFR). The language proficiency of each proposed Trainer shall be indicated in their curriculum vitae or equivalent professional profile submitted to the Coordinator for verification;

1.1.3. Entering into the necessary legal agreements with the Trainers in the Local Organiser's own name. The Local Organiser shall be solely responsible for ensuring that the training activities at the Local Camp are conducted by the Trainers in accordance with the requirements of this Agreement, including the language requirements set out in Article 1.1.2. The Local Organiser shall remain fully responsible and liable for the acts and omissions of the Trainers;

1.1.4. Adapting 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 data, services and tools related to the EU Space Programme components, including Copernicus, Galileo/EGNOS, IRIS², GOVSATCOM and SSA, where relevant to the approved curriculum. A co-development approach of the comprehensive local training programme/ curriculum together with the Trainers shall be applied, whilst remaining compliant with the training curriculum guideline provided by the Coordinator. The Local Organiser's curriculum proposal submitted during the application to the Open Call shall be finalised by the Local Organiser and approved by the Coordinator before implementation of the Local Camp;

1.1.5. Leveraging support from partners in the local ecosystem, including access to facilities and the involvement of external experts, while retaining full responsibility and accountability for the Services. The Local Organiser shall ensure that all partners, Trainers, suppliers and other third parties comply with the applicable requirements of this Agreement and shall remain fully responsible and liable for their acts and omissions. Only personnel costs expressly included in the approved Budget in Annex 5 shall be eligible for payment under this Agreement. Costs incurred by partners, sponsors, suppliers or other third parties that are not approved personnel costs under Annex 5 shall not be eligible for payment. The engagement of such parties shall not constitute permission to subcontract the Services contrary to Article 8.1;

1.1.6. 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) with at least 40% of participants identifying as female and at least 40% identifying as male if the pool of applicants allows for the Local Camp. A reasonable balance among the ages represented at the Local Camp

should be pursued by the Local Organiser. The Local Camp must have at least 20 participants. Participants must be aged 14 to 18 on the first day of the Local Camp and must either: (i) be citizens of an EU Member State or associated country; or (ii) hold permanent residency in an EU Member State or associated country. In both cases, participants must be enrolled in a school located in an EU Member State or associated country. If the Local Organiser does not meet this minimum requirement of 20 participants, the Coordinator reserves the right to reduce the Budget as described under Article 2 of the Agreement, without prejudice to any other rights or remedies available to the Coordinator under this Agreement;

1.1.7. Organising the Local Camp logistically as a fully residential camp, including but not limited to accommodating participants during the Camp, providing lodging and full nutritional coverage and hosting participants in an appropriate physical location during the day, providing all services, equipment, amenities, supervision and support needed for their work and wellbeing, and ensuring that the venue, accommodation and activities comply with all applicable national and EU health and safety standards;

1.1.8. Ensuring that participants receive all necessary information and materials at least one month before the start of the Local Camp, including, as applicable, travel directions, a packing list, schedule, programme information, preparation materials, training materials, contact details, safety information and any other information reasonably required for their participation. If serious and unforeseen circumstances prevent the Local Organiser from providing such information or materials within this timeframe, the Local Organiser shall inform the Coordinator without undue delay and shall provide the information and materials as soon as reasonably possible. The Local Organiser shall cooperate with the Coordinator in relation to the curriculum, training methodology, event programme, timing, schedule, administrative arrangements, logistical support, access to relevant ICT tools, communication and promotion materials, background materials and any other support required for the proper implementation of the Local Camp;

1.1.9. Organising the concluding final event of the Local Camp, that the participants prepare for in training submodules throughout the camp duration. The final event may take the form of an ideathon, hackathon, pitching event or similar group project format, as agreed with the Coordinator, that will conclude the Space Camp programme. Subject to applicable safeguarding requirements and the Coordinator's instructions, the final event shall enable attendance by participants' families and representatives of the local space ecosystem. Participants should solve real-life space challenges in teams and present their results at the end of the camp. This shall give participants the opportunity to use their newly gained knowledge and skills, put themselves to the test, come up with ideas for new space-based solutions, and cooperate in teams. This activity should be followed by a diploma or different award ceremony. The final 2-3 days of the Space Camp in particular should be in the spirit of preparing the participants for this exciting closing 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, such as schools, associations and public authorities, for reaching out to a wide range of potential participants. Outreach and promotion activities shall be conducted in accordance with the communication and visual identity guidelines provided by the Coordinator and, where required by the Coordinator, shall be adapted to the local language or languages of the country where the Local Camp takes place;

1.1.11. The Local Organiser shall cooperate with the Coordinator in the implementation of the communication, outreach and promotion strategy for the CASSINI Space Camps, including by using its suitable local communication channels, networks and community contacts, adapting approved promotional materials to the relevant local language or languages where required, and providing information reasonably requested by the Coordinator on the communication and promotion activities carried out and their impact.

1.1.12. Answering questions from and engaging with participants, people interested in participating and other actors interested in the Local Camp in accordance with the information, templates and instructions provided by the Coordinator;

1.1.13. 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 guidelines, or any other instructions which will be provided by the Coordinator;

1.2.2. Using the online platforms, the website, and other common tools provided by the Coordinator;

1.2.3. Including the European Commission's brand CASSINI, #EUSpace and EU flag visual identities, and incorporating aspects of the EU Space Programme, 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 in accordance with the instructions and approvals of the Coordinator;

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 provided by the Coordinator;

1.2.5. Acknowledging that inclusion of the CASSINI, #EUSpace and EU flag visual identities, and any reference to or incorporation of aspects of the EU Space Programme, does not create any liability, endorsement, partnership, agency relationship, risk assumption or insurance obligation on the part of the Coordinator, the European Union, the European Commission, EUSPA or any other body of the European Union, and does not affect the risk allocation, liability, indemnity and insurance obligations set out in this Agreement.

1.3. The Local Organiser will ensure the safety, integrity and wellbeing of the Local Camp at the local level. This includes, but is not limited to the following measures:

1.3.1. Complying with all applicable laws and regulations governing the hosting of minors, including requirements relating to accommodation, supervision, care, organised activities, safeguarding, health and safety, emergency response, parental consent and any required permits or authorisations;

1.3.2. Duly obtain parental agreements or legal guardian agreements for all legal minors participating in the Local Camp, covering, as applicable, participation in the Local Camp, safety measures, liability notices, health information, emergency contact details, medical or dietary requirements, use of images or recordings where relevant, and personal data processing. To the fullest extent permitted by applicable law, the agreements shall explicitly exclude liability and waive any related claim or recourse by minors and their legal guardians against the Coordinator, the Contracting Authority, the European Union, the European Commission, EUSPA and any other body of the European Union for damage caused by the Local Organiser, its partners, suppliers or any other person for whom the Local Organiser is responsible. The Local Organiser must report to the Coordinator on its compliance with this requirement, and, without undue delay, present as evidence a list of participating minors and the agreements made upon Coordinator's request. In the absence of such evidence, the Local Organiser will

not commence the Local Camp;

1.3.3. Ensuring adequate insurance coverage for every participant of the Local Camp, as required by national legislation or any other applicable statutory regulations but in no case below applicable industry standard and the requirements of this Agreement. Insurance coverage shall inter alia include participant accident insurance, professional liability insurance, general liability insurance, criminal liability insurance – the latter if relevant, given the applicable national legislation and any other applicable 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 and upon request by the Coordinator. In absence of the evidence, the Local Organiser will not commence the Local Camp;

1.3.4. The Local Organiser must have in place adequate safety protocols, as required by national legislation or any other applicable statutory regulation, and 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 undue delay prior to the start of the Local Camp and upon request by the Coordinator. In absence of the evidence, the Local Organiser will not commence the Local Camp;

1.3.5. Ensuring the 24/7 presence of a certified first aider throughout the full duration of the Local Camp;

1.3.6. Immediately informing the Coordinator of any serious problem, incident, risk or suspected issue involving or potentially involving the safety, health, wellbeing, safeguarding, security or rights of any participant, in particular any minor, and taking all necessary measures to mitigate harm and protect participants.

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 tool provided by the Coordinator for CASSINI Space Camps; the Local Organiser shall not use any other registration platforms. The Local Organiser shall cooperate with the Coordinator to ensure that the application period for participants is opened sufficiently in advance of the Local Camp and in accordance with the deadlines, application format, registration procedure and eligibility requirements communicated or approved by the Coordinator. DG DEFIS C.3 acts as Data Controller, Novaspace acts as Data Processor and the Local Organisers act as authorised sub-processors of Novaspace for the centrally instructed processing required to implement the CASSINI Space Camps; the Local Organiser shall process any personal data relating to applications, registration and selection only in accordance with this Agreement, the applicable data protection provisions, the privacy notices and consent forms provided by the Coordinator, and the written instructions of the Coordinator or Contracting Authority;

1.4.2. The selection of the registered participants for the Local Camp is the responsibility of the Local Organiser, subject to the eligibility criteria, selection procedure, templates, deadlines and instructions provided or approved by the Coordinator. The Local Organiser shall ensure that the selection procedure is applied in a fair, transparent and unbiased manner. Selection criteria shall be balanced between objective criteria, such as school grades and extracurricular activities, and subjective criteria, such as motivation letters, where such criteria are used;

1.4.3. The Local Organiser shall ensure that all selected participants meet the eligibility requirements communicated by the Coordinator, including any requirements relating to age, citizenship, residency, school enrolment and parental or legal guardian consent;

1.4.4. The Local Organiser shall ensure that no person involved in the selection of participants has any actual, potential or perceived conflict of interest, including any personal, family, financial, professional or organisational relationship with an applicant that could compromise, or reasonably appear to compromise, the fairness or impartiality of the selection process. If any such conflict of interest exists or arises, the person concerned shall be excluded from the assessment and selection of the relevant application and, where necessary, replaced by another suitably qualified person. The Local Organiser shall inform the Coordinator of any such conflict and the measures taken to address it without undue delay;

1.4.5. Participation in the Local Camp must be free and without charge;

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 or earlier where urgency requires.

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. Acting as an authorised sub-processor of the Coordinator for the centrally instructed processing required to implement the CASSINI Space Camps, the Local Organiser may process personal data relating to participants, applicants, parents, legal guardians, trainers or other persons solely to the extent necessary for the purposes set out in this Agreement and strictly in accordance with the documented instructions communicated by the Coordinator. The Local Organiser shall not process such personal data for its own purposes or for any purpose beyond those authorised under this Agreement and the Coordinator's documented instructions. Where processing is based on consent, including the publication or dissemination of photographs, recordings or creative outputs, the Local Organiser shall only carry out such processing where the required valid consent has been obtained;

1.7. The Local Organiser shall maintain, and provide to the Coordinator upon request, evidence demonstrating compliance with the legal, technical, organisational, safety, insurance, safeguarding, data protection, conflict of interest and eligibility requirements applicable to the Local Organiser and the Local Camp under this Agreement, the Annexes and applicable law. The Local Organiser shall not commence the Local Camp if any evidence required under this Agreement or reasonably requested by the Coordinator in relation to participant safety, insurance, parental or legal guardian consent, safeguarding, legal permits, legal entity status, country of establishment, compliance with restrictive measures or absence of conflicts of interest has not been provided to the Coordinator.

1.8. The Local Organiser represents and warrants that, at the date of signature of this Agreement and throughout its performance, it has the legal, technical, organisational and professional capacity, experience, tools, personnel, trainers, facilities, networks and resources required to perform the Services and organise the Local Camp throughout its full duration, and that it is not in any exclusion situation identified in any declaration of honour or eligibility declaration submitted in connection with its application. The Local Organiser further represents and warrants that all information, declarations and supporting evidence provided in connection with its selection as Local Organiser are accurate, complete and not misleading. The Local Organiser shall immediately inform the Coordinator of any change affecting such information, declarations, supporting evidence or capacity.

2. Compensation

The Coordinator will provide the Local Organiser with an agreed Budget of a value of EUR XX,XXX in remuneration for its Services under this Agreement.

This Budget will be provided to the Local Organiser subject to the Local Organiser's proper performance of the Services, compliance with this Agreement, and fulfilment of the reporting, invoicing and supporting-document requirements set out in this Agreement:

2.1. A Budget of EUR XX,XXX to cover personnel costs that are directly related to the delivery of the Services described under Article 1 of the Agreement. Personnel whose costs are included in the Budget must have at least three years of relevant professional experience. The applicable unit price shall not exceed EUR 890 per person-day. The personnel, number of person-days and unit prices claimed must correspond to the approved Budget set out in Annex 5. The Budget shall be paid in accordance with the invoicing and payment conditions described in Article 4.

2.2. If the Local Organiser does not meet the minimum requirement of 20 participants, the Coordinator reserves the right to reduce the 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 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 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 Budget to 70% of the original value or EUR XX,XXX.

2.3. Any reduction of the Budget under Article 2.2 shall be without prejudice to any other rights or remedies available to the Coordinator under this Agreement, including the right to withhold payment, reject reports or supporting documents, require corrective action, recover amounts already paid, or terminate the Agreement where the failure to meet the minimum participant requirement is caused by, or connected with, a breach of this Agreement by the Local Organiser.

2.4. 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 Budget. For the purposes of Articles 3 and 4, "T" means the date on which this Agreement enters into force pursuant to Article 10.1.

3.1. The Interim Progress Report, which is due on T+2 months, is a forward-looking report that must contain an overview of the Local Organiser's activities.

3.2. The Final Progress Report shall be submitted no later than T+6 months, unless the Coordinator communicates a different deadline in writing. It is a backwards-looking report that must contain an overview of the Local Organiser's activities and the use of the personnel Budget. The Local Organiser must attach to the report all necessary documents for verification that the listed personnel costs are actually incurred and directly related to the provision of the Services described under Article 1 of the Agreement. Individual timesheets shall not be required. In addition, the Local Organiser must provide proof that the Local Camp took place, including photographic evidence, without revealing the identity of participants unless the required consents have been obtained. The Final Progress Report shall also

include the information reasonably required by the Coordinator to evaluate the Local Camp, including the number of applicants, accepted participants and actual participants, and anonymised information on participants' age, gender, country of origin, type of school enrolment and interest in upcoming studies or careers, where such information is available to the Local Organiser.

3.3. The Local Organiser shall provide any survey data, participant feedback, Local Organiser feedback and other evaluation input requested by the Coordinator within 7 Working Days after the end of the Local Camp, unless another deadline is communicated by the Coordinator. Such data and feedback may include, without limitation, participant satisfaction with the curricula, training modules, programme elements and the Local Camp experience as a whole, the Local Organiser's feedback on the guidelines and coordination provided by the Coordinator, participants' interest in pursuing studies or a career in the space sector before and after attending the Local Camp, and any other key performance indicators or evaluation measures communicated by the Coordinator. Such data shall be provided in anonymised or pseudonymised form where required by the Coordinator or applicable data protection law.

3.4. 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. Any serious problem, incident, risk or suspected issue involving or potentially involving the safety, health, wellbeing, safeguarding, security or rights of any participant, in particular any minor, shall be reported to the Coordinator immediately.

4. Invoicing and payment

4.1. The Coordinator will pay the Budget to the Local Organiser in two instalments.

4.1.1. An advance payment of one-third of the budget will be paid out after submission of the interim report due T+2 months and acceptance by the Coordinator, after the Agreement goes into effect.

4.1.2. The remainder of the Budget will be paid out after the Final Progress Report and any required supporting documents have been submitted by the applicable deadline under Article 3.2 and accepted by the Coordinator.

4.2. The Local Organiser must address the invoices for these payments, denominated in euro, to Novaspace SRL with the following invoicing details:

4.2.1. Company Name: Novaspace 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 Working Days after receipt of a valid invoice, provided that the relevant report and supporting documents have been accepted by the Coordinator.

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

5.1. 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, including for onward assignment or transfer to the Contracting Authority and/or the European Union, and the Local Organiser shall take all necessary measures at its own cost without any claim for compensation or reimbursement against the Coordinator.

5.2. Insofar as applicable legislation does not allow the transfer of ownership of intellectual property from the Local Organiser to the Coordinator, the Local Organiser hereby grants the Coordinator an irrevocable, worldwide, exclusive, perpetual, royalty-free, 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 this Agreement, for any and all purposes, commercial and non-commercial, in all known and unknown ways.

6. Liability

6.1. Neither the Coordinator, nor any of its Contracting Authorities 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 of its Contracting Authorities, 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 Budget, as finally determined, taking into account the reduction mechanism under Article 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, or relates to participant life, safety, health or wellbeing, data protection, confidentiality, fraud, breach of intellectual property rights, any third-party claim for breach of intellectual property rights, including such action against the Contracting Authority, or any indemnity or hold-harmless obligation under this Agreement, the limitation of liability above shall not apply.

6.3. If a third party brings any action against the Coordinator, or any of its Contracting Authorities, in connection with the implementation of the Agreement, the Local Organiser shall assist the Coordinator and the relevant Contracting Authority, as the case may be, in the legal proceedings, including by intervening in support of the Coordinator, or its Contracting Authority, upon request.

6.4. Neither the Coordinator, nor its Contracting Authority, 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 Contracting

Authority.

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 Authority or which could reasonably be expected to lead to unwanted or unfavourable publicity to the Coordinator or a Contracting Authority.

6.6. The Local Organiser hereby explicitly agrees to indemnify and hold harmless the Coordinator, the EU, the European Commission, Directorate-General for Defence Industry and Space 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 Local Camp activities.

6.7. The Local Organiser shall maintain appropriate insurance coverage and, where relevant, adequate financial capacity to meet its liability obligations under this Agreement. Upon request, the Local Organiser shall provide reasonable evidence of such insurance coverage to the Coordinator.

7. Conflicts of interest

7.1. The Local Organiser must take all necessary measures to prevent any actual, potential or perceived personal or professional conflict of interest or bias. In particular, but without limitation, the Local Organiser undertakes not to engage, directly or indirectly, during the implementation of this Agreement, in any activity or arrangement that may generate a conflict of interest in relation to the Services, the Local Camp or the CASSINI Space Camps, or that may compromise the impartial and objective performance of the Agreement.

7.2. The Local Organiser must monitor and reassess its situation throughout the implementation of the Agreement and notify the Coordinator in writing as soon as possible of any actual, potential or perceived conflict of interest or bias. The Local Organiser must immediately take action to avoid or 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 Agreement and justify its immediate termination for cause.

8. Subcontracting and restrictive measures

8.1. The Local Organiser shall not subcontract any part of the Services or permit another entity to assume responsibility for the implementation of the Local Camp. This shall not prevent the engagement of Trainers or the ordinary procurement of venues, accommodation, catering, transport, equipment or other ancillary goods and services expressly contemplated by Article 1, provided that the Local Organiser retains full control, responsibility and liability for the Services.

8.2. The Local Organiser shall ensure that neither it nor any supplier, partner, Trainer or other third party involved in the performance of the Services is subject to 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 European Union (TFEU), including any prohibition to make available or transfer funds or economic resources, to provide financing or financial assistance, directly or indirectly, or any asset freeze. This obligation applies throughout the whole performance of the Agreement. The Local Organiser shall immediately inform the Coordinator if it becomes aware of any actual or potential non-compliance with this Article.

9. Force majeure

For the purposes of this Agreement, "force majeure" means an unforeseeable and exceptional situation or event beyond the reasonable control of the affected Party that is not attributable to that Party's error or negligence and that could not have been avoided despite the exercise of due diligence. Financial difficulties, lack of funds and defaults by suppliers, partners or other third parties shall not constitute force majeure unless they result directly from an event that otherwise satisfies this definition.

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. The affected Party shall continue to perform any obligations that are not prevented by the force majeure event. 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 that are duly evidenced, directly related to the Services and up to the value of the 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 Organiser shall be assumed, without limitation, if

10.2.1. it has not commenced implementation of the Agreement within 15 days following the date on which this Agreement enters into force;

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 Local Organiser is in one of the situations provided for in points (a) or (b) of Article 138(1) of Regulation (EU, Euratom) 2024/2509 (the "Financial Regulation")[1];

10.2.4. at any time during the term of the Agreement a change to the Local Organiser'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 the 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 Person[2], at any time during the term of the Agreement and regardless of fault, is subject to any of the situations provided for in points (c) to (f) of Article 138(1) or in 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 proves 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 an actual, potential or perceived conflict of interest or bias as referred to in Article 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 requirements 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).

10.2.12. if the Local Organiser's performance is inadequate or insufficient, or if non-compliance with any requirement applicable to the Local Organiser is revealed after the Agreement has been signed.

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 from implementing the Agreement for a consecutive period of 30 or more calendar days;

10.3.2. The Contracting Authority 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

[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.

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.

10.7. In case of a termination for material breach by the Coordinator, the Local Organiser may claim payment only for Services properly performed and costs duly incurred or committed up to the date of termination, subject to the submission and acceptance of the relevant reports and supporting documents, and in any event up to the value of the Budget as determined under Article 2, to be made by the Coordinator within 30 days of receiving a valid invoice and supporting documents 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 Contracting Authority, the European Union, the European Commission, EUSPA and any other body of the European Union, which the Local Organiser may otherwise have.

10.8. In all other cases of termination subject to this Article 10, the Local Organiser has the right to compensation only for the incurred and committed costs that are duly evidenced, directly related to the Services and accepted by the Coordinator and up to the value of the Budget while waiving any other claim for payment of compensation or damages of any kind against the Coordinator, the Contracting Authority, the European Union, the European Commission, EUSPA and any other body of the European Union 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. This requirement also applies to any amendment of or change to this Article 11.

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 the Local Organiser acknowledge that, for the purposes of the Data Protection Legislation and in the context of the Services, the data controller for the processing of Personal Data under the Specific Contract is the European Commission, Directorate-General for Defence Industry and Space (DG DEFIS), Unit C3 ("DEFIS C.3"), as Contracting Authority (the "Controller"). The Coordinator acts as data processor on behalf of the Controller in accordance with the Framework Contract and the Specific Contract. The Local Organiser shall act as an authorised sub-processor to the extent that it processes Personal Data on behalf of the Coordinator in connection with the Services.

13.2. The Local Organiser shall process Personal Data only for the purposes of performing the Services

under this Agreement and in accordance with this Agreement, the applicable privacy notices and consent forms approved for the CASSINI Space Camps, and the documented written instructions communicated by the Coordinator, acting in accordance with the instructions of the Controller.

13.3. The processing of Personal Data is necessary to enable the Local Organiser to provide the Services in relation to the Local Camp, including application and selection, registration and participation management, communication and coordination, logistical arrangements, programme delivery, health and safety, emergency management, feedback and evaluation, consent-based media and communication activities, and reporting, audit and accountability requirements. The Local Organiser shall not process Personal Data for its own independent purposes, including contacting participants regarding its own services. Where applicable local law requires the Local Organiser to process Personal Data for a separate statutory purpose, the Local Organiser shall inform the Coordinator before undertaking such processing, provide the required privacy information to the affected Data Subjects and act as an independent controller for that separate processing. Nothing in this Agreement authorises the Local Organiser to reuse Personal Data obtained through the Services for its own activities.

13.4. The Data Subjects include applicants and participants in the CASSINI Space Camps, including minors, their parents or legal guardians and authorised collection persons and, where applicable, experts, Trainers, personnel and volunteers involved in the implementation of the CASSINI Space Camps. The Personal Data processed shall be limited to the categories described in the applicable privacy notices and documented instructions, including identification and contact details, application and participation information, parental or guardian information and authorisations, health, dietary, accessibility and emergency information, logistics and travel information, attendance and evaluation information, optional media and creative outputs, and insurance or liability information.

13.5. The Coordinator and the Local Organiser shall comply with all applicable requirements of the Data Protection Legislation. This Article is in addition to and does not relieve, remove or replace either Party's obligations under the Data Protection Legislation. The Local Organiser shall indemnify and hold the Coordinator, the Contracting Authority, the EU, EUSPA and any and all bodies of the EU harmless against any claims, damages or liabilities arising from or relating to data-processing activities carried out by the Local Organiser that do not comply with this Agreement or the applicable Data Protection Legislation, unless the breach is solely based on the Coordinator's documented written instructions.

13.6. Since the activities carried out under this Agreement may involve the processing of Personal Data of minors, the laws applicable in the Local Organiser's jurisdiction may require measures in addition to those required under applicable EU Data Protection Legislation. The Local Organiser shall inform the Coordinator in writing without delay of any such requirements. The Parties shall coordinate and implement any additional measures necessary to ensure compliance with the applicable Data Protection Legislation.

13.7. The Local Organiser and the Coordinator shall ensure that any disclosure or transfer of Personal Data to third parties for the duration and purposes of this Agreement complies with the Data Protection Legislation and the documented instructions of the Controller. The Local Organiser acknowledges that the processing and transfer of Personal Data concerning minors may require additional measures and safeguards.

13.8. In relation to any Personal Data processed in connection with the performance of the Services (as per Article 1 of the Agreement), the Local Organiser shall:

13.8.1. process the Personal Data only on the documented written instructions of the Coordinator, unless processing is required by Union, Member State or other law applicable to the Local Organiser. In such case, the Local Organiser shall inform the Coordinator in writing of that legal requirement before processing, unless the applicable law prohibits such notification. If the Local Organiser determines the purposes and means of processing in breach of this Article, it shall be considered a controller in respect of that processing and shall be solely responsible for the resulting obligations and liabilities;

13.8.2. implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, alteration, disclosure or damage, taking into account the nature of the Personal Data, the risks of the processing, the state of technological development and the cost of implementation. Such measures may include, where appropriate, pseudonymisation and encryption, measures ensuring the confidentiality, integrity, availability and resilience of systems and Services, the timely restoration of access following an incident, and regular testing and evaluation of the effectiveness of the measures;

13.8.3. ensure that access to Personal Data is granted only to personnel who require such access for the performance of the Services and that all such personnel are subject to appropriate confidentiality obligations;

13.8.4. not transfer Personal Data to a third country or international organisation, including outside the European Union or the European Economic Area, unless the transfer has been authorised by the Controller, communicated through the Coordinator's documented written instructions, and made subject to all applicable safeguards;

13.8.5. assist the Coordinator, taking into account the nature of the processing, in responding to requests from Data Subjects and in complying with obligations concerning processing security, Personal Data breach notifications, data protection impact assessments and prior consultations. The Local Organiser shall forward any Data Subject request received directly by it to the Coordinator without undue delay and, in any event, no later than one Working Day after receipt;

13.8.6. notify the Coordinator in writing of any Personal Data breach without undue delay and, in any event, no later than one Working Day after becoming aware of it. The notification shall include, insofar as available, the nature of the breach, the categories and approximate number of Data Subjects and Personal Data records concerned, the likely consequences of the breach, and the measures taken or proposed to address and mitigate it;

13.8.7. retain Personal Data only for the periods specified in the applicable privacy notices and documented instructions. Upon expiry of the applicable retention period, upon the Coordinator's written direction or upon completion or termination of the Services, the Local Organiser shall securely return, delete, anonymise or otherwise render the Personal Data permanently inaccessible, unless continued retention is required by applicable law or the Coordinator's documented instructions; and

13.8.8. maintain appropriate records of the processing carried out under this Agreement and make available to the Coordinator all information reasonably necessary to demonstrate compliance with this Article. The Local Organiser shall allow for and contribute to audits or inspections conducted by the Coordinator, the Controller or an auditor mandated by

either of them.

13.9. The Local Organiser shall not engage another processor or sub-processor in connection with the processing of Personal Data under this Agreement without the Coordinator's prior specific written authorisation, issued in accordance with the Controller's authorisation. Where such authorisation is granted, the Local Organiser shall impose on that processor or sub-processor, by written agreement, the same data-protection obligations as those imposed on the Local Organiser under this Agreement. For the avoidance of doubt, such authorisation shall not permit subcontracting of the Services contrary to Article 8.1.

13.10. As between the Local Organiser and the Coordinator, the Local Organiser shall remain bound by its contractual obligations and fully liable for the acts and omissions of any processor or sub-processor appointed by it.

13.11. Nothing in this Agreement shall relieve either the Coordinator or the Local Organiser of its own responsibilities and liabilities under the applicable Data Protection Legislation. Each Party's liability for a breach of the Data Protection Legislation shall be determined in accordance with the applicable law and this Agreement.

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 form an integral part of this Agreement. Annexes 1 and 3 were issued by the Coordinator. Annexes 2, 4 and 5 are the final versions completed and submitted by the Local Organiser and approved by the Coordinator. Each Annex shall be identified by its title, version and date:

- 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”

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 over those in Annex 3, Annex 4 and Annex 5. The provisions of Annexes 4 and 5 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 except as expressly permitted under this Agreement.

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. This Agreement has been executed by the Parties on the dates indicated on the signature page and shall enter into force on the date on which the last Party signs it.

14.9. The Local Organiser shall keep confidential all information, documents, materials, personal data, business information, technical information, operational information and other non-public information received from or on behalf of the Coordinator, the European Union, the European Commission, Directorate-General for Defence Industry and Space or any other body of the European Union, or otherwise obtained in connection with the Agreement. The Local Organiser

shall use such information only for the performance of this Agreement and shall not disclose it to any third party without the prior written approval of the Coordinator, except where disclosure is required by applicable law. This obligation shall survive termination or expiry of the Agreement for as long as the information remains confidential.

14.10. The Local Organiser shall ensure that its personnel, Trainers, partners, suppliers and any other persons involved in the Local Camp are bound by confidentiality, data protection and conflict of interest obligations appropriate to their role. The Local Organiser shall ensure that no such person represents or purports to represent the Coordinator, the European Union, the European Commission, Directorate-General for Defence Industry and Space or any other body of the European Union unless expressly authorised in writing by the Coordinator.

14.11. The Local Organiser shall maintain complete, accurate and up-to-date records and supporting documents relating to the performance of the Services, including documents relating to participants, parental or legal guardian consents, insurance, safety protocols, Trainers, personnel costs, reports, deliverables, communications, incidents and compliance with this Agreement. The Local Organiser shall retain such records for five years after payment of the final amount under this Agreement and shall provide access to such records to the Coordinator upon request. The Local Organiser shall cooperate with any checks, audits or verifications carried out by the Coordinator or by any competent European Union body or authority, including by providing information and documents reasonably required for such checks, audits or verifications. Notwithstanding the foregoing, Personal Data shall be retained only in accordance with Article 13.8.7, the applicable privacy notices and the Controller's documented instructions. Records retained for audit purposes shall be limited to the Personal Data strictly necessary for those purposes and shall be anonymised or pseudonymised where reasonably possible.

14.12. Upon request by the Coordinator and in any event upon termination or expiry of the Agreement, the Local Organiser shall promptly hand over to the Coordinator all documents, materials, visuals, presentations, curricula, training materials, analyses, assessments, reports, data, evidence and other outputs created, collected or used in connection with the Local Camp, in editable and usable format where available, subject to applicable data protection law.

14.13. The Local Organiser acknowledges that it has no contractual relationship with the Contracting Authority, the European Union, the European Commission, the Directorate-General for Defence Industry and Space or any other body of the European Union in relation to the Local Camp or this Agreement. The Coordinator is the Local Organiser's sole contractual interface for all contractual and extra-contractual matters relating to this Agreement. Nothing in this Agreement shall be interpreted as granting the Local Organiser any direct claim, right of payment or contractual recourse against the Contracting Authority, the European Union, the European Commission, the Directorate-General for Defence Industry and Space or any other body of the European Union.

14.14. "Working Day" means any day other than a Saturday, Sunday or public holiday in Belgium on which the Coordinator's offices are open.

15. Signatures

On behalf of the Coordinator:

Novaspace SRL

Thomas Tanghe, Partner

Date: _____

Location: _____

Signature:

_____

On behalf of the Local Organiser:

_____

[Organisation]

_____

[Representative, position/ title]

Date: _____

Location: _____

Signature:

_____

The following annexes form an integral part of this Agreement:

- Annex 1: “Application Guide for Local Organisers”
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- Annex 5: “Budget Template”