REQUESTING PARTY AGREEMENT

BETWEEN

THE REPUBLIC OF SLOVENIA

AND

THE EUROPEAN SPACE AGENCY

FOR

ASSISTANCE TO NATIONAL SPACE PROJECTS

The Republic of Slovenia (hereinafter referred to as "Slovenia"),

and

The European Space Agency (hereinafter referred to as "ESA" or the "Agency"), an international intergovernmental organisation, established by the Convention for the Establishment of a European Space Agency (hereinafter referred to as the "ESA Convention"), which was opened for signature in Paris on 30 May 1975 and which entered into force on 30 October 1980,

(referred to hereinafter collectively as the "Parties" and individually as a "Party"),

HAVING REGARD to Article II of the ESA Convention, according to which it is the Agency's purpose, *inter alia*, to elaborate and implement activities and programmes in the space field and to coordinate the European space programme and national programmes,

HAVING REGARD to Article IX.2 of the ESA Convention, whereby the Agency may make available its assistance to a Member State wishing to engage in a project outside the activities and programmes referred to in Article V of the ESA Convention but within the purpose of the Agency,

HAVING REGARD to the Financial Regulations of ESA in their current version (ESA/REG/005, rev.3), and in particular Article 40.1 thereof, according to which the Agency may make its expertise, facilities, services or products related to activities and programmes outside the scope of Article V.1 of the ESA Convention available in accordance with the principle that full costs shall be borne by the requesting party,

HAVING REGARD to the standardised Requesting Party Activity scheme for the implementation of Member States' National Programmes, approved by the ESA Council in December 2021,

CONSIDERING that Slovenia, having become a Member State of ESA on 1 January 2025, wishes to continue the development and stimulation of its space sector and therefore has requested the Agency's assistance to national space projects,

HAVE AGREED AS FOLLOWS:

ARTICLE 1
PURPOSE AND SCOPE

1. The purpose of this Agreement is to define the content of, and to establish the conditions for, assistance to be provided by ESA to Slovenia, at Slovenia's request, for national space projects (hereinafter referred to as "Requesting Party Activities" or "RPA") as further specified in Annex 1.

2. ESA shall provide the assistance in accordance with its rules and regulations and standard internal practices, subject to the provisions of the present Agreement.

ARTICLE 2
IMPLEMENTATION FRAMEWORK

1. ESA will manage the technical and contractual aspects of the RPA.

2. The RPA will entail two types of procurement activities:

   a) "Top-Down" Activities, for which the content of the activity is defined in the Invitation to Tender (hereinafter "Top-Down Activities"); and

   b) Competitive "Open Call" Activities, for which the content of the activity is to be proposed by the tenderers within certain framework conditions defined in the Call (hereinafter "Open Call Activities").

3. The implementation of the RPA will be overseen by the RPA Board, which will have project and financial responsibility over the RPA. The composition and responsibilities of the RPA Board are specified in Annex 3.

ARTICLE 3
PROCUREMENT

1. ESA shall be responsible for procurement relating to the RPA and for the negotiation, signature and management of the resulting contracts. The ESA Procurement Regulations (ESA/REG/001) shall apply, in their version in force at the time of application, and subject to the provisions of the present Agreement and in particular its Annex 2. In particular:

   a) For "Top-Down" Activities: the objective of the Invitation to Tender, its provisions on industrial policy, and the financial envelope of the activity shall require the written approval of the RPA Board prior to publication. The RPA Board shall be informed of the recommendation of the Tender Evaluation Board (TEB); and

   b) For "Open Call Activities": Calls for proposals shall be conducted by ESA in accordance with the dedicated procedure for Calls for Proposals, which is subject to the Procurement regulations and the amendments listed in Annex 2.

2. Any contract change that increases the value of an awarded contract by more than 20,000 Euros shall be submitted to the RPA Board for approval. Any other contract change may be authorised by ESA without prior approval of the RPA Board.

ARTICLE 4
CONTRIBUTION LEVEL

1. Slovenia shall contribute with an annual amount (hereinafter the "annual allocation") for each year that the RPA is in force.

2. Slovenia's 2025 annual allocation shall amount to 1.500.000 Euros at current economic conditions.

3. For subsequent years, Slovenia shall inform ESA of its annual allocation for year "n" at the latest in November of year "n-1" provided that the annual allocation:

   a) Is between 500,000 Euros and 10,000,000 Euros at current economic conditions, and

   b) Does not exceed 25% of the average of Slovenia's annual ESA budget covering mandatory activities and optional programmes for year "n-1" and year "n".

ARTICLE 5
FUNDING AND FINANCIAL LIABILITY

1. In accordance with Article III.2 of Annex II to the ESA Convention and Article 40.1 of the Financial Regulations of ESA, all costs incurred by ESA in the implementation of the RPA shall be borne by Slovenia. Accordingly, Slovenia shall cover the full costs incurred by ESA in providing the technical and contractual management of the RPA and including in particular the amounts of the industrial contracts placed by ESA and ESA's internal costs, which shall be calculated on the basis of Full Costs, as defined in Annex I to the Financial Regulations of ESA. ESA shall only commit funds already received from Slovenia. Any funds not committed at the end of the RPA shall be reimbursed to Slovenia.

2. The annual allocation referred to in Article 4 above shall be paid in two instalments:

   a) a first call-up (50% of the annual amount of year "n") shall be issued in December of year "n-1" to be paid before 31 January of year "n"; and

   b) a second call-up (50% of the annual amount of year "n") shall be issued in June of year n to be paid before 31 July of year "n".

3. The call-up for the first year of the RPA shall be issued shortly after the entry into force of the present Agreement for the full amount of that year, even if it is not a full calendar year.

4. In case Slovenia decides, in the course of a calendar year, to increase the annual allocation in line with the limits stipulated in Article 4 above, a supplementary call-up shall be issued for payment by Slovenia within 30 days.

ARTICLE 6
INTELLECTUAL PROPERTY RIGHTS

1. The Rules on Information, Data and Intellectual Property (ESA/REG/008) shall apply, in their version in force at the time of such application.

2. Each Party shall retain ownership of all intellectual property rights belonging to it and which were produced prior to, or outside of the framework of, the present Agreement ("background IPR"). If the Parties intend to use background IPR in the context of the present Agreement, they shall enter into a separate agreement setting forth the terms and conditions of such use.

3. Each Party shall have exclusive ownership of all intellectual property rights resulting from work performed, within the framework of the present Agreement, exclusively by that Party without the contribution of the other Party and without the use of background IPR of the other Party.

4. In the event that intellectual property rights result from work performed within the framework of the present Agreement, and involving the contribution of both Parties, the Parties shall define in a separate agreement the allocation of the IPR between them, the conditions of exploitation of such rights and any other related aspect, including on protection and enforcement.

5. Without prejudice to Article 7 below, this Agreement neither offers nor grants the Parties any right or licence relating to past, present or future information, data or IPR belonging exclusively to the other Party.

ARTICLE 7
EXCHANGE OF INFORMATION, DATA, ASSETS AND SOFTWARE

1. The exchange of information, data, assets or software necessary for the Parties to perform their obligations under the present Agreement is subject to the conditions set out in this Article.

2. For the purposes of this Agreement, Slovenia and ESA shall not exchange information, data, assets or software, which are subject to restrictions as to their use or disclosure.

3. If one Party requests the other Party to provide information, data, assets or software, the Parties shall determine the applicable terms and conditions in a separate agreement.

4. In any event, all information, data, assets or software provided by one Party to the other shall be treated as "proprietary information" by the receiving Party, who shall apply to them precautionary and protective measures at least equivalent to those it takes to protect its own information, data, assets and software of comparable importance. Each of the Parties shall take reasonable precautions to prevent disclosure of the other Party's information, data, assets and software subject to proprietary rights to persons other than the receiving Party's employees. In case of unauthorised disclosure, the receiving Party shall immediately inform the other Party and both Parties shall endeavour to remedy the situation together.

5. All information, data, assets and software subject to proprietary rights provided by one Party to the other shall remain the property of the disclosing Party. At the latter's request, the receiving Party must either immediately return to it the information, data, assets and software protected by proprietary

rights plus all copies and/or derived products or certify in writing that it has been destroyed in its totality.

6. Whether protected by proprietary rights or not, the information, assets, data or software transferred under this Agreement shall be used by the receiving Party exclusively for the purposes and duration of this Agreement, without unauthorised disclosure to any third party (other than ESA contractors' employees acting for ESA).

ARTICLE 8
EXPORT CONTROL

The Parties shall comply with all applicable legislation on export control. No provision of this Agreement shall require the Parties to transfer information, data, assets or software in violation of the applicable legislation on export control.

ARTICLE 9
PERSONAL DATA PROTECTION

Each Party is individually and separately responsible for complying with the level of protection resulting from its data privacy regulations relating to personal data, it being recognised that:

(i) Slovenia undertakes to comply with the Personal Data protection laws applicable to it in the European Union, which are recognised as providing an adequate level of protection under the ESA Personal Data Protection Framework;

(ii) ESA undertakes to comply with the ESA Personal Data Protection Framework;

(iii) If any additional arrangement is necessary to ensure a required level of protection, the Parties shall supplement the present Agreement with the necessary provisions.

ARTICLE 10
LIABILITY

1. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's associate entities (contractors, subcontractors, researchers or their contractors and subcontractors) or employees of the other Party's associate entities, for any injury or death of its personnel or its associate entities' personnel, nor for any damage to or loss of its own assets or of its associate entities' assets arising from or related to activities conducted under this Agreement.

2. This cross-waiver of liability shall not apply to:

(a) claims for damages between one Party and one of its associate entities or between its associate entities;

(b) claims for damages emanating from a natural person or a natural person's heirs, beneficiaries or their proxies for any injury, other harm to health or death of this natural person;

(c) claims for damages concerning intellectual property;

(d) claims for damages resulting from gross negligence or deliberate acts.

3. In the event of third-party claims, the Parties shall consult promptly on any potential liability, on any apportionment of such liability and on the defence of such claim.

4. In case ESA is requested to procure a launch service under this Agreement, all issues relating to apportionment of liability, indemnifications, and the registration of space objects, shall be agreed separately in writing.

ARTICLE 11
SETTLEMENT OF DISPUTES

Where a dispute arises in relation to the application, interpretation or implementation of this Agreement and cannot be settled amicably between the Parties, it shall, at the request of either Party, be submitted to arbitration. In such case, the provisions of Article XVII of the ESA Convention shall apply.

ARTICLE 12
AMENDMENTS

The Parties may amend the provisions of this Agreement by mutual agreement in writing and in accordance with applicable rules, regulations and policies. Amendments shall take effect on the date of their signature by the Parties.

ARTICLE 13
ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Agreement shall enter into force upon its signature by both Parties. In the event that the Agreement is signed on different dates, the later signature determines the date of entry into force.

2. This Agreement shall remain in force for five years from the date of its entry into force. It may be extended by written agreement between the Parties.

3. Each Party may terminate this Agreement by giving the other Party at least 12 months' written notice of its intent to terminate ("early termination").

4. In case of early termination of this Agreement at Slovenia's request, and in line with Article 5.1 above, Slovenia shall bear the full costs incurred by ESA until such termination becomes effective.

5. After the expiration or termination of this Agreement, the Parties shall continue to be bound by their obligations under Articles 6 (Intellectual Property Rights), 7 (Exchange of data, assets and software), 8 (Export Control), 9 (Personal Data Protection), 10 (Liability) and 11 (Settlement of

Disputes), and by any other obligation which survive, expressly or impliedly, expiration or termination of this Agreement.

Done in two originals in the English language, which shall be legally authentic for the purpose of interpretation of the present Agreement. The signatories may also establish translations hereof in the Slovenian, French and German languages, which shall not, however, be considered as authoritative for the purposes of interpretation.

For the Republic of Slovenia

Tanja Permozer
Head of the Slovenian Space Office

Ljubljana, 8 September 2025

For the European Space Agency

Josef Aschbacher
Director General

Paris, 25 September 2025

Annex 1: Goals and key activities of the RPA, reporting and reviews

The goal of the RPA is to provide a means for Slovenia to address those aspects of space development that are not covered by ESA's optional programmes, leading to a holistic space policy and space investment. In particular, the goals shall be:

a) To build competences and capabilities centred on product or service development that can help to ensure sustainable industrial return in ESA's optional programmes to which Slovenia subscribes.

b) To build competences and capabilities centred on product or service development to suitably prepare the national industry for future inclusion in ESA's optional programmes to which Slovenia intends to subscribe within five years.

c) To build and demonstrate competences and capabilities leading to a sustainable long-term business case.

The RPA shall not be used to fund infrastructure development projects or procurements.

In line with the above, Slovenia may seek to implement activities, through the RPA, in the following fields:

- Low Technology Readiness Level (hereinafter referred to as "TRL") preparatory activities (e.g. TRL 1-3);
- Flight opportunities: in particular in cooperation with other national programmes;
- Space related training courses for industry (e.g. soldering, inspections etc.);
- Space science payload funding (e.g. to contribute payloads to ESA's science missions);
- Space science activities (e.g. using the Agency's science mission data or the Space Safety Programme observation campaigns);
- National satellite/small satellites CubeSat activities up to Phase B1;
- Education: Building university courses to answer to national space industry needs;
- Education: High School initiatives to encourage pursuing a carrier in space (e.g., CanSat activities);
- Support activities, e.g., support functions to Slovenia's delegation to ESA. For example, provision of an independent expert (non ESA-staff) contracted by ESA who can support the delegation and industry in all matters related to ESA, in particular ESA procurement and building up of industrial capacity in the field of space activities; the performance of market surveys or socio-economic studies etc. in support of defining a national policy;
- National Trainee funding;
- Secondments;
- Preparatory activities, e.g., market surveys, requirement definitions and demonstrators (TRL 1-3);

- Research and development (technology demonstrations to enter ESA programmes, TRL 3-6);
- Industrial process development and qualification/certification which give competitive advantage and are specific to space and relevant to ESA optional programmes;
- Downstream applications (entry into customers supply chain, TRL 6-8).

Annex 2: Amendments to the ESA Procurement Regulations

A. Applicability of the ESA Procurement Regulations

The ESA Procurement Regulations (ESA/REG/001) shall be applied subject to the modifications listed in the table below. Modifications of the ESA Procurement Regulations shall apply ipso jure to the provisions of this Annex.

ARTICLE	Title	Applicability
ARTICLE 7	Reporting	Not Applicable
ARTICLE 8	Submission of Procurement Matters to the IPC and AFC	Not Applicable
ARTICLE 10	Principles	Applicable, except Article 10.1 d)
ARTICLE 11	Granting of Special Rights in the Frame of Agreements	Applicable when agreed on a case-by-case basis
ARTICLE 13	Competitive Tendering	Applicable, except Article 13.2 f)
ARTICLE 14	Non-Competitive Tendering	Applicable, except Article 14.1 g)
ARTICLE 16	Two-Stage Tendering	Applicable, except Article 16.1 d)
ARTICLE 18	Qualification, Exclusion, Suspension and Registration of Economic Operators	Article 18 paras. 1-10 are applicable
ARTICLE 21	Submission to the Industrial Policy Committee and Thresholds	Not applicable
ARTICLE 23	Tender Evaluation Board and Panels	Applicable, except Article 23.1 b)
ARTICLE 24	Content of the Invitation To Tender	Applicable, except Article 24.1 p), q), r) and s)
ARTICLE 27	Addressees of the Invitation To Tender	Applicable, except Article 27(1) b); c)(i); d)(i), and 27(4)
ARTICLE 42	Results of Evaluation and Recommendation	Applicable, except Article 42.4 which is replaced by the following: "The above recommendation shall be submitted for decision by the RPA Board which may when considered necessary take into account other elements with the aim of attaining the objectives set under Article 10.1 c)"
ARTICLE 43	Submission of Contract Proposal and Information Note to the Industrial Policy Committee	Not applicable

B. Adjustments to the ESA Implementing Instruction concerning the Tender Evaluation Manual

Any reference to "the Procurement Regulations" in the Tender Evaluation Manual (Annex III to ESA/REG/001) shall be understood as the tailored set of regulations in this Annex 2.

Any reference to ESA Industrial policy or geographical distribution (e.g., 7.7.1 or 7.7.3) shall not be applicable.

C. Adjustments to the General Conditions of Tender for ESA Contracts

Any reference to "the Procurement Regulations" in the General Conditions of Tender for ESA Contracts (Annex IV to ESA/REG/001) shall be understood as the tailored set of regulations in this Annex 2.

Any reference to ESA Industrial policy or geographical distribution in the General Conditions of Tender for ESA Contracts (e.g., point A.4) shall not be applicable.

Annex 3: The RPA Board and ESA subordinate bodies

A. The RPA Board

1. Composition

The RPA Board shall be composed of the following members:

- A Co-Chair appointed by Slovenia;
- A Co-Chair appointed by ESA;
- A Secretary appointed by ESA; and
- A Programme Manager appointed by ESA.

Each Party shall notify the other Party of such appointments in writing within four weeks of the entry into force of the present Agreement. ESA may appoint the same individual to hold the functions of both Secretary and Programme Manager.

2. Responsibilities

The members of the RPA Board shall have the following responsibilities:

a) The decisions of the RPA Board foreseen under this Agreement shall be taken exclusively by the Co-Chairs. Such decisions shall be taken jointly by the Co-Chairs and shall require agreement of both, subject to the respective Parties' approval procedures, if applicable. In particular, any procurement implemented under this Agreement needs to be approved by both Co-Chairs, as set out in Article 3 above.

b) The Secretary shall be responsible for handling any administrative matter arising during the implementation of the RPA including, in particular, the preparation of quarterly reports submitted to the RPA Board, the preparation of the annual review of the activities by the RPA Board and the preparation of the decisions of the RPA Board. The Secretary shall also be responsible for the organisation of the meetings of the RPA Board, including the recording of all decisions.

c) The Programme Manager shall be responsible for the implementation of all the decisions of the RPA Board and for the day-to-day implementation of the RPA.

3. Quarterly reporting

A quarterly report shall be prepared by the Secretary and distributed to the RPA Board. It shall cover:

- The financial situation of the RPA;
- The list of approved activities and their status;
- The high-level assessment of the performance;
- The key events or issues the past three months.

4. *Annual review*

An annual review of the RPA shall be held each year. It shall be attended by:

- The RPA Board;
- A maximum of three advisors for each Co-Chair (optional); and
- An assistant to the Secretary (optional).

Additional attendees are subject to approval of both Co-Chairs and may include ESA programme representatives. The role of all such advisors, assistants and additional attendees is limited to the expression of opinions and reporting; they shall have no decision-making authority.

The annual review shall cover:

- The financial situation of the RPA;
- The status of each approved activity;
- The planning for the year ahead (calls, events, trainings etc.);
- Discussion and agreement on the programmatic aspects of any open calls and their timing;
- Discussion and agreement on any pre-planned Top-Down activities and their timing;
- Any other business (AOB).

B. Annual report to the IPC, AFC and Programme Boards

The Programme Manager shall prepare an annual report, which shall include:

- A budget summary (contributed amount to date and used amount);
- A list of approved activities over 50,000 Euros and their status (title, prime contractor, amount, status [approved, in negotiation, running, closed], objectives of the activity); and
- A summary of other key information (e.g., Trainees, Secondments) pertinent to the RPA.

This annual report shall be submitted to the RPA Board, the IPC, the AFC, and the relevant programme boards for information. The IPC may provide Council with comments and recommendations based on the report.