

LOAN AGREEMENT

Between:

The **EUROPEAN SPACE AGENCY**,
(hereinafter called "the Agency" or "ESA"),
located at: 24 rue du Général Bertrand,
75007 Paris, France,

represented by Josef Aschbacher, its Director General

of the one part,

and:

the **CONSORCIO PARQUE DE LAS CIÊNCIAS**
(hereinafter called "Parque de las Cièncias"),

whose Registered Office is at:

Avenida del Mediterráneo s/n
18006 Granada
Spain

represented by Luis Alcalá Martínez, Managing Director, Parque de las Cièncias

of the other part,

the following has been agreed:

ARTICLE 1: SUBJECT OF THE AGREEMENT

1. By virtue of this Agreement ESA provides the Parque de las Cièncias with exhibition models (hereinafter called the “Loan Objects”) on the basis of a gratuitous loan for the purpose of exhibiting the Loan Objects at the Parque de las Cièncias in Granada.
2. The Loan Objects are identified and described in detail in Annex I hereto.

This Agreement shall cover the loan period starting on 1 January 2022 and ending on 31 December 2027.
3. Upon expiry of the loan period specified in Article 1.2 above or any further extended loan period (as specified in this Article 1.3), the loan may be renewed by written agreement between the parties, to be signed not later than six months before the expiry of the relevant loan.

ARTICLE 2: OBLIGATIONS OF ESA

1. In the context of this Agreement ESA shall ensure the adequate packaging of the Loan Objects and their transport from their place of origin to their place of delivery indicated by the Parque de las Cièncias.
2. ESA warrants that it has the power and authority to make the Loan Objects available to the Parque de las Cièncias for the purposes of this Loan Agreement.

ARTICLE 3: OBLIGATIONS OF PARQUE DE LAS CIÈNCIAS

In the context of this Agreement the Parque de las Cièncias shall:

- a) Perform an acceptance check of the Loan Objects upon hand-over and provide ESA a copy of the corresponding protocol. Likewise, upon return of the Loan Objects, ESA shall perform an acceptance check of the Loan Objects to evaluate the satisfactory state thereof.
- b) Carry out such ordinary maintenance and repair works for the Loan Objects as are reasonably necessary to keep the Loan Objects fit for the purpose of exhibition, starting from the hand-over by ESA and ending with the definite expiry of the loan period specified in Article 1.2 and Article 1.3 above.

Methods of repair and maintenance work must be submitted to ESA for written approval before repairs are carried out.

Any such repair and maintenance works will be implemented at the expense of the Parque de las Cièncias.

- c) Provide ESA with access to the Loan Objects, upon reasonable notice to be given by ESA, for the purpose of verifying their technical status.
- d) Ensure that the ESA and Ariane Charter visual identity signs and markings on the Loan Objects are maintained. Ensure that the Loan Objects are used to present European space programmes, and that the description of the Loan Objects provided by ESA in Annex II are translated into the relevant languages and duly exhibited together with the Loan Objects. Any additional written, graphic and audio-visual material describing the Loan Objects shall be submitted to ESA for approval, at least two weeks before the inauguration of the exhibition. shall be clearly marked as representing ESA programmes. This shall be done by suitable written and graphic explanations to be agreed with ESA.
- e) Acknowledge and accept that ESA, the Centre National d'Etudes Spatiales, CNES and Arianespace, have concluded on November 23, 1989, a Charter ("the Charter"), that establishes rules concerning the use, distribution and publication of documents, various items and other materials conveying the Ariane launcher's brand image (Ariane image). An Ariane Charter Joint Committee (the Committee), composed of members of CNES, ESA and Arianespace, has been founded to that end. The Committee is in particular responsible for ensuring the proper use of the Ariane image, in line with the principles set out in the Charter.
- f) Ensure that due credit is paid to the members of the Ariane Charter, with the following boilerplate to be placed next to the Ariane 5 model or Ariane 5 imagery. *"Ariane 5 is an ESA programme, designed and developed by CNES for ESA and the exploitation of which is entrusted to Arianespace"* and expose it visibly. Any additional written, graphic and audiovisual descriptions of the Ariane 5 model shall be submitted to ESA and the Ariane Charter for approval.
- g) Ensure an adequate insurance covering damage caused to the Loan Objects in the period between hand-over to the Parque de las Cièncias and the termination of the loan period. This insurance coverage shall also include the transport insurance for the Loan Objects on their transport back to ESA (the specific ESA site is to be identified by ESA) from the Parque de las Cièncias.

The estimated value of the Loan Objects can be found in Annex I.

- h) Ensure an adequate insurance coverage for damage caused by the Loan Objects to the Parque de las Cièncias or to third parties or to their property, starting from the hand-over of the Loan Objects and ending with the return of the Loan Objects to ESA.

Under no circumstances shall ESA be held liable for damage caused by the Loan Objects to the personnel of the Parque de las Cièncias, nor to third parties, save for any damage caused by the Loan Objects as a result of ESA's negligence.

- i) Provide visitors of the Parque de las Cièncias with the possibility to take pictures of the Loan Objects, unless the purpose is for commercial use. In the latter case, official authorisation has to be obtained from ESA by the Parque de las Cièncias, and such authorisation shall not be unreasonably withheld or delayed by ESA.
- j) Refrain from sub-lending the Loan Objects to a third party without prior approval by ESA.
- k) At the end of the loan period, ensure the adequate packaging of the Loan Objects, their return transport and relevant transport insurance to ESA stores (within one of its Member States) to be identified by ESA.

Nothing in this Agreement shall be deemed to exclude the liability of the Parque de las Cièncias for death or personal injury caused by its negligence.

ARTICLE 4: FINANCIAL ASPECTS

The execution of this Agreement will be made on the basis of "no exchange of funds" between the Parties.

However, the Parque de las Cièncias is obliged to cover the cost items mentioned in Article 3.

ARTICLE 5: POINTS OF CONTACT

The following persons are nominated as points of contact for each Party for the implementation of this Agreement.

- a) Ms Wendy Slater, Communication Department
as representative of the European Space Agency,

ESA Headquarters
24 rue du Général Bertrand,
CS 30798
75345 PARIS Cedex 7, France

Tel : +33-1-53697418
E-mail: Wendy.Slater@esa.int

Ms Karina De Castris, Communication Department

European Space Agency
ESA ESRIN,
Largo Galileo Galilei, 1
00044 Frascati (Rome), Italy

Tel: +39 06 94180844
Email: karina.de.castris@esa.int

b) Mr Manuel Roca, Head of Production for Exhibitions

as representative of Parque de las Cièncias

Avenida del Mediterráneo s/n
18006 Granada, Spain

Telephone: +34-958-131900 ext. 305
E-mail: roca@parqueCièncias.com

ARTICLE 6: SETTLEMENTS OF DISPUTES AND APPLICABLE LAW

1. Each and every dispute which may arise out of, or relate to, the interpretation or execution of this Agreement, and which cannot be settled amicably within a reasonable period of time shall be submitted to arbitration, which will follow the Rules of Conciliation and Arbitration of the International Chamber of Commerce (Paris).
2. The Agreement shall be governed by the laws of Spain.

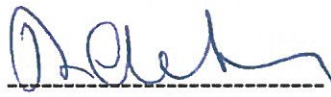
ARTICLE 7: COMING INTO FORCE – TERMINATION

1. The Agreement shall enter into force on the day of its signature by both Parties.
2. The Agreement shall end with the expiry of the loan period, the return of the Loan Objects to ESA and the satisfactory settlement of all activities under the Agreement by both Parties.
3. Both Parties have the right to terminate the Agreement with immediate effect in case the other Party has continued to violate one or more provision(s) of this Agreement following a written request by the other Party to adhere to them.
4. Both Parties shall undertake all necessary steps to wind up the Agreement following either Party's termination or following the nominal end of the loan period.

Done and signed in two original copies, one for each Party to this Agreement.

On behalf of the Agency in Paris,

on this day17/02/2022.....



Philippe Willekens
Head of the Communication Department, ESA

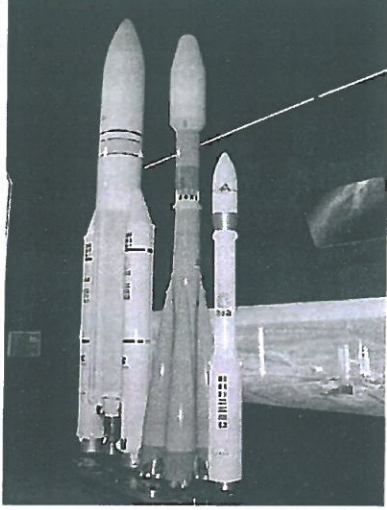
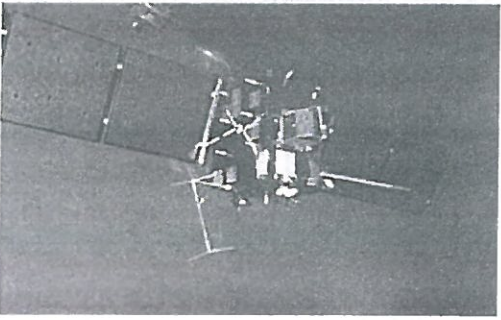
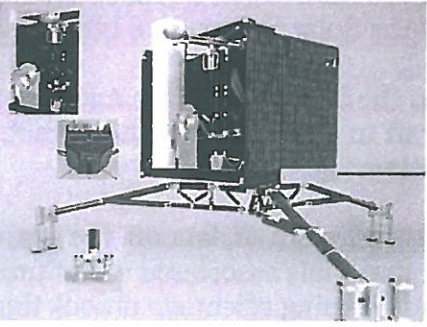
On behalf of Parque de las Cièncias in Granada,

on this day7/3/2022.....



Luis Alcalá Martínez
Managing Director

ANNEX I

Loan item:	Replacement Value in Euro	Photos
<p>Ariane 5 model in scale 1:10 Crate numbers A273/274/275</p>	<p>16,000 Euro</p>	
<p>Rosetta model in scale 1:4 Crate number R604</p>	<p>10,800 Euro</p>	
<p>Rosetta lander model, scale 1:4 Crate number R582</p>	<p>7,200 Euro</p>	

ANNEX II

Ariane 5

Modern life increasingly depends on space-based services. Global communications, broadcasting, weather forecasts, Earth observation, and positioning and navigation systems all require reliable, high-performance and affordable launch systems.

With the highly successful Ariane family, the European Space Agency's Member States have had independent access to space since 1979.

Three launchers today provide Europe's Spaceport in French Guiana with a full range of launch services and capabilities, for different types of satellites and orbits. Ariane 5 can carry multiple satellites and different types of payloads weighing up to 10 t into geostationary transfer orbit and over 20 t into low orbits. Vega can place satellites of 1.5 t in a polar orbit and can carry multiple payloads. The Soyuz launcher places payloads of up to 3.2 t into geostationary transfer orbit.

ESA and European industry are now building the new Ariane 6 launcher and Vega C. These are being developed in parallel to maximize the use of common technologies, processes and equipment.

Ariane 5 is an ESA programme, designed and developed by CNES for ESA and the exploitation of which is entrusted to Arianespace
Model in scale 1:10

Rosetta, rendezvous with a comet

Comets are time capsules, made up of primitive material left over from the birth of the Solar System, 4.6 billion years ago.

In 2014, the European Space Agency's Rosetta mission became the first spacecraft to rendezvous with a comet, opening a new chapter in Solar System exploration.

Providing a wealth of data on the gas, dust and structure of the nucleus and organic materials associated with Comet 67P/Churyumov-Gerasimenko, Rosetta is helping scientists unlock the history and evolution of our Solar System.

Scale 1:4

The European Space Agency

ESA, the European Space Agency, provides Europe's gateway to space. ESA is an intergovernmental organisation, created in 1975, with the mission to shape the development of Europe's space capability and ensure that investment in space delivers benefits to the citizens of Europe and the world.

ESA covers a wide range of activities, including space transportation, science, robotic and human exploration, navigation, Earth observation, telecommunications, space safety and operations. It designs, builds and operates facilities and a fleet of space missions in orbit around the Earth and in the Solar System, and flies European astronauts with international partners.

ESA has 22 Member States: Austria, Belgium, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, the Netherlands, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland and the United Kingdom. Latvia, Lithuania and Slovenia are Associate Members. Canada takes part in certain programmes under a cooperation agreement. ESA has signed European Cooperating States Agreements with Bulgaria, Cyprus and Slovakia, and cooperation agreements with Croatia and Malta.

By coordinating the financial and intellectual resources of its members, ESA can undertake programmes and activities far beyond the scope of any single European country. ESA works closely with European industry, national space agencies and the European Union, and cooperates with space agencies worldwide.

La Agencia Espacial Europea

La Agencia Espacial Europea, ESA, es la puerta de Europa al espacio. La ESA es una organización intergubernamental creada en 1975 con la misión de coordinar el desarrollo de la capacidad espacial europea y de garantizar que la inversión en el sector espacial se traduzca en beneficios para los ciudadanos de Europa, y del mundo en general.

La ESA abarca un amplio abanico de actividades, incluyendo transporte espacial, ciencia, exploración humana y robótica, navegación, observación de la Tierra, telecomunicaciones, seguridad espacial y operaciones. Diseña, construye y opera instalaciones y una flota de misiones espaciales en órbita alrededor de la Tierra y en el sistema solar, y envía al espacio astronautas europeos en colaboración con sus socios internacionales.

La ESA está compuesta por 22 Estados miembros: Alemania, Austria, Bélgica, Dinamarca, España, Estonia, Finlandia, Francia, Grecia, Irlanda, Italia, Hungría, Luxemburgo, Noruega, Países Bajos, Polonia, Portugal, Reino Unido, República Checa, Rumanía, Suecia y Suiza. Letonia, Lituania y Eslovenia son miembros asociados. Canadá participa en algunos programas en virtud de un acuerdo de cooperación. Además, la ESA ha firmado acuerdos de Estado Europeo Cooperante con Bulgaria, Chipre y Eslovaquia, así como acuerdos de

cooperación con Croacia y Malta.

Al coordinar los recursos financieros e intelectuales de sus miembros, la ESA puede emprender programas y actividades que quedarían fuera del alcance individual de cualquier país europeo. Colabora estrechamente con la industria europea, las agencias espaciales nacionales y la Unión Europea, y coopera con agencias espaciales de todo el mundo.

www.esa.int