



## Cooperation Agreement

Between

Deutsches Zentrum  
für Luft- und Raumfahrt e.V. (DLR)  
(German Aerospace Center)  
Linder Höhe  
D-51147 Cologne  
Germany

- DLR -

And

The National Institute for Aerospace Technology "Esteban Terradas" (INTA)  
Ctra.Torrejón - Ajalvir km 4,  
28850 Torrejón de Ardoz (Madrid)  
Spain

- INTA -

To establish the terms of collaboration between the Parties, in particular in the field of  
the RAX instrument, the Raman spectrometer for MMX mission

- Singularly referred to as "Party" and collectively referred to as "the Parties" -

Of the one part, Mr. José María Salom Piqueres, General Director of the National Institute of Aerospace Technology "Esteban Terradas", hereinafter referred to as INTA, by virtue of the Royal Decree 1061/2017, of the 22 of December, acting in the name of, and representing the aforementioned Institute domiciled to this effect at, Carretera de Ajalvir, Km. 4,5 - 28850 Torrejón de Ardoz, in the use of the powers recognised by Art. 16 of the Regulations of INTA, approved by the Royal Decree 925/2015, October 16th.

Of the other part, Deutsches Zentrum für Luft- und Raumfahrt e.V., represented by Anke Kaysser-Pyzalla, Chair of the DLR Executive Board and Klaus Hamacher, Vice Chairman of the Executive Board, with registered office at Linder Höhe, D-51147 Cologne, Germany, with tax identification number 216/5737/0239, duly registered in the Companies Registry of Local Court Bonn with number VR 2780 acting with power to act on the name and on behalf of the research centre (hereinafter referred to as "DLR").

INTA and DLR are individually referred to hereinafter as the "Party" and collectively as the "Parties".

Both Parties mutually acknowledge their legal capacity to enter into and be bound by this Cooperation Agreement and its obligations. Therefore, for this purpose:

**EXPOSE:**

1. DLR is the national aeronautics and space research centre of the Federal Republic of Germany. Its extensive research and development work in aeronautics, space, energy, transport, digitalization and security is integrated into national and international cooperative ventures.
2. The Institute of Optical Sensor Systems investigates and develops active and passive optical sensor systems for satellites, flying platforms and robotic systems. The institute is participating in the scientific analysis of the resulting data. It is involved in numerous national and international cooperation.
3. INTA is a Public Research Organization in accordance with the provisions of Law 14/2011, of June 1, on Science, Technology and Innovation, is an Autonomous Organization, attached to the Ministry of Defense, through of the Secretary of State for Defense, of those provided for in article 84.1.a). 1, of Law 40/2015, of October 1, on the Legal Regime of the Public Sector, specialized in aerospace technological research and

development, which has the functions indicated in article 7.2 of its Statute, approved by Royal Decree 925 / 2015, of October 16.

4. INTA specializes dually in technological research and development in aerospace, aeronautics, and hydrodynamics, and in security and defense technologies. From the Space Systems & Programs Department, Flight Segment Area, it develops scientific instrumentation and manages all related activities for flight space programs activities.
5. The parties seek to establish a framework dedicated to the development of an in-situ Raman spectrometer that is planned to be part of the Japanese Space Mission MMX (Mars Moon Exploration).
6. In the course of the MMX mission, a rover will be part of the spacecraft payload. The rover is developed in a mutual DLR/CNES cooperation, which is expected to land on the soil of Phobos in support of the Japanese sample-return Martian Moon Orbiter. The Institute of Optical Sensor Systems provides a Raman spectrometer to the Rover payload that will undertake mineralogical experiments on the Phobos moon.
7. This agreement describes the common understandings and commitments to this collaborative effort within the project „**Raman Spectrometer for MMX – RAX**“.

Therefore the Parties agree the following:

**CLAUSES:**

**1. Purpose and Nature of this Cooperation Agreement, Forms of Cooperation, Cooperation with Third Parties**

- (1) The purpose of this Agreement is to establish the conditions for collaboration of the Parties especially in the field of instrument level engineering of a Raman spectrometer. The aim is to establish at least one instrument intended for space flight dedicated to the aforementioned topics.
- (2) Moreover, the parties aim for
  - a. knowledge exchange, especially through lectures, workshops and publications
  - b. Implementation of joint research activities, especially concerning:
  - c. Exchange of visits of both Parties personnel for mutual scientific research and discussions, exchange of personnel
  - d. Exchange of equipment, instrumentation and other material (hereinafter referred to as material) necessary for tests in the frame of this Agreement
- (3) Each Party will use reasonable efforts to bring in its respective contributions on a non-exchange-of-funds-basis for pure scientific purposes as follows:

DLR will

- invite INTA to participate in the RAX project
- share instrument level responsibility
- grant a Co-PI-ship
- share visibility on instrument level to the outside community
- send back all RLA models – except the flight model - the latest at the end of the RAX project

INTA will

- share know-how and experience from previous missions namely ESA ExoMars mission (i.e. Raman Laser Spectrometer - RLS -)
- develop a laser module for the RAX project that is based on the ExoMars RLS laser module that may need to be modified to match RAX project needs, hereafter called RAX Laser Assembly (RLA)
- deliver hardware model/s of the RLA to DLR that are suited for verifying functional, electrical, mechanical and optical interfaces
- deliver a hardware model of the RLA to DLR that is suited for verifying optical performance

- perform any (delta-) qualification steps needed to ensure flight acceptability of the RLA
  - deliver a hardware model of the RLA to DLR that is intended for space flight
  - Both parties will explore suitable options to foster the Spanish-German research relations. If further cooperation projects between the Parties arise from this Agreement, the Parties will conclude separate agreements for such projects.
- (4) The Parties' field of work and any restrictions that the parties may be subject to under applicable laws or regulations, in particular funding regulations, will be taken into account and followed during the collaboration.
- (5) This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind. The Parties therefore will accomplish their research work under this Agreement, but do not enter into a joint venture or company and are not entitled to act for each other.
- (6) Each Party retains the freedom to carry out its own research activities related to this Agreement. If DLR were to enter into similar research and development contracts with third parties for the same or similar purpose, it undertakes to notify INTA in writing and before acquiring any commitment.

INTA will have maximum 30 (thirty) days to express its opinion regarding this possible participation of DLR, always related to the possible violation of INTA's industrial property rights. INTA will be able to request, within that period, the information and clarifications it deems appropriate, as well as to carry out the possible negotiations that both Parties deem appropriate. This period could be extended by a further 30 (thirty) days if deemed necessary by either Party.

## **2. Exchange of Information**

The Parties will exchange information and keep each other informed on their research in the field of cooperation on a regular basis. The manner and scope of this exchange can be mutually agreed upon. The Parties will take their obligations to third parties into account

## **3. Responsible for the Project and Monitoring**

The person responsible for the development of the Project will be Dr. Maximilian Buder (Hereinafter the Researcher), assigned to the Institute of Sensor Systems / DLR, which will have as a valid interlocutor on behalf of INTA Dr. Andoni G. Moral.

The project Principal Investigator responsible for science will be Dr. Ute Böttger till May 2022 and after that date Dr. Susanne Schröder assigned to the Institute of Sensor Systems / DLR, which will have as a valid interlocutor on behalf of INTA Prof. Fernando Rull, till December 2021 and after that date Dr. Olga Prieto-Ballesteros, from CAB (Centro de Astrobiología - INTA). The project system engineer responsible for engineering will be Dr. Till Hagelschuer on behalf of the Institute of Sensor Systems / DLR, which will have as a valid interlocutor on behalf of INTA Dr. Pablo Rodríguez.

These above will constitute a Monitoring Commission with the following responsibilities:

- Monitoring of research projects carried out under this agreement, as well as determining the composition DLR and INTA personnel that participate in said projects.
- The Commission will meet regularly on an annual basis, or when requested by any of the parties.
- Said commission shall be constituted as a mechanism for monitoring the Agreement and, within its powers will be those of proposing, clarifying and deciding as many doubts or controversies as may arise in the interpretation and execution of this Agreement, as well as ensuring its execution and the proper application of the media. Its decisions will be adopted by majority and, if it is not obtained, It will be subject to the provisions in the legislation.

Any notice, request or communication that the Parties must address under this Agreement, will be made to the following addresses:

To DLR

Communications of a scientific-technical nature:  
Space Instruments Department  
Att. Maximilian Buder  
Address: Rutherfordstr. 2  
12489 Berlin

Email: Maximilian.Buder@dlr.de  
Tel: +493067055

To INTA

Communications of a scientific-technical nature:  
Space Systems & Programs Department  
Att. Andoni G. Moral  
Address: Carretera de Ajalvir km 4,5  
Edificio A02  
Torrejón de Ardoz  
28850 Madrid

Email: moralia@inta.es  
Tel: +34 91.520.10.27

Any other communications:  
Transfer Technology Office  
Att. Head of the Technology Transfer Office....  
Address: Carretera de Ajalvir km 4,5  
Torrejón de Ardoz  
28850 Madrid  
Email: otri@inta.es  
Tel: +34 91.520.21.73

#### **4. No Exchange of Funds**

- (1) The Parties aim for a balanced contribution to the cooperation under this Agreement.
- (2) Each Party is responsible for the payment of its own costs that it incurs due to the collaboration under the Agreement. There will be no transfer of funds between the Parties.

#### **5. Use of Facilities**

- (1) The Parties give each other access to their facilities to the extent possible and necessary for performing cooperative tasks as set out in Section 1 above and for the purposes of this agreement.
- (2) The Parties will, ahead of time, agree on the terms and conditions (including financial aspects) of use of the respective other's facilities for performing cooperative tasks.

Any use of the facilities that goes beyond the purposes of this Agreement must be agreed upon in a separate contract at market terms.

#### **6. Working Regime**

While working at the respective other Party's facilities, the Parties' employees are subject to the working regime and policies applicable at the facility and must follow the professional instructions of the other Party's employees.

#### **7. Liability**

- (1) The Parties will carry out the collaborative work under this Agreement at their own responsibility and risk. Therefore, the Parties mutually indemnify one another for claims related to the execution of this Agreement unless the respective damages have been caused through intent or gross negligence. In the case of gross negligence, the Parties' liability is limited to compensation of immediate damage. No Party will have an obligation or liability for indirect, incidental or consequential damages, such as, for example, loss of use, revenue, profit, or forfeited penalties. The limitation of liability laid down in this Section 6 applies to any claim for damages whatever the legal basis for such claim with the exception of a claim resulting from an infringement of the Confidentiality obligations laid down in Section 8.
- (2) The Parties are not liable in the case of force majeure. Force majeure in this sense is an externally caused, extraordinary and unforeseeable event that cannot be prevented or avoided even through extreme care by the Parties; in other words, an event which cannot be attributed to the area of risk of the Parties. Force majeure in this sense includes, for example, storms, earthquakes, strikes, hostage situations, wars, unrest and natural catastrophes.

- (3) The Parties accept no warranty concerning the violation of third-party proprietary rights for results developed on the basis of the cooperation. As soon as any Party becomes aware of such proprietary rights, it will promptly notify the other Party. However, there is no obligation to research any such rights. Notwithstanding Subsection (1), liability in such cases is limited to intent.
- (4) No Party will be liable for any failure or delay in performance, or for incorrectness or inaccuracy of information or data supplied, advice given, or opinions expressed, or for any damages resulting from the use of such information or data.
- (5) Any mandatory statutory liability shall not be affected hereby. In case of personal injuries, legal provisions apply. The limitations of liability stated in Subsections (1)-(4) do not apply to any breach of confidentiality as stipulated in Section 7.
- (6) The only Party liable to damaged third parties is the Party that caused the damage. As a consequence, the Parties hold each other free from third party claims for damages which occurred during the execution of this Agreement.

## **8. Confidentiality**

- (1) For the purposes of this Agreement "Confidential/Proprietary Information" means any information of whatever kind and in whatever form acquired prior to or during the term of this Agreement by one Party (the "Receiving Party") from the other Party (the "Disclosing Party") relating in any way whatsoever to the PURPOSE, including but not limited to papers, drawings, software, know-how, data, technical, financial or personnel information as well as information relating to inventions, discoveries, techniques etc., provided it has been explicitly, clearly and conspicuously marked as "Confidential".
- (2) Neither Party grants exclusive ownership over the Confidential Information. The exchange of information does not involve a transfer or license of rights to the Confidential Information.
- (3) The Disclosing Party makes no warranties in respect to the condition, accuracy, fitness for any purpose, correction, completeness or performance of the Confidential Information.
- (4) Any information which is communicated orally or visually must be designated as "Confidential" at the time of disclosure and subsequently summarized in writing by the Disclosing Party, marked as "Confidential" and sent to the Receiving Party within a period of 30 (thirty) days after such communication, it being understood that such information shall be protected hereunder for the said 30 (thirty) day period.
- (5) The Parties will treat any Confidential/Proprietary Information as confidential for a period of five (5) years after the end of the term of this Agreement and will not disclose such information to any third party.
- (6) Each Party to this Agreement will ensure that internal distribution to its employees takes place only on a strict need-to-know basis and provided such employees are legally bound by obligations of confidentiality and non-use similar to those contained here.



- (7) The Parties shall ensure that any subcontractors and freelance personnel are legally bound by corresponding obligations in relation to Confidential/Proprietary Information.
- (8) The above obligations of the Receiving Party with respect to the handling and use of Confidential/Proprietary Information are not applicable to, and the Receiving Party therefore shall not be liable for, disclosure or use of Confidential/Proprietary Information provided by the Disclosing Party, in so far as said Information – without breach of this Agreement on the part of the Receiving Party:
- a. is in the public domain at the time of disclosure or thereafter enters the public domain, or
  - b. becomes known to the Receiving Party through disclosure by sources other than the Disclosing Party, having a right to disclose such Information, or
  - c. is, at any time, developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party, or
  - d. is approved for release or use by written authorization of the Disclosing Party,
  - e. is disclosed to comply with the law or legal process to which the Receiving Party is subject, provided that the Disclosing Party is given prior written warning of such requirement and intent to disclose the information, so the Disclosing Party may exercise any interim measures that may be available by law, and shall not disclose any further Confidential Information to that strictly requested by court or administrative order.

The Party seeking the benefit of such an exception shall bear the burden of proving its existence.

- (9) The Parties acknowledge that in the event of a breach or threatened breach of any of the provisions of this clause, the nonbreaching Party may have no adequate remedy at law and shall therefore be entitled to seek temporary or permanent injunctive or mandatory relief in any court of competent jurisdiction without the necessity of proving damages, posting any bond or other security, and without prejudice to or diminution of any other rights or remedies which may be available at law or in equity. Notwithstanding the foregoing, the Parties agree that the Disclosing Party shall have the right to claim before any competent court and to obtain from the other Party compensation for the damages resulting from unauthorized disclosure or use.

## **9. Publications**

- (1) A Party may publicize information arising out of joint activities in the cooperation, with the permission of the other respective Party, which permission shall not be unreasonably denied. The interests of both parties will be considered equally. The Party wishing to publish will, in doing so, acknowledge each Party's contribution. Any legal or statutory obligation to publish research results will be taken into account. Publications must not put the granting of property rights at risk.

- (2) If a Party does not provide an opinion on the intended publication within a time period of one (1) month from the date of notification of such publication, authorization is deemed to have been given provided that the notice contains instructions about the consequence of such silence. Permission requirements do not apply if, in fulfilling its legal or statutory obligation to publish research results, the publishing Party is only publishing basic scientific propositions or knowledge that does not represent any confidential information of the other Party.

#### **10. Background Knowledge of the Parties**

Each Party will continue to own the Background Knowledge contributed to the Project that is identified in Annex 1. Under this Agreement, none of the Background Knowledge contributed to the Project is understood to be assigned to the other Party (Background Knowledge is understood as all data, technical knowledge or information, whatever its form or nature, tangible or intangible, including all right, such as the rights of industrial and intellectual property belonging to any of the Parties prior to the entry into force of the Agreement and that the Party that owns it considers strictly necessary for the successful development of the RAX joint Project or for the exploitation of its results). Each of the Parties grants to the other a non-exclusive, non-transferrable right to use the Background Knowledge only to carry out research tasks within the framework of this Agreement only for the duration and for the non-commercial purposes of scientific cooperation. The rights of use for background knowledge will exist only insofar as they do not violate the rights of any third parties.

#### **11. Intellectual Property Rights/Rights to Results**

- (1) "Results" mean any and all knowledge and information of the Party gained during the cooperation under this Agreement limited to the respective performing institute(s), facility or facilities of the Party, and including any industrial property rights obtained as well as any copyright or other rights.
- (2) As far as it is necessary for carrying out the cooperation under this Agreement, the Parties will inform each other in writing as to any arising results and background knowledge in terms of section 9.1.
- (3) Only for the duration and for the non-commercial purposes of scientific cooperation under the present Agreement, the Parties hereby grant each other a non-exclusive, non-transferrable right to use the other Party's arising results at no charge.
- (4) For the time after the termination of this Agreement, the parties will grant each other rights of use for the other Party's results and, as far as necessary, for its Background Knowledge under conditions usual in the market. The terms will be subject of a separate agreement negotiated in good faith. In assessing the usual market charges the financial participation of the Parties in the creation of the results and the commercial value of the results and Background Knowledge will be taken into account.

- (5) Each Party will inform the other party promptly of any patent application for an invention under this Agreement. If a Party intends to abandon a patent right or not to file an application for patent protection of a result that it achieved, said Party must inform the other Party of this intention to abandon in writing in a timely manner, although the Party seeking abandon will diligently keep the patent if the other Party agrees to pay all application and maintenance costs and takes over all obligations arising out of either the German "Act on Employee Inventions" (Arbeitnehmererfindergesetz) or the Spanish Patent Law in force.
- (6) Should jointly arising results that were created by employees of both Parties occur, the Parties will endeavor to determine ownership using their best efforts to distinguish their respective contributions relative to the jointly created intellectual property. If it is not feasible to distinguish the respective contributions, the Parties acknowledge and agree that rights in the results shall be co-owned by the Parties. The Parties shall negotiate in good faith the terms of an intellectual property management and benefit sharing agreement. If the Parties cannot agree as to the split of costs, such shall be determined in proportion to the share of the Parties in the invention. If in the case of a joint patent right, an application for patent protection is desired in a country in which the other Party does not intend to secure patent protection, a Party may apply for patent rights in any country if that Party pays the cost of such patent. All proceeds from the patent in that country shall go to the Party who paid for the patent. In any case, the renouncing entity will ensure that all its researchers listed as inventors in the patent application agree to collaborate for the continuation of the patent process, facilitating the signing of documents and notification of possible changes in their domicile, remaining located at all times. The renouncing entity will comply with the obligations acquired up to that moment.

## **12. Export Controls**

Both Parties agree to abide by all relevant export control regulations when exchanging equipment and technical information. The Parties acknowledge that export controls may impose restrictions on the import, export, re-export, transfer and/or re-transfer of certain categories of goods, services, technology and technical data. The Parties acknowledge that licences, permits, certifications or other forms of authorization from the Polish or German governments, or the government of another country as applicable, may be required before controlled items can be disclosed hereunder, and that such authorizations may impose further restrictions on the use and disclosure of such items.

Prior to exchanging export controlled equipment or technical data, the Disclosing Party shall notify the Receiving Party sufficiently in advance to give the Receiving Party sufficient time to establish necessary plans, obtain necessary import or export authorizations or to reject receipt of the controlled items. Refusal to accept controlled items by a Party shall not constitute a breach of this Agreement.

The Parties agree to cooperate with each other to ensure compliance with this Article including assisting each other as needed in obtaining any necessary import and export authorizations.

### 13. Validity

- (1) The present Cooperation Agreement is perfected with the provision of the consent of the parties and will take effect from the moment, once both Parties have signed, and it is registered in the Spanish Electronic Registry of Cooperation Bodies and Instruments of the state public sector, and published in the Spanish State Official Bulletin, beginning from the date on which both Parties have signed the Agreement, and will be valid for three (3) years.
- (2) This Agreement is in accordance with the provisions of article 34 of Spanish Law 14/2011, of June 1, on Science, Technology and Innovation as modified by Royal Decree-Law 3/2019, of February 8, of urgent measures in the field of Science, Technology, Innovation and University.
- (3) Both parties may decide to continue this collaboration through an extension of the Agreement before the end of the period of validity foreseen, for a period of up to five (5) additional years.
- (4) Upon termination of this Agreement, or sooner if requested by the Disclosing Party, within fifteen (15) business days from the termination or from the request, the Recipient shall return the Confidential Information and destroy any copies, summary, synopsis, abstract, modified versions, or translations of the Confidential Information that had been made. Furthermore, all materials provided by DLR to INTA must be returned to DLR, and all materials provided by INTA to DLR must be returned to INTA regardless of whether the materials were modified or not, including all drawings and other records, equipment, software, hardware, and tools.  
Compliance by the Recipient of its obligations under this paragraph shall not entail termination or limitation of the obligations assumed in the preceding paragraphs.

### 14. Extinction

- (1) The agreements are extinguished by the fulfillment of the actions that constitute their object or by incurring cause of resolution. Causes for resolution are:
  - a. The expiration of the term of the agreement without having agreed to extend it.
  - b. The unanimous agreement of all the signatories.
  - c. Failure to comply with the obligations and commitments assumed by any of the signatories.  
In this case, any of the Parties may notify the non-compliant Party of a requirement to comply within a certain period with the obligations or commitments that are considered to be in default. This requirement will be communicated to the person responsible for the monitoring, surveillance and control mechanism of the execution of the Agreement and to the other signatory Parties. If, after the period indicated in the requirement, the breach persists, the Party that directed it will notify the signing Parties of the concurrence of the cause of resolution and the Agreement will be deemed resolved. The resolution of the Agreement for this cause may entail compensation for the damages caused if it had been foreseen.
  - d. By judicial decision declaring the nullity of the Agreement.

- e. For any other cause other than the foregoing provided for in the Agreement or in other laws.
- (2) The Parties have the right to terminate this Agreement if the Parties mutually determine that the development goal is no longer achievable, or the development goal is only achievable at unreasonable additional expense, or if any of the Parties desires to refrain from the further pursuit of the development Project for other reasons upon thirty (30) days written notice.
- (3) Each Party has the right to terminate this Agreement in writing, effective immediately, for good cause.

### **15. Agreement Modification**

Modification of the content of the agreement will require the unanimous agreement of the signatories, and will be expressly collected by signing of an addendum, pursuant to the provisions of article 49.g) of Spanish Law 40/2015, of 1 October, on the legal regime of the public sector.

### **16. Applicable Data Protection Legislation**

- (1) Each of the Parties shall comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of the European Parliament and of the Council of 27th April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and is hereby repealed the Directive 95/46/EC (General Data Protection Regulation), as well as the Directive (EU) 2016/680 of the European Parliament and of the Council of 27th April 2016 on the protection of individuals with regard to the protection of personal data by the competent authorities for prevention purposes, investigation, detection or prosecution of criminal offences and the free circulation of such data, repealing Council Framework Decision 2008/977/JHA, and Organic Law 3/2018, of 5th December on the Protection of Personal Data and Guarantee of Digital Rights, related to the protection of personal data from the date of its application and any Regulation related to the protection of personal data applicable during the term of this Agreement.
- (2) Each Party agrees in particular to:
  - a. to communicate to each other personal data relating to data subjects only to the extent that the personal data have been lawfully collected and processed;
  - b. ensure that data subjects have been duly informed in accordance with applicable data protection legislation and that, where necessary, valid consent has been obtained from data subjects, in particular in relation to the processing carried out by the parties for the purpose of this Confidentiality Agreement;
  - c. use the personal data for only those purposes which are strictly necessary for the fulfilment of this Confidentiality Agreement and as strictly agreed by the parties;

- d. share the personal data collected and processed as a result of this Agreement only with third parties providing the same guarantees as defined below;
- e. refrain from transferring personal data to third parties located outside the Economic Area European Union without having previously obtained the consent of the other Party;
- f. implement technical and organisational measures to ensure an adequate level of protection of the personal data processed and;
- g. delete all personal data after they are no longer necessary for the purposes of this non-disclosure agreement or at the request of the other Party
- h. Personal data that is processed on the occasion of this Agreement will be incorporated into the Records of Treatment Activities of the intervening Parties, in order to manage the actions provided for in the Agreement. The holders of personal data may exercise before those responsible for personal data the rights of access, rectification, deletion and portability of personal data, and of limitation or opposition to treatment;
- i. On INTA and DLR fall the responsibilities that derive from their condition of being responsible for the processing of personal data. INTA and DLR assume the obligation to inform to those interested about the characteristics of the processing of personal data, and the obligations that derive from the implementation of technical and organizational measures of each co-controller and the mechanism established in case of violations of security; as well as the establishment of the appropriate response mechanisms to the exercise of rights by the interested parties;
- j. If INTA and DLR make use or treat personal data for a purpose other than that provided for in this Agreement, they will communicate or use them in breach of the provisions of the Agreement and / or the personal data protection regulations, each of the aforementioned will be liable for the responsibilities arising from the damages that may have been incurred, in order to guarantee the effective compensation of the interested, without prejudice to the provisions of article 82.5 European RGPD;
- k. The guarantees that, in relation to personal data, were made, will be valid during the term of this Agreement and its extensions.

## **17. Miscellaneous**

- (1) No oral agreements have been entered into. Any amendments and/or supplements to this Agreement shall be in writing. The electronic form is hereby excluded.
- (2) In the event that any provision of this Agreement is or becomes ineffective, this will not affect the effectiveness of the remaining provisions. In place of any ineffective provision the Parties shall agree on a provision which most closely reflects the intended sense of the ineffective provision. The same will apply accordingly in the case of any omission.

### **18. Applicable Law, Dispute Resolution**

- (1) This Agreement shall be governed by and construed in accordance with the laws of the defending Party, excluding its choice of law provisions. In the Spanish Part, Law 40/2015, of October 1, on the Legal Regime of the Public Sector, will apply, according to the legal regime of agreements provided for in Chapter VI Preliminary Title of the aforementioned Law.
- (2) All disputes arising in connection with the interpretation or implementation of this Agreement shall be settled amicably. Failing such an amicable settlement within thirty (30) days from written notification by one Party to the other of the existing dispute, then said dispute will be finally settled under the rules of Conciliation and Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with said rules. Arbitration proceedings shall take place in the country of the defending Party and shall be held in the English language. Temporary relief by any competent court is not excluded by this agreement.

**Signatures**

For and on behalf of **DLR**

For and on behalf of **INTA**



Anke Kaysser-Pyzalla  
Chair of the DLR Executive Board



José María Salom Piqueres  
General Director



Klaus Hamacher  
Vice Chairman of the Executive Board



## **Annex 1**

INTA's Background knowledge embraces any, development made within the frame of the RLS instrument for ESA's ExoMars mission. A summary of these developments can be found in the F. Rull et al, *The Raman Laser Spectrometer for the ExoMars Rover Mission to Mars*. *Astrobiology* 17, 627-654, July 1<sup>st</sup>, 2017 (<http://doi.org/10.1089/ast.2016.1567>).