

RPAS Operations Manual Assessment

By completing this application form you provide a written purchase order to NLR with a value of 850,- Euro (excl. VAT) to perform an RPAS Operations Manual Assessment on your documentation. NLR will perform this assessment against the CAA-NL criteria for the Operational Manual in accordance with the attached Process description. Note that this assessment provides an advice with recommendations to efficiently improve your Operational Manual and a formal assessment of your documentation by CAA-NL is still required for the issuance of a ROC. The attached NLR Terms and conditions are applicable.

*Attachments: 1. Process description to advice on acceptance of RPAS Operations Manual
2. NLR Terms and conditions*

Application form		
N°	Item	Supplementary information
1.	Name of organisation under which the activity is to take place <i>Name, address, fax number, e-mail, URL</i>	
2.	Name of accountable manager <i>Name, address, phone number</i>	
3.	Name and contact details of point of contact <i>Name, address, phone number, e-mail</i>	
4.	Invoice address <i>Address and invoice reference (if needed), plus VAT registration number</i>	
5.	Description of intended operation <i>Description of intended operation (i.e. agricultural survey flights, real estate photo flights, etc.)</i>	
6.	Proposed administration and manuals (submit with application) <i>(a) operations manual (b) Safety Management System Manual (c) filled in Excel Checklist for Operator</i>	

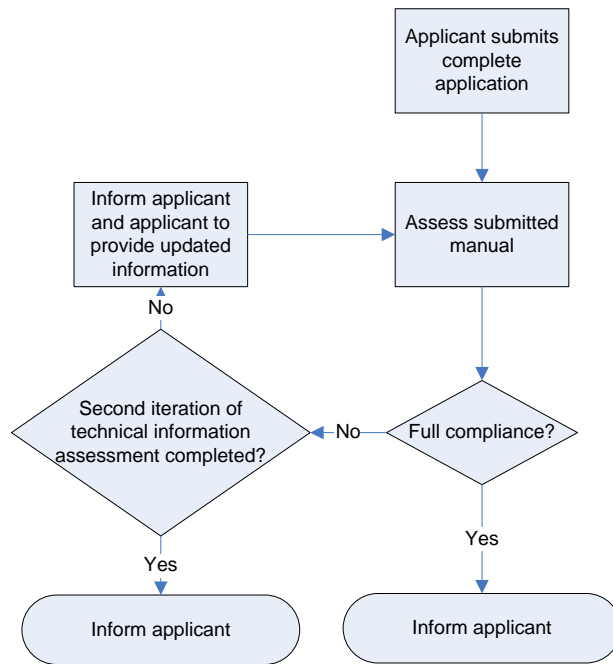
I, _____ (name) hereby submit the application form for an RPAS Operations Manual Assessment on our documentation. All documentation mentioned under point 6 above are attached to this application form and, together with the completed and signed application form, sent to uas-operations@nlr.nl.

Signature and Date

Attachments:

- | | |
|--|--------------------------|
| Operations manual | <input type="checkbox"/> |
| Safety Management System Manual | <input type="checkbox"/> |
| Filled in Excel Checklist for Operator | <input type="checkbox"/> |

Process description to advice on acceptance of RPAS Operations Manual



General Conditions of the Stichting Nationaal Lucht- en Ruimtevaartlaboratorium (NLR) for assignments to NLR

1 Definitions

In these general conditions the following definitions apply;

Proposal: the description of the activities, the price, conditions, planning and delivery dates that NLR has offered to the Customer including changes thereof and additions thereto that have been agreed in writing.

Activities: the activities as described in the Proposal.

Results: results directly generated by the performance of the Activities that NLR delivers in accordance with the Proposal.

Customer: The party that has accepted the Proposal.

2 Applicability

(1) These general conditions are applicable if so stated in the Proposal or if stated in writing in any other way.

(2) Applicability of general conditions or other conditions of Customer is expressly excluded.

3. Proposal and entering into force of agreement

(1) Unless otherwise stated in the Proposal, the Proposal is valid for 30 days after the date of dispatch mentioned on the Proposal.

(2) Customer may only use the information in the Proposal for evaluating the Proposal and not for any other purpose.

(3) Reproduction or disclosure of (parts of) the Proposal in whatever form is not permitted without written consent of NLR.

(4) The agreement enters into force on the date the written acceptance by Customer of the Proposal is received by NLR.

4 Activities

(1) The Activities are solely defined by the description thereof in the Proposal and by changes agreed upon in accordance with article 12(1).

(2) All delivery dates are determined by NLR to the best of its knowledge based on the information that was known at the time of issuing the Proposal. These delivery dates shall be observed in as far as possible. However, NLR will not be in default by the mere fact of its exceeding a delivery date without having been served written notice thereof.

(3) Unless otherwise stated in the Proposal, all deliveries are Ex Works Amsterdam or Marknesse in accordance with the Incoterms 2000.

(4) NLR is not obliged to start the Activities before the Customer has provided to NLR all goods and information to be provided, in the form, amounts and/or quality as agreed. If any delay is caused by late delivery thereof, the period referred to in article 4(2) shall automatically be extended and excess cost for NLR arising therefrom can be charged to Customer.

(5) NLR is entitled to replace employees performing the Activities by other employees. In case employees of NLR are mentioned by name in the Proposal, replacement shall take place after consultation with Customer.

(6) In case Activities are performed by NLR employees at the premises of the Customer, the Customer shall see to

it that such employees shall receive suitable working space and office facilities.

5 Price

(1) If a fixed price is stated in the Proposal, this will be the agreed price.

(2) If no fixed price is stated in the Proposal, the price will be determined by costing on the basis of the rates determined by NLR. These rates can be revised at the beginning of each calendar year.

(3) If in the Proposal on the basis of costing a maximum price is stated, NLR is not obliged to perform the Activities in as far as the maximum price would be exceeded thereby. In such a case, NLR will timely consult with Customer.

(4) If a ROM price is stated in the Proposal, this price is an estimate of the costs without obligation for NLR.

(5) Unless otherwise stated in the Proposal, all prices and amounts stated by NLR are exclusive of Value Added Tax and other taxes and duties, package, transport, insurance and customs. These cost will be charged to Customer separately if incurred by NLR.

6 Payment

(1) Payment shall take place in accordance with the payment schedule stated in the Proposal. NLR will send invoices for each payment. Customer shall pay the invoices without discount or adjustment within 30 days after the invoice date in the currency stated in the Proposal.

(2) Customer can object to an invoice only within the term of payment. Objections do not suspend the obligation to pay.

(3) In case NLR and Customer have agreed that the Activities are to be performed in phases, NLR can suspend the Activities for the next phase until Customer has paid the price for the previous phase.

(4) In case of late payment, legal interest and the cost incurred by NLR for recovery of the late payment shall be charged to Customer.

(5) NLR is entitled to require securities such as a bank guarantee or a letter of credit. In case of delayed provision of such security, NLR is entitled to suspend the Activities.

7 Liability

(1) NLR's maximum liability to Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the agreement for direct damages, suffered by Customer shall be limited to the total sums paid to NLR under the agreement or €500.000,-, whichever is less. NLR is not liable for indirect or consequential damages.

(2) NLR is not liable for damage caused by:

- defects of goods supplied to NLR that have been passed on by NLR to the Customer, in its entirety, processed or as component of the Result, in as far as NLR is not able to recover such damage from its supplier.
- force majeure, which includes illness or non-availability for reasons beyond control of NLR of an employee if in reason no adequate substitute can be found;

c) incorrect information supplied by Customer to NLR;
(3) NLR is not liable, and Customer indemnifies NLR and holds NLR harmless, from and against any and all claims from third parties for damages arising out of or in connection with or resulting from the use by or through Customer, of the Results from the Project unless caused by gross negligence or wilful intent of NLR.
(4) Customer is liable for damage of NLR and of persons employed by NLR during the Activities at the premises of Customer unless caused by gross negligence or wilful intent of NLR.

8 Warranty

(1) NLR warrants that NLR performs the Activities to the best of its knowledge according to the standards and state of the art at the time of issuing the Proposal.
(2) NLR will only warrant the correctness and the proper functioning of the Results if this is stated in the Proposal and for the period mentioned in the Proposal.
(3) The warranty enters into force at the moment the Results are actually at the disposal of Customer unless Customer has accepted the Results earlier. In that case the warranty enters into force at the date of acceptance.
(4) Notwithstanding possible warranties of a supplier, NLR gives no warranty for materials supplied to NLR that NLR passes on to Customer.
(5) The warranty shall lapse in case the defects are fully or partly caused by improper use, normal wear and tear, negligence of Customer, repair or maintenance by a third party or acting contrary to the instructions of NLR or in the event Customer has not ceased to use the Results after discovering the defect.
(6) Any warranty claims shall lapse in case they are not submitted in writing to NLR within three weeks after discovering the defect or after the defect could reasonably have been discovered.

9 Intellectual Property rights

(1) All intellectual property rights to the Results including the right to apply for a patent or other rights to the Results shall vest in NLR unless otherwise stated in the Proposal.
(2) Customer shall be granted a non-exclusive, full and free right to use the Results
(3) In case, according to the Proposal the intellectual property rights to the Results shall vest in Customer, those rights shall be transferred to Customer at the moment Customer has fully complied with its obligations. In such a case NLR shall be granted a non-exclusive, full and free right to use the Results.
(4) Any background information provided by NLR or Customer shall remain property of the party providing such information.

10 Property of goods

(1) In the event the Activities result in the delivery of a tangible good, (such as reports, drawings, equipment, etc), the ownership of such tangible good shall, notwithstanding article 9, be transferred to Customer at the moment Customer has fully complied with its obligations. The risk shall pass on to Customer at the moment such goods are actually provided to Customer.

11 Confidentiality and publication

(1) Data that are marked confidential by the disclosing party shall be kept confidential by the receiving party during five (5) years after receipt of the data.
(2) This duty of confidentiality shall not be applicable to:
a. data which are in the possession of the receiving party at the moment of receipt of the data;
b. data which are generally known;
c. data which have been legitimately obtained by the receiving party from third parties;
d. data generated by the receiving party without using the data of the disclosing party.
(3) Reports shall only be published by Customer unchanged, literally, in their entirety and stating the name of NLR, unless NLR has given written consent for a different form of publication.
(4) If Customer or NLR wishes to publish about the Activities, prior written consent of the other party is required. Such other party shall react in writing to a request for consent within thirty (30) days. Consent shall not be unreasonably withheld.
(5) NLR is entitled to disclose the Results internally.
(6) Customer is not entitled to use a report made by NLR fully or partly for submitting claims, undertaking legal actions or for advertising or for promotion in general without written consent or NLR.

12 Changes

(1) Changes of and/or additions to the Activities and/or deviations of these General Conditions are binding only after written agreement between NLR and Customer.
(2) With respect to future agreements, the Customer will not be able to derive any rights from any deviations in the past.

13 Termination

(1) In case of default of Customer, if Customer is declared bankrupt, if a suspension of payment is requested or granted, or his company is transferred, closed down or liquidated or if an administrator or receiver is appointed for Customer, NLR can terminate the agreement in whole or in part, without taking the matter to court and without further notice of default, without prejudice to NLR's other rights,
(2) NLR can terminate the agreement if circumstances arise of such a nature that fulfilment of its obligations cannot reasonably be demanded.

14 Access

(1) If and in as far conditions imposed by Customer for access to buildings and/or premises of Customer contradict these general conditions, NLR is not bound to such conditions.
(2) Customer is obliged to comply with the conditions imposed by NLR for access to buildings and/or premises of NLR.

15 Disputes and applicable law

All disputes arising from the agreement that cannot be settled by mutual consultation shall be settled by the competent court of Amsterdam.
Dutch law is applicable to the agreement.