**General Terms and Conditions for Pitching at the**

**ESA Conference "Towards a Space-Powered Economy"**

**25-26 November 2024**

**ECSAT Conference Centre, UK**

**V1 – released on 22 November 2024**

# **INTRODUCTION**

1. The European Space Agency (hereafter “**ESA”** or “**the Agency**”) is organizing a Conference entitled “Towards a Space-Powered Economy”, taking place on 25-26 November at its ECSAT centre (the “**Conference**”). Further information about the Conference is available on ESA’s website at the following link: [Towards a Space-Powered Economy - BASS Conference to take place in Harwell in November](https://business.esa.int/news/towards-space-powered-economy-bass-conference-to-take-place-harwell-november).
2. In the context of this Conference, ESA will organize a competition among economic operators which may include start-ups, medium but also large enterprises, or research entities developing ideas, products and/or services potentially relevant to tackle the multiple challenges facing our societies, from climate change and urban growth to the energy transition and protecting the environment (the “**Competition**”).
3. The Competition aims at giving visibility to those economic operators as to encourage and support their growth so that they have increased chances to have access to finance, information, and contacts, and, more generally, to promote their capabilities and know-how, in Europe.
4. With the Competition, economic operators will have an opportunity to present their plans to introduce their space ideas, products and/or services, and for a winner among them, to benefit - in accordance with these General Terms and Conditions (hereinafter **“General T&C”**)- from support that helps them to access the European market.

# **SCOPE**

Participants willing to take part in the Competition (the “**Participants**” or in singular a “**Participant**”) are requested to carefully read these General T&C and make sure they agree with the conditions below, before pitching at the Conference.

**By taking part at the pitching event at the Conference, a Participant is deemed to have accepted that its participation to the Competition shall be subject to these General T&C**, which shall be binding to the Participant (for clarity, in case of modifications, upon the date indicated in the Agency’s notification of changes).

# **ESA COMPETITION STRUCTURE**

The Competition is organised as follows:

1. **Phase 1 – Registration.** During this Phase 1, the potential participants were invited by ESA to take part in the Competition, or to express their will to pitch while registering at the Conference’s website. Potential participants were requested by ESA to answer a series of questions;
2. **Phase 2 – Evaluation of answers**. During this Phase 2, ESA evaluated potential Participants’ answers and selected a number of them to pitch as Participants at the Competition.
3. **Phase 3 – Pitch.** During this Phase 3, the selected Participants will present their business plan and the ideas/products and/or services at the Conferenceand upon which the members of the jury will select the best placed Participant, which shall be selected as the winner of the Competition (the “**Winner**”).
4. **Phase 4 – Winner selection and prize**. ESA will grant a prize as defined below to the selected Winner.

ESA may change any pre-set schedules as necessary or opportune for ESA and shall promptly update the Participants taking part at the Competition. Any decision taken by ESA, including the one to choose a Winner and to grant a prize, in the frame of the Competition, shall be final and binding to the Participants in all respects.

#  **CONDITIONS**

The Competition is open to all types of entities such, for example, small, medium or large companies, consortia, research entities etc. There is no condition of nationality.

1. GENERAL REQUIREMENTS FOR ANY DOCUMENTATION SUBMITTED BY THE PARTICIPANTS.

# All documentation and information to be submitted by a Participant in connection with the Competition shall be made available in English.

Also, any supporting documentation submitted by the Participants must not contain any content owned or controlled by third party, in case the Participant has not received express written permission to submit to, and be used by or for, ESA for the purpose of the Competition.

1. PITCHING RULES

Each pitching Participant team has 3 slides and 3 minutes to present. Guidance given to teams was as follows:

- Ensure the pitch is limited to 3 slides.

- Try to use visuals and animations rather than text.

- Emphasize the commercial viability of the project, highlighting the innovation, targeted market, and use of space technology.

- Indicate what an ideal follow-up for the activity would be (for example, explain how municipalities could get involved).

1. SELECTION CRITERIA

For the purpose of the Competition, a panel of experts will evaluate the pitches based on the following criteria, including weighting factors:

**Scoring Card**

For each pitching Participant the panel will provide a score between 0-5 for each criterion.

0 – Not Addressed

1 – Poor

2 – Fair

3 – Good

4 – Very Good

5 – Excellent

Explanation of Criteria

|  |  |
| --- | --- |
| 1. User Adoption and Scalability
 | * How likely are users to adopt and integrate the solution into their daily lives?
* Is the solution user-friendly and accessible?
* Can the solution be scaled to other regions or sectors?
* Is the technology adaptable to different environments and conditions?
 |
| 1. Innovation
 | * How novel is the approach or technology used in the solution?
* Does it offer a unique advantage over existing solutions?
 |
| 1. Feasibility
 | * Is the solution practical and implementable within a reasonable timeframe?
* Are the required resources and infrastructure available or easily attainable?
 |
| 1. Economic Impact
 | * What is the potential for cost savings or economic growth?
* How does the solution affect job creation and local economies?
 |
| 1. Social Impact
 | * How does the solution improve the quality of life for communities?
* Does it address social inequalities or provide benefits to underserved populations?
 |
| 1. Environmental Impact
 | * What are the environmental benefits of the solution?
* Does it reduce carbon footprint, pollution, or resource consumption?
 |

**Scoring Card**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | User Adoption and Scalability | Innovation | Feasibility | Economic Impact | Social Impact | Environmental Impact | **Totals** |
| Pitching Team 1 |  |  |  |  |  |  |  |
| Pitching Team 2 |  |  |  |  |  |  |  |
| Pitching Team 3 |  |  |  |  |  |  |  |
| Etc  |  |  |  |  |  |  |  |

1. COMMUNICATION OF THE RESULTS

ESA will announce the results of the Competition on Day 2 of the Conference.

1. PRIZE

The Winner shall be offered the following prize:

**3rd Party event attendance**. The Winner shall be given the opportunity to attend an EU industry event organised by a third party (herein **“3rd Party Event”**).

The Winner shall thus appoint a representative to attend the 3rd Party Event upon modalities established herein. The Winner will send to ESA the name, email address and phone number of the participant to the Event for the purpose of receiving the save the date and the invitation and exchanging in connection with the attendance of the 3rd Party Event. The contact details must be sent to ESA at least 1 month before the 3rd Party Event

Upon due justifications to be sent by the Winner, ESA will cover for the registration fees, travel and accommodation expenses in relation to the Winner’ attendance to the 3rd Party Event up to a ceiling total amount of EUR 1,500.

The Winner will be provided by ESA with further details about the conditions of reimbursement (e.g. the maximum amount per category of expense) after their nomination.

Apart from the above-mentioned reimbursable costs, all other costs incurred by the Winner in relation to their participation to the Competition and to the above-mentioned 3rd Party Event shall be solely and exclusively borne by the Winner.

For avoidance of doubt, the Winner hereby acknowledge and accept that any third-party services and products shall be procured and used by the Winner in their own name and on their own behalf, without engaging ESA’s liability in any way whatsoever.

Except as otherwise provided for above, no other payment will be due by the Agency to the Winner in the execution of these General T&C.

ESA’s support to the Winner shall not involve any exchange of funds or the loan of any equipment or software, nor will it include the grant of any right in any ESA Intellectual property right.

1. EXCLUSION AND WITHDRAWAL OF PARTICIPANTS FROM COMPETITION

Should a Participant to the Competition fail, at any moment, to comply with these General T&C, ESA shall notify the said Participant of its exclusion from the Competition.

Should a Participant withdraw, for any reason whatsoever, from the Competition, the same shall notify ESA to that effect.

Should ESA have reasons to consider that a Participant proposed or nominated as Winner has failed to comply with these General T&C (e.g. fraud), ESA may refuse the attribution of all or part of the prize and nominate another Winner. In such case, the Participant shall refund the received prizes (if any) upon ESA’s request and no later than 30 days after the decision of withdrawal was communicated to the concerned Participant.

Upon the exclusion or withdrawal of a Winner in accordance with the above terms, ESA may, at its discretion, select a new Winner. A decision to exclude a Winner and/or to select a replacement Winner shall be taken by ESA at its sole and absolute discretion and shall be final and binding to the Participants in all respects.

1. UNDERTAKINGS OF ANY SELECTED PARTICIPANTS AND WINNERS

Any selected Participants and the Winner undertake to comply with the obligations set forth in these General T&C, including to:

1. Not rely on ESA for any funding or other support except for that expressly provided in these General T&C;
2. Accept that ESA can mention freely, and at any time, without further notification, approval or other formality:
	1. The name and other identification data of the selected Participants and Winner;
	2. the logo or trademark(s) of the selected Participants and Winner; and,
	3. with respect to the Winner only, their products and/or services being supported as part of this Competition.

1. INTELLECTUAL PROPERTY

For the purpose of the present General T&C:

|  |  |
| --- | --- |
| **“Participant IPR”** | Means all IPR owned or controlled by the Participant (regardless of whether they are created, developed, procured and owned by, or for, the Participant) which are communicated or otherwise made available in any form including as pitch, supporting documentation etc, within the context of the Competition.  |

|  |  |
| --- | --- |
| **“IPR”** | Means all rights in copyright, patents, know-how, information or data of financial, personal, commercial or technical nature, database rights, rights in trade-marks and designs (whether registered or unregistered), applications for registration of any of the foregoing and the right to apply for registration, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world. |

ESA does not anticipate to share any IPR in the framework of the Competition. ESA retains all rights and title over its own IPR. No licence for the Participants and Winner to use any of ESA’s IPR is granted or implied by these General T&C.

The Participants shall retain all rights and title over their own IPR. Participants hereby grant ESA a royalty-free and non-exclusive licence to use the Participant IPRs, as follows:

* 1. **Granted rights**: copy, display, access, share (including publicly share), analyse, review, test, create derivatives (such as reports);
	2. **Purpose**: **for ESA needs only** in particular in relation to the Competition, outreach and communication;
	3. **Duration**: for the term of the Competition and, after the expiration or termination of the Competition, for as long as ESA communication purposes subsist;
	4. **Territory**: worldwide;
	5. **Sublicensing**: is only permitted under the supervision of ESA to ESA’s on-site contractors or other third parties (experts, contractors, Delegates of ESA Member States) involved in the Competition to the extent necessary to fulfil the above-mentioned purpose.

By participating to the Competition in any way, including to the pitch phase, Participants are deemed having accepted the foregoing as well as confirmed and warranted that they have formalised the necessary arrangements for the purpose of this article with all their personnel, contractors and third parties involved in the creation, development and/or delivery of Participant IPRs.

1. PERSONAL IMAGE RIGHTS

By registering to the Competition, Participants are deemed to have:

1. agreed to make its personnel, contractors and (if any) third parties involved in the Competition available for the communication activities required by ESA (which may include interviews in writing/audio/video and photo/audio/video recording of the personnel, contractor and/or the project activities); and
2. undertaken to obtain upfront the authorisation for this purpose and for the further use of their image and identification information from its personnel, contractors and (if any) third party involved in the Competition, for the purposes highlighted in (a) in the relevant communication by ESA.

Participants shall not allow participation in the Competition of any personnel, contractors and (if any) third party involved by the Participants in the Competition if they did not give such authorisation. All these individuals actually taking part in all or part of the Competition are deemed, as between ESA and the Participants, as having given such authorisation.

1. WARRANTIES – DISCLAIMER OF WARRANTY

By registering to the Competition, Participants warrant that they have the right and authority to enter the Competition, and to perform their obligations under these General T&C.

ESA does not grant the Participants any warranties whatsoever in connection with the participation to the Competition.

1. LIABILITY

In no case shall ESA be liable for any failure, total or partial, to fulfil its role, nor for any delays or errors in fulfilling its role. In particular, ESA shall not be liable for not selecting, or failing to select, a Participant to proceed into the next phases of the Competition.

The Participants remain liable for obtaining the intellectual property licenses from its personnel, contractors (and any other person or entity in their teams) and from any third party IPR holders and/or suppliers as well as the authorisations for the personal image rights required for the exercise of rights granted under these General T&C.

1. INFRINGEMENT OF THIRD-PARTY RIGHTS

The Participants guarantee hereby that they will perform the activities within the Competition without infringing any rights of third parties. If any Participant infringes any rights of third parties during the Competition, then the Participant shall indemnify, defend and hold ESA harmless from and against all claims, proceedings, damages, costs and expenses arising from the infringement of those third-parties rights.

1. STATUTORY OBLIGATIONS – PERSONAL DATA PROTECTION

Both ESA and the Participants shall comply with the provisions of their respective legal frameworks with respect to personal data protection and must duly observe all their obligations set forth in these General T&C. This article is in addition to, and does not relieve, remove or replace, a party’s obligations under its own data protection legislation.

1. ENTRY INTO FORCE

These General T&C shall enter into force as of 22 November 2024 and shall remain in force for a period of 5 (five) years as of that date.

1. APPLICABLE LAW – SETTLEMENT OF DISPUTES

Without prejudice to the privileged status of ESA as an international organisation, these General T&C are subject to the laws of France.

ESA and the Participants shall use their best endeavours to amicably settle any dispute arising out of these General T&C. Failing an attempt towards an amicable settlement, the disputes between the latter shall be submitted to arbitration according to the Rules of Arbitration of the International Chamber of Commerce and shall be finally settled by one arbitrator appointed in conformity with the said rules. The Arbitration proceedings shall take place in Paris, France, and shall be conducted in English.

1. MISCELLANEOUS

ESA and the Participants are independent parties under these General T&C and nothing herein is intended nor shall be construed as creating a partnership, joint venture or agency relationship.