

General Terms and Conditions for Participation to the ESA Space App Camp 2021

1 INTRODUCTION

- (1) The 2021 edition of the ESA Space App Camp (hereinafter “**Space App Camp**”) is a competition initiated and launched by the European Space Agency (hereafter “**ESA**” or the “**Agency**”), with the operational support of Anwendungszentrum GmbH Oberpfaffenhofen (hereafter “**AZO**”) and RAMANI B.V. (hereafter “**RAMANI**”).
- (2) The Space App Camp aims at raising awareness about the possibilities offered by the European Earth Observation Programme Copernicus, and aims at facilitating the development of mobile applications (hereinafter “**App(s)**”) using Earth Observation (“**EO**”) Data, by providing developers with access to an Application Programming Interface (“**API**”) and insight into ESA’s EO activities.
- (3) Participants of the Space App Camp will have an opportunity to access and use EO data to develop Copernicus-based applications that are ready to be brought to market.¹ Further, the Winners will benefit – in accordance with these Terms and Conditions (hereinafter “**General Terms and Conditions**”) – from additional financial and technical support, as described in **Article 7** below.

2 SCOPE

- (1) This document is issued by the European Space Agency, an international intergovernmental organisation governed by its Convention, having its headquarters at 24 Avenue du Général Bertrand, 75007, Paris, France, to address the General Terms and Conditions applicable to the participation in the ESA Space App Camp 2021.
- (2) Eligible individuals willing to take part in the Space App Camp are requested to carefully read these General Terms and Conditions and make sure they fulfil the eligibility conditions provided in **Article 4.1** below, before submitting an application to that effect.
- (3) By submitting such an application, the Applicant is deemed having accepted that its application, selection and participation to the Space App Camp shall be subject to these General Terms and Conditions which shall be binding to the Applicant.

3 PROVISIONAL PLANNING

- (1) The provisional planning for the Space App Camp is the following:

¹ The use of Copernicus Sentinel Data is governed by the Legal notice on the use of Copernicus Sentinel Data and Service Information available at [this URL](#). The use of Third Party Mission Data contributed either under the Copernicus Contributing Mission or under the ESA Earthnet Third Party Missions scheme, is governed by terms and conditions available as follows: (i) for data contributed under the [Copernicus Contributing Mission scheme](#); (ii) for data contributed under the [ESA Earthnet Third Party Missions scheme](#)

- **17 June to 14 July 2021 – Application phase.** Eligible individuals (hereinafter “**Applicants**”) willing to take part in the Space App Camp can submit an application to that effect.
 - **16 July 2021 – Participants selection.** Up to 25 Applicants will be selected and thereafter invited to participate in the 2021 edition of the Space App Camp (hereinafter “**Participants**”).
 - **22 July to 20 September 2021 – Space App Camp and selection of the Winning Team.** The 2021 edition of the Space App Camp will be held online and will conclude with the selection of the Winning Team by the jury on the last day.
- (2) ESA may change any pre-set schedules as necessary or opportune for ESA and shall promptly update the Applicants/Participants.

4 APPLICATION AND ACCEPTANCE PROCESS

4.1. Eligibility conditions

- (1) Application for participation to the Space App Camp is open to any individual fulfilling the following cumulative conditions:

Condition 1 – First participation. Applicants must not have already participated in a previous edition of the Space App Camp.

Condition 2 – Age. Applicants must have reached the legal majority in their jurisdiction of residence.

Condition 3 – Nationality. Applicants must be a national of an ESA Member State, including Canada (as Cooperating State), Slovenia, Latvia and Lithuania (as Associate Member States), of a Member State of the European Union, or of a State Participating to the Horizon Europe Programme of the European Union either as Associated Country or Third Country Automatically Eligible for Funding.² The application is also open to nationals of countries which are members to GEO – Group on Earth Observations.

² Albania, Armenia, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, the Faroe Islands, Finland, France, Germany, Georgia, Greece, Hungary, Iceland, Ireland, Israel, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, North Macedonia, Malta, Moldova, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, the United Kingdom and Canada. For list of nationalities eligible through Horizon Europe Participation see https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/list-3rd-country-participation_horizon-auratom_en.pdf. For list of nationalities eligible through GEO see <https://earthobservations.org/members.php>

Condition 4 – Experience. Applicants must have proven experience in mobile App development, or EO applications development, or in the field of machine learning or artificial intelligence, or in business development.³

Condition 5 – Proper conduct. Applicants must act, at all times, in such a manner that is consistent with ESA’s reputation and statute and does not hinder ESA’s reputation and status or the reputation and envisaged positive impact of the ESA Space App Camp.

In particular, and without limitation, Applicants shall not:

- (i) Have been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
 - (ii) Have been found guilty of grave professional misconduct, proven by any means;
 - (iii) Be in default with any of their obligations relating to the payment of social security contributions and the payment of taxes;
 - (iv) Have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity;
 - (v) Have been guilty of infringement of intellectual property rights of a third party, proven by any means.
- (2) In addition, Applicants are required to confirm their acceptance of these General Terms and Conditions during the application process.

4.2. Application process

- (1) Modality to apply. To apply to the Space App Camp, eligible candidates must apply according to the modalities indicated at www.app-camp.eu, by filling in an online application form. As part of their application, Applicants will be invited, among others, to submit links or reference to Apps which they previously developed and/or published or to any other relevant information supporting their experience.
- (2) Single or team application. Applicants can apply separately, or as part of a team comprising up to 4 Applicants. Following their selection, Participants not already part of a team will be grouped into teams.

Applicants applying as a team shall not have more than one individual focussed on business development. Teams consisting only of developers shall nominate one person as contact person for specific business development sessions.

Candidates looking for team members at the application stage are invited to join the following “team matching” platform, at: <https://www.linkedin.com/groups/7428341/>.

³ Candidates with a business background are encouraged to apply to support the teams in developing a sound business case for their Apps.

(3) Participation Tracks. Participation to the Space App Camp will follow one of the two following Tracks:

(a) **Track 1: Self Standing**. This Track is aimed at Applicants already possessing pre-existing or independent ideas for App development. If selected, these Participants will be linked with App Camp mentors providing training in technology-oriented pillars (e.g. EO, blockchain, edge-AI, annotated semantic data models, etc.) to ensure that mature proof-of-concepts (operational prototypes) are developed and demonstrated as outputs of the Space App Camp;

(b) **Track 2: Enhanced Mentorship**. This Track is aimed at Applicants wanting to connect their ideas for App development with the ongoing research activities at the ESA Φ -LAB. If selected, these Participants will be linked with mentors at the ESA Φ -LAB and will also receive training in technology-oriented pillars (e.g. EO, blockchain, edge-AI, annotated semantic data models, etc.) to ensure that mature proof-of-concepts (operational prototypes) are developed and demonstrated as outputs of the Space App Camp;

(4) Categories. During the Space App Camp, Participants will endeavour to develop and implement innovative ideas and viable business cases for Apps using Earth Observation data and addressing one of the following challenge:

- (a) Marine Litter and Coastal Zones Management;
- (b) Early Warning Fire Detection;
- (c) Artificial Intelligence Methods for Earth Observation;
- (d) Smart Cities in 3D;
- (e) Health & Tropical Disease Risk Forecasting;
- (f) Educational tools for EO and AI;
- (g) Science Gamification;
- (h) Others: Participants choosing to participate in Track 1 of the Space App Camp can propose any category of their choice, to be validated by ESA.

During the application process, Applicants will be required to indicate for which category they would like to apply, and provide some justification. Applicants will be also required to submit, as part of the application requirements, an App idea-proposal as stipulated in the App idea-proposal template.

(5) General requirements for any documentation submitted by the Applicants. All documentation and information to be submitted in connection with the application process shall be made available in English. If the same is not delivered in English, ESA reserves the right to refuse to accept the application or ask for the English translation of the same to be provided by the expiration of the deadline for Application.

- (6) Deadline for Application. Applications for participation to the Space App Camp must be received before **8 July 2021 [23:59pm CEST]**. No Application will be admitted after the closure of the application period.

4.3. Participants selection

- (1) Up to 25 Participants will be selected amongst the Applicants. This selection will be based on the Applicants' creativity as demonstrated in previously developed and/or published Apps, in particular with regard to their content, usability, design and business case, as well as on Applicant's relevant academic or professional accomplishments. Where Applicants appear equally qualified, those from under-represented countries will have preference.
- (2) Any decision with regard to the selection process shall be binding and final for all Applicants. ESA reserves the right to assign a Participant to a category or a Track other than the one initially chosen in its application.

4.4. Preliminary concept and prototype

Upon their selection, all teams shall develop a preliminary concept as well as an operational prototype for an App addressing the assigned category. Access to the API and detailed information on Copernicus will be provided prior to this date to all Participants in the form of webinars.

5 EVENT LOGISTICS AND RELATED COSTS

- (1) Participation to the Space App Camp is free of charge. The event will exclusively take place online and in English, along with all related communications.
- (2) Prior to the start of the Space App Camp, all Participants shall confirm their participation to the event by returning the signed letter of acceptance, together with a copy of their identity card or passport.
- (3) All Participants must possess their own hardware and internet connection. Additional details regarding online tools and platforms to be used in the framework of the Space App Camp will be communicated in due time to Participants.

6 SELECTION OF THE WINNING TEAM

- (1) On the last day of the Space App Camp, all participating teams will present the output of their collaborative work (the App) to a jury composed, among others, of ESA representatives. On the basis of these final presentations, the jury will select one (1) team as the Winning Team.
- (2) The decision from ESA to select the Winning Team shall be binding and final for all Participants.

7 AWARDS AND LIMITATIONS

7.1. Awards

The Winning Team's Participants (thereafter "**Winners**") shall be offered the following awards:

- Prize: € 2,500, to be equally distributed amongst the Winners;
- A opportunity to participate to the week-long ESA's Living Planet Symposium, currently planned between 23 May and 27 May 2022 in Bonn, Germany (all participation fees, travel and accommodation costs being covered by ESA);
- Jointly, an Earth Observation support package worth approximately € 3,500, comprising: 15 hours of technical EO data consultancy, 8 hours of Software Engineering services, access to a global network of EO experts in applied and technical fields, support from professional ESA business developers (e.g. to find launching customers), and seats for EO business development course at the University of Twente, Netherlands.

7.2. Payment of reimbursable costs

- (1) ESA agrees to reimburse, upon due justifications to be sent by the Winners, the travel and accommodation expenses in relation to the above-mentioned Living Planet Symposium, up to a ceiling amount of **€ 750 each**.
- (2) Apart from the above-mentioned reimbursable costs, all other costs incurred by the Winners in relation to its participation to the Space App Camp and to the above-mentioned awards shall be solely and exclusively borne by the Winning Team.

7.3. Limitations

ESA's support to the Winners shall not involve any exchange of funds, other than those expressly mentioned in this **Article 7**, or the loan of any equipment or software, nor will it include the grant of any right in any ESA's Intellectual Property Rights.

8 PARTICIPATION IN AN ESA SPONSORED EVENT

- (1) Participants hereby consent to participate in at least one ESA sponsored public event to be held online, to be chosen by ESA, to present the output of the work undertaken during the ESA App Camp. ESA however reserves the right to decide, at its own discretion, to invite one or more members of a team for the purpose of presenting their App.
- (2) Participation to such event shall be free of charge for Participants, and shall take due account of their respective obligations.

9 EXCLUSION AND WITHDRAWAL OF PARTICIPANTS

- (1) Should a Participant fail, at any moment, to comply with these General Terms and Conditions, ESA may notify the Participant of its exclusion from the ESA Space App Camp. Should a Participant withdraw, for any reason whatsoever, from the ESA Space App Camp, the same shall notify ESA to that effect.
- (2) Upon the exclusion or withdrawal of a Participant, ESA may, at its discretion, select a new Participant to replace the Participant that was excluded or withdrew.
- (3) A decision to exclude and/or to select a replacement Participant shall be taken by ESA at its sole and absolute discretion and shall be final and binding to the Participants in all respects.

10 INTELLECTUAL PROPERTY

10.1. Definitions

For the purpose of this **Article 10**, the following terms are defined as follows:

“Intellectual Property Rights” (or “IPR”) means :

- (i) all rights granted by law, through registration with an authority or office or without registration, and
- (ii) all unregistered intellectual property rights granted by law without the need for registration with an authority or office, including all rights in information, data, blueprints, plans, diagrams, models, formulae and specifications together with all copyright, unregistered trademarks, design rights, data base rights, topography rights, know-how and trade secrets or equivalent rights or rights of action anywhere in the world.

“ESA Staff member” means a person appointed pursuant to Article XII.3 of the ESA Convention and whose terms of employment are governed by the Staff Regulations, Rules and Instructions.

“ESA internal research fellow” refers to a scientist or engineer holding a doctorate or the equivalent, appointed to perform individual research or to participate in an existing research project within the Agency.

10.2. No ESA Background IPR

- (1) ESA does not anticipate to share any proprietary IPR developed, owned, licensed to or otherwise controlled by the Agency prior to the commencement date of these General Terms and Conditions or independently of the performance of these General Terms and Conditions (**“ESA Background IPR”**) in the framework of the Space App Camp.
- (2) ESA retains all rights and title over its own IPR, including in ESA Background IPR. No licence for the Participants or the Winners to use any of ESA IPR is granted or implied by these General Terms and Conditions.

10.3. Participants Background IPR and Foreground IPR

- (1) Should a Participant provide ESA with an IPR developed, owned, licensed to or otherwise controlled by the Participant prior to the effective date of these General Terms and Conditions, or generated by the Participant independently of the participation to the Space App Camp under these General Terms and Conditions (“**Participant Background IPR**”) the Participant shall be and remain the sole and exclusive owner of such IPR.
- (2) Should a Participant develop any IPR in the performance of the Space App Camp (herein “**Participant Foreground IPR**”), the following shall apply:
 - a. In case the Participant Foreground IPR is **developed solely by the Participant** without the contribution (e.g. co-development, Background IPR etc.) of another Participant or of ESA Contributors, the independently developed Participant Foreground IPR shall solely belong to the Participant having developed it;
 - b. In case the Participant Foreground IPR **is developed by the Participant with the contribution (e.g. co-development, Background IPR etc.) of another Participant but without the contribution of ESA** (e.g. co-development with an ESA Staff member or ESA internal research fellow, or use of ESA Background IPR), the concerned Participants shall agree – by distinct separate written agreement – on the allocation of IPR on the resulting Foreground IPR, subject to the rights which may be exercised by ESA under **Article 10.3 (3)**;
 - c. In case of the Participant Foreground IPR is **developed by the Participant with the contribution of ESA** (e.g. co-development with an ESA Staff member or ESA internal research fellow or use of ESA Background IPR), the concerned Participants undertake to agree with ESA – by distinct separate written agreement as soon as possible – on the allocation of IPR and other relevant aspects (e.g. formalities of protection) on the resulting Foreground IPR, subject to the rights which may be exercised by ESA under **Article 10.3 (3)**.
- (3) ESA reserves the right to agree with the Participants – by separate written agreement – on a royalty-free and non-exclusive licence to use Participant Foreground IPR, regardless of the allocation of rights resulting from the agreements contemplated in **Article 10.3 (2) (b) and (c)** above, as follows:
 - (i) Granted rights: copy, access, share, analyse, review, test, render public;
 - (ii) Purpose: for ESA’s research purposes.
 - (iii) Duration: for as long as ESA’s research purposes subsist and for at least 5 years after the end of the 2021 edition of the ESA Space App Camp;
 - (iv) Territory: worldwide;
 - (v) Sublicensing: is permitted under the supervision of ESA, in particular to ESA’s on-site contractors or other third parties (experts, contractors) to the extent necessary to fulfil the above-mentioned purpose.

- (4) By applying to the Space App Camp, Applicants are deemed having the rights, authority and permissions to participate to ESA Space App Camp under the conditions set forth in this **Article 10** and, upon ESA's request, will provide to ESA evidences of such rights, authority and permissions.

11 INFRINGEMENT OF THIRD-PARTY RIGHTS

- (1) Participants warrant and undertake to participate in the Space App Camp without infringing any rights of third parties. In particular, Participants warrant that the final output (the Apps) developed in the framework of the Space App Camp will not contain borrowings from any work of any third party for which no consent has been obtained.
- (2) If any Participant infringes any rights of third parties during the Space App Camp, or in the performance of its obligations under these General Terms and Conditions, the Participant shall at all times 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.

12 PERSONAL DATA

- (1) By applying to the Space App Camp, Applicants hereby agree that:
- a) Photos, recordings, videos and any other personal data of the Applicants (e.g. image, name etc.) may be collected by ESA and by AZO.
 - b) Photos, recordings, videos and any other personal data of the Applicants may be:
 - (i) processed by AZO for the purpose of organising the Space App Camp, or by ESA for communication purposes;
 - (ii) subject to cross border transfer to locations where processing is so performed;
 - (iii) retained for as long as the above mentioned purposes persist and shall be deleted thereafter.
 - c) Applicants further accept that ESA and AZO can freely and at any time, without further notification, approval or other formality, in writing or via any and all means and media (now or in the future known):
 - (i) Mention the name and use and reproduce the appearance of the Participants; and
 - (ii) Mention the Apps developed by the Participants during the Space App Camp for, but not limited to, communications purposes.
 - d) Applicants shall not receive or claim for any compensation, financial or otherwise, with respect to the processing of their personal data, and waive all rights with respect to communications made in accordance with subsection c) above.
- (2) To the extent that ESA or AZO process personal data in the performance of the ESA Space App Camp or of these General Terms and Conditions, the following shall apply:

- a) ESA shall comply with the ESA PDP Framework, i.e. the Personal Data Protection Framework applicable to ESA and available on ESA's website at: http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations; and,
- b) AZO shall comply with the personal data protection laws and regulations applicable to it in the European Union, including with the General Data Protection Regulations, which are recognised as providing an Adequate Level of Protection under the ESA PDP Framework.

13 COMMUNICATION AND EXCHANGE OF INFORMATION

- (1) Participants undertake not to publicly share or communicate information related to Participant's App development which they may receive in the course of the Space App Camp, for the entire duration of the Space App Camp and thereafter during the development phase of such App, without the prior authorisation from the concerned Participant.
- (2) Participants undertake not to disclose to any third party any information of proprietary nature clearly and conspicuously marked as "Proprietary Information" at the time of disclosure, and communicated to the Participants in the frame of the Space App Camp.

14 LIMITED USE OF THE ESA LOGO

- (1) ESA grants the Participants a non-exclusive, non-assignable, revocable (in case of breach of these General Terms and Conditions) worldwide, non-sublicensable right to use, reproduce, and display the ESA Logotype exclusively for communication purposes related to their participation in the Space App Camp, and only for the duration of the Space App Camp.
- (2) Participants shall ensure that the use and reproduction of the ESA Logotype is in conformity with the graphic rules described at : https://brand.esa.int/mp-files/esabrand-manual_logo.pdf.
- (2) Participants shall not use the ESA Logotype in a manner that could be detrimental to the reputation of the Agency, and shall refrain from any misleading communication in relation to the respective roles of ESA and the Participants.

15 LIABILITY

- (1) 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, including the following:
 - a) ESA shall not be liable for not selecting, or failing to select, an Applicant to participate to the Space App Camp;

- b) ESA shall not be liable for any malfunctioning or non-performance of the Participants' Apps following the Space App Camp nor for the malfunctioning or non-performance of the Winning Team's App following the support provided to it as part of the award granted, unless where any of the foregoing have been caused by gross negligence or wilful misconduct on the part of ESA.

(2) ESA does not provide any warranties with respect to the use of the ESA Logotype.

(3) ESA shall not be liable for the use of any of the awards by the Winners.

16 POINTS OF CONTACT

For any questions related to the ESA Space App Camp, please contact:

Attn: **Anna Burzykowska**

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Future Systems Department

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Via Galileo Galilei

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17 ENTRY INTO FORCE

These General Terms and Conditions shall enter into force for the respective Applicant/Participant upon submission of its application to participate to the Space App Camp and shall remain in force for a period of five (5) years afterwards.

18 APPLICABLE LAW – SETTLEMENT OF DISPUTES

- (1) Without prejudice to the privileged status of ESA as an international organisation, and in particular of Annex I of the ESA Convention on the Agency's privileges and immunities, these General Terms and Conditions are subject to the laws of France.
- (2) ESA and the Applicant/Participant shall use their best endeavours to amicably settle any dispute arising out of these General Terms and Conditions. Failing an attempt towards an amicable settlement, the disputes between the parties shall be submitted to arbitration according to the Rules of Arbitration of the International Chamber of Commerce and shall be finally settled by one or more arbitrator(s) (in this latter case, one appointed by each party and the third one appointed independently). The Arbitration proceedings shall take place in Paris, France, and shall be conducted in English. The decision from the arbitration shall be final, not subject to appeal. The enforcement of the award shall be governed by the rules of procedure in force in the state in which the award is to be executed.

19 MISCELLANEOUS

- (1) ESA and the Applicant/Participant are independent parties under these General Terms and Conditions and nothing herein is intended nor shall be construed as creating a partnership, joint venture or agency relationship.
- (2) These General Terms and Conditions may be changed by ESA at any time and shall be applicable to the Applicant/Participant upon notification of change.