

Terms and Conditions of the Open Space Innovation Platform (OSIP)

Please read carefully the following terms and conditions (“**OSIP Conditions**”) before registering to the Open Space Innovation Platform (“**OSIP**”).

They are released by the **European Space Agency**, an international intergovernmental organisation governed by its Convention, having its headquarters at 8-10 RUE MARIO NIKIS, CS 45741, 75738 PARIS CEDEX 15, France (“**ESA**” or “**the Agency**”).

By registering as a User of the OSIP or by launching a Campaign or Channel through OSIP, the User and, respectively, the Organiser accept (such acceptance being a mandatory condition to have access and use the OSIP):

- a. these OSIP Conditions including any future modifications to these OSIP Conditions;
- b. the ESA Personal Data Protection Framework and the Privacy Notice and Consent Form available on the OSIP;
- c. any click-wrap or click-through terms and conditions or agreements provided through OSIP or in conjunction with any OSIP materials or changes or updates of the above-mentioned Conditions, in order for the Users to gain access to and use of OSIP (collectively, “**Additional Terms**”).

Once so accepted, the above mentioned OSIP Conditions, ESA Personal Data Protection Framework and Additional Terms will be legally binding for the User and, respectively, the Organiser (as defined below) in connection to their respective use of the OSIP.

I. Definitions

In these OSIP Conditions the following words and expressions have the following meaning:

“**Additional Terms**” means:

- a. the Conditions of Participation to OSIP Campaigns and Channels made available on OSIP;
- b. any other additional terms and conditions which a User is required to accept in order to use the OSIP and/or participate to a Campaign or Channel.

“**Campaign**” or “**Channel**” means the competitions launched on the Platform, where:

- a. “**Campaign**” means a competition launched via OSIP which:
 - (i) is intended to generate Ideas, with a predetermined focus and for certain expected results and

- (ii) is opened within in a defined timeframe.
- b. **“Channel”** means a competition launched on OSIP, which:
 - (i) is intended to collect Ideas from Participants on general issues or on specific topics, but without targeting a specific result and
 - (ii) is opened during an open timeline.

“Content” has the meaning set forth in **Article IX** herein.

“Evaluation panel”
or “Team of Experts” means the team of experts nominated by ESA to evaluate Ideas submitted by Participants.

“Idea” means, in the context of OSIP Campaigns or Channels, the expression and description of a thought, of a proposed solution, of a process or concept containing typically, and as a minimum, a title and an explanation.

“Intellectual Property Rights” means any patent, registered design, copyright, database right, design right, topography right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.

“Organiser” means the entity, the institution, the organization, the private company or any combination of these categories, which has registered as User of OSIP or is otherwise provided access by ESA to OSIP for organising a Campaign or a Channel and launching it on OSIP.

“OSIP” or **“Platform”** or **“Website”** means Open Space Innovation Platform operated by, or for, ESA for the purposes of Campaigns and Channels. OSIP is the front end to the Discovery element of ESA’s Basic Activities and other ESA-wide calls in the form of a website. It provides an efficient, streamlined entry point for novel Ideas and is available at URL <https://ideas.esa.int>

“Participants” means the Users who have formulated and entered an Idea in OSIP.

“User(s)” (also called “innovators” on the OSIP Platform) means the persons which are registered as **user** in OSIP and which has been provided by ESA with an access code. They may represent a moral person or attend in their own behalf.

II. Scope of these OSIP Conditions

- (1) This document sets forth the conditions of registration to, and use of, OSIP.

III. The purpose of OSIP

- (1) The purpose of OSIP is to facilitate the launch of Campaigns and Channels and the collection of new and innovative Ideas. OSIP is intended to be an efficient, streamlined entry point for all types of novel, potentially disruptive space-related concepts and technology development Ideas.

IV. Organiser(s) of Campaigns and Channels

- (1) The Campaigns and Channels will be launched through OSIP under the responsibility of their Organiser.
- (2) Unless otherwise expressly indicated in the Conditions of Participation to the Campaign or Channel, the Organiser shall be ESA in which case ESA Conditions of Participation to the Campaign or Channel and, generally, the ESA legal framework will apply.
- (3) Whenever ESA is not Organiser or co-Organiser of a Campaign or Channel in OSIP:
 - a. ESA will support the Organiser by:
 - (i) making available OSIP to the Organiser upon terms and conditions to be agreed through a specific agreement to be signed with the Organiser and
 - (ii) contribute to the promotion and outreach of the Campaign or Channel by any appropriate means.
 - b. the Organiser shall refrain from any misleading communication in relation with the respective roles of ESA (as provider of OSIP) and the Organiser; the Organiser shall take into account any suggestion made by ESA, should any information or communication made by the Organiser appears as misleading or not consistent with these OSIP Conditions;
 - c. the provision of OSIP, by ESA, to the Organiser does not imply endorsement by ESA of the activity, Campaign or Channel of the Organiser;
 - d. ESA will not responsible, and cannot be held liable for, any financial or organisation aspects of the Campaign or Channel and thus ESA will not (and may not be presented in any way creating appearance of being) liable for any matter that relates to the Organiser's role. Any incompliance by the Organiser with the terms and conditions set forth in these OSIP Conditions may trigger important damages for ESA, in particular – without limitation - in terms of image and reputation.
- (4) Since the Organiser registers as “User” in OSIP or is in any other way

provided access by ESA in OSIP, the Organiser must comply with all the terms and conditions applicable to Users under these OSIP Conditions, unless otherwise expressly agreed with ESA in a separate agreement which may be concluded between the Parties.

V. Conditions of participation Campaigns / Channels

- (1) The Participation of Users of OSIP to such Campaigns and Channels is subject to their acceptance of the Conditions of Participation released by the Organiser and available on the OSIP.

VI. Eligibility to become User of OSIP

- (1) Cumulative eligibility criteria. The eligibility criteria set forth in this **Article VI** are cumulative.
- (2) General conditions of eligibility. To be eligible to register as a User of OSIP (which is mandatory condition to become a Participant in a Campaign or Channel launched through OSIP), the User must fill in the registration form available on the OSIP, with all the required information including the identifying name and a verifiable email address.

There shall be no entitlement to use the OSIP. ESA shall be entitled to refuse registration as Users for any reason.

- (3) Statement of eligibility. By registering as Users on OSIP, Users are deemed having accepted:
 - a. to comply with these Conditions and Additional Terms;
 - b. to be subject to the ESA Personal Data Protection Framework.
- (4) Exclusion of Users. Notwithstanding the possibility for ESA to refuse registration of any User for any reason, any User will be excluded from using OSIP if any of the following events occurs:
 - a. the User fails to fulfil any of these Conditions or any terms and conditions referred to herein,
 - b. the User is acting in a manner inconsistent with ESA reputation and status;
 - c. the User falls under any of the following situations:
 - (i) the User has 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;
 - (ii) the User violated, or is suspected of violating, Intellectual Property Rights of a third party.

VII. How to use OSIP

- (1) Registration procedure. Registration on OSIP is free of charge.

Users shall ensure that the contact details and other information requested

by ESA during the registration procedure shall be correct and complete.

- (2) Preliminary verification. Once all the data and documents requested for registration have been submitted by an User, the application and the supporting documents may be checked by ESA. ESA may send to the User an e-mail to the e-mail address provided, with a link to the confirmation of registration in OSIP.
- (3) Use of OSIP upon registration. Upon receipt of the e-mail of confirmation of registration to OSIP, the Users may be granted access to OSIP for their use only as authorized herein. To do so, Users first have to confirm their activation by clicking on the link in the e-mail and also confirm that they accepted these OSIP Conditions, the ESA Personal Data Protection Framework as well as the Additional Terms (if any).

The User is responsible for keeping the access details secret. The User is also responsible for all use of the OSIP account upon registration and may be held liable for any use in violation to these Conditions or prejudicial to ESA or third parties. The User must notify ESA in case of suspected or real unauthorized use of, or access to, User's account in OSIP.

- (4) Updating information. All information requested by ESA during the registration procedure that the User submits through OSIP must be kept updated by the User. The User's failure to do so will constitute a violation of these Conditions which may result in the immediate termination of the access to OSIP and, thus, of any participation in a Campaign or Channel.
- (5) Protected content (other than Ideas) on OSIP. OSIP may contain information, images, video and/or audio recordings or works, materials, logos or any other content which is (or may be) protected by Intellectual Property Rights belonging to ESA or to third party licensors of ESA. The Users are not allowed to copy, download, reproduce, duplicate, archive, modify, perform, publish, share, make available any such content contained in or through OSIP or make any authorized use thereof. The Users are also forbidden to create any kind of derivative works or materials using the content contained in or through OSIP.
- (6) Modification, suspension or discontinuance of use of OSIP. ESA may change, suspend or discontinue use of OSIP, of User's account or of any feature thereof at any time, without prior notice, and shall have no liability to the User(s) for such change, suspension or discontinuance. Also, there may be features of OSIP conditional upon the fulfilment of certain conditions which will be deemed to be Additional Terms applicable to the User. The User may not attempt to gain unauthorized access to the OSIP by any means. Suspension or discontinuance of such use trigger suspension or, as the case may be, discontinuance of participation to a Campaign or Channel. In case of termination of participation, the contractual relation established between ESA and the User by the acceptance of these OSIP Conditions shall also end, save the surviving

terms and conditions.

VIII. User profiles

- (1) Personal profiles. If the function is available on the OSIP, Users may voluntarily add personal details to their profile within the scope of these OSIP Conditions.
- (2) No mandatory verification. As a rule, ESA is not obliged to verify the identity of profile owners or the details provided in the profiles. ESA therefore does not guarantee that each profile owner actually corresponds to the person whom the profile owner claims to be.
- (3) Deregistration of profile in OSIP. Termination of access. Users may terminate their access to the OSIP at any time using any means available on OSIP. Termination automatically ends the participation to the Campaign or Channel and the contractual relationship established by the acceptance of these OSIP Conditions (save the surviving terms and conditions). Thus, the User may no longer make use of the access. Upon termination, ESA anonymises the profile by removing the User name and the password. Upon deregistration from the OSIP and following expiry of any statutory record-keeping periods, ESA shall be entitled to irretrievably delete or anonymise all data created in connection with a User's participation.

IX. User Content

- (1) Users may submit any materials (e.g. registration materials) and post certain content (e.g. comments on Ideas proposed by other Users, ratings given to Ideas proposed by other Users etc.) onto the OSIP to the extent permitted by the functionalities of OSIP (herein "**User Content**"), thereby making it available to third parties.
- (2) Without prejudice to the possibility foreseen in **Article IX, paragraph 4** below, by submitting an User Content in OSIP, the User irrevocably grants ESA (whether or not ESA is the Organiser of the Campaign or Channel) and the Organiser (if different from ESA) - without a formal declaration being needed in this respect - a free of charge, perpetual, worldwide and transferable right of use of the relevant User Content for any purposes related to the operation of OSIP, the conduct of Campaigns and/or Channels, and the subsequent implementation paths (if any), including the rights to:
 - a) edit, reproduce, store the User Content on any device, equipment, server, network etc. (whether operated by, or for, ESA) as well as to display, share, process it and make it available publicly (e.g. by displaying the Content on the OSIP);
 - b) authorise the use (including the exercise of the rights mentioned in paragraph a) above) of the User Content by any evaluation panel, expert, on-site contractor, advisor or any third party acting for ESA

- and/or Organiser;
- c) use the User Content for ESA communication purposes, in particular related to OSIP.
- (3) Upon ESA request, the Participant undertakes to:
- a) demonstrate that the Participant actually has intellectual property rights in the User Content and
 - b) to execute any document necessary to confirm the rights granted by these OSIP Conditions.
- (4) Notwithstanding the paragraph (2) above, the Users may decide to take down User Content they have posted to OSIP by using a functionality in OSIP (if and for as long as such functionality is available), the above rights of use shall lapse for further use. However, ESA shall be entitled to retain copies for backup and/or verification purposes and for the purpose of managing any formality triggered by the termination of the access to OSIP and/or participation in the Campaign or Channel.
- (5) The Participant must not insert any content forbidden under these OSIP Conditions, in particular any Third Party element that would infringe upon any Intellectual Property or other rights of any person or entity or which the User is not permitted to deliver with the licenses granted as set forth herein or which would trigger application of other terms and conditions.
- (6) ESA reserves the right, but disclaims any obligation or responsibility, to control, remove, to refuse to post User Content and/or to edit, block or remove posted User Content (including comments) or to undertake the examination of the Content, including to check its completeness, accuracy, legality, relevance, quality or appropriateness for a particular purpose. The User remains responsible of its User Content, regardless of the examination or assessment made by ESA.

In particular, any User Content submitted by the Users in OSIP must not:

- a. contain trademarks, logos or trade names owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- b. contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission;
- c. contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; communicate messages or images inconsistent with the positive images and/or goodwill to which ESA wishes to

associate;

- d. be violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic; be obscene or offensive, endorse any form of hate or hate group; defame, misrepresent or contain disparaging remarks about ESA, or its activities or team, or other people, products or companies;
 - e. contain any materially dangerous activity; promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; and
 - f. depict, and cannot itself, be in violation of any law.
- (7) By registering to OSIP, the User represents and warrants to ESA and Organiser without a formal declaration being needed in this respect, that:
- a. it does not infringe upon any Intellectual Property or other rights of any person or entity;
 - b. the User is the owner of the intellectual property rights in the User Content or, at least, that the Participant User obtained all necessary rights, licenses, approvals, authorisations and releases to submit such User Content under these OSIP Conditions and to grant the rights of use pursuant to the above-mentioned Conditions.

The above-mentioned rights, licenses, approvals, authorisations and releases must have been obtained by the Users, prior to the submission of the User Content, from any right holder, in particular from:

- (i) any individual whose name, likeness or voice is used in any such User Content;
- (ii) any natural or legal person who may have contributed or participated in any way in the creation of the submitted User Content; and/or
- (iii) any natural or legal person who may own or control any elements used in the User Content which are not owned or controlled by the User.

The above-mentioned rights, licenses, approvals, authorisations and releases must have been obtained by the Users without placing ESA or the Organiser under any obligation.

- (8) The User will defend, indemnify and hold harmless ESA and the Organiser, from any claims to the contrary. These obligations and warranties will survive the termination of User's access and use of the OSIP, for the duration of the rights granted to ESA and the Organiser.

X. Releases

- (1) ESA shall have no obligation, liability or responsibility towards Users

- (including their team members) for:
- a. all costs, travel and other expenses to be incurred by the User in connection with the registration to OSIP; they are the User's responsibility and in no case will be refunded by ESA;
 - b. any claim relating to the activities carried out using the OSIP;
 - c. any damage caused or sustained by any of the Users, including any damage caused to third parties as a consequence of, or during the, registration to OSIP and/or the use of OSIP;
 - d. any force majeure event;
 - e. any User Content which is late, incomplete, illegible, lost or otherwise not received;
 - f. the use of OSIP in violation to these OSIP Conditions.
- (2) ESA gives no warranties in connection with OSIP, including in relation to its potential malfunction, inoperability, maintenance procedures or corrective actions which ESA may undertake from time to time or for any causes beyond ESA's reasonable control.
- (3) Users agree not to instigate, support, maintain or authorize any action, or lawsuit against ESA or the Organiser on the ground that any use of User Content submitted pursuant to their registration in OSIP infringes any of the User's rights or the ones of User's licensors.

XI. Personal Data

- (1) By registering on OSIP, the Users irrevocably accept (and obtain acceptance from any concerned individuals, including team members) the processing of their personal data for the purposes as defined in and as presented in the Privacy Notice and Consent Form available on the OSIP.
- (2) Personal Data is processed according to the ESA Personal Data Protection Framework, available at:
http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations
The processing is notified under a dedicated Data Protection Notification Record (DPNR)

XII. Compliance with Laws and Regulations

- (1) All Users must observe all local, regional, national, and international laws, orders, directives, ordinances, treaties, rules and regulations which may apply to Users in connection with all aspects of the registration to, and use of, OSIP. Users are solely responsible for acquiring the appropriate licenses, waivers, or permits from the applicable regulatory bodies or other applicable third parties. ESA shall in no way be responsible for providing the Users any advice or counsel, legal or otherwise, with regard thereto.

XIII. Applicable Law and Settlement of Disputes

- (1) Except for personal data matters or incidents for which ESA Framework on Personal Data Protection shall apply and for which ESA Supervisory

Authority shall have exclusive jurisdiction:

- a. Without prejudice to the applicability of ESA Convention on privileges of ESA, this Agreement shall be governed by and shall be interpreted in accordance with the Law of France.
- b. All disputes between the Parties in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof) which the Parties cannot resolve within 30 days from the date of a written notice from one Party to the other Party to notify the existing dispute, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 arbitrators appointed in accordance with the said rules. The cost of arbitration, including the fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. Each Party shall bear its own representation fees and costs associated with the arbitration. The arbitration proceedings shall be conducted in the English language in Paris (France) and the arbitration award shall be final and binding upon the Parties, their successors and assigns which shall comply in good faith with such decision.

XIV. Limitation of ESA liability

- (1) Should the User suffer a loss as a result of using OSIP and the free services provided on the OSIP (including accessing free User Content and the option of posting User's own Content), ESA shall be liable only in the event of wilful intent (including fraudulent intent) and gross negligence on the part of ESA, provided that the claim is formulated by the User within one (1) months of the date when the first loss occurred. Any claims beyond the above shall be excluded.