

## **General Conditions of Participation Campaigns and Channels organised by ESA on OSIP**

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Channels (“**General Conditions of Participation**”) before entering Ideas (as defined below) to Campaigns or Channels organised by ESA on 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 24 rue du Général Bertrand, CS 30798, 75345 Paris Cedex 7, France (“**ESA**” or “**the Agency**”).

By entering an Idea to a Campaign or Channel organised by ESA on the OSIP, the User of OSIP accepts (such acceptance being a mandatory condition to participate in the OSIP Campaign or Channel) these General Conditions of Participation as well as any Specific Conditions set forth by ESA for each Campaign or Channel as they may be published on OSIP (herein collectively referred to as “**Conditions of Participation**”).

Once so accepted, the Conditions of Participation will be legally binding to the Participant, in addition to the General Conditions of Use of the OSIP (as well as any conditions referred to therein); the General Conditions of Use of the OSIP will continue to apply to the Participant for as long as it remains a User of OSIP.

### **I. Definitions**

In these General Conditions of Participation, the following words and expressions have the following meaning:

**“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 a defined timeframe.

**“Campaign or Channel audience”** means the Users of OSIP and/or the general public that is given access to Campaigns and Channels by ESA.

**“Campaign or Channel Manager (CM)”** means the manager of a particular Campaign or Channel appointed by ESA to run and monitor a Campaign or Channel including the evaluation process.

**“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.
- (ii) Has an open timeframe.

<b>“Conditions of Participation”</b>	has the meaning set forth in the Preamble.
<b>“EISI”</b>	stands for “ESA Initial Support for Innovation” and means the firm fixed amount awarded by the Agency, under an EISI Agreement to a Beneficiary, to provide an initial support for a specific Project and not as counterpart for a service or a deliverable. EISI is awarded in application of Resolution on the ESA Initial Support for Innovation (ESA/C(2020)6) adopted by ESA Council on 18 December 2019 and made public on <a href="http://www.esa.int">www.esa.int</a> . (information on EISI: <a href="https://www.esa.int/Enabling_Support/Preparing_f_or_the_Future/Discovery_and_Preparation/EISI_-_ESA_Initial_Support_for_Innovation">https://www.esa.int/Enabling_Support/Preparing_f_or_the_Future/Discovery_and_Preparation/EISI_-_ESA_Initial_Support_for_Innovation</a> )
<b>“EISI Agreement”</b>	refers to the agreement between the Agency and the Beneficiary which formalises the particular terms and conditions applicable between the Parties in connection with the award of EISI. The EISI Agreement includes, by reference, the EISI General Clauses adopted by ESA and made public on <a href="http://www.esa.int">www.esa.int</a> .
<b>“Evaluation Panel” or “Team of Experts”</b>	means the team of experts nominated by ESA to evaluate Ideas submitted by Participants.
<b>“Idea”</b>	means, in the context of OSIP Campaigns or Channels, the expression and description of a thought, of a solution, of a process or concept containing typically, and as a minimum, a title and an explanation.
<b>“Idea Call(s)”</b>	means calls for ideas on OSIP organised either as Campaigns or as Channels.
<b>“Idea Submission”</b>	The documentation embodying an Idea and output of any elaborated Idea submitted by a Participant in a Campaign or into a Channel, as it may be updated by the Participant until the evaluation starts.

- “Implementation Path(s)”** means the implementation mechanism(s) which may be used by ESA in compliance with the applicable ESA rules and regulations, to implement activities following the evaluation of Ideas submitted via OSIP pursuant to a Campaign or a Channel.
- “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.
- “OSIP” or “Platform” or “Website”** means the 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. May be “Participant” also:
- (i) ESA staff members subject to their compliance with ESA rules and regulations; the latter will prevail over the Conditions of Participation in case of conflict or ambiguity;
  - (ii) any personnel of ESA contractors, in particular the on-site contractors, provided their participation to ESA Campaigns / Channels is authorised by their employers and the appropriate justification is provided to ESA upon request.
- “Specific Conditions”** means the specific conditions of implementation applicable to a specific Campaign or Channel.
- “Third Party”** means a natural or legal person other than ESA, User and/or Participant.
- “Users”** (also called “innovators” on the OSIP Platform) means the persons which are registered as users of OSIP and which have been provided by ESA with an access code. They may represent a moral person or attend on their own behalf. Users may become “Participants” to Campaigns and Channels by submitting Ideas.

## II. Scope

### 2.1. Scope of application

This document describes the general conditions for Users of OSIP to participate - subject to the exclusion set forth in **Article II (2)** below - to an OSIP Campaign or Channel organised by ESA and, as Participant, to submit Ideas via OSIP.

It describes the typical procedural steps applicable to Campaigns or Channels, from the early Idea formulation up to a potential selection of the Idea and provides information on potential Implementation Paths.

### 2.2. Exclusion.

The Conditions of Participation are not designed to be used, and may not be used, to deviate from ESA rules and regulations in the latter's fields of application. In case a Campaign or a Channel falls in the area of application of specific ESA rules and regulations, then such Campaign or Channel:

- a. is deemed excluded from the scope of application of this OSIP Process document; and
- b. may only be launched in accordance with such ESA rules and regulations; in this respect, ESA may then issue Specific Conditions to ensure compatibility and compliance thereof with the relevant applicable ESA rules and regulations.

## III. Timing and Phases

### 3.1. Indicative Timing

- (1) The Specific Conditions set forth, for each Idea Call, on the OSIP will include indicative information on:
  - a. the start date and the end date for the Idea Calls;
  - b. timeline details for each of the phases of the Campaign e.g. submission deadline, end of evaluation phase, end of Campaign.
- (2) ESA may change any pre-set schedules as necessary or opportune for ESA and shall update the relevant information on OSIP.

### 3.2. Typical Phases.

- (1) The Idea Calls process starts with an idea phase via OSIP. The Idea phase shall focus on the formulation and submission of a new idea and its maturation.
- (2) The Campaigns will typically include following phases:
  - a. the "Idea submission" phase, allowing to Participants to enter new ideas;
  - b. the "community discussion & voting" phase, allowing Participants to edit an Idea and discuss with the community;
  - c. the "evaluation" phase, during which Ideas are evaluated and are therefore no longer editable;

- d. the “end of Campaign” phase, with all Ideas being processed and either channelled to an Implementation Path or archived, and the Campaign being closed and archived.

(3) The Channels will typically not include time delimited phases.

## IV. ESA Campaigns and Channels

### 4.1. Scope of ESA Campaigns and Channels

ESA may organise and launch Idea Campaigns and Idea Channels on OSIP:

- a. Campaigns targeting certain topics and with a deadline for submission of Ideas;
- b. Channels on generic themes for submission of Ideas.

### 4.2. General and Specific Conditions.

Both Campaigns and Channels may be launched under these General Conditions of Participation and under relevant Specific Conditions. In case of conflicting terms between these General Conditions of Participation and the provisions of such Specific Conditions, the Specific Conditions shall prevail in relation to the subject matter.

### 4.3. Eligibility conditions.

- (1) Eligibility criteria. The Specific Conditions shall expressly indicate the conditions, additional to the ones set forth in these General Conditions of Participation, which must be fulfilled by the Users to be eligible to participate in the Campaign or Channel. The Participants may be required by ESA to draft and provide a statement of eligibility including confirmation that the eligibility conditions are and will be fulfilled during the entire duration of the Campaign or Channel.
- (2) Exclusion criteria. Subject to other exclusion criteria which may be set forth in the Specific Conditions, any Participant may be excluded from the Campaign or Channel (and may also be excluded from the further use of OSIP) if any of the following events occurs:
  - a. the Participant fails to fulfil any of the Conditions of Participations or any terms and conditions referred to herein;
  - b. the Participant is acting in a manner inconsistent with ESA reputation, status and interests;
  - c. the Participant falls under any of the following situations:
    - i. the Participant 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 Participant violated, or is suspected of violating, Intellectual Property Rights of a Third Party.

- d. the Participant seeks to negate or restrict, through specific labelling or otherwise, the use of proprietary information, data and/or of supporting documents as authorised by the Conditions of Participation.

#### 4.4. Establishment of evaluation criteria and of the Evaluation Panel

- (1) Evaluation criteria and weighting factors. For each Campaign or Channel that ESA organises and launches on the OSIP, ESA will:
  - a. establish the evaluation criteria. If not stated otherwise in the Specific Conditions, the main evaluation criterion for the Idea phase of Campaigns and Channels is novelty. In this case, Idea Submissions therefore must clearly demonstrate the novelty in respect to the state of the art, providing the necessary description of such novelty.
  - b. establish weighting factors for each evaluation criterion. If no weighting factors are determined, each evaluation criterion will have equal weight.
- (2) Establishment of the Evaluation Panel. The Evaluation Panel shall assist in the evaluation of Ideas in an efficient, fast, transparent and impartial manner. The proposal for the membership of the Evaluation Panel is the responsibility of the CM, who is ex-officio a member of the Evaluation Panel.

The Director of Technology, Engineering and Quality Directorate – or a person to whom he has delegated such authority – shall be the Evaluation Panel Appointing Authority and shall appoint the Evaluation Panel participants.

ESA ensures that all members of the Evaluation Panel (herein “evaluators”) are bound by confidentiality, impartiality and are not in a situation of conflict of interest. In case of conflict of interest, evaluators will promptly inform in writing the CM. The CM shall analyse the declaration of potential conflict of interest and shall take all the necessary measures, including that of excusing the evaluator(s) from the Evaluation Panel to ensure that such potential conflict does not impair the fairness of the evaluation.

These evaluators shall have a proven competence, experience and insight on the subject matter of the Campaign or Channel. Following approval of the Evaluation Panel, the OSIP Secretariat provides evaluators read-access to Ideas submitted to the relevant Campaigns and Channels.

In all cases, changes in the composition of the Evaluation Panel shall only be authorised by the Appointing Authority.

- (3) Evaluation by the Evaluation Panel. Evaluators provide their evaluation according to the criteria directly in the evaluation system integrated in OSIP. All evaluations and comments will be personalised and logged for full traceability.

The Evaluation Panel may, at its sole discretion and as part of its evaluation, pose additional questions or requests for clarification to supplement the Idea Submission. The Participant must provide the requested documents within the given timeline, otherwise it may be considered as excluded.

All the decisions made by the Evaluation Panel shall be considered binding and final on the Participant, in any and all phases of a Campaign or a Channel.

## V. Registration and Participation

### 5.1. Registration

Before entering Ideas, Users need to register in OSIP. By registering, Users accept:

- (1) The General Terms and Conditions of use of the OSIP platform (<https://bit.ly/OSIPTermsAndConditionsV5> - please always consult the OSIP website for the latest version).
- (2) General conditions of participation and any specific conditions set forth by ESA for each Campaign or Channel as they may be published on OSIP.
- (3) The ESA Personal Data Protection Framework made public at the URL ([http://www.esa.int/About\\_Us/Law\\_at\\_ESA/Highlights\\_of\\_ESA\\_rules\\_and\\_regulations](http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations)), and the privacy notice and consent forms available on OSIP ([https://ideas.esa.int/apps/IMT/UploadedFiles/00/f\\_3f1ace8a368683703963833d40b8ae48/1.1\\_Consent\\_form\\_Privacy\\_notice\\_\\_OSIP-v1.2.pdf](https://ideas.esa.int/apps/IMT/UploadedFiles/00/f_3f1ace8a368683703963833d40b8ae48/1.1_Consent_form_Privacy_notice__OSIP-v1.2.pdf) - please always consult the OSIP website for the latest version ).

### 5.2. Participation

Users participate to Campaigns or Channels on OSIP by entering or modifying an Idea to a Campaign or Channel.

Their participation imply declaration that:

- a. to their knowledge, they have **no conflict of interest** in connection with the Campaign or Channel or any aspect thereof. A conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest between the User and any person involved in the organisation of a Campaign or Channel or in the evaluation of the Ideas. The Participants must inform ESA, without delay, of any situation considered as a conflict of interest or which could give rise to a conflict of interest. Depending on the situation, such a conflict of interest may lead to the exclusion of the Participant from the Campaign or Channel.
- b. they did not and do **not perform any illegal practices**. In particular, Participants declare to not have been granted, and shall not grant, have not sought and shall not seek, have not attempted and shall not attempt to obtain, and have not accepted and shall not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in as much as it is in connection with a Campaign or a Channel. In case of misrepresentation, the Participant shall be excluded from the Campaign or Channel. All the terms and conditions of the **Article X** - “Releases” set forth in the General Conditions of Use of the OSIP shall also apply mutatis mutandis in relation to the participation of the Participant in the Campaigns or Channels.

- c. **any legal person participating to a Campaign or Channel is duly represented** by the individual that filled in the registration form to become User of OSIP. The name and registered office of the legal person so represented, as well as any other required information, must be mentioned in the registration form as well as on any documents or materials submitted any time during the Campaign or Channel. By filling in the registration form on OSIP and by submitting an Idea in OSIP, the individual representing a legal person represents and warrants, without a formal declaration being needed in this respect, that:
- i. he/she has authority to represent the legal entity and will be responsible for ensuring that such legal entity will comply with these General Conditions of Participation and with any other conditions referred to herein; the representative must keep available and submit to ESA upon request, the power of representation, decision making or control over the legal person in the name of which the registration has been done;
  - ii. the Participant is an economic operator which is not subject to a suspension under ESA Procurement Regulations and, generally, is not subject to a decision preventing him from doing business with ESA.
- d. any **individual who fills in the registration form in his/her own name (not as representative of a legal person)** provides his/her surname and given name, his/her domicile as well as any other required information and is over the age of majority in their state of jurisdiction as of the date of the registration in the Campaign / Channel.

### 5.3. Applicable Conditions of Participation.

When organising and launching Idea Campaigns and Channels on OSIP, ESA will also specify the version of the General Conditions of Participation and of the Specific Conditions applicable to the Campaign or the Channel.

### 5.4. Language.

The language of OSIP, the language of Campaigns and Channels as well as of communication between ESA and the Users / Participants shall be English unless the Users / Participants have received prior written permission from the ESA to submit communication in another language.

### 5.5. Communication during the Campaign or Channel.

Users / Participants will receive communication via OSIP. When appropriate, ESA may also choose to use any other appropriate means of communication.

## **5.6. Proprietary information, data and supporting documents submitted or made available by the Users / Participants.**

- (1) By using the OSIP and conforming to these General Conditions of Participation, it is implied that ESA, the members of the Evaluation Panel and any experts supporting the foregoing, in addition to any other use authorised elsewhere in the General Conditions of Participation or in the OSIP Conditions, are permitted to use any such proprietary information, any data and supporting documents submitted or made available by the Users / Participants for the purpose of:
- a. the eligibility assessment,
  - b. the evaluation of the Idea and the Campaign / Channel procedure, the evaluation of the Idea or parts thereof compared to other ESA activities (e.g. to check for duplications).

## **5.7 Exclusion**

Any breach of the foregoing may, in addition to other remedies available to ESA, lead to the exclusion of the Participant from the Campaign or Channel.

## **5.8 Modification – termination of OSIP Campaign or Channel**

ESA has the right to modify, or terminate any OSIP Campaign or Channel, at any time and without any obligation, liability or responsibility, for any reason, in particular, if:

- a. the Campaign or Channel is not capable of being run as planned or if its requirements, as mentioned on the Website for that particular Campaign or Channel, are not fulfilled by the Users; or
- b. the objective pursued by the Campaign or Channel has, in the meantime, been achieved by, or for ESA, through modalities other than that particular Campaign or Channel;
- c. no application or Idea is submitted or the submitted Idea(s) are not compliant with the Conditions of Participation.

## **5.9 Information – Personal data**

In the course of the performance of any Campaign or Channel, the Participant may receive, or have access to information identifying individuals, submitted or made available by ESA or the Evaluation panel. Such information may be processed by the Participant only during and for the purpose of the Campaign or Channel only, in compliance with instructions given by ESA on the OSIP for that particular Campaign or Channel. In processing such data, the Participant shall at all times comply with the obligations set forth herein and the ones provided in the data privacy laws and regulations applicable to the Participant and shall assist ESA in satisfying its own obligations under the ESA Personal Data Protection Framework available on [http://www.esa.int/About\\_Us/Law\\_at\\_ESA/Highlights\\_of\\_ESA\\_rules\\_and\\_regulations](http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations). The Participant shall not disclose, make accessible, transfer in any way, sell, assign, lease or otherwise exploit any such data (and not allow any of the foregoing on

its behalf), in particular not transfer such data out of the territory of the ESA Member States<sup>1</sup>.

During the term of any Campaign or Channel and after its termination, for the whole duration of the protection of the personal data by any applicable laws or regulations, the Participant is required to protect the Personal Data against any use and any communication not authorised by the disclosing Party or in violation with any applicable laws or regulations.

## **VI. Participant Content (Idea, the Idea Submission and any supporting documentation)**

(1) Participants may submit in OSIP certain Ideas, Idea Submissions and any supporting documentation (herein “Participant Content”) and the following shall apply:

- a. In case the content submitted to OSIP by a Participant qualifies as a “Participant Content” under these General Conditions of Participation, these General Conditions of Participation and any Specific Conditions of participation will apply to that content;
- b. In case the content submitted by a Participant to OSIP by a Participant does not qualify as a “Participant Content” under these General Conditions of Participation, the corresponding provisions of the OSIP Conditions released by ESA will apply to that User Content.
- c. Following an Implementation Path, the rights to use the Participant Content will be governed by the relevant contracts or agreement in accordance with the applicable ESA rules and regulations.

(2) Without prejudice to the possibility foreseen in **Article VI, paragraph 4** below, by submitting a Participant Content in OSIP, including in its draft status, within the framework of a Campaign or Channel:

- a. the Participant irrevocably grants to 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 (as defined below) and authorise the use (including the exercise of the rights mentioned in paragraph a) above) of the Participant Content by any Evaluation Panel, expert, on-site contractor, advisor or any Third Party acting for ESA, the Participant Content, for the purpose of evaluating the Participant Content in the framework of the Campaign and/or Channel; for this purpose, the right to “Use” shall include the right to make the

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<sup>1</sup> As of August 2017 the Member States are Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, The Netherlands, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland and the United Kingdom.

Participant Content available publicly (e.g. by displaying the Content on the OSIP) only when the relevant option provided in ... is activated by the Participant.

- b. the Participant irrevocably grants to 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 (as defined below) the Participant Content selected by ESA in the framework of the Campaign and/or Channel following the Idea Evaluation phase, for ESA communication purposes, in particular to highlight the OSIP, ESA Campaigns or Channels, to promote similar initiatives in the future and/or promote the Participant Content.

For the purpose of this Article VI, **“Use”** means edit, reproduce, store the Participant Content on any device, equipment, server, network etc. (whether operated by, or for, ESA) as well as to display, share, process it.

- (3) Upon ESA request, the Participant undertakes to:
  - a. demonstrate that the Participant actually has intellectual property rights in the Participant Content and
  - b. to execute any document necessary to confirm the rights granted by these General Conditions of Participation.
- (4) Notwithstanding the paragraph (2) above, if the Participant withdraws its own Participant Content from 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 any Specific Conditions of participation or under the General Conditions of Use of the OSIP, in particular any Third Party element that would infringe upon any Intellectual Property or other rights of any person or entity or which the Participant 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 an Participant Content and/or to edit, block or remove posted any of such Participant Content, or to undertake the examination thereof. The User remains responsible of its Participant Content regardless of the examination or assessment made by ESA.

In particular, any such Participant 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 submitting a Participant Content in OSIP, including in its draft status, within the framework of a Campaign or Channel, the Participant 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 Participant is the owner of potential intellectual property rights (if any) in and to the Participant Content or, at least, that the Participant obtained all the necessary rights, licenses, approvals, authorisations and releases to submit them under these Conditions of Participation, the Specific Conditions and the 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 Participant Content, from any right holder, in particular from:

- (i) any individual whose name, likeness or voice is used in any such Participant Content;
- (ii) any natural or legal person who may have contributed or participated in any way in the creation of the submitted Participant Content; and/or

- (iii) any natural or legal person who may own or control any elements used in the Participant Content which are not owned or controlled by the Participant.

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

- (8) The Participant will defend, indemnify and hold harmless ESA, from any claims related to the Participant Content provided in a Campaign or Channel. All obligations and warranties set forth herein or (for User Content) in the General Conditions of Use of the OSIP and in the Specific Conditions (if any) will survive the termination of the Participant's participation in the Campaign or Channel, for the duration of the rights granted to ESA.

## VII. Procedure conditions

Campaign and Channel overview pages provide information regarding the Campaign or Channel specific procedure conditions and/or refers to other sources of information made available by ESA and related to the Implementation Path(s).

### A. Idea Phase

#### Entering Ideas

- (1) The Idea phase starts with the entering of a draft description of an Idea into OSIP.
  - a. Users enter an Idea into a Campaign or Channel hosted on the OSIP platform by providing at the minimum the following:
    - A short meaningful title, and optionally an illustration of the Idea
    - A concise description of the Idea (max 2000 characters)
  - b. By entering an Idea, the Participant accepts that:
    - The Idea must be new, in terms of content, and original in its presentation as Idea Submission; the Idea must also comply with other conditions which may result from the Specific Conditions of participation; in particular the Idea must not have been previously published, in whole or in part, and must not have won previous awards, prizes etc.;
  - c. Depending on the specific requirements for the Campaign or the Channel, Users can be asked to provide further optional or mandatory information.

#### Submission of Ideas and maturation

- (2) Once Participants are satisfied with the description of their Idea, they submit the Idea. The Participant agrees that submissions of Ideas imply that:
  - a. Ideas become visible to ESA and evaluators in OSIP;
  - b. Ideas may be made public as required by the relevant ESA rules and regulations; Ideas may be processed by ESA;
  - c. Ideas shall be used as set forth in Article VII (4) of these Conditions or as required by the relevant ESA rules and regulations;
  - d. Other Users can comment on visible Ideas or give ratings given to Ideas proposed by other Users or insert any other comment onto the OSIP to the extent permitted by the functionalities of OSIP.
  - e. Following the receipt of an Idea and based on the information provided, the Idea would be matured, improved and finalised by the Participants. This might be done either spontaneously by the Participant, upon invitation by ESA or pursuant to an open dialogue about the Idea among Users (e.g. during an optional community/maturation period). ESA may require the Participant to work in cooperation with another Participant to the Campaign or Channel, in order for them to merge their respective Ideas and submit in OSIP a combined Idea under the responsibility of one of the two Participants. In any case when a Participant will submit a matured, improved and finalised Idea, in particular after embedding or otherwise capturing the contributions of other authors, the Participant

must ensure compliance with the terms of the Article VII (4) of these General Conditions of Participation, and, in particular, ensure that Participants obtained all the necessary rights, licenses, approvals authorisation and releases to submit the new, mature, improved and/or finalised Idea and grant the rights provided for in the said Article VII (4) of these General Conditions of Participation.

### Evaluation of Ideas

- (3) Following the submission deadline of Campaigns (and optionally an additional community/maturation period) and at intervals predetermined for Channels, ESA will evaluate the Ideas according to the eligibility and evaluation criteria. At this stage, Ideas can no longer be modified by the Participant.
- (4) The CM will
  - a. Assess the eligibility of the Idea (according to pre-established and announced eligibility criteria, e.g. space context, general feasibility, scope);
  - b. Archive non-eligible Ideas and inform the authors via OSIP about the non-eligibility of their Idea;
  - c. Ensure that each eligible Idea is evaluated;
  - d. Route the eligible Ideas to a pre-established Evaluation Panel and informing them about the evaluation criteria.
- (5) Evaluators will
  - a. Assess each eligible Idea assigned to them individually according to pre-established and announced evaluation criteria. For OSIP calls under the Discovery element of the Basic Activities, such criteria will include at least the novelty of the Idea.
- (6) The CM will:
  - a. Extend or close the Idea evaluation phase.
  - b. Inform the Participants of the outcome of the evaluation via OSIP.
  - c. Select the highest ranked Ideas up to a cut-off level.
  - d. Inform the Participants of the selected best ranked Ideas.
- (7) The OSIP Secretary will
  - a. Archive for at least 1 year the non-eligible and non-selected Ideas for the purpose of keeping a record, for referencing, for statistical analysis and for checking overlaps and duplications with other ideas.
- (8) The marking of Ideas evaluated by more than one evaluator will be averaged. To allow for a fast process, evaluators will use the OSIP evaluation system online, not requiring physical meetings nor consensus among them. In case of any significant difference of marking, the CM may guide a discussion with the evaluators to reduce these differences.
- (9) The evaluation will result in a sorted list of Ideas with their titles, descriptions and evaluation selected for the proposal phase. Ideas not retained for the proposal phase will be archived in the system at their original confidentiality level for at least 1 year.

- (10) In case of open Channels, at regular interval, the Channel Manager and OSIP secretary will transfer the best evaluated Ideas together with the evaluators' comments and recommendation on the implementation path to be followed.
- (11) Following the selection of an Idea and the appropriate Implementation Path, Participants are informed via OSIP of the outcome of such process.
- (12) For selected Implementation Paths (e.g. procurement, including co-funded Research or EISI), Participants may be invited to complement their idea, via OSIP, with additional information.
- (13) To enable a fast process, ESA will only provide a concise written feedback on OSIP (no oral debriefing, no feedback by email).
- (14) The Idea submission, maturation, evaluation and selection Phase, making use of the OSIP platform, is concluded at this point.

## **B. Implementation Path**

- (1) One or more steps of the selected Implementation Path may be conducted via OSIP and, in any case:
  - i. the Participant shall be given visibility on the steps to be accomplished via OSIP and the ones to be accomplished out of OSIP;
  - ii. the Participant shall be provided with the necessary templates, instructions and/or guidelines; and
  - iii. when necessary, the Participant shall be directed to another ESA operated platform or system more appropriate for the steps to be conducted out of OSIP;
  - iv. OSIP shall be used only to the extent the compliance with the ESA rules and regulations applicable to the selected Implementation Path is ensured throughout the process.
- (2) For illustration purposes, some Implementation Paths, like “co-funded research” or “EISI” may be implemented via OSIP from the invitation to submit ideas to the submitted proposal evaluation. Contractual matters in case of proposal selection may be dealt outside of the OSIP upon ESA's decision.
  - i. The Participant is, following idea selection, invited to submit a proposal on OSIP in a dedicated Channel.
  - ii. Proposals will be based on selected ideas from the idea phase and require adding further information specific to the implementation path.

- iii. Proposals will be reviewed by an evaluation board appointed as per the applicable ESA rules and regulations.
- iv. A standard contract / agreement applies for all activities. The draft contract / agreement shall be accessible via the relevant proposal Channel or the other sources referred therein by ESA.

### **C. Implementation Paths where the proposal phase is implemented via ESA's standard procurement process phase (for information only)**

- i. Subject to compliance with ESA Procurement Regulations and with Specific Conditions which might be released by ESA in this respect, this section C is only meant to provide general and not binding information on the basic aspects of the individual Implementation Path specific to activities within the Discovery Element of ESA's Basic Activities and other ESA programmes using OSIP for this purpose.
- ii. For all Implementation Paths except those covered under the previous phase, the appropriate Procurement processes will be triggered at this point under the Agency's applicable rules and regulations. Within this framework, Participants may be invited to transform their Idea into a proposal in response to the appropriate solicitation formula (Invitation to submit a full proposal, Request for Proposal, Invitation to Tender, etc.). In most cases, proposal templates, specifically tailored for the selected Implementation Path, will be provided as part of the solicitation package.

### **Preparation of Proposal**

- (1) The Participant may be required to submit a proposal within a predetermined and announced period following the announcement of the Idea selection, and to comply with the requirements linked to the Implementation Path.
- (2) The proposal will include the selected Idea from the Idea phase and additionally information specific to the requirements from the selected Implementation Path.

### **Evaluation of Proposal**

- (1) Proposals will be subject to a full evaluation following the rules and principles laid out in the ESA Procurement Regulations or, as applicable, the legal framework applicable to the other available Implementation Paths such as the one applicable to "EISI" (for as long as they are in force).
- (2) To appropriately cater for the need for innovative activities, ESA reserves the right to carry out the evaluation in two steps.
  - In the first step, proposals are evaluated against a single Evaluation Criterion (weighting factor 100%) focusing on the innovativeness of the proposal.
  - Proposals not reaching a mark of 60 (Good) for innovation are excluded from further evaluation, thus from the second step.
  - Authors whose proposal is excluded at this stage will receive a concise message informing of the exclusion.

- In the second step, the proposals qualifying for further evaluation are evaluated under the remaining evaluation criteria (weighting factors adding up to 100% in case of competitive tendering), ranked according to the total weighted scores (competitive tendering) and recommended for contract award according to the standard procedure.
- Endorsement of the Tender Evaluation Board recommendations as per standard procedure.
- Contract negotiation and award.

### **VIII. Compliance with Laws and Regulations**

- (1) All Participants must observe all local, regional, national, and international laws, orders, directives, ordinances, treaties, rules and regulations which may apply to Participants in connection with all aspects of the participation to Campaigns or Channels. Participants 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 Participants any advice or counsel, legal or otherwise, with regard thereto.

### **IX. 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 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.

### **X. Limitation of ESA liability**

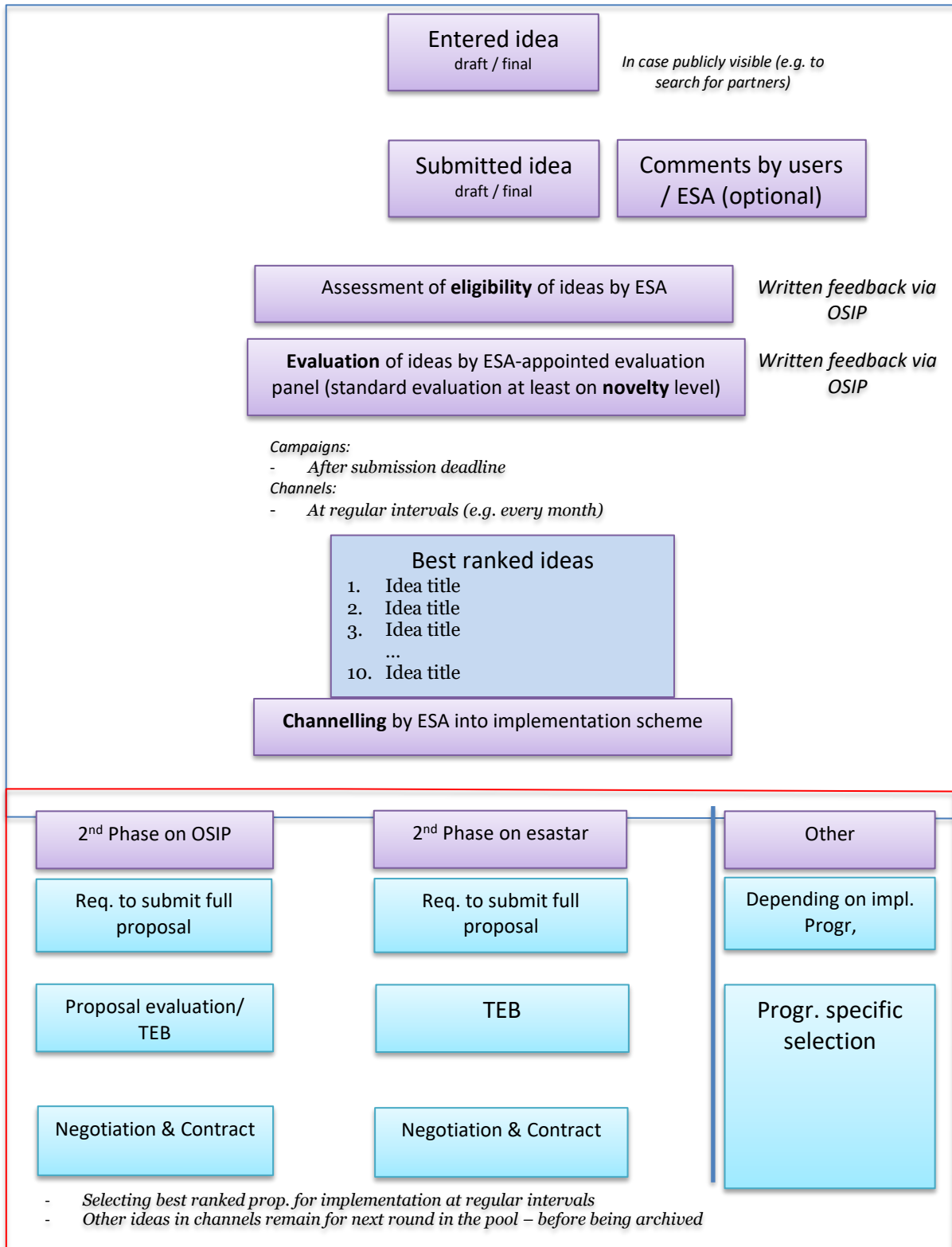
- (1) ESA will be liable towards the Participants only for losses resulting from procedural breaches of the Campaign or Channel, in which case ESA shall be liable only in the event of wilful intent (including fraudulent intent) and gross

negligence on the part of ESA, provided that the claim is formulated by the User within three (3) months of the date when the first loss occurred. Any claims beyond the above shall be excluded.

## **XI. Processing of Personal Data**

- (1) Personal Data is processed according to the ESA Personal Data Protection Framework
  - a. The European Space Agency collects and/or processes personal data concerning various individuals, in particular – but not only – ESA Staff members and personnel engaged by ESA contractors and their subcontractors.
  
- (2) The European Space Agency is subject to a Personal Data Protection framework composed of the following elements:
  - a. The Principles of Personal Data Protection, as adopted by ESA Council Resolution (ESA/C/CCLXVIII/Res.2 (Final)) adopted on 13 June 2017
  - b. The Rules of Procedure for the Data Protection Supervisory Authority, as adopted by ESA Council Resolution (ESA/C/CCLXVIII/Res.2 (Final)) adopted on 13 June 2017  
The Policy on Personal Data Protection adopted by Director General of ESA on 5 February 2018 and effective on 1 March 2018
  
- (3) ESA Framework on Personal Data Protection:
  - o [http://www.esa.int/About\\_Us/Law\\_at\\_ESA/Highlights\\_of\\_ESA\\_rules\\_and\\_regulations](http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations)The processing is notified under a registered DPNR

### Indicative Standard Process



idea process  
Section VII A

proposal process  
Section VII B