



TERMS OF PARTICIPATION IN THE SPACE EXPLORATION MASTERS 2017 OF ANWENDUNGSZENTRUM GMBH OBERPFAFFENHOFEN

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ORGANISER OF SPACE EXPLORATION MASTERS 2017

The Space Exploration Masters 2017 competition is organised by Anwendungszentrum GmbH Oberpfaffenhofen (hereafter referred to as “Organiser” or “AZO”) on its own responsibility and on behalf of the European Space Agency (ESA, hereafter referred to as “Initiator”). The competition is organised within the scope of the ESA Exploration Strategy to secure Europe’s central role in global space exploration, deliver new results in both basic and applied science and offer a compelling vision of global endeavour, enriching society and inspiring the next generations. In addition, the Initiator, as well as the Ministry of the Economy of Luxembourg’s initiative of SpaceResources.lu, the consortia of Stevenson Astrosat Ltd. and the Chamber of Commerce of Huntsville/Madison County, Alabama, as well as Airbus DS and Merck KGaA, respectively, participate as Prize-awarding Partners (hereafter referred to as “Partners”).

SUBJECT MATTER OF THE COMPETITION

With the Space Exploration Masters 2017 competition, the Organiser intends to gather ideas / solutions in two categories for the best “Technology Transfer Success” and for the best idea for “New Business Innovation” dedicated to Space Exploration and benefitting Earth. By awarding Prizes and promoting individual ideas, the Organiser aims at both innovative, viable and sustainable business models, products and services, and the development of systems, subsystems and components, also materials, new or optimised processes. They shall be in alignment with the value chain of payloads, launchers, spacecrafts, off-world missions with destinations Low Earth Orbit (LEO), the Moon, Mars, or even beyond. Cases might make use of data derived in line with space exploration activities, or identify new areas of application for existing space and non-space portfolios via spin-offs of approaches, solutions, and services from space to non-space and spin-ins from non-space to space. The competition is separated into five Prizes in accordance with the Partners (hereafter referred to as “Prizes”).

RIGHT TO PARTICIPATE

With the exception of the ESA Prize for the “New Business Innovation” category (please refer to related terms below) the Space Exploration Masters 2017 addresses enterprises, universities, non-university scientific institutions, startup-teams, consortia, and individuals of legal adult age from across the world (hereafter referred to as “Participants”). The Prizes provided by the Partners therefore are open to a global public and not limited to specific regions or countries. Personnel of Partners and affiliated organisations as well as their relatives may only participate in Prizes of the other Partners.

Affiliate and associated company means “any legal entity which owns or controls, or is owned or controlled by, another legal entity. For a corporation, ownership of the voting stock is the controlling criterion. A legal entity is considered to own or control a second legal entity if –

- (1) The legal entity owns an interest of 50 percent or more in the second legal entity; or
- (2) The legal entity and one or more other legal entities, in which it owns an interest of 50 percent or more, together own an interest of 50 percent or more in the second legal entity; or
- (3) The legal entity owns an interest of 50 percent or more in another legal entity which in turn owns an interest of 50 percent or more in the second legal entity.



The Space Exploration Masters 2017 takes place between June 20th, 2017, and ~~September 8th~~ **September 11th, 2017 (18 September, 2017 for the 'ESA Prize jointly with Space Applications Services)**, and will call for proposals in two categories, and altogether five Prizes.

Hereafter a description of the two categories and five Prizes of the Partners and the respective terms of participation for each is outlined:

BEST “TECHNOLOGY TRANSFER SUCCESS”

ESA SPACE SOLUTIONS PRIZE:

The European Space Agency (ESA) is looking for the best business case related to a successful technology transfer in line with the goals of the Agency's space exploration, led by ESA to non-space applications.

ESA is looking for innovative and disruptive cases with a tangible business performance in matching one or more of the [UN Sustainable Development Goals](#). For further regulations, please see under “Trade Compliance”.

BEST IDEAS FOR “NEW BUSINESS INNOVATION”

ESA PRIZE:

The current European Exploration Envelope Program (E3P) is funded by the following ESA Member States: Austria, Belgium, Czech Republic, Denmark, France, Germany, Greece, Ireland, Italy, The Netherlands, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland, United Kingdom.

Applicants from these Member States are eligible to participate.

SPACERESOURCES.LU PRIZE:

Phase 0 / Phase A Study:

To be eligible for support for a Phase 0 / Phase A Study the Participant/Winner has to agree to the following:

- A Phase 0 / Phase A Study (“Study”) will be carried out under the Luxembourg national space program (“LuxIMPULSE”) that is managed by the European Space Agency (“ESA” or “Agency”).
- The Study will be implemented through an ESA contract.
- For the contract to be awarded, the winner will have to establish and register a Luxembourg-based company that prepares and submits a successful and complete proposal in direct negotiation with ESA, and that runs the study afterwards.
- The maximum value of the contract is 400 k €.
- ESA will provide the winner with a draft contract based on the General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002, rev. 2, 29 June 2015 (hereinafter referred to as “ESA GCC”) amended as follows:
 - The winner will own and have the right to register all Intellectual Property Rights arising from work performed under the contract. In case the winner fails to apply for registration or abandons Registered Intellectual Property Rights or fails to exploit, the Government of Luxembourg or the Agency might require to assign the Intellectual Property Rights arising from work performed under the Contract.
 - All Intellectual Property Rights arising from work performed under the contract will belong to the winner and shall be made available to:
 - the Government of Luxembourg to use on a free, worldwide license with the right to grant sublicenses for its own requirements;
 - the Agency to use on a free, worldwide license for the purpose of the Luxembourg national space program and Agency's own requirements.



- The winner shall not transfer any Intellectual Property Rights arising from work performed under the contract to any entity outside Luxembourg without obtaining the prior written recommendation of the Agency and approval of the Government of Luxembourg.
- The Agency might need to have access to the Background Intellectual Property to properly follow and guide the project activities as well as provide all the help that the winner may need. The access to the Background Intellectual Property will be granted to the Agency only for the purpose of the contract signed between the winner and the Agency.
- These conditions may be tailored to the specific needs of the study proposal.

Reference documents:

ESA GCC http://emits.sso.esa.int/emits-doc/e_support/GCE/ESA-REG-002-rev2.pdf

Crowdfunding Campaign:

- Supporting the selected winner in the technical and content preparation of a crowdfunding campaign and its implementation on the SpaceStarters website up to the point that the crowdfunding campaign is ready to launch, namely:
 - Business case
 - Business- and financial plan
 - Marketing plan for the crowdfunding campaign
 - Video and pictures, communication material
 - Video production
 - Photographer (1 day)
 - Press and social media strategy
 - Campaign profile on www.spacestarters.com
 - Legal, regulatory, compliance
- Investment and pooling agreements between the winner and the crowd investors (FunderNation may not and will not give any legal advice)
- Related regulatory compliance work (FunderNation may not and will not give any legal advice)
- Reporting

The scope of work does not include the execution of the crowdfunding campaign, which will be governed by a separate crowdfunding service agreement between the selected winner and FunderNation. Crowdfunding campaigns depend solely on the willingness of the investors (the “crowd”) to invest – FunderNation thus cannot warrant a certain economic outcome of the crowdfunding campaign.

ASTROSAT & HUNTSVILLE PRIZE:

Submissions of proposals within the Astrosat & Huntsville Prize are not subject to any additional formal exclusion criteria.

AIRBUS DEFENCE AND SPACE & MERCK KGAA, DARMSTADT; GERMANY – SUSTAINABLE EXPLORATION PRIZE:

Submissions of proposals within the Sustainable Exploration Prize are not subject to any additional formal exclusion criteria.

SUBMISSION PERIOD OF THE SPACE EXPLORATION MASTERS 2017



Participants are requested to electronically submit their contributions from June 20th, 2017, until 11:59 am CEST ~~on September 8th~~ on September 11th, 2017 (18 September, 2017 for the 'ESA Prize jointly with Space Applications Services'). For detailed information refer to the procedure described below.

PROCEDURE

The competition will be organised and carried out via a secure online ideas database accessible at www.space-exploration-masters.com. Registration is required at www.space-exploration-masters.com to create a user account, which may then be used to submit successful technology transfer cases and/or new ideas for business innovation to one of any of the offered Prizes. It is possible to enter more than one idea using the same personal account, but Participants may not apply the same or a slightly adopted idea for different Prizes. When creating an account, Participants will be asked to provide contact details, which the Organiser will use to inform them of all matters related to the Space Exploration Masters 2017 as well as any other matters which the Organiser may deem relevant for a Participant of the innovation competition. Once registration has been completed, Participants will receive a confirmation link to log in. Participants will be asked to choose an account password that will allow temporarily saving and processing the content for the idea submission on the server until it has the desired form.

After logging in, Participants must select a Prize for their idea / solution; that Prize's expert team will review their submission. As such, the Prizes available for selection are stated at: www.space-exploration-master.com/Prizes including the respective objectives and Prizes on offer. New Prizes may be added during the competition runtime. Any additional Prize will be announced on the competition website which always reflects the most current status.

After logging in, Participants are requested to answer all of the mandatory questions related to the Prize, they would like to apply for, in an online questionnaire. A different questionnaire must be completed for each Prize.

During the competition, the Organiser may contact the Participants to assist and support them during the application process.

Participants must submit their idea(s) and fill out the mandatory data and fields in the database no later than 11:59 am CEST ~~on September 8th~~ on September 11th, 2017 (18 September, 2017 for the 'ESA Prize jointly with Space Applications Services'). Only those ideas / solutions that contain all the mandatory information will be considered. The idea / solution will then be submitted to the expert panel of the respective Prize. All experts assigned with the evaluation of the submitted ideas must commit to a non-disclosure agreement before the proposals are put forward for evaluation. This non-disclosure agreement will be concluded between Anwendungszentrum GmbH Oberpfaffenhofen and each of the experts.

The evaluation of the ideas is an anonymous process subject to an upfront check of formal requirements. Each idea will receive its own identification number. During the evaluation process, the experts are only able to see this ID. However, the Partners may invite a small number of finalists to deliver a personal pitch. If the Participants are invited to present their idea to the experts personally, their identity will obviously be disclosed. However, at this stage they will already be nominated as a finalist.

By participating, Participants acknowledge that their contact details will be passed on to the respective Partner after the database has been closed and the winners / finalists chosen. This Partner may then contact Participants to determine whether they are interested in moving forward with the ideas submitted.

AWARDING OF PRIZES

The expert juries of the Partners will select one winning idea and two finalists for each Prize. From these pool of winners and finalists, a dedicated expert jury will select the overall winner of the Space Exploration Masters 2017. The selection by the (dedicated) expert juries is at their discretion, and thus not countervailable. The Organiser, the Initiator, and the Partners shall assume no liability whatsoever for the outcome of the selection process.



The winner of the Space Exploration Masters 2017 will be awarded during the award ceremony presumably on November 16th, 2017, in Luxembourg.

CONFIDENTIALITY

Within the Space Exploration Masters 2017 the confidentiality of transmitted ideas / solutions is ensured. The transmitted ideas / solutions and the saved treatment statuses will be protected against any access by unauthorised third parties. The personnel and experts charged with carrying out the competition are committed to treating all matters confidentially.

During the awards ceremony, the awarded ideas / solutions will also be made public along with the Prize winners.

By participating in this competition, each Participant agrees that the Initiator, Organiser, and Partners may use the name, address, comments, likeness, photos (incl. photos taken of the winners at the Space Exploration Masters Awards Ceremony), and a description of the idea, if the Participant accepts any Prize, in publicity or advertising concerning this competition or otherwise in any medium now known or hereafter devised (including the internet or other interactive networks) at any place and time without further compensation or right of review and agrees to waive his / her rights with respect to such publicity and advertising.

Once an idea / solution has been publicly recognised, the Organiser takes no further responsibility regarding the further cooperation of the respective winner with any of the Partners, sponsors or members of the expert panels. This also includes cases in which no cooperation between a winner and the respective Partner or sponsor materialises despite the award.

RIGHTS

The rights the Participants hold pertaining to their idea / solution will remain with the Participants. Whether they realise their ideas by themselves or with a Partner selected by them is left to Participant's discretion. Through participation in the Space Exploration Masters 2017, the Participant will not acquire any rights to the idea. We strongly recommend that Participants discuss the protection of their idea / solution with the respective experts. Participants may protect their idea by applying for a patent, utility model, or another form of protection right.

Prior to the participation in the competition, Participants should notify their employer of their idea if they have developed it in or in connection with the employment. Through the participation in the Space Exploration Masters 2017 and / or the publication of the idea / solution during the awards ceremony, any protection of the idea (if not previously protected by a patent) may be rendered void or otherwise lost. The idea may become common property. We strongly recommend to sufficiently protecting the idea upfront. Despite all our efforts to keep the Participant's idea / information confidential prior to its publication, Participants have to understand and acknowledge that neither the Organiser nor Initiator nor the Partners assume any liability for any damage resulting from the idea / information becoming public.

TRADE COMPLIANCE

It is the participants' individual and sole responsibility to assure that the submission of their ideas, information and solutions is in compliance with national, foreign and international trade and export control laws and regulations. The ideas, the services, products or deliverables as well parts of them may be subject to national, foreign or international trade and export laws and regulations. The parties acknowledge that diversion contrary to such Export Regulations is prohibited.

BEST "TECHNOLOGY TRANSFER SUCCESS"

The Submitting Entity of a successful technology transfer case can be in the role of an Idea Holder, Technology Transfer Representative, or Technology Broker. In cases other than the Idea Holder submitting his or her own case,



the submission counts as a suggestion and therefore cannot and must not be treated as an intellectual property of the Submitting Entity.

In case the Submitting Entity is a Technology Transfer Representative or Technology Broker, he or she confirms that only cases are submitted that the Idea Holder disclosed already and for which no third-party claims exist that stand against the submission.

In case the Submitting Entity is the Idea Holder, he or she ensures and guarantees to the Initiator, Organiser, and Partner that he or she is fully entitled to submit the case to the competition, especially that he or she is in possession of all necessary industrial property, trade mark, and exploitation rights, copyrights and neighbouring rights for the submitted case, and not making use of any content that is protected by copyrights or otherwise, without having acquired necessary rights of use. The Idea Holder confirms that the submission of the case is not in violation of any third-party claims.

BEST IDEAS FOR “NEW BUSINESS INNOVATION”

The Participant ensures and guarantees to the Initiator, Organiser, and Partner that he or she is fully entitled to submit his or her idea to the competition, especially that he or she is in possession of all necessary industrial property, trade mark, and exploitation rights, copyrights and neighbouring rights for the submitted idea, and not making use of any content that is protected by copyrights or otherwise, without having acquired necessary rights of use. The Participant confirms that the submission of the idea is not in violation of any third-party claims.

BEST “TECHNOLOGY TRANSFER SUCCESS” & BEST IDEAS FOR “NEW BUSINESS INNOVATION”

The Participant/Submitting Entity is fully responsible for possible violations of third-party claims. The Initiator, Organiser, and the Partner are not assuming any kind of liability in this respect.

In case of an infringement of third-party rights being claimed, the Participant/Submitting Entity will commit to fully dispense the Initiator, the Organiser, and the Partner from liability, to pay compensation to the Initiator, the Organiser, and the Partner for the costs of legal defence as well as for any additional harm caused to the Initiator, the Organiser, and the Partner by the recourse.

In case that an infringement of said regulations should have occurred, the Participant/Submitting Entity is obliged to immediately and at his or her own charge restore the lacking conformity with national and/or international rights. Additionally, the Participant/Submitting Entity will explicitly dispense the Initiator, the Organiser, and the Partner from any kind of responsibility and liability, claims or legal procedure regarding relationships to third parties, irrespective of the legal basis, and cover all cost incurred by the Initiator, Organiser, and/or Partner.

MISCELLANEOUS

The award decisions will not be subject to dispute in a court of law. Decisions of the experts of the competition are final and binding for all Participants in all aspects of the competition. Participants have no right to a statement of the experts' decisions.

Each winner is responsible for all federal, state, local, provisional and other taxes.

The Organiser reserves the right to modify these terms, including any of the deadlines set forth herein, at any time.

Participation in this competition shall be governed by German law. Place of jurisdiction shall be Munich, Germany.

CONTACT

For information on the competition please visit: www.space-exploration-masters.com

If you have any further questions please inquire at support@space-exploration-masters.com