

General Terms and Conditions for Participation to the ESA-Hubraum IoT Space Challenge

1 INTRODUCTION

- (1) The ESA-Hubraum IoT Space Challenge (hereinafter “**IoT Space Challenge**”) is a prototyping activity initiated and launched by Hubraum – tech incubator of Deutsche Telekom AG (hereafter “**Hubraum**” or “**Telekom**”) – and the European Space Agency (hereafter “**ESA**” or the “**Agency**”).
- (2) This prototyping activity is focusing on Internet-of-Things (IoT) and Earth Observation (EO) innovation opportunities offered by the European EO Programmes and Systems (such as Sentinel Satellites) and Future Connectivity infrastructure (terrestrial and non-terrestrial IoT communication networks), primarily the capabilities of Deutsche Telekom platforms. The goal is to identify new commercially viable IoT use cases utilizing EO data & services, identify new use cases leveraging IoT for EO operations, and explore the capabilities of additional third-party platforms offering space based IoT solutions.
- (3) Participants of the IoT Space Challenge will have an opportunity to participate in structured learning and development process under the guidance of Hubraum and ESA and to access and use EO data and IoT connectivity infrastructure for testing and development purposes. Further, they 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 jointly by Deutsche Telekom AG, whose registered office is at Friedrich-Ebert-Allee 140, 53115 Bonn, Germany, through its tech incubator, Hubraum, and 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 IoT Space Challenge 2023. Hubraum and ESA shall be referred to jointly as the “**Organizers**”.
- (2) Eligible entities willing to take part in the IoT Space Challenge 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 IoT Space Challenge 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 IoT Space Challenge is the following:

- **27 February 2023 to 31 March 2023 – Application phase.** Eligible entities (hereinafter “**Applicants**”) willing to take part in the IoT Space Challenge can submit an application to that effect.
 - **1st April 2023 to 30 May 2023 – Selection Phase.** Following a pre-selection, a number of Applicants will be selected to participate to the Virtual Pitch Sessions of the IoT Space Challenge (hereinafter “**Participants**”).
 - **30 May 2023 to 1st June 2023 – Onboarding meeting** at the Hubraum campus facility. Up to 10 Participants will be selected for up to 3 days of learning and onboarding meeting onsite, working with Telekom and ESA mentors, leading up to the final selection of up to 6 entities (hereinafter “**Winners**”) for sponsored Proof of Concept (hereafter “**PoC**”) from the Prize Pool as described in **Article 7** below.
 - **3 June 2023 to end of September 2023 – Development phase.** The Winners will implement individual PoC projects, sponsored by the Organizers, together with Telekom and ESA experts to test, adapt and improve the meaningfulness, impact and feasibility of their proposals. The Winners may also be invited to the interim review meeting at the ESA premises in Frascati, Italy, to validate the proposals’ development progress and obtain the support of both technical and business experts. As a closing milestone, the Winners will present their solutions in a final pitch during a Demo Day event.
- (2) The Organizers may change any pre-set schedules as necessary, and in such case shall promptly update the Applicants/Participants.

4 APPLICATION AND ACCEPTANCE PROCESS

4.1. Eligibility conditions

- (1) Application for participation to the IoT Space Challenge is open to any entity fulfilling the following cumulative conditions:

Condition 1 – Nationality. Entities applying must be a company incorporated in an ESA Member State, including Canada (as Cooperating State), Slovenia, Latvia, Slovakia and Lithuania (as Associate Member States), of a Member State of the European Union, or EU Candidate Country.¹

¹ 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.

Condition 2 – Experience. Applicants must have demonstrated experience in innovating and building IoT or EO solutions and must have proven track record in IoT solutions development or EO applications development on the level of maturity: TRL 5-9.

Condition 3 – Proper conduct. Applicants must act, at all times, in such a manner that is consistent with, and that does not hinder, the Organizers' reputation and status or the reputation and envisaged positive impact of the IoT Space Challenge.

In particular, and without limitation, the 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.

Condition 4 – Rights, authority and permission. When applying to the IoT Space Challenge, Applicants must have the rights, authority and permissions to participate to the IoT Space Challenge, including with regard to the conditions set forth in **Article 9** and, upon the Organizers' request, shall provide evidence of such rights, authority and permissions.

- (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 IoT Space Challenge, eligible candidates must apply according to the modalities indicated at hubraum.com, by filling in an online application form. As a second part of their application, selected Applicants will be invited to provide more details regarding their technical and business solutions which they previously developed and/or published or to any other relevant information supporting their experience.
- (2) Thematic Areas. During the IoT Space Challenge, Participants will endeavour to develop and implement innovative ideas and viable business cases combining IoT and EO assets addressing one of the following areas:

- (a) Environmental Protection: Supporting efforts to protect the environment, e.g. forest fires early detection;
- (b) Smart Infrastructure: Better insights for maintenance and management, e.g. bridge infrastructure, roads, railways;
- (c) Smart City: Improve lives of citizens, e.g. water, traffic, grey and green infrastructure management;
- (d) Smart Agriculture: predict and manage agricultural processes, e.g. crop yields, precision farming;
- (e) Security and Emergencies: real time event detection from IoT and EO;
- (f) Supply Chains: sustainability of industrial production chains, e.g. deforestation, sustainable sourcing of raw materials etc.

Participants choosing to participate in the IoT Space Challenge can also express interest in testing the capabilities of the space-based IoT assets which will be provided as a separate-horizontal capability for demonstration purposes.

During the application process, Applicants will be required to indicate for which categories they would like to apply and provide evidence of their solutions to be developed further as a PoC.

- (3) General requirements for any documentation submitted by the Applicants. All documentation and information submitted in connection with the application process shall be made available in English. If the same is not delivered in English, the Organizers reserve the right to refuse to accept the application or to ask for the English translation of the same to be provided by the expiration of the deadline for Application.
- (4) Deadline for Application. Applications for participation to the IoT Space Challenge must be received before **31 March 2023 23:59 CEST**. No Application will be admitted after the closure of the application period.

4.3. Participant's selection

- (1) Up to 10 Participants will be selected amongst the Applicants to join the Onboarding Days and up to 6 Participants will be selected for the PoC stage with access to the Prize Pool as described in **Article 7**. This selection will be based on the assessment of the Applicants portfolio, training needs and ability to follow the onboarding and development process.
- (2) Any decision with regard to the selection process shall be binding and final for all Applicants.

5 LOGISTICS AND RELATED COSTS

- (1) The Participation to the IoT Space Challenge is free of charge. All Participants shall confirm their participation in a written form.

- (2) The event will exclusively take place in English, along with all related communications.
- (3) The Participation to the Challenge requires presence at the Virtual Pitching sessions and up to 3 physical meetings which will be 2-3 days long (Onboarding meeting, interim review meeting and Demo Day). The cost of participation to the physical meetings will be covered by the Organizers (this includes transportation, accommodation and alimentation) for up to 2 members per Participant.

6 SELECTION OF THE WINNERS

- (1) On the last day of the Onboarding meeting of the IoT Space Challenge, all Participants will present their solutions to a jury composed, among others, of ESA and Hubraum representatives. On the basis of these final presentations, the jury will select up to 6 Participants as Winners based on the evaluation of their proposed solutions' business potential, technical readiness, and fit to the thematic areas of the IoT Space Challenge. The Winners will receive development support, including the monetary award for PoC realisation from a dedicated Prize Pool.
- (2) The Organizers' decision to select the Winners shall be binding and final for all Participants.

7 AWARDS AND LIMITATIONS

7.1. Prize Pool

Each Winner will be offered the following awards:

- Up to € 10,000 per Winner from ESA for establishing PoC based on demonstrated progress towards the Demo Day;
- Guided coaching and technical support from ESA in areas of EO applications and telecommunication technology;
- Telekom IoT Creators connectivity and network experts support;
- Access to Copernicus Data Space Ecosystem with credits and T-Systems experts support;
- Access to Hubraum campus spaces in Berlin and Krakow for work and prototyping;
- PoCs results presentation at ESA premises;
- Access to further incubation pipeline with ESA and Hubraum through larger scale programmes and facilities, subject to the fulfilment of the legal conditions therefor.

7.2. Limitations

Organizers' support to the Winners shall not involve any exchange of funds, other than those expressly mentioned in **Article 7.1**, nor the loan of any equipment or software, nor will it include the grant of any right in any ESA's Intellectual Property Rights.

8 EXCLUSION AND WITHDRAWAL OF PARTICIPANTS

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

9 INTELLECTUAL PROPERTY

9.1 Definitions

For the purpose of this **Article 9 and Article 10**, the following terms are defined as follows:

"Intellectual Property Rights" (or **"IPR"**) means:

- (i) any and all current and future intellectual property or proprietary rights, whether registered or not, and the right to file for or obtain such rights, including, but not limited to, design rights, copyrights, moral rights and related rights, trademark rights (including logos, slogans, domain names, trade names and service marks), inventions, patents, utility models, supplementary protection certificates, semi-conductor topographies, know-how and trade secrets, computer programs, algorithms and software (including source code), rights of priority and any similar rights,
- (ii) registrations and applications for any of the items mentioned under (i), and
- (iii) any license and other right in any of the items mentioned under (i) and (ii)."

9.2 Background IPR

9.2.1 No ESA Background IPR

- (1) ESA will not 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 IoT Space Challenge.
- (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.

9.2.2 Participant Background IPR

Ownership

- (1) Should a Participant provide the Organizers with an IPR developed, owned, licensed to or otherwise controlled by the Participant until the submission of the application and the supporting documentation by the Participant (including IPR contained in the application and the supporting documentation), or generated by the Participant independently of the participation to the IoT Space Challenge under these General Terms and Conditions (“**Participant Background IPR**”) the Participant shall be and remain the sole and exclusive owner of such IPR.
- (2) In case Telekom is interested in filing or acquiring an application for a registered right (in particular a patent, utility model, or trademark) regarding Participant Background IPR, or wish to acquire an already existing registered right regarding Participant Background IPR, Telekom will make a corresponding offer to the Participant.

Right of use

- (3) The Participant agrees that the Participant Background IPR may be used on a royalty-free basis during the IoT Space Challenge, only for review, assessment, test and evaluation of the Application as well as for the communication in connection with the IoT Space Challenge, by the Organizers and by members of the panel, as needed for performing their respective tasks in relation to the IoT Space Challenge.
- (4) In case any Organizer wants to use a technology described in the application and the supporting documentation after the IoT Space Challenge and needs the Participant’s Background IPR for this purpose, the interested Organizer and the Participant will, in good faith, consult and endeavour to agree, in a separate Agreement, as to the conditions of a license to the relevant Participant’s Background IPR at fair market conditions.

9.3 Foreground IPR

Ownership

- (1) Any Intellectual Property Rights that is created after the submission of the application and the supporting documentation by the Participant ("**Foreground IPR**") shall be owned as follows:
 - a. any Foreground IPR developed by the Participant alone shall be exclusively owned by the Participant;
 - b. while it is not the intention of ESA and Telekom to develop any Foreground IPR jointly with the Participant, in case this still occurs, any jointly developed Foreground IPR shall give rise to a separate agreement between the corresponding Parties as to:
 - i. the responsibilities, costs and actions to be taken to establish and maintain Intellectual Property Rights; and
 - ii. any other matter related to the exploitation of such a joint Foreground IPR, including in relation to publication thereof.

In any case, the Parties shall refrain from any act (e.g. granting exclusive rights of use to a third party, claiming sole ownership etc.) which conflicts with the terms of this Article or which could endanger or impact the protection by an Intellectual Property Right.

- (2) In case one of the Organizers is interested in filing or acquiring an application for a registered right (in particular a patent, utility model, or trademark) regarding Foreground IPR which are solely owned by the Participant ("**Participant Foreground IPR**"), or wishes to acquire an already existing registered right regarding Participant Foreground IPR or the Participant's share in an already existing registered right regarding Foreground IPR, the corresponding Organizer will make a corresponding offer to the Participant.

Right of use

- (3) The Participant agrees that the Participant Foreground IPR may be used on a royalty-free basis during the IoT Space Challenge, only for review, assessment, test and evaluation of the Application as well as for the communication in connection with the IoT Space Challenge, by the Organizers and by members of the panel, as needed for performing their respective tasks in relation to the IoT Space Challenge.
- (4) In case any of Organizer wants to use a technology described in the application and the supporting documentation after the IoT Space Challenge and needs the Participant Foreground IPR for this purpose, the interested Organizer and the Participant will, in good faith, consult and endeavour to agree, in a separate Agreement, as to the conditions of a license to the relevant Participant Foreground IPR at fair market conditions.

10 INFRINGEMENT OF THIRD-PARTY RIGHTS

- (1) Participants warrant and undertake to participate in the IoT Space Challenge without infringing any rights, including Intellectual Property Rights, of third parties. In particular, the Participants represent and warrant that they are not aware of any third-party Intellectual Property Rights which are affected by their proposal other than those indicated in the application form submitted before the submission deadline mentioned above.
- (2) If any Participant infringes any rights of third parties during the IoT Space Challenge, or in the performance of its obligations under these General Terms and Conditions, the Participant shall at all times indemnify, defend and hold the Organizers harmless from and against all claims, proceedings, damages, costs and expenses arising from the infringement of those third-parties rights.

11 PERSONAL DATA

- (1) By applying to the IoT Space Challenge, Applicants hereby agree that:
 - a) The Organizers may collect the following personal data concerning participating individuals: name, surname, email address, telephone number, nationality, country of residence, and copy of identification document.

In the event of filming during the course of the IoT Space Challenge, separate consent from the participating individuals will be sought by the Organizers before collection and use of the footage.

- b) The personal data mentioned above in a) may be:
 - (i) processed by, or on behalf of, the Organizers for the purpose of organising the IoT Space Challenge 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 the Organizers 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 participating individuals; and
 - (ii) mention the solutions developed by the Participants during the IoT Space Challenge 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 this Article 11.
- (2) To the extent that the Organizers process personal data in the performance of the ESA IoT Space Challenge 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) Telekom shall comply with the personal data protection laws and regulations applicable to it in the European Union, including with the General Data Protection Regulations. All personally identifiable information collected is subject to, and will also be used in accordance with, the DTAG Privacy Notice,² including for administering IoT Space Challenge.
- (3) Any question or request of a Participant in relation to his/her personal data shall be addressed to dpo@esa.int.

12 COMMUNICATION AND EXCHANGE OF INFORMATION

Participants undertake not to publicly share or communicate information obtained in the course of the IoT Space Challenge which pertains to other Participants' solutions, or any information of proprietary nature clearly and conspicuously marked as "Proprietary Information", without the prior authorisation from the concerned Participant.

13 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 IoT Space Challenge, keeping such ESA Logotype separate and distinct from any other logo or name, and only for the duration of the IoT Space Challenge.

² <https://www.dtadvisorygroup.com/privacy.html>

- (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/.
- (3) 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.
- (4) Any other use of the ESA Logotype by the Participant is forbidden. Any unauthorized use of ESA Logotype may constitute infringement of Intellectual Property Rights of ESA and may lead to prosecution, in addition to ESA's right to exclude the concerned Participant from the IoT Space Challenge and without prejudice to other remedies which ESA may have under these Conditions or the law.

14 LIABILITY

- (1) In no case shall the Organizers be liable for any failure, total or partial, to fulfil their role, nor for any delays or errors in fulfilling their role, including the following:
 - a) the Organizers shall not be liable for not selecting, or failing to select, an Applicant to participate to the IoT Space Challenge;
 - b) the Organizers shall not be liable for any malfunctioning or non-performance of the Participants' solutions following the support provided to it as part of the IoT Space Challenge development process, unless where any of the foregoing have been caused by gross negligence or wilful misconduct on the part of Organizers.
- (2) ESA does not provide any warranties with respect to the use of the ESA Logotype.
- (3) The Organizers shall not be liable for the use of any of the awards by the Winners as expressly mentioned in **Article 7.1**.

15 POINTS OF CONTACT

For any questions related to the IoT Space Challenge, please contact:

Attn: **Anna Burzykowska**

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16 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 IoT Space Challenge and shall remain in force for a period of five (5) years afterwards.

17 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) The Organisers 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, any dispute between the parties shall be settled by arbitration according to the Rules of Arbitration of the International Chamber of Commerce. The arbitral tribunal shall consist of one arbitrator, and shall be seated in Paris, France. The language of the arbitration shall be English.

18 MISCELLANEOUS

- (1) ESA, Telekom 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 the Organizers at any time and shall be applicable to the Applicant/Participant upon notification of change.