

GENERAL Rules of Contest for Prizes

(Effective as of 12 December 2018)

ARTICLE 1 – SCOPE OF APPLICATION, DEFINITIONS

1.1. These General Rules of Contest for Prizes are applicable to Prizes awarded by GSA pursuant to Articles 206, 207 Regulation No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the European Union.

1.2. Unless the context indicates otherwise, the terms and expressions set forth hereunder, if capitalised, shall have the following meaning for the award of the Prize and in these General Rules of Contest:

“Award Order” means a GSA’s Award Order.

“Applicant” means a natural person or an entity with or without legal personality who has submitted an application in a Contest for Prizes or for whom a third party has submitted an application. Where the Applicant consists of two or more or a group or consortium of entities/natural persons, the Applicant means all of such entities/natural persons.

“Application Document” means an application in a Contest for Prizes.

“Basic Act” means a legal act, other than a recommendation or an opinion, applicable to GSA which provides a legal basis for a Contest for Prize.

“Contest for Prizes” or **“Prize Contest”** or **“Contest”** means the proceeding governed by the Rules of Contest for the award of Prizes to Applicants in case of Inducement Prizes or Candidates in case of Recognition Prizes.

“Financial Regulation” means Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the European Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (hereinafter referred to as “FR”).

“General Rules of Contest” means these General Rules of Contest for Prizes.

“GSA” means the European Global Navigation Satellite Systems Agency (European GNSS Agency), having its office at Prague.

“Inducement Prize” means a type of Prize used to spur investment in a given direction by specifying a target prior to the performance of the work.

“Prize” means the financial contribution given as a reward following the contest.

“Terms of Reference” means any set of rules and guidance either in writing or otherwise communicated established by GSA to govern a certain Prize Contest. The Terms of Reference may complement, modify or reiterate the General Rules of Contest. In case of a contradiction between the General Rules of Contests and the Terms of Reference the Terms of Reference shall prevail.

“Rules of Contest” means the Rules of Contest accepted by the Applicant through the entry into the Contest or in case of third party candidates by accepting the Prize and/or Prizes (including these General Rules of Contests, the Terms of Reference and any further documents and/or communications by GSA regarding the rules of contests, the award and the publication of the Prize).

“Recognition Prize” means a type of Prize used to recognise an outstanding work after it has been performed.

“Sponsor” any third party sponsoring a Contest for Prizes.

“Winner” or **“Recipient”** means any person or entity receiving a Prize.

ARTICLE 2 – ELIGIBILITY CRITERIA

2.1. Eligible for participation in a Contest for Prize are

- (a) legal persons,
- (b) natural persons,
- (c) entities which do not have legal personality under the applicable national law, provided that their representatives have the capacity to undertake legal obligations on their behalf unless stipulated otherwise in the Terms of Reference.

2.2. Applicants must have their residence or registered office within the European Union unless stipulated otherwise in the Terms of Reference.

2.3. The Terms of Reference may specify any supporting documents that the Applicants are required to produce in order to prove their eligibility. For Prizes of EUR 60 000 (sixty thousand Euro) or less, a declaration of honour is deemed sufficient. The supporting documents, if required, will normally relate to the legal form of the entity or the place or residence, e.g.:

- (a) available, a copy of the certificate of official registration or other official document attesting the establishment of the entity;
- (b) a copy of the articles of association/founding act/statutes or equivalent;
- (c) if available, a copy of a document confirming the Applicant's tax or VAT number;
- (d) a copy of a personal ID document (ID card, passport) to confirm the place of residence and age.

ARTICLE 3 – ACKNOWLEDEMENT OF RULES OF CONTEST, REGISTRATION OF APPLICANTS AND SUBMISSION OF APPLICATIONS

3.1. Applicants shall only participate in the Prize Contest if they agree to the Rules of Contests.

3.2. Applicants shall only be awarded the Prize if they submitted

- (a) a declaration of acceptance of and abidance by the Rules of Contest,
- (b) a declaration of acceptance with regard to the outcome of the Prize Contest.

3.3. GSA may register Applications for the purpose of identifying the Applicants and recording the declarations referred to 3.2. The Terms of Reference shall set forth the period to register for the Prize Contest or the deadline for submission of entries in case of Recognition Prizes.

3.4. The Terms of Reference shall set forth the form of the application and the documents required from Applicants.

3.5. Registrations and submissions shall be made in writing by letter or by electronic means as requested.

ARTICLE 4 – EXCLUSION CRITERIA

4.1. The authorising officer responsible shall exclude Applicants

- (a) who are under 18 years of age by the date of registration to the Contest for Prizes unless stipulated otherwise in the Terms of Reference. In case the Applicant consists of a group of natural persons the authorizing officer shall if possible only exclude individual participants who are under 18 years of age;
- (b) for whom the entry is prohibited or restricted by law;
- (c) who are employees of GSA or Sponsor or immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren) of employees of GSA or Sponsor or employees or family members of any of their respective affiliates or advertising or promotion agencies, if so provided in the Terms of Reference.

4.2. The authorising officer responsible shall exclude Applicants who are in one or more of the situations referred to in Article 136 of the Financial Regulation from participating in the Prize Contest. Applicants shall submit a declaration on honour that they are not in any of the situation of exclusion by using the template attached in Annex 1 to those General Rules of Contest.

4.3. Articles 137 to 143 of the Financial Regulation shall apply accordingly.

ARTICLE 5 – GROUNDS OF REJECTION

5.1. The authorising officer responsible shall reject from a Prize Contest an Applicant who:

- (a) is in an exclusion situation established in accordance with Article 4;
- (b) has misrepresented the information required as a condition for participating in the Prize Contest or has failed to supply that information;
- (c) was previously involved in the preparation of documents used in the Prize Contest where this entails a breach of the principle of equality of treatment, including distortion of Contest, that cannot be remedied otherwise.

5.2. The authorising officer responsible shall communicate to the other Applicants, if appropriate, the relevant information exchanged in the context of or resulting from the involvement of the participant in the preparation of the Prize Contest as referred to in point (c) of 5.1. Prior to any such rejection the Applicant shall be given the opportunity to prove that its involvement in preparing the award procedure does not breach the principle of equality of treatment.

5.3. Article 133(1) Financial Regulation shall apply unless the rejection has been justified in accordance with point (a) of 5.1 by a decision concerning exclusion taken with regard to the participant, following an examination of its observations.

ARTICLE 6 – CONFLICT OF INTERESTS

6.1. The Applicant must take all measures to prevent any situation where the impartial

and objective award of the Prize is compromised for reasons involving economic interests, political or national affinity, family or emotional ties or any other shared interests.

6.2. Applicant must inform GSA without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

6.3. GSA may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

ARTICLE 7 – ACCEPTANCE OF OBLIGATIONS BY WINNERS

7.1. The Applicants accept that, if they are awarded a Prize, the GSA, OLAF and the Court of Auditors may carry out checks and audits in relation to the contest and the received Prize in accordance with Article 129 of the Financial Regulation.

7.2. The Applicant accepts that all prizes awarded in the course of a financial year shall be published in accordance with Article 38(1) to (4) Financial Regulation.

7.3. The Applicants accept that, if they are awarded the Prize, they shall comply with the publicity obligations set forth in Terms of Reference. If the Terms of Reference do not contain any such obligation, the Winner is obliged to cooperate in a reasonable way with GSA for publicity purposes in order to promote European GNSS programmes and GSA initiatives. Particularly, GSA shall be permitted to publish

- (a) the name of the winner,
- (b) its locality,
- (c) the amount of the Prize and its nature and purpose.

Applicants may request GSA to waive such publication if disclosure risks threatening their security and safety or harm their commercial interest.

ARTICLE 8 – AWARD CRITERIA

GSA shall specify the award criteria for a Prize Contest in the Terms of Reference.

ARTICLE 9 – PRIZES, AWARD OF PRIZES

9.1. GSA shall specify the Prize or the Prizes in the Terms of References. Prizes are either fixed amounts, expressed in EUR or other type of sponsorship or support (e.g payment of travel expenses).

9.2. Unless otherwise stipulated in the Terms of Reference, the authorising officer shall

- (a) award the Prize following an evaluation by the evaluation committee.
- (b) inform Applicants and upon discretion third parties who submitted an application as soon as possible of the outcome of the evaluation of the application and in any case within 15 calendar days after the award decision has been taken by the authorising officer,
- (c) shall notify the decision to award the prize to the winning applicant.

ARTICLE 10 – INTELLECTUAL PROPERTY, PUBLICATION

10.1. Unless otherwise stated in the Terms of Reference of a specific Contest, the following provisions shall apply.

10.2. GSA hereby grants to Winner a limited, non-exclusive, free-of-charge license to use GSA's name, acronym and logo solely in order to promote the win of the Prize Contest.

10.3. Winner hereby grants to GSA, the European Union and any of its bodies and agencies a limited, non-exclusive, irrevocable, free-of-charge license to use certain of Winner's intellectual property, including Winner's name, acronym and logo, in connection with the Prize Contest and in view to promote and create awareness of the Prize results.

10.4. Unless the GSA requests or agrees otherwise or unless it is impossible, any communication activity of the Winner related to the Prize Contests must display

(a) the following text: *"has been awarded the [name of the Prize] of the European [name of the programme] Programme"*.

10.5. Winner receives the right to name himself as the Winner of this Prize Contest and may use this designation in the context of market communication, e.g. on business papers, advertisements, press releases, television and radio commercials, as well as in customer communications, subject to art. 10.4 being fulfilled

10.6. When displayed with another logo, the GSA logo must have an appropriate prominence.

10.7. Applicants may not appropriate the GSA logo or any similar trademark either by registration or by any other means. Winner shall not use GSA logo or registered trademark for purposes other than those under article 10.2, nor create the impression to be otherwise endorsed by GSA and/or the European Union or part of GSA's and/or European Union's activities.

ARTICLE 11– PROVISIONS CONCERNING PAYMENTS

11.1. Payments shall be executed in EUR unless otherwise stipulated in the Terms of Reference. If the Prize is paid in a different currency than EUR, conversion between EUR and another currency shall be made according to the daily EUR exchange rate published in the Official Journal of the European Union or failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by GSA.

11.2. Payments shall be deemed to have been made on the date on which GSA's account is debited.

11.3. The costs of the bank transfer shall be borne in the following way:

- (a) costs of dispatch charged by GSA's bank shall be borne by GSA;
- (b) costs of receipt charged by the Applicant's bank shall be borne by the Applicant; and
- (c) costs for a repeated transfer caused by one of the parties shall be borne by the party which has caused the repeated transfer.

11.4. Within the period stipulated in the Terms of Reference or, if no such period is stipulated in the Terms of Reference and payment is not executed upon award of the Prize, within the period of thirty (30) days commencing upon award of the Prize, GSA is supposed to execute the Payment. If the payment is executed in more than one instalments the period above refers to the first instalment. Further instalments shall be executed on a monthly basis. If the GSA does not pay within the time limits, Winner is entitled to late-payment interest as defined in Article 116(5) of the Financial Regulation.

11.5. Where, after the award of the Prize, the award procedure proves to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Winner, GSA may refuse to make payments or may recover amounts already paid in proportion to the seriousness of the errors.

ARTICLE 12 – RECOVERY

12.1. If total payments made by GSA exceed the amount of the Prize or if recovery is justified in accordance with the Rules of Contest, the Winner shall reimburse the appropriate amount in EUR, in the manner and within the time limits set by GSA. Interest may be recovered based on the statutory rate.

12.2. GSA may, after informing Winner, recover amounts established as certain, of a fixed amount and due by offsetting against any amount the Winner has on GSA that is certain, of a fixed amount and due.

ARTICLE 13 – WITHDRAWAL OF THE PRIZE, RECOVERY OF PAMENTS

GSA may withdraw the Prize after its award and recover all payments made, if it finds out that

- (a) false information, fraud or corruption was used to obtain it;
- (b) a Winner was not eligible or should have been excluded;
- (c) a Winner is in serious breach of his obligations under these Rules of Conduct.

ARTICLE 14 – ASSIGNMENT OF PRIZES, SUBSTITUTION OF PRIZES

14.1. Winner shall not assign the Prize or its part or the rights and obligations arising from the Prize, in whole or in part, without prior written authorisation from GSA.

14.2. In the absence of such authorisation, or in the event of failure to observe the terms thereof, assignment by Winner shall not be enforceable against and shall have no effect on GSA.

ARTICLE 15 – CANCELLATION OF PRIZE CONTEST

GSA shall upon its discretion and taking into consideration the principle of proportionality cancel the Prize Contest particularly if the objectives of the Prize Contest cannot be fulfilled anymore, or the award procedure proves to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Winner, or through any form of interference by third parties or for any reason beyond the control of GSA the Prize Contest cannot be carried out as intended. Cancellation of the Prize Contest in the above mentioned circumstances shall not entitle the Applicant to any right of compensation.

ARTICLE 16 - DATA PROTECTION

16.1. Any personal data related to the Prize Contest, including its execution shall be processed by GSA, as a data controller, pursuant to Regulation (EU) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data.

16.2. Processing of the personal data is necessary for the performance of the Prize Contest and, therefore it shall be processed solely for the purposes of the performance, management and follow up of the Prize Contest by the Executive Director of GSA without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the European Union.

16.3. The personal data shall be processed for the duration of the Prize Contest and for a

necessary period after the Prize Contest. The Applicant shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Applicant have any queries concerning the processing of his personal data, he shall address them to the Executive Director of GSA. The Applicant shall have right of recourse at any time to the European Data Protection Supervisor.

16.4. The Applicant must process personal data in compliance with applicable EU Law and national law on data protection.

ARTICLE 17 – ETHICS

The activities must be carried out in compliance with ethical principles, including the highest standards of research integrity (as set out in the European Code of Conduct for Research Integrity) and applicable international, EU Law and national law.

ARTICLE 18 – SECURITY

Activities related to the Prize Contest must be carried out in compliance with Commission Decision 2015/444, i.e. security-sensitive information must be EU-classified and if its unauthorised disclosure could adversely impact the interests of the European Union or of one or more member state(s). Applications that are to security-sensitive cannot be awarded a Prize.

ARTICLE 19 – LIABILITY

The GSA shall not be held liable for any damage caused or sustained by any of the Applicants, including any damage caused to third parties as a consequence of or during the implementation of the activities related to the contest.

ARTICLE 20 - APPLICABLE LAW AND JURISDICTION

The Prize Contest is governed by the applicable EU Law complemented, where necessary, by the law of Belgium. The General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the European Union and any participant concerning the interpretation, application or validity of the rules of this contest, if such dispute cannot be settled amicably.

ARTICLE 21 - SEVERABILITY

If any of the provisions hereof is or becomes ineffective or invalid the remaining provisions hereof shall not be affected thereby. The ineffective provisions shall be replaced by other effective provisions that shall be identical to the commercial purpose of the original provisions or as close thereto as possible.

ARTICLE 22 - LANGUAGE, COMMUNICATION

The language of these General Rules of Contest is English. Any communication in relation to these rules shall be in English. Unless otherwise stipulated in these General Rules of Contest, any communication shall be made by registered letter with acknowledgment of receipt or equivalent; communication through an electronic exchange system that complies with requirements provided for in Article 148 (2) Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the European Union.

