

# myEUspace competition 2021

## Terms of Reference

### 1 THE BACKGROUND

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Space technology, data and services have become indispensable in the daily lives of Europeans and play an essential role in many application areas.

Galileo, Europe's Global Navigation Satellite System (GNSS), delivers operational services 24/7 to more than 2 billion users around the world. Many sectors of the European economy rely on Galileo precise localisation.

Copernicus, the European Earth Observation Programme, offers information services that draw from satellite Earth Observation and in-situ data. This information helps to better understand how and in what way our planet may be changing, and how this might influence our daily lives. Copernicus also boosts commercial applications in many different sectors by providing full and open access to Earth observation data and added value information.

In this context, the European Union Agency for the Space Programme (EUSPA), is organising the myEUspace competition aiming at encouraging EU entrepreneurship and business creation by promoting the development of innovative solutions, products or services based on Galileo, Copernicus and their synergies as well as synergies with other technologies.

### 2 THE CONTEST

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#### THE CHALLENGES

The objective of the competition is to support the development of innovative commercial solutions - such as mobile apps or hardware-based solutions for example wearables, asset management and tracking solutions, robotics etc. - that are leveraging EU Space programmes Galileo and/or Copernicus. Galileo provides improved navigation, positioning and timing information whereas Copernicus delivers near-real-time earth observation data on a global level to help us better understand our planet and sustainably manage the environment we live in.

The proposed solution should address one of the following innovation areas:

- **Move Me Smart:** Smart mobility solutions across all the transportation modes that enable the improvement of efficiency and sustainability while also increase safety.
- **Space My Life:** Consumer solutions such as mobile applications and any other solutions using space data for health, gaming, sports, leisure, tourism and everyday life.
- **Our Green Planet:** Innovative solutions addressing environmental challenges, sustainable life, consumption and production.

- **Map My World:** Innovative surveying solutions to shape the future of geomatics, rural planning and smart cities by design.
- **Farming By Satellite:** Technological solutions that manage the variability of agricultural production, improve crop yield, reduce environmental impact and optimize the food chain.
- **Dive in Quantum<sup>1</sup>:** Innovative solutions applying quantum technologies (computing, sensing, simulation, encryption etc.) enhancing space downstream applications.

The competition will be organised in two tracks:

#### **Track 1: From Idea to Prototype/Customer validation**

Teams will submit their theoretical idea (phase I) and the prototype/beta version of their product on the basis of such idea (phase II), articulating their value proposition and explore Problem-Solution Fit based on a validation test in a relevant environment. Projects expected to reach at least TRL 4<sup>1</sup>.

**Applications addressing the “Dive in Quantum” innovation area shall be submitted only in Track 1.**

#### **Track 2: From Prototype to Product/Market entry**

Teams will submit their prototype/beta version (phase I) and the final product ready for commercialization (phase II) developing a value proposition to meet the needs of potential users. Projects expected to reach at least TRL 9<sup>2</sup>.

**Important note:** Each team can apply to one track only for the same idea.

The two Tracks will be executed in parallel and independently. The choice of track should follow the maturity stage of the solution at the time of the proposal's submission.

### **ELIGIBILITY CRITERIA**

Participation in the contest is open to teams, composed by economic operators (including legal entities and natural persons). Participation in this prize contest is open on equal terms to teams composed by economic operators established in the territory of the Member States of the European Union and Switzerland and Norway.

Economic operators referred to above are considered established in the EU / Switzerland / Norway when they are formed in accordance with the law of an EU Member State / Switzerland / Norway, and have their central administration / registered office / principal place of business in an EU Member State / Switzerland / Norway or they are nationals of one of the EU Member States / Switzerland / Norway (if natural persons). Natural person applicants must be at least of 18 years of age by the date of application submission.

Each team must appoint a team coordinator to serve as the central contact point and represent the team towards EUSPA.

### **EXCLUSION CRITERIA**

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<sup>1</sup> Applications addressing the “Dive in Quantum” innovation area shall be submitted only in Track 1.

<sup>2</sup> [Technology Readiness Level](#)

The contest is not open to

- a) applicants being, at the moment of submission of their application and during the entire period of the prize contest including the prize award, in a situation of exclusion (as per the Declaration of Honour);
- b) employees of EUSPA, EUSPA contractors and their employees providing services to the EUSPA, employees of European Commission ("EC") and European Space Agency ("ESA"), EC and ESA contractors and their employees working in the EGNSS and Copernicus space sector and/or immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren) of the EUSPA, EC and ESA;
- c) beneficiaries of other European Union funding for the same action.

## CONTEST PROCESS

### First step – Submissions' phase

Following the launch of the contest, each team shall submit until the date specified in the section 3 below a proposal including:

- **For Track 1: From Idea to Prototype/Customer validation**
  - Application Form with the description of the idea (see Annex I.1 available [here](#));
  - 2-minute video explaining the idea and the team<sup>2</sup>;
  - Declaration of Honour on exclusion (see Annex II available [here](#));
  - Legal Entity Form (available [here](#)) with a copy of an identity document (national ID card or passport) of the natural persons participating to the team and, for the legal entity an extract of the national company registry. **The photographs, as well as any other personal data (except for the name, date of birth and nationality) included in such ID documents must be concealed by each applicant so that they are not at all visible in the submitted copy. If, despite the aforementioned, such non-mandatory personal data are visible, it is implied that the applicant has given its consent to their processing;**
  - Financial Identification Form (available [here](#)) including all the supporting documents defined at the bottom of the Financial Identification Form.
- **For Track 2: From Prototype to Product/ Market entry**
  - Application Form with the description of the idea (see Annex I.2 available [here](#));
  - 2-minute<sup>3</sup> video explaining the idea and the team;
  - Preliminary business plan including key activities, partnerships, target customer segments, distribution channels, value proposition, finances (cost structure, revenue streams). Applicants may use a Business Model Canvas/Lean Canvas or any other business plan template/structure which doesn't exceed 10 pages<sup>4</sup>;

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<sup>2</sup> In case the video exceeds the 2-minute duration, the evaluation committee will only take into consideration the information included in the first 2 minutes of the video.

<sup>3</sup> In case the video exceeds the 2-minute duration, the evaluation committee will only take into consideration the information included in the first 2 minutes of the video.

<sup>4</sup> In case the document exceeds 10 pages, the evaluation committee will only take into consideration the information included in the first 10 pages of the document.

- Declaration of ownership of the proposed hardware prototype or beta version of the application (see Annex III available [here](#));
- Declaration of Honour on exclusion (see Annex II available [here](#));
- Legal Entity Form (available [here](#)) with a copy of an identity document (national ID card or passport) of the natural persons participating to the team and, for the legal entity an extract of the national company registry of the legal entity. **The photographs, as well as any other personal data (except for the name, date of birth and nationality) included in such ID documents must be concealed by each applicant so that they are not at all visible in the submitted copy. If, despite the aforementioned, such non-mandatory personal data are visible, it is implied that the applicant has given its consent to their processing;**
- Financial Identification Form (available [here](#)) including all the supporting documents defined at the bottom of the Financial Identification Form.

Each document indicated above shall be submitted as follows:

	Legal Entity Form (LEF)	Application Form	Declaration of Honour (DoH)	Declaration of ownership (for Track2)
<b>Documents to be submitted by:</b>	One per economic operator participating in the contest..	One per team.	One per economic operator participating in the contest.	One per team.

Submissions must be made through the official contest site [Link](#). The proposals will be evaluated by the EUSPA evaluation board composed by EUSPA experts of the main innovation areas according to the award criteria defined below.

The fulfilment of the eligibility and exclusion criteria will be assessed only for the applicants proposed to proceed to the next phase after the evaluation of their applications according to the award criteria defined below.

For Track 1, the evaluation board will shortlist a maximum of thirty-five (35) teams based on the award criteria set below, which will present on-line their solution to the evaluation board. The evaluation board will re-evaluate, on the basis of the award criteria set below, the solutions during the presentation and will choose a maximum of twenty-three (23) teams to proceed to the second step: the development phase. The evaluation will be done on the basis of the award criteria set below.

For Track 2, the evaluation board will shortlist a maximum of thirty (30) teams based on the award criteria set below, which will present on-line their solution to the evaluation board. The evaluation board will re-evaluate, on the basis of the award criteria set below, the solutions during the presentation and choose a maximum of twenty (20) teams to proceed to the second step: the development phase.

The applicants will be notified by the EUSPA on the results of evaluations. The result will be announced on the official contest site. The awarded teams will receive a monetary prize (see section 'Prizes' below) and progress to the second step (development phase).

## **Second step - Development phase**

### **• For Track 1: From Idea to Prototype/ Customer validation**

During this step, the teams awarded in Phase I will be engaged in the development of a beta version/prototype of the proposed solution and develop a business plan. By the end of this phase the team will be asked to present the result of a customer validation.

At the end of the development phase the teams will be required to deliver the Submission Package consisted of:

- A 3-minute<sup>5</sup> demonstration video presenting all the different technical components and features of the solution through an in-field demonstration. The presentation should also include the progress achieved compared to the defined objectives;
- A technical report/user manual with the product specifications and instructions how to use the solution (*maximum 5 pages*)<sup>6</sup>;
- In case of mobile application, a link to a beta version of the mobile application. In case of other solutions, a link to the solution website;
- A business plan including key activities, partnerships, distribution channels, value proposition, finances (cost structure, revenue streams). The teams may use a Business Model Canvas/Lean Canvas or any other business plan template/structure which doesn't exceed 10 pages<sup>7</sup>. The business plan should include the results of the interactions with potential customers.

Submissions must be made through the official contest site [Link](#). The proposals will be evaluated by the EUSPA evaluation board composed by EUSPA experts of the main innovation areas according to the award criteria defined below.

After the delivery of the Submission Package, the teams will be required to prepare a pitch of their solution for the purpose of demonstrating live during the Contest Finals their solutions. The pitch will not be evaluated.

### **• For Track 2: From Prototype to Product/ Market entry**

During this step, the selected teams will be engaged in the development of a final version of a fully functional solution and its market launch. By the end of this phase the team will be asked to present the final version of a fully functional solution ready to be commercialised and a proof of purchase or intent of purchase from at least one customer.

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<sup>5</sup> In case the video exceeds the 3-minute duration, the evaluation committee will only take into consideration the information included in the first 3 minutes of the video.

<sup>6</sup> In case the document exceeds 5 pages, the evaluation committee will only take into consideration the information included in the first 5 pages of the document.

<sup>7</sup> In case the document exceeds 10 pages, the evaluation committee will only take into consideration the information included in the first 10 pages of the document.

At the end of the development phase the teams will be required to deliver the Submission Package consisted of:

- A 3-minute<sup>8</sup> demonstration video presenting all the different technical components and features of the fully functional solution through an in-field demonstration. The presentation should also include the progress achieved compared to the defined objectives;
- A technical report with the testing results and product specifications along with a user manual with instructions on how to use the solution (*maximum 5 pages*<sup>9</sup>);
- In case of mobile application, a link to Google Play and/or Apple store platforms. In case other solutions, a link to the solution website; In case of mobile application, proof of number of downloads or log-ins to the app. In case of other solutions, proof of purchase or proof of intent of purchase from at least one customer.

Submissions must be made through the official contest site [Link](#). The proposals will be evaluated by the EUSPA evaluation board composed by EUSPA experts of the main innovation areas according to the award criteria defined below.

After the delivery of the Submission Package, the teams will be required to prepare a pitch of their solution for a live demonstration during the Contest Finals. The pitch will not be evaluated.

**The Contest Finals:** The award of the final contest prizes will take place during the awards ceremony to be organized in Prague<sup>10</sup>, where each team will pitch its solution to the EUSPA evaluation board and invited guests (if possible). During the Contest Finals a winner will be announced for each innovation area and each track based on the award criteria listed below.

## PRIZES

At the end of first and third step awarded teams will receive the following prizes:

### First step: Submission

#### Track 1:

The 23 best ideas, 4 per application area (with the exception of Dive in Quantum area in which up to 3 ideas will be selected), will receive a prize in amount of **€ 10,000** (ten thousand Euro) **each** to launch their prototype development.

#### Track 2:

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<sup>8</sup> In case the video exceeds the 3-minute duration, the evaluation committee will only take into consideration the information included in the first 3 minutes of the video.

<sup>9</sup> In case the document exceeds 5 pages, the evaluation committee will only take into consideration the information included in the first 5 pages of the document.

<sup>10</sup> Should travel restrictions to and from Prague be in place due to COVID-19, the EUSPA may be decided to change the ceremony's location or organize it virtually.



The 20 best beta applications/prototypes, 4 per application area, will receive a prize in amount of **€ 15.000** (fifteen thousand Euro) **each** to complete the product development and achieve market entry.

### **Second step: Development phase**

#### Track 1:

The 6 best projects, 1 per application area, will receive a prize in amount of **€ 25,000** (Twenty-five thousand Euro) **each**.

#### Track 2:

The 5 best projects, 1 per application area, will receive a prize in amount of **€ 50,000** (Fifty thousand Euro) **each**.

### **AWARD CRITERIA**

The following criteria will be considered for the evaluation of the projects along the all steps of the contest:

- **Innovation (0-5):** How innovative and novel the approach is compared to existing technical solutions and commercial services? Is this kind of solution not yet available on the market or addressing a new application area? Is the application technologically advanced (e.g. using multi-frequency, innovative algorithms)?
- **Market potential (0-5):** Is there a potential market demand/customer base for this product/solution? What is the revenue potential? Does the solution address needs of regional markets or improve the offer available in regional markets?
- **Feasibility (0-5):** How feasible the solution is within the limits of current technology? What progress has been achieved in the application/idea since the start of the challenge in case the teams will be qualified to the development phase?
- **EU Space-relevance (0-5):** Is the application making use of Galileo and/or Copernicus? Are Galileo and/or Copernicus differentiators relevant for the application? Are synergies between Galileo-Copernicus data explored?
- **Operational organisation (0-5):** What are the operational resources (human, technical and other) that will be invested in the solution development?

### **INTELLECTUAL PROPERTY OF DEVELOPMENTS**

Applicants will retain full ownership of the intellectual property rights on solutions developed within the framework of the contest, and exclusivity of commercial exploitation.

Additionally, the winners shall include Galileo/Copernicus/EUSPA branding in marketing material related to the development, such as the inclusion of a logo to the app/product webpage or any other form agreed without affecting the ownership and exclusivity of the commercial exploitation retained by the candidates nor the EC/EUSPA rights on the Galileo and Copernicus trademark.

### 3 THE SCHEDULE

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ID	Event	Date
1	Announcement of Contest	1 September 2021
2	Information webinars	October 2021 <b>(estimated)</b>
3	Deadline for proposals' submissions for both Tracks	15 November 2021
4	Video calls with shortlisted teams	November/December 2021 <b>(estimated)</b>
5	Award of the first phase and launch of the development phase	December 2021 <b>(estimated)</b>
6	Deadline for prototypes/products' submission for both Tracks	28 February 2022
7	Contest Finals and award of prizes	April 2022 <b>(estimated)</b>

### 4 REQUESTS FOR ADDITIONAL INFORMATION

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Participants may request additional information for the purpose of clarifying the scope of these Terms of Reference. Any requests for clarification must be made in writing only to [prizes@euspa.europa.eu](mailto:prizes@euspa.europa.eu). The subject of the email has to quote the reference 'myEUspace'. Participants are invited to send the requests for clarification as early as possible. The deadline for requests for clarification is 7 working days before the deadline submission for each phase.

The last date on which clarifications are issued by the EUSPA will be 5 working days before the deadline submission for each phase.

### 5 THE ORGANISATIONAL COSTS

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The participation to the contest is free of charge for the applicants. Travel costs of the participants of the team to the Finals may be reimbursed subject to budget availability.

Costs incurred in preparing and submitting a proposal are borne by the Applicants and will not be reimbursed.

### 6 OTHER CONDITIONS

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By participating in the Contest Applicants accept the terms and conditions of these Terms of Reference including the following one:

#### 6.1 ACCEPTANCE OF OBLIGATIONS BY WINNERS





6.1.1 The Applicants accept that, if they are awarded a Prize, the EUSPA, 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.

6.1.2 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.

## **6.2 Intellectual Property Rights**

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

6.2.2 Winner hereby grants to EUSPA, 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.

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

- (a) the EUSPA logo,
- (b) the following text: "has been awarded the [name of the Prize] of the European [name of the programme] Programme".

6.2.4 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.

6.2.5 When displayed with another logo, the EUSPA logo must have an appropriate prominence.

6.2.6 Applicants may not appropriate the EUSPA logo or any similar trademark either by registration or by any other means. Winner shall not create the impression to be otherwise endorsed by EUSPA and/or the European Union or part of EUSPA's and/or European Union's activities.

## **6.3 PROVISIONS CONCERNING PAYMENTS**

6.3.1. Payments shall be executed in EUR

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

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

- (a) costs of dispatch charged by EUSPA's bank shall be borne by EUSPA;
- (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.

6.3.4. 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, EUSPA is supposed to execute the Payment. If the payment is executed in more than one instalment the period above refers to the first instalment. Further instalments shall be executed on a monthly basis. If the EUSPA does not pay within the time limits, Winner is entitled to late-payment interest as defined in Article 116(5) of the Financial Regulation.

6.3.5. 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, EUSPA may refuse to make payments or may recover amounts already paid in proportion to the seriousness of the errors

#### **6.4 RECOVERY**

6.4.1 If total payments made by EUSPA 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 EUSPA. Interest may be recovered based on the statutory rate.

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

#### **6.5 WITHDRAWAL OF THE PRIZE, RECOVERY OF PAMENTS**

EUSPA 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.

#### **6.6 ASSIGNMENT OF PRIZES, SUBSTITUTION OF PRIZES**

6.6.1 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 EUSPA.

6.6.2 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 EUSPA.



## **6.7 CANCELLATION OF PRIZE CONTEST**

EUSPA 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 EUSPA the Prize Contest cannot be carried out as intended.

## **6.8 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.

## **6.9 LIABILITY**

The EUSPA 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.

## **6.10 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.

## **6.11 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.

## **6.12 DATA PROTECTION**

Any personal data that may be included in the applications of entities applying for this opportunity shall be processed by the EUSPA in accordance with the applicable rules 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.

**Identity of the Controller and Data Protection Officer:**

**1. For what concerns the processing purposes 1, 2 and 3 below:**

- Controller: European Union Agency for the Space Programme (EUSPA), Head of EUSPA Market Development Department, Janovskeho 438/2 170 00 Prague 7, Czech Republic, [market@euspa.europa.eu](mailto:market@euspa.europa.eu);
- Data Protection Officer: EUSPA Data Protection Officer, Janovskeho 438/2 170 00 Prague 7, Czech Republic, [dpo@euspa.europa.eu](mailto:dpo@euspa.europa.eu)

**2. For what concerns the processing purpose 4 below:**

- **Join Controllers:** (1) European Union Agency for the Space Programme (EUSPA), Head of EUSPA Market and Development Department, Janovskeho 438/2 170 00 Prague 7, Czech Republic, [market@euspa.europa.eu](mailto:market@euspa.europa.eu) and (2) European Commission, Directorate-General for Budget of the European Commission ('DG Budget'), DG Budget's Data Controller BUDG-FICHER-TIERS@ec.europa.eu
- **Data Protection Officers:** (1) EUSPA Data Protection Officer, Janovskeho 438/2 170 00 Prague 7, Czech Republic, [dpo@euspa.europa.eu](mailto:dpo@euspa.europa.eu) and (2) DG Budget Data Protection Coordinator BUDG-DATA-PROTECTION-COORDINATOR@ec.europa.eu

**Purposes of processing:**

1. Registration in the application platform available at the dedicated contest site and submission of the application
2. Management and administration of the award process pertaining to this opportunity
3. The preparation of the contract(s), only with regard to the personal data of the awarded applicant(s)
4. Only with regard to the personal data of the awarded applicant(s):
  - the registration of the necessary "legal entities" and "bank account" files in the Commission Financial System ABAC (Accrual Based Accounting)
  - the execution of payments towards the registered entities
  - the registration of the related financial transactions

**Data concerned:** any personal data that may be included in interested entities' applications. Such data can relate to the following categories:

- Identification of individuals (e.g. name, last name, title, function in organisation);
- Communication details of individuals (e.g. email address, telephone number, postal address);
- Information for the evaluation of eligibility, exclusion and award criteria (e.g. expertise, technical skills and languages, educational background, professional experience including details on current and past employment);
- Financial information of applicant(s), e.g. bank account number, IBAN and BIC codes, address of respective bank branch, name of bank account holder;
- Data related to criminal convictions and offences of: (1) members of the administrative, management or supervisory body of applicants, (2) natural persons who have powers of representation, decision or control of the applicant, (3) owners of the applicants as defined in Article 3(6) of Directive (EU) 2015/849, (4) natural persons assuming unlimited liability for the debts of the applicants, (5) natural persons who are essential for the award or the implementation of the contract(s); such data are collected through the submission of the declaration of honour.

It is specifically noted that:

- the abovementioned processing operations will not entail the processing of any special categories of personal data. If, however, an applicant submits such data at its own volition and without any specific request, it is implied that the data subject has given its consent to the processing of such data

- the provision of personal data by the applicants is a requirement necessary to enter into the contract

**Legal bases:** Article 5(1)(a), 5(1)(c), 10(2)(a), 11, 48(2)(b) and 50(1)(c) of Regulation (EU) 2018/1725

**Lawfulness of processing:**

- Article 5(1)(a): the processing is necessary for the performance of a task carried out in the public interest, specifically the management and functioning of the EUSPA through the launching of competitions.
- Article 5(1)(c): the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract; the EUSPA processes the personal data of the applicants at their request (through the submission of their applications) in order to take the necessary steps prior to enter into the contract with the awarded applicant (s).
- Article 11: the processing of personal data relating to criminal convictions and offences shall be carried out only when authorised by Union law; such processing, in the form of an extract from the judicial record or declaration of honour, is explicitly foreseen in the Financial Regulation<sup>11</sup> (Articles 136-140).
- Article 10(2)(a): as explained above, in case any applicant submits special categories of data at its own volition and without any specific request, it is implied that the data subject has given its consent to their processing.
- Article 48(2)(b): the potential transfer of the applicants' personal data outside of the European Union (as explained in detail below in the relevant section) in the frame of the use of the application platform is subject to appropriate safeguards provided for by standard data protection clauses. Please refer to the section "Transfer of personal data to third country" below for more information.
- Article 50(1)(c): this legal basis is complementary to the one identified directly above (Article 48(2)(b) and concerns the potential transfer of the applicants' personal data outside of the European Union (as explained in detail below in the relevant section) in the frame of the use of the application platform. Specifically, such transfer is necessary for the performance of a contract between the EUSPA and the service providers in charge of providing to the EUSPA the application platform via which the applicants submit their applications; such contract has been concluded in the interest of the applicants, in order to allow for an easy and electronic submission of all the application documents.

**Recipients of the data processed:**

- a limited number of staff of the EUSPA managing this procedure
- data processors:
  - a limited number of staff of EUSPA contractors in charge of the provision of hosting services for the EUSPA's servers
  - a limited number of staff of the service providers in charge of providing to the EUSPA the application platform via which the applicants submit their applications

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<sup>11</sup> Regulation (EU, Euratom) 2018/1046

- a limited number of staff of the Directorate-General for Budget of the European Commission ('DG Budget')
- bodies charged with a monitoring or inspection task in application of Union law (e.g. internal audits, Financial Irregularities Panel, European Anti-fraud Office – OLAF)
- members of the public: the winning entities will be announced to the public, which may also entail the announcement of the personal data of the representatives of such entities (e.g. name, last name)

All the abovementioned recipients are established in the European Union.

**Information on the retention period of personal data:**

1. with the exception of the information under point (2) below, all other information pertaining to this procedure shall be kept for up to 7 years following the end of the year when the contract(s) has been awarded as a result of the award procedure; files may also have to be retained until the end of a possible audit if one started before the end of the above period;
2. all information (including personal data) submitted by the applicants in the application platform will be deleted from said platform
  - within a maximum of 2 months after the launch of the second stage of the competition, for those applicants which are not selected to proceed to the second stage of the competition;
  - within a maximum 2 months after the closing date of the second stage of the competition, for those applicants which are selected to proceed to the second stage;
3. all collected data may be stored:
  - electronically on EUSPA servers with access control measures (i.e. one or two factor authentication) hosted by EUSPA contractors which are located in the EU and abiding by the necessary security provisions
  - physically in secure storage cupboards in the EUSPA HQ in Prague
  - electronically and physically on the servers/cupboards of the processors identified above (all of which are established in an EU Member State)

**Transfer of personal data to third country:**

The service providers in charge of providing to the EUSPA the application platform use the server service Amazon Web Services (AWS) of Amazon and, therefore, data may also be transferred to Amazon's servers located in third countries (outside the European Union).

In case such a transfer takes place, it is underlined that the online service terms of the AWS include a General Data Protection Regulation (GDPR) addendum in which standard contractual clauses have been introduced; the online service terms of the AWS apply also to the service provider in charge of providing to the EUSPA the application platform.

- It is underlined that such standard contractual clauses are recognised as an appropriate safeguard which allows for the lawful transfer of personal data outside of the European Union, in accordance with Article 48(2)(b) Regulation (EU) 2018/1725.

**The data subject's rights and contact data:**

- Data subjects have the right of access, rectification and erasure of their personal data or restriction of processing at any time, provided that there are grounds for the exercise of this right, as per the applicable rules
- Data subjects have the right to object, on grounds relating to his or her particular situation, at any time to the processing of personal data concerning him or her. Requests shall be addressed to the EUSPA Market Development Department at [market@euspa.europa.eu](mailto:market@euspa.europa.eu) by describing the request explicitly. It is noted that pursuant to such a request, the Controller shall no longer process the personal data unless the Controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims
- Data subjects may obtain their personal data, submitted to the EUSPA, in a structured, commonly used and machine-readable format and transmit them to another controller, provided that there are grounds for the exercise of this right, as per the applicable rules
- Data subjects are entitled to lodge a complaint at any time with the European Data Protection Supervisor (<http://www.edps.europa.eu>; [EDPS@edps.europa.eu](mailto:EDPS@edps.europa.eu)) if they consider that their rights under the applicable rules on the protection of individuals with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data have been infringed as a result of the processing of their personal data by the EUSPA
- Only in cases where the data subjects' consent is used as the legal basis for the processing of personal data (i.e. in case they have submitted special categories of data at their own volition and without any specific request), they can withdraw their consent at any time, without affecting the lawfulness of the processing before the withdrawal

Any request for the exercise of any of the abovementioned rights shall be addressed to the EUSPA Market Development Department at [market@euspa.europa.eu](mailto:market@euspa.europa.eu); data subjects are kindly requested to describe their requests explicitly.

### **6.13 ACCEPTANCE OF OBLIGATIONS BY WINNERS**

6.13.1 The Applicant accepts that, if they are awarded a Prize, the EUSPA, 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.

6.13.2 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.

Particularly, EUSPA 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 EUSPA to waive such publication if disclosure risks threatening their security and safety or harm their commercial interest.



6.13.3 The Applicant accepts that the EUSPA, after each award, can publish information about the applicant and / or its application in order to promote the European GNSS programmes and EUSPA's initiatives.