

Terms & Conditions

Last updated: 14 May 2020

Please read these Terms & Conditions ("Terms", "Terms & Conditions") carefully before:

- Applying for the Copernicus Accelerator 2021 (the "Programme") as a mentee through the Programme's Open Call (the "Open Call") via the secure survey platform provided by Creative Force Ltd (the "Application Platform");
- Applying for the Programme as a mentor through the Programme's Call for Mentors (the "Call for Mentors") via the Copernicus Accelerator website (the "Website");
- Accessing the Application Platform as a jury member of the Open Call;
- Accessing the secure mentorship platform provided by Mentornity A.Ş. (the "Mentorship Platform");
- Accessing the Mentorship Platform as an alumnus of the Programme;
- Accessing the Application Platform, or the Mentorship Platform (jointly the "Platforms"); and
- Participating in the Programme.

The Programme, including its components such as the Open Call and Call For Mentors, is implemented by SpaceTec Partners SRL and Verhaert New Products & Services NV ("us", "we", "our", or the "Organisers") on behalf and under contract with the European Commission.

Your application for, access to, participation or involvement in the Programme is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, applicants and others who access or use the Platforms, and to all applicants and participants, mentors, and jury members of the Programme. You confirm that you are at least 18 years old, and you are legally capable of entering into binding contracts. If you are under 18 years old, you confirm that you have obtained consent from your parent or guardian and they agree to be bound by these Terms on your behalf.

By applying for, accessing, or participating in the Programme, or by accepting the invitation to be part of the Programme's Open Call jury, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not apply for or participate in the Programme, nor become part of the Open Call jury.

1 Introduction

1.1 Objectives

The Programme is a yearly organised start-up programme of the European Commission with the objective to foster the growth of young businesses that use Copernicus data and information. The Programme features a multiple-month mentoring programme, dedicated online training sessions (such as webinars), newsletters and two bootcamps. Participation is limited to up to 50 Copernicus-based start-ups per edition which have been selected for participation (see 2.2 selection of participants).

1.2 Contracting party

The contracting parties in these Terms are SpaceTec Partners SPRL, with its registered address at Avenue Louise 66, 1050 Brussels, Belgium and Verhaert New Products & Services NV, with its registered address at Hogenakkerhoekstraat 21, 9150 Kruikebe, Belgium.

1.3 Mentees

The Mentees ("Mentees") are start-ups, teams or individuals who have been selected to participate in the Programme. Each participating Mentee is represented by a "Team Leader", who is the formal and sole contact point with the Organisers. Any planned or unplanned changes to the team composition of a Mentee are to be announced to the Organisers by the Team Leader without undue delay. The Team Leader remains the single formal interlocutor with the Organisers. Changes to the team composition of a Mentee under no circumstances allow for

split teams, additional teams or any extra rights for participation, as the Team Leader remains the single formal interlocutor and representative of the participating Mentee.

Start-ups, teams or individuals who are applying or are invited for participation to the Programme – but who have not (yet) been selected – are referred to as “Mentee Applicants”. Each Applicant is represented by an Applicant Team Leader, who is the formal contact point with the Organisers.

1.4 Mentors

The Mentors (“Mentors”) are the individuals who have been selected to provide mentoring to the Mentees during the Programme, from the Opening Bootcamp to the Closing Bootcamp. Mentors are natural persons but can be represented by a legal entity for invoicing purposes.

Mentors who are applying for participation to the Programme – but who have not (yet) been selected – are referred to as “Mentor Applicants”.

1.5 Open Call jury

The jury (“Jury”, “Jury Members”) are the individuals who support the Organisers and the European Commission to select a pool of Mentees for participation in the Programme via the Open Call.

1.6 Content

Our Platforms allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (“Content”). You are responsible for the Content that you post to the Platforms, including its legality, reliability, and appropriateness.

By posting Content to the Platforms, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Platforms. You retain any and all of your rights to any Content you submit, post or display on or through the Platforms and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Platforms, who may also use your Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Platforms does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. Further, you warrant that: (i) the Content will not cause you or us to breach any law, regulation, rule, code or other legal obligation; (ii) the Content will not or could not be reasonably considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy; (iii) the Content will not be unsolicited, undisclosed or unauthorised advertising; (iv) the Content does not contain software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment; and (v): the Content does not bring us or the Platforms into disrepute.

You agree to keep all records necessary to establish that your Content does not violate any of the requirements this clause and make such records available upon our reasonable request.

We are under no obligation to regularly monitor the accuracy or reliability of your Content incorporated into the Platforms. We reserve the right to modify or remove any Content at any time.

2 Participation as a Mentee

2.1 Right of participation

Only legal and natural persons of legal adult age are allowed to participate in the Programme as a Mentee. Participation in the Programme is accepted on the condition of an Mentee Applicant's selection through one of the methods as indicated in: 2.2 Selection of participants, and on the condition of the Mentee Applicant's compliance with the eligibility criteria to participate, namely:

- Intended use of Copernicus data and information for the Mentee Applicant's products or services;
- The Applicant Mentee's legal person is established in a Copernicus Participating Country¹ for the whole duration of the Programme² when applying as a legal person, or the Applicant Mentee's Team Leader is a resident of one of the Copernicus Participating Countries¹ for the whole duration of the Programme² when applying as a natural person; and
- Mentee Applicants who participated to a prior edition of the Programme cannot apply for the current edition with the same business concept or product.

2.2 Selection of participants

Participation to the Programme is granted on the discretion of the European Commission, based on the procedures and processes that were established by the European Commission, and in compliance with the Right of Participation (see Section 2.1). The decisions on the selection of participants made by the European Commission shall not be subject to dispute in a court of law. These decisions shall be final and binding for all Mentee Applicants in the Programme. Mentee Applicants shall have no right to justification for the decisions made by the European Commission or the jury members of any selection procedure.

For the Programme, participation can be granted by the European Commission to:

- Up to 25 Mentee Applicants who have been selected through the Programme's Open Call after a selection procedure, of which the result is confirmed by the European Commission. For more information see: 2.3 Open Call); and
- Up to 25 Mentee Applicants who are invited to join the Programme.

The procedure welcomes all participants and shall not discriminate on the basis of race, creed, colour, ethnicity, religion, sex, sexual orientation, gender expression, age, height, weight or marital status.

2.3 Open Call

2.3.1 Objective of the Open Call

The Open Call is a competition for Mentee Applicants to participate in the Programme. The first phase of the Open Call will open an entry period for applicants between 1 June 2020 and 20 September 2020. An evaluation period will follow in which applications will be evaluated by the Jury Members and the European Commission. In the second phase of the Open Call, selected Mentee Applicants will be requested to upload a video pitch between 28 September 2020 and 11 October 2020. Mentee Applicants selected for participation in the Programme will be notified beginning of November 2019.

¹ Member States of the European Union, Norway, and Iceland

² In accordance with Articles 137 and 138 of the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community, applicable Union law continues to apply to the UK in respect of the implementation of the Union programmes and activities committed under the 2014-2020 MFF until their closure. Therefore, UK applicants are considered to be EU applicants for the purposes of this call.

2.3.2 Submission period and procedure

The first phase of the Open Call will open an entry period for applicants (the “Open Call Applicants”) between 1 June 2020 and 20 September 2020. Interested Open Call Applicants must apply during this time and follow the procedure below.

The Open Call is organised and executed exclusively in English via the Application Platform. To begin participation in the Open Call, the creation of a user account is required by the Open Call Applicant. When creating a user account, we will require you to share personal data such as your name and e-mail for the purposes of contacting you to validate your information and regarding your participation in the Open Call. You will be required to read and accept these Terms & Conditions and Privacy Policy before registering as an Open Call Applicant.

The application to be submitted for the Open Call (the “Open Call Application”) consists of three parts: 1) the collection of your company and/or personal information on the ‘Application Details’ tab, 2) the collection of information concerning your application on the ‘Submission’ tab, and 3) the uploading of supporting media on the ‘Attachments’ tab. The information you share in your Open Call Application will be viewed by the Organisers, the European Commission, and the Jury for the purpose of evaluating your Open Call Application.

Only upon completion of all required fields on both the ‘Application Details’, ‘Submission’ and ‘Attachments’ tabs, you will be able to submit your application. You may withdraw your Open Call Application, make edits and resubmit it at any point before the deadline of the application entry period: 23:59 CEST on 20 September 2020. You are encouraged to submit your application well before the deadline in case IT issues arise.

Open Call Applications that have not been submitted, or Open Call Applications submitted past the abovementioned deadline, are not eligible for evaluation and will under no circumstances be reviewed by the Jury. Following the application deadline, eligible applications will be reviewed by the Jury and the European Commission.

In the second phase of the Open Call, a selected number of applicants will be requested to upload a 3-minute video pitch between 28 September 2020 and 11 October 2020. Mentee Applicants selected for participation in the Programme will be notified beginning of November 2019.

2.3.3 Personal data and company information shared through your Open Call Application

The personal data and company information that you share during user registration and your application will not be shared with any parties other than the Organisers, the Jury Members and the European Commission, solely for the purposes of executing the Open Call.

2.3.4 The Open Call Jury

The Jury Members are carefully selected to represent a qualified group of judges with relevant and varying expertise. As a candidate for the Open Call, you may enquire about the identity of the Jury Members between 1 September 2020 and 15 September 2020, during which you may withdraw your application if you do not agree with the composition of the Jury.

The information provided to the Jury for evaluation in the first phase of the Open Call will be based on the following fields of the application form:

- Your identity (and those of your team members as far as they are identified in the pitch deck, see below);
- Company information, if applicable;
- Submission questions, incl. Copernicus intended use and your mentoring needs; and
- Uploaded pitch deck.

For the second phase of the Open Call, the 3-minute video pitch will be taken into account in addition for the Jury evaluation.

During the evaluation process, you may be contacted by us in order to provide further details about your Open Call Application. In this case, the additional information you provide over the phone, in person, in written or by e-mail may be shared with the Jury Members.

Each Jury Member is bound by a non-disclosure and confidentiality clause (see Section 4.6) before reviewing the Open Call Applications, confirming that they will not share any of the information contained in your Open Call Application with anyone other than the other Jury Members, the Organisers or the European Commission.

2.4 Matchmaking Process and Mentorship Platform

All Mentees will be given access to the Mentorship Platform. During a matchmaking period, planned for the second half of October 2020, Mentees can review the Mentor profiles, and select a preferred Mentor, based on their mentoring needs. During the matchmaking period, interactions with Mentors are possible to define the expectations of the mentoring relationship. The Organisers cannot guarantee that Mentees will be given the opportunity to receive mentoring from their preferred Mentor, which is a supply-and-demand exercise. The Organisers nevertheless intend to facilitate an optimal allocation of mentoring relations.

The results concerning generated mentoring relations shall not be subject to dispute in a court of law. These decisions shall be final and binding for all Mentees. Mentees shall have no right to justification for the results of the Matchmaking Process.

2.5 Conditions of participation

2.5.1 Intentions and commitments from Mentees

Mentee Applicants who are given the opportunity to join the Programme as a Mentee receive a unique opportunity to benefit from the Programme. For each selected participant, several other interested and motivated Mentee Applicants have been denied participation due to the limited availability of places in the Programme. Considering this reality, upon participation in the Programme, Mentees agree to do this to their best intentions and commitments, which includes but is not limited to:

- Participation to the Opening Bootcamp and Closing Bootcamp with at least one team member;
- Timely completion of required documents for mentorship, training and logistical purposes (e.g. inputs to coaching plans, inputs to results brochure, etc.);
- Conduct at least one interaction per month with your assigned Mentor; and
- Inform Organisers when your participation to the Programme becomes void, for example, if you stop pursuing the idea formulated in the Mentee Application.

Any failure to deliver the minimal above commitments is a breach of your participation as a Mentee and may result in a termination of your participation to the Programme.

2.5.2 Cost reimbursements

The Organisers will reimburse the travel arrangements and accommodation of one opening bootcamp (at a flat rate of 750 EUR per Mentee) and one closing bootcamp (at a flat rate of 750 EUR per Mentee). The reimbursement of the flat rates will be done after proven attendance to the bootcamp. Reimbursements shall be made within 30 days from the receipt of the expense report, and following verification of the expense report by the Organisers. No deductions or changes will be made from the reimbursements paid to the Mentee, who shall be solely responsible for ensuring that all and any taxes, duties, and other deductions are paid by him/her.

To process the expense reports, the Organisers may ask for a proof of identity, including a copy of your ID-card, proof of residence or a company extract, of which non-essential information may be blurred. The required information includes your name, national tax number or identification number, nationality and proof of residence.

2.6 Personal data and company information shared through your participation to the Programme

Your personal data including contact details, e-mail addresses, phone numbers, or confidential information about your product or company which you share during your participation to the Programme will not be shared with any parties other than the Organisers, the European Commission, the Jury, your Mentor and the event organisers or security teams of the events where the bootcamps take place.

With your participation in the Programme as Mentee, you agree to the use of your personal data for the following purposes:

- Promotion & Communication: the Programme is funded by the European Commission. In its objectives to support start-ups using Copernicus data and information, a comprehensive communication campaign is essential. The Programme's communication tools, such as the Website and social media, are used as multipliers for the visibility of programme participants, contributing to their business potential. The Programme may use your team or company name and a description of your start-up or business idea for such public promotion and communication purposes. For use of your personal data in this context, we will seek your prior and explicit consent;
- Bootcamps: for a smooth organisation of two bootcamps, which may be subject to security measures, we may invite you to share and use personal data, such as your travel schedules, first and last name, birth date, nationality, passport or ID-card number, dietary preferences. These data will be shared with the event venues and local security teams and will only be used for the organisation of the bootcamps;
- Mentorship: to ensure a good interaction with your Mentor, we will provide him/her with your first and last name, company name, e-mail address and phone number. These data will only be used for mentorship purposes;
- Verification of cost reimbursements: as indicated in 2.4.2, for the verification of cost reimbursements the Organisers may ask for a proof of identity, including a copy of your ID-card, proof of residence or a company extract, of which non-essential information may be blurred. The required information includes your name, national tax number or identification number, nationality, and proof of residence; and
- Essential notifications: to administer your (potential) participation in the programme, the Organisers send notifications to the e-mail addresses of the Team Leaders of the Applicant Mentees and the Mentees in the Programme. As an alumni to the Programme, your subscription to these notifications will survive your participation to the Programme, but can be ceased any time by clicking on the respective link in the bottom of the notification, or by writing us a message at hello@accelerator.copernicus.eu.

2.7 Proprietary rights, limited right to use

Any and all proprietary rights, including but not limited to rights to and in inventions, patent rights, utility models, copyrights, trademarks and trade secrets, in and to any Confidential Information shall be and remain with the Mentees respectively. The Organisers, the European Commission, the Jury, and Mentors shall not have any right, license, title or interest in or to any confidential information, except the limited right to review, assess and help develop such Confidential Information in connection with the Programme.



3 Participation as a Mentor

3.1 Right of participation

Individuals of legal adult age are allowed to participate as a Mentor in the Programme, on the condition of the applicant's compliance with the eligibility criteria, namely:

- Employed with a legal entity registered in the territory of one of the Copernicus Participating Countries¹ for the whole duration of the Programme³, whose business purpose is focused on business or technical consulting, e.g. business incubation centres, consulting companies, business intermediaries, university-based start-up centres, innovation agencies, etc.; or,
- Natural persons that reside in the territory of one of the Copernicus Participating Countries¹ for the whole duration of the Programme³, with a proven track record of companies and entrepreneurs (preferably start-ups) that they have mentored in their chosen field of expertise.

Mentors are also required to demonstrate proven business mentoring of start-ups with verifiable references, and possess relevant knowhow in data and information businesses or one of the Copernicus application domains.

3.2 Call for Mentors

3.2.1 Submission period and procedure

Participation in the Programme as a Mentor is granted at the discretion of the European Commission, based on the procedures and processes that were established by the European Commission. The decisions on the selection of Mentors made by the European Commission shall not be subject to dispute in a court of law. These decisions shall be final and binding for all Mentor Applicants in the Programme. Mentor Applicants shall have no right to justification for the decisions made by the European Commission or the Organisers in any selection procedure. The procedure welcomes all applications and shall not discriminate on the basis of race, creed, colour, ethnicity, religion, sex, sexual orientation, gender expression, age, height, weight or marital status.

The Call for Mentors will open an entry period for applicants between 1 June 2020 and 20 September 2020. Interested Mentor Applicants must apply during this time and follow the procedure below.

The Call for Mentors is organised and executed exclusively in English and via the Website of the Programme. To begin participation in the Call for Mentors, the creation of a user account is required. When creating a user account, we will require you to share personal data such as your name and e-mail for the purposes of contacting you to validate your information and regarding your participation in the Call for Mentors. You will be required to read and accept these Terms & Conditions and Privacy Policy before registering as a Mentor Applicant for the Call for Mentors.

The Call for Mentors application (the "Mentor Application") consists of the collection of your personal information and your professional background and qualifications. The information you share in your application will be viewed by the Organisers and the European Commission for the purpose of reviewing and validating your application.

Upon completion of all required fields, you will be able to submit your Mentor Application on the website of the Programme. Once a Mentor Application is submitted, it is considered ready for review and validation. You may withdraw your Mentor Application, make edits and resubmit it at any point before the deadline of the application entry period: 23:59 CEST on 20 September 2020.

Mentor Applications in process that have not been submitted, or Mentor Applications submitted past the abovementioned deadline, are not eligible and will under no circumstances be validated.

³ In accordance with Articles 137 and 138 of the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community, applicable Union law continues to apply to the UK in respect of the implementation of the Union programmes and activities committed under the 2014-2020 MFF until their closure. Therefore, UK applicants are considered to be EU applicants for the purposes of this call.

3.2.2 The Matchmaking Process

Mentor Applicants whose Mentor Application have been validated will be given access to the secure Mentorship Platform, and will be invited to create a profile to which selected Mentees will also be given access. During the Matchmaking Period, the second half of October 2020, selected Mentees can access all Mentor profiles and select their preferred Mentor, based on their mentoring needs. During the Matchmaking Period, interactions with Mentees are possible to define the expectations of the mentoring relationship. Based on this process, an optimal allocation of mentorship relations will be generated. Eligible Mentor Applicants will only become Mentors after they have been selected by one Mentee, and after agreeing to do so.

The results concerning the applicants' selection for the Call for Mentors shall not be subject to dispute in a court of law. These decisions shall be final and binding for all Mentor Applicants in the Call for Mentors. Mentor Applicants shall have no right to justification for the decisions made by the Organisers and the European Commission for the validation of the Mentor Application, and by the Mentees for the selection of their preferred Mentors.

Mentor Applicants who are selected as Mentors in the Programme will be notified in early October 2020.

The Programme welcomes each Mentor's interest to contribute to the ecosystem. Therefore, eligible applicants who have not been selected as Mentors are invited to register their profile on the Programme's Alumni Platform, where Mentors can voluntarily exchange thoughts with the Programme's Alumni.

3.3 Conditions of participation

3.3.1 Your commitments

Mentors who are given the opportunity to join the Programme as a Mentor have been selected through an open and competitive matchmaking procedure, via one of the procedures and processes as indicated in 3.2. For each selected Mentor, several other interested and motivated Mentor Applicants have been denied their participation due to the limited availability of places in the Programme. Considering this reality, and the fact that the mentoring service is rewarded with a remuneration of 5,000 EUR, upon participating to the Programme, Mentors agree to the following commitments, which include but are not limited to:

- Participation to the Opening Bootcamp and Closing Bootcamp for their full duration;
- During the bootcamp, the Mentor should evaluate the project of their Mentee. This should lead to the identification of a clear and measurable business objective(s), which could include the following, depending on the maturity of the project of the Mentee:
 - Develop/fine-tune business plan
 - Incorporate as a company
 - Develop a new product / service
 - Getting a first client
 - Reaching profitability level with a first product
 - Expand to a foreign market (internationalisation)
 - Prepare for other start-up support initiatives (e.g. industry accelerator, incubator, etc.)
 - Raising equity funding (angel, seed or venture capital)
 - Obtain debt funding
 - Obtain public funding;
- The delivery of a Mentor Plan of minimum three pages in the beginning of the programme, drafted by the Mentor and signed by both the Mentor and Mentee, including an evaluation of the Mentee's project, as well as tailored and concrete steps on how to reach the selected business objective(s). This Mentor report should be submitted to the Organisers within 15 days after the Opening Bootcamp;
- The delivery of a Mentor Report of minimum two pages after the Closing Bootcamp, drafted by the Mentor and signed by both the Mentor and Mentee, which should identify the progress achieved by the Mentee in light of the objective identified in the Mentor Plan, as well as recommendations to further develop the business project in the months following the Closing Bootcamp. This Mentor Report should be submitted to the Organisers within 15 days after the Closing Bootcamp;

- Attendance and active participation in meetings with the Mentee (in person or via video-conference) between the Opening and Closing Bootcamps, which should minimally take place once a month;
- Commitment to respond to e-mail correspondence related to the Programme within 10 working days; and
- Inform Organisers when the Mentee’s participation to the Programme becomes void, for example, if the Mentee stops pursuing the idea formulated in the Mentee Application.

Any failure to deliver the minimal above commitments as stated in 3.3.1 is a breach of your service as a Mentor and may result in a termination of your participation to the Programme, according to the termination procedures as stated in 5 and a pro rata reduction of your service fee as stated in 3.3.2.

3.3.2 Service fee and cost reimbursements

Service fee: The Organisers will pay a service fee of 5,000 EUR (excluding VAT if applicable) to every Mentor. The total amount of the service fee is subject to a pro rata reduction if the mentor relationship is prematurely concluded by the Organisers or either the Mentor and/or the Mentee. Non-attendance of the Opening or Closing Bootcamp is subject to a 20% reduction in the service fee.

Cost reimbursements: The Organisers will reimburse the travel arrangements and accommodation of one opening bootcamp (at a flat rate of 750 EUR) and the closing bootcamp (at a flat rate of 750 EUR). These flat rates cover travel and accommodation costs as well as daily allowances.

Payment terms: The service fee and cost reimbursements will be paid within 60 days after receipt of the an eligible invoice by the Organisers. The total amount should include and cover all and any taxes and duties that are due, and the Mentor shall be solely responsible for ensuring that all and any of such taxes are paid by him/her.

3.4 Personal data and company information shared through your participation

Your personal data including contact details, e-mail addresses, and phone numbers, which you share during your participation as a Mentor to the Programme will not be shared with any parties other than the Organisers, the European Commission, your Mentee and the event organisers or security teams of the events where the bootcamps take place.

With your participation to the Programme as a Mentor, you agree to the use of your personal data for the following purposes:

- Promotion & Communication: the Programme is funded by the European Commission. In its objectives to support start-ups using Copernicus data and information, a comprehensive communication campaign is essential. In addition, the Programme’s communication tools, such as the website and social media, are used as multipliers for the visibility of Mentors, contributing to their professional outreach. After your prior and explicit consent, the Programme may use your company name, your personal first and last name, your picture and a description of your professional expertise for such public promotion and communication purposes;
- Bootcamps: for a smooth organisation of two bootcamps, which may be subject to security measures, we may invite you to share and use personal data, such as your travel schedules, first and last name, birth date, nationality, passport or ID-card number, dietary preferences. These data will be shared with the event venues and local security teams and will only be used for the organisation of the bootcamps;
- Mentorship: to ensure a good interaction with your Mentee, we will provide him/her with your first and last name, company name, e-mail address and phone number. These data will only be used for mentoring purposes; and
- Essential notifications: to administer your (potential) participation in the programme, the Organisers send notifications to the e-mail addresses of the Applicant Mentors and the Mentors in the Programme. As an alumni to the Programme, your subscription to these notifications will survive your participation to the Programme, but can be ceased any time by clicking on the respective link in the bottom of the notification, or by writing us a message at hello@accelerator.copernicus.eu.

3.5 Non-Disclosure of Confidential Information Agreement

This Non-Disclosure Agreement (the “NDA”) is entered into by and between the Organisers, on behalf of the Mentees of the Programme (the “Disclosing Party”) and the Mentor participating to the Programme (the “Receiving Party”), hereby agreeing to these Terms & Conditions, collectively referred to as the “NDA Parties” or “NDA Party” for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

With your participation to the Programme as Mentor, you agree to these Terms & Conditions including the provisions of the Non-Disclosure Agreement below. This Non-Disclosure Agreement serves to protect the confidential information of each Mentee of the Programme.

3.5.1 Definition of Confidential Information

For purposes of this NDA, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party (representing the participating Mentees) are engaged and which is maintained with confidentiality. This includes but is not limited to proprietary trade secret information contained within and relating to Disclosing Party’s business plan, including but not limited to: business description, marketing plan, sales revenue forecast, profit and loss forecast, capital spending plan, cash flow forecast, future trends, personnel plan, business goals, personal financial statement, supporting documents and information conveyed in writing or in discussion that is indicated to be confidential.

3.5.2 Non-Disclosure

Receiving Party will treat Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Without Disclosing Party’s prior written consent, Receiving Party will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information.

3.5.3 Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this NDA. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

3.5.4 Exclusions from Confidential Information

This NDA does not apply to any information that: (a) was in Receiving Party’s possession or was known to Receiving Party, without an obligation to keep it confidential, before such information was disclosed to Receiving Party by Disclosing Party; (b) is or becomes public knowledge through a source other than Receiving Party and through no fault of Receiving Party; (c) is or becomes lawfully available to Receiving Party from a source other than Disclosing Party; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.

3.5.5 Time Periods

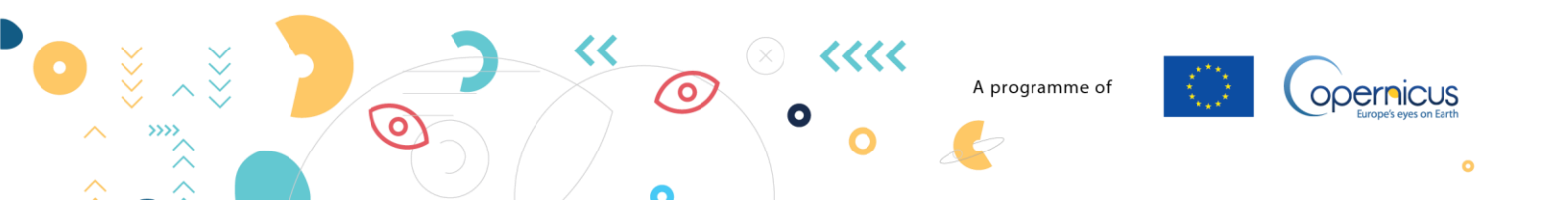
This NDA and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until 31 December 2023 or until whichever of the following occurs first: (a) Disclosing Party sends Receiving Party written notice releasing it from this NDA, or (b) Confidential Information disclosed under this NDA ceases to be a trade secret.

3.5.6 No Rights Granted

This NDA does not constitute a grant or an intention or commitment to grant any right, title or interest in Confidential Information to Receiving Party.

3.5.7 General provisions

- (a) **Relationships.** Nothing contained in this NDA shall be deemed to constitute either NDA Party a partner, joint venturer or employee of the other NDA Party for any purpose.
- (b) **Severability.** If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted so as best to affect the intent of the parties.
- (c) **Integration.** This NDA expresses the complete understanding of the NDA Parties with respect to the subject matter and supersedes all prior related proposals, agreements, representations, and understandings. This NDA may not be amended except in a writing signed by both parties.
- (d) **Waiver.** The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.
- (e) **Injunctive Relief.** Any misappropriation of Confidential Information in violation of this NDA may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party.
- (f) **Indemnity.** Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this NDA.
- (g) **Governing Law.** This NDA shall be governed in accordance with the laws of the State of Belgium.
- (h) **Jurisdiction.** The NDA Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Belgium in any action arising out of or relating to this NDA. The NDA Parties waive any other venue to which either NDA Party might be entitled by domicile or otherwise.
- (i) **Successor and Assigns.** This NDA and each NDA Party's obligations shall be binding on the representatives, assigns and successors of such NDA Party.



4 Participation as an Open Call Jury Member

4.1 Right of participation

Individuals of legal adult age are allowed to participate as an Open Call Jury Member in the Open Call, after an invitation to do so by the Organisers or the European Commission.

4.2 Selection of Open Call Jury Members

Participation to the Open Call as an Open Call Jury Member is granted at the discretion of the European Commission. The decisions on the selection of Jury Members made by the European Commission shall not be subject to dispute in a court of law. These decisions shall be final and binding. Third parties shall have no right to justification for the decisions made by the European Commission or the Organisers in any selection procedure.

4.3 Evaluation process

The Open Call is organised and executed exclusively in English and via the Application Platform. To begin the evaluation process of Mentee Applicants in the Open Call, the creation of a jury user account is required. When creating a user account for you, we will require you to share personal data such as your name and e-mail for the purposes of contacting you to validate your information and regarding your participation as a Jury Member in the Open Call. You will be required to read and accept these Terms & Conditions and Privacy Policy before registering or participating as a Jury Member for the Open Call.

The Open Call Evaluation (the “Evaluation”) consists of two parts: 1) the evaluation of a number of Open Call applicants through the Platform during Phase 1. 2) an evaluation meeting with fellow Jury Members to review the selected Mentee Applications in Phase 2 and their video pitches on 13 October 2020.

4.4 Conditions of participation

4.4.1 Intentions and commitments from Jury Members

Upon participating as a Jury Member to the Open Call, Jury Members agree to the following commitments, which include:

- Completion of the online evaluation process on the Platform by 27 September 2020;
- Attendance of the evaluation meeting on 13 October 2020; and
- Timely indication and flagging of any potential conflict of interest during the whole evaluation process, and abstention from voting should such conflict of interest arise.

4.4.2 Service Fee

The Organisers will pay a service fee of 1,000 EUR (excluding VAT if applicable) to every Jury Member. The fee will be paid within 30 days after receipt of an eligible invoice of the Jury Member. The total amount of the 1,000 EUR service fee includes and covers all and any taxes and duties that are due, and the Jury Member shall be solely responsible for ensuring that all and any of such taxes are paid by him/her.

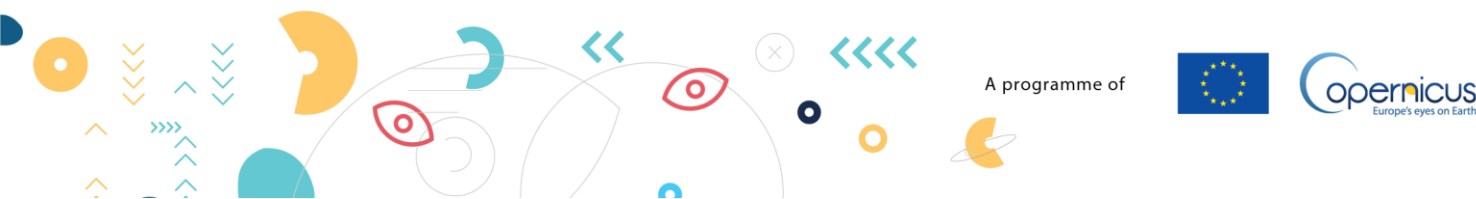
4.5 Personal data and company information shared through your participation

The following personal data may be shared with Open Call Applicants for reasons of transparency: first name, last name, occupation, and company name.

Any other personal data that you share during user registration will not be shared with any parties other than the Organisers and the European Commission. Any other company information shared with the Organisers and the European Commission during the evaluation process will solely serve purposes of executing the Open Call.

4.6 Non-Disclosure of Confidential Information Agreement

This Non-Disclosure Agreement (the “NDA”) is entered into by and between the Organiser, on behalf of the Mentees of the Programme (the “Disclosing Party”) and the Jury Member participating to the Programme (the “Receiving Party”), hereby agreeing to these Terms & Conditions, collectively referred to as the “NDA Parties” for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.



With your participation to the Programme as a Jury Member, you agree to these Terms & Conditions including the provisions of the Non-Disclosure Agreement below. This Non-Disclosure Agreement serves to protect the confidential information of each Mentee of the Programme.

4.6.1 Definition of Confidential Information

For purposes of this NDA, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party (representing the participating Mentees) are engaged and which is maintained with confidentiality. This includes but is not limited to proprietary trade secret information contained within and relating to Disclosing Party’s business plan, including but not limited to: business description, marketing plan, sales revenue forecast, profit and loss forecast, capital spending plan, cash flow forecast, future trends, personnel plan, business goals, personal financial statement, supporting documents and information conveyed in writing or in discussion that is indicated to be confidential.

4.6.2 Non-Disclosure

Receiving Party will treat Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Without Disclosing Party’s prior written consent, Receiving Party will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information.

4.6.3 Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this NDA. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4.6.4 Exclusions from Confidential Information

This NDA does not apply to any information that: (a) was in Receiving Party’s possession or was known to Receiving Party, without an obligation to keep it confidential, before such information was disclosed to Receiving Party by Disclosing Party; (b) is or becomes public knowledge through a source other than Receiving Party and through no fault of Receiving Party; (c) is or becomes lawfully available to Receiving Party from a source other than Disclosing Party; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.

4.6.5 Time Periods

This NDA and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until 31 December 2023 or until whichever of the following occurs first: (a) Disclosing Party sends Receiving Party written notice releasing it from this NDA, or (b) Confidential Information disclosed under this Agreement ceases to be a trade secret.

4.6.6 No Rights Granted

This NDA does not constitute a grant or an intention or commitment to grant any right, title or interest in Confidential Information to Receiving Party.

4.6.7 General provisions

(j) **Relationships.** Nothing contained in this NDA shall be deemed to constitute either NDA Party a partner, joint venturer or employee of the other NDA Party for any purpose.

- (k) **Severability.** If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted so as best to affect the intent of the parties.
- (l) **Integration.** This NDA expresses the complete understanding of the NDA Parties with respect to the subject matter and supersedes all prior related proposals, agreements, representations, and understandings. This NDA may not be amended except in a writing signed by both parties.
- (m) **Waiver.** The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.
- (n) **Injunctive Relief.** Any misappropriation of Confidential Information in violation of this NDA may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party.
- (o) **Indemnity.** Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this NDA.
- (p) **Governing Law.** This NDA shall be governed in accordance with the laws of the State of Belgium.
- (q) **Jurisdiction.** The NDA Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Belgium in any action arising out of or relating to this NDA. The NDA Parties waive any other venue to which either party might be entitled by domicile or otherwise.
- (r) **Successor and Assigns.** This NDA and each NDA Party's obligations shall be binding on the representatives, assigns and successors of such NDA Party.



5 Termination

We may terminate your participation to the Programme in written (by letter or e-mail) without limitation if you breach these Terms & Conditions. This termination will take effect immediately after such termination letter or e-mail has been sent, with the date indicated on post or time stamps as legal basis. Upon termination, your right to benefit from the Programme will immediately cease.

If you wish to terminate your participation to the Programme, you may do so in written (by letter or e-mail). This termination will take effect immediately after such termination letter or e-mail has been sent.

If an Applicant Mentee has not been selected for participation as Mentee to the Programme, following the selection procedures as indicated in 2.3, the Applicant Mentee's participation will cease automatically. If an Applicant Mentor has not been validated for participation to the Matchmaking Process as indicated in 3.2.2, the Applicant Mentor's participation will cease automatically.

We may terminate the Mentor participation to the Programme in written (by letter or e-mail) without limitation if the matched Mentee's participation to the Programme ends. This termination will take effect immediately after such termination letter or e-mail has been sent, with the date indicated on post or time stamps as legal basis. Upon termination, your rights as a Mentor in the Programme will immediately cease.

All provisions of the Terms & Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and Non-Disclosure Agreements.

We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.



6 General Clauses

6.1 Accounts

When you create accounts on our Platforms, you must provide us information that is accurate, complete and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Platforms and your participation to the Programme.

You are responsible for safeguarding the password that you use to access the Platforms and for any activities or actions under your password, whether your password is with our Platforms or a third-party service.

You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

You may not use as a username the name of another person or entity that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

6.2 Copyright policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Platforms infringes the copyright or other intellectual property of any person (“Infringement”).

If you are a copyright owner, or authorised on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes a copyright infringement that is taking place through the Platforms, you must submit your notice in writing to the attention of “Copyright Infringement” of hello@accelerator.copernicus.eu and include in your notice a detailed description of the alleged infringement, as well as the following information:

- Your name and address;
- Details of the alleged breach of copyright; and
- URL link to the alleged breach of copyright (if applicable)

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresenting that any content is infringing your copyright.

6.3 Intellectual property

The Programme, the Platforms and their original content (excluding Content provided by Mentees, Mentors, Mentee Applicants, Mentor Applicants), features and functionality are and will remain the exclusive property of the Organisers. The Programme and the Platforms are protected by copyright, trademark, and other laws of Belgium. Our trademark and trade dress may not be used in connection with any product or service without the prior written consent of the Organisers. Nothing in these Terms constitutes a transfer of any Intellectual Property rights from us to you.

You are permitted to use the Programme and the Platforms only as authorised by us. Our Intellectual Property must not be used in connection with a product or service that is not affiliated with us or in any way brings us in disrepute.

You must not modify the physical or digital copies of any Content you print off or download in any way, and you must not use any illustrations, photographs, video or audio, or any graphics separately from any accompanying text.

As a user of the Platforms, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Platforms to create, display, use, play and download Content subject to these terms.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by any other users on the Platforms are those of the respective authors or distributors and not of us.

Any images taken by the organisers during programme and/or during the bootcamps of the programme are and remain the property of the Organisers and the European Commission. You may not print, copy, reuse or distribute these images without the permission of the Organisers.

6.4 Links to other sites

Our Programme and Platforms may contain links to third-party websites or services that are not owned or controlled by the Organisers.

The Organisers have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Organisers shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We only provide links to external websites as a convenience, and the inclusion of such a link to external websites does not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the internet, you do so at your own risk.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

6.5 Indemnification

As a condition of your participation to our Programme, and/or access to and use of our Platforms, you agree to indemnify us, our Partners and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of related to your participation to the Programme and access to and use of the Platforms, or your breach of these Terms & Conditions and any applicable law or the rights of another person or party.

This indemnification section survives the expiration of your registration and applies to claims arising both before and after the registration ends.

6.6 Limitation of liability

You agree that we shall not be liable for any damages suffered as a result of participating in the Programme and/or using the Platforms, as well as copying, distributing or downloading Content from the Programme and Platforms.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) through your application to the Programme on the Platforms, or through your participation in the Programme, however it arises, whether for breach of contract or in tort, even if the possibility of such damage has been previously advised of.

In no event shall we be liable for any claims by a third party in tort or contract, including, but not limited, to any misleading statements made and/or incorporated into any Content provided by third parties, such as manufacturers and wholesalers, and users of the Platforms. It is your sole responsibility to ensure the accuracy of the data inputted on the Platforms.

You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Platforms and will not make a claim against us for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Platforms. You must not assign or otherwise dispose of your account to any other person.

6.7 Disclaimer

Your participation to the Programme or your use of the Platforms is at your sole risk. The Programme and its Platforms are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. The Programme and its Platforms are provided on an "AS IS" and "AS AVAILABLE" basis.

The Organisers do not warrant that a) the Programme or Platforms will function uninterrupted, secure or available at any particular time or location; or b) the results of participating in the Programme or using the Platforms will meet your requirements. The Organisers also do not warrant that a) any errors or defects in the Platforms will be corrected; b) the Platforms are free of viruses or other harmful components.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorised access or, alteration of or use of record in connection with the use or operation of the Platforms, whether for breach of contract, tortious behaviour, negligence or any other cause of action.

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on the Platforms for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Platforms or that the operation of the Platforms will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Platforms.

6.8 Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

6.9 Governing law

These Terms & Conditions shall be governed and construed in accordance with the laws of Belgium, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms & Conditions will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms & Conditions will remain in effect. These Terms & Conditions constitute the entire agreement between us regarding our Programme and supersede and replace any prior agreements we might have between us regarding the Programme.

6.10 Changes

We reserve the right, at our sole discretion, to modify or replace these Terms & Conditions at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect.

It is your sole responsibility to periodically check these Terms & Conditions for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Platforms or participating in the Programme. Your continued use of the Platforms or participation in the Programme will be deemed as your acceptance thereof.

6.11 Contact us

If you have any questions about these Terms, please contact us at hello@accelerator.copernicus.eu.

