



EU GLOBAL ACTION  
ON SPACE

# Terms and Conditions for EU Participants





## Contents

- 1 Introduction and Service Objectives ..... 3**
  - 1.1 Education.....4
  - 1.2 Matchmaking.....4
  - 1.3 Coaching & Consulting.....4
- 2 Participation ..... 4**
- 3 Cooperation Agreement ..... 5**
- 4 Representations, Assumptions, and Provision of Information ..... 5**
- 5 Applicant Ethics..... 5**
- 6 Eligibility Criteria ..... 6**
- 7 Withdrawal from the Service ..... 6**
- 8 Funding..... 6**
- 9 Timeline..... 7**
- 10 Data Protection and Compliance with the GDPR..... 7**
- 11 Governing Law and Jurisdiction..... 7**
- 12 Disclaimer ..... 8**
- 13 Changes ..... 8**
- 14 Miscellaneous ..... 8**
- 15 Contact ..... 9**
- 16 ANNEX. Application Form for entities established in the European Union ..... 9**





## 1 Introduction and Service Objectives

Please read the Terms and Conditions for EU Participation (“EU Terms”, “Terms and Conditions”) carefully before:

- Applying for the Business Coaching Service as an EU entity or SME through the Service’s Open Calls (“the Open Call”) via the EU Global Action on Space platform (the platform),

The Business Coaching Service (further “the Service”), including its components such as the Open Call and Webinars, is an integral part of the EU Global Action on Space project initiated and funded by the European Commission (further “the EC”), Service for Foreign Policy Instruments (FPI).

The Service’s open calls will be conducted on the public part of the platform (further “public part” or “webpage”). The application process will be managed through the closed part of the platform (further “closed platform”) as well as all related Business Coaching Service activities.

The EU Global Action on Space is implemented by a consortium of legal entities consisting of:

- Roland Berger GmbH – lead (Germany)
- RHEA Systems S.A – (Belgium)
- MCI Benelux SA (Belgium)
- Ingeniería de Sistemas para la Defensa de España S.A., S.M.E., M.P. (Spain)
- Pildo Consulting SL (Spain)
- AZO Anwendungszentrum GmbH Oberpfaffenhofen (Germany)

The Service is implemented by the consortium partner AZO Anwendungszentrum GmbH Oberpfaffenhofen (further “the Coordinator”, “us”, “we”, “our”). The duration of the EU Global Action on Space project is from 1 June 2021 until 31 May 2024.

This Terms and Conditions apply to entities established in one of the following 27 European Union Member States:

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden (further “EU entities”).

For more information about additional eligibility criteria for EU entities, see paragraph 6.

The application for, access to, participation or involvement in the Service is conditioned on the acceptance of and compliance with these Terms. These Terms apply to all applicants to the Service. The applicants shall confirm that their company is registered in one of the 27 European Union Member States. Furthermore, the applicants shall be legally capable of entering into binding commercial contracts.

For entities established outside the EU (further “non-EU entities), please see the Terms and Conditions for non-EU Participants.



The Service is designed to help participating EU entities to find suitable international business partner(s) and support their cooperation by offering consulting and various support, leading to signing of a commercial cooperation agreement. For this purpose, a three-step process will be put in place, ensuring that the participants get the necessary knowledge about the EU Space Programmes, receive essential information about the region of interest, find the best suitable international partner(s) and secure individual coaching and consulting from the Service's Global Expert pool (see paragraph 1.3).

The ultimate objective of the participation in the Service is a closure of a commercial cooperation agreement between an EU and a non-EU entity.

The Service is built on three main pillars:

### 1.1 Education

As the first pillar in the Service, EU entities will enter a training and education module. It has been created to help participating EU entities so close gaps in their internationalisation strategy related to a specific geographical region as well as prepare them for matchmaking with relevant non-EU partner entities.

### 1.2 Matchmaking

After each open call cut-off date, there will be a matchmaking event: a moderated online networking event to connect participants from respective EU and non-EU countries. Matchmaking among EU participants is not part of this Service. EU entities may be invited to multiple networking events with entities from different non-EU regions, in line with their interest showed in the application form for the open call. EU and non-EU entities will have up to two months to complete the matchmaking.

### 1.3 Coaching & Consulting

After a successful matchmaking, selected matched entities will be offered three months of tailored coaching from the organisers (to help with identifying gaps, areas of attention, milestones & timeline, etc.) and individual consulting from the Service's Global Expert pool. The selection is under the discretion of the EC.

All participants agree on being surveyed during the full course of the Service.

## 2 Participation

To participate in the Service, any eligible business entity (see 6 Eligibility Criteria) must complete the following steps:

- Step 1. Registration. Apply for the Service's open call.
- Step 2. Evaluation & Selection. Receive a notification and complete the registration on the Service's closed platform.
- Step 3. Education. Participate in all educational activities.
- Step 4. Matchmaking. Participate in tailored networking events and find a business match for international cooperation.
- Step 5. Coaching & Consulting for selected matched entities. Receive individual support from the Service's Experts Pool on business and technical aspects of internationalisation. (see paragraph 1.3)
- Step 6. Agreement. Conclude an international commercial cooperation agreement.



The Application Form can be found in Annex to this document for Participants' reference (paragraph 16).

### 3 Cooperation Agreement

It is expected that participants sign a commercial cooperation agreement with their international counterpart(s) by the end of the Service, should they find a suitable partner. However, neither the EC, nor the Coordinator will be involved in any form into the agreement.

### 4 Representations, Assumptions, and Provision of Information

The information on the Service's website and in the application form template is provided to assist applicants in participating in the process. It is not intended as a basis for any commercial decisions by the applicants and should not be considered a commercial recommendation by the EC or the Coordinator or any of its advisers.

Applicants are responsible for undertaking any investigations they consider necessary to verify any information provided to them during the Service. Applicants must form their own opinions by making investigations and taking advice they deem appropriate regarding their open call applications, educational and matchmaking suggestions, any associated information, and any responses they receive to their questions from the Coordinator or members of the Service's Global Expert pool.

Applicants should form their own conclusions about the methods and resources needed to build an international commercial collaboration. Neither the EC nor the Coordinator assume liability for statements, representations, writings, dialogue, understandings, or information provided in connection with the Service's process. Furthermore, neither the EC nor the Coordinator accept responsibility for any assumptions and calculations made by applicants regarding the resources necessary to meet the Service's requirements.

Applicants must provide the Coordinator with information that enables it to monitor their progress during the Service and one year after. Applicants agree to fulfil the Coordinator's requests to provide it with information about their entities for statistical purposes.

The EC and the Coordinator shall treat as confidential all information contained in the applications. The submitted applications will be protected against any access by unauthorised third parties. The personnel assigned to organise the Service, as well as all members of the Service's Global Expert pool will be required by contract to treat all related matters as confidential.

All the personal data of the participants will also be treated as confidential. Applicants should, however, be aware of the Coordinator's obligations and responsibilities, which may compel it to disclose information provided by applicants in connection with this Service.

By applying to the Service, applicants agree to provide information for promotional and marketing purposes. Selected information may therefore be published through the social media channels and websites of the EC and the Service, or relevant press releases, upon authorisation by the applicant.

### 5 Applicant Ethics

Applicants are responsible for ensuring their compliance with the ethical and legal principles of the Service:



- The information provided in the application forms must be correct and complete.
- Applicants intend to make an international commercial collaboration with eligible entities out of one of the eight participating non-EU regions.
- Applicants should act proactively to find a suitable business partner during the Service.
- Participants commit to fulfil the Service with respect to its deadlines: participate in live educational webinars, study educational videos, actively participate in matchmaking webinars and in other activities foreseen in the Service.

By submitting their applications, participants affirm that they will not violate the rights of any third party. Should any third-party rights nonetheless come to light, participants further affirm that neither the Coordinator nor the EC shall be held liable for any amount of resulting damages or claims. The Coordinator and the EC shall thus be exempt from any third-party claims.

## 6 Eligibility Criteria

An EU entity meeting the following criteria is welcome to apply:

- Legally established and based in one of the European Union Member States
- Priority will be given to Small and Medium-Sized Enterprise (SME) according to the [EU definition](#)
- Operates or is willing to operate in the space sector, or uses or is willing to use, space data, technologies, services, or applications
- Demonstrates 3 years of financial figures (turnover, net profit, total balance)
- Demonstrates or is willing to demonstrate export outside domestic market (divided into EU and non-EU).

Only single entities are eligible to participate.

Only 100% completed application forms will be considered for the Service.

The completed proposals will be validated during one of the cut-off periods (see paragraph 9).

## 7 Withdrawal from the Service

The applicants have the right to withdraw from the Service at any time by providing the Coordinator with a written notice in free form.

## 8 Funding

All Business Coaching Services are free of charge. No additional funding, or any financial grants are foreseen for participants in this Service.



## 9 Timeline

The candidates can apply for the Service at any time within 24 months, starting from 15.12.2021. The following key periods shall be considered:

- Open call: ongoing submission from 01.12.2021 till 30.11.2023
- Cut-off and validation periods:
  - March 2022, June 2022, September 2022, December 2022, March 2023, June 2023, September 2023, December 2023
- On-boarding to the Service and educational webinars:
  - April 2022, July 2022, October 2022, February 2023, April 2023, July 2023, October 2023, February 2024
- Networking and matchmaking events:
  - April 2022, July 2022, October 2022, February 2023, April 2023, July 2023, October 2023, February 2024
- Assigned individual coaching and consulting: ongoing from 01.05.2022 till 31.05.2024

## 10 Data Protection and Compliance with the GDPR

The EC and the Coordinator are committed to complying with EU General Data Protection Regulation (GDPR) in processing participants personal data related to the Service. All participants' personal data shall be handled exclusively in a Member State of the European Union. Any transfer of personal data to a third country is prohibited. The obligations related to personal data protection will remain in effect for an unlimited period or as long as prescribed by applicable law.

By applying, participants agree to comply with the GDPR regarding all personal data that might be included in their applications or used during the Service. Should this condition be violated, the applicant in question will be the only liable party. Neither the EC nor the Coordinator will accept any related responsibilities.

All applications to the open call will be handled according to the privacy policy regulations of the Service (these are available at [www.eu-global-space.eu](http://www.eu-global-space.eu)).

## 11 Governing Law and Jurisdiction

These Legal Terms and Conditions are subject to the material laws of Belgium. The place of jurisdiction for all legal disputes arising from or otherwise related to these terms is Brussels, Belgium.

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 Service and supersede and replace any prior agreements we might have between us regarding the Service.



## 12 Disclaimer

Your participation to the Service or your use of the Platforms is at your sole risk. The Service 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 Service and its Platforms are provided on an "AS IS" and "AS AVAILABLE" basis.

The Organisers do not warrant that a) the Service or Platforms will function uninterrupted, secure, or available at any particular time or location; or b) the results of participating in the Service 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.

## 13 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 Service. Your continued use of the Platforms or participation in the Service will be deemed as your acceptance thereof.

## 14 Miscellaneous

Applications to the Service must be submitted in English. All communication related to the Service shall also be conducted in English. Any complaints regarding the validation decisions made shall be arbitrated by the EC. The Coordinator and the EC reserve the right to modify these terms at any time.

The Coordinator may at any time request further supplemental information from applicants to verify or clarify any aspects of their submission or other information they may have provided. A failure to provide supplemental or clarifying information to the Coordinator by a stated deadline may result in the applicant being disqualified from the Service.





## 15 Contact

For more information on the Service, please visit: [www.eu-global-space.eu](http://www.eu-global-space.eu)

For further questions about the Service, please contact: [businesscoaching@eu-global-space.eu](mailto:businesscoaching@eu-global-space.eu)

## 16 ANNEX. Application Form for entities established in the European Union

Welcome to the EU Global Action on Space Open Call! Please provide us with as detailed information as possible to increase your chances for successful participation in the EU Global Action on Space Business Coaching Service! You can save your application at any time, edit it, and complete it later. The next cut-off date for an evaluation is on, and the ultimate deadline is 30 November 2023. Your application will be considered for business matchmaking and coaching only when it is 100% complete. Fields marked with an asterisk (\*) are mandatory. In case you encounter any problems or have questions, don't hesitate to get in touch with us via [businesscoaching@eu-global-space.eu](mailto:businesscoaching@eu-global-space.eu).

### 1. Registration page

- 1.1 Contact person's First Name\*
- 1.2 Contact person's Last Name\*
- 1.3 Country of your company's legal registration \*
- 1.4 Contact person's Email\*
- 1.5 Box "I accept the Privacy Policy"\*
- 1.6 Box "I accept the Terms of Participation"\*
- 1.7 Choose a password\*
- 1.8 Confirm your password\*

### 2. Contact person's details

- 2.1 Your position in the company\*
- 2.2 Your phone number\*
- 2.3 How did you find out about the EU Global Action on Space? \* (multiple choice)
  - Social Media
  - EU Global Action on Space webpage
  - Online news source
  - Other (Please specify) \_\_\_\_\_



### 3. Company's details

3.1 Company's Name\*

3.2 Legal address: \*

- Street
- Postal code
- City
- Country

3.3 Mailing address: \* (option to tick a box "the same as legal address")

- Street
- Postal code
- City
- Country

3.4 Business organisation form\* (single choice)

- Privately owned company
- Publicly owned company
- Non-profit organisation
- Public institution (university, research centre, governmental agency, etc.)
- Other (please specify) \_\_\_\_\_

3.5 Company's Webpage\*

3.6 Company's registration number\*

3.7 The year your company was founded \*

3.8 Number of employees\*

3.9 Turnover\*

In 2018

In 2019

In 2020

3.10 Net profit\*

In 2018



In 2019

In 2020

**3.11 Total balance\***

In 2018

In 2019

In 2020

**3.12 Is your company a: \* (multiple choice)**

- Manufacturer
- Service Provider
- Software Developer
- Other (please specify) \_\_\_\_\_

**3.13 Export outside domestic market\* (single choice)**

- Export within the EU
- Export outside the EU
- Export both, within and outside the EU
- Don't export but willing to do
- Don't export and don't intend to

**3.14 Please write here a short motivation statement on why your company should be considered for this Business Coaching Service.\* (free text, limit 500 characters)**

**4. Description of activity**

In this section, please describe up to three products or services your company offers.



4.1 Please briefly describe here your product/ service in non-technical language\* (free text, limit 500 characters)

4.2 Field of your technology application related to the product/ service described in 4.1. \* (multiple choice, limited up to 5 options)

- Agriculture & Food
- Automotive
- Aviation
- Biodiversity & Environmental Protection
- Climate & Energy
- Culture & Entertainment
- Disaster Management
- Education
- Finance
- Fishery
- Forestry
- Information & Communication
- Infrastructure
- Insurance
- Materials and Mining
- Media
- Medtech
- Oil & Gas
- Other Manufacturing
- Pharmaceutical
- Public Service
- Renewable Energy
- Safety & Security
- Semiconductors & Electronics
- Space:
  - Earth Observation
  - > upstream



- > mid-stream
- > downstream
- GNSS (Navigation)
- > upstream
- > mid-stream
- > downstream
- Sport
- Territorial Management & Urban Planning
- Tourism & Leisure, Cultural Heritage
- Trade & Retail
- Transport & Mobility
- Water Management & Marine Sciences

4.3 Please indicate a Technology Readiness Level (TRL) of your product or service. \* (single choice)

- Experimental proof of concept (TRL 3)
- Technology validated (TRL 4-5)
- Prototype demonstrated (TRL 6-7)
- System proven (TRL 8)
- Solution available on domestic market (TRL 9)
- Solution available for international markets (TRL 9)

4.4 Is your product or service also intended for defence use? \* (single choice)

- Yes
- No

4.5 Is your product/ service subject to specific export or other regulations? (European Union / national) \* (single choice)

- Yes. If so, please state which:
- No

## 5. General questions

5.1 What kind of international experience does your company have? Please, choose the most relevant option\* (single choice)

- Business partners on domestic market only
- Business partners abroad but on the same continent



- Intercontinental but not global - own at least one legal entity outside your headquarters, e.g. sales subsidiary abroad
- Global business - own foreign legal entities e.g. production facilities

5.2 At which life stage is your company now? \* (single choice)

- < 2 years
- 3-5 years
- 6-9 years
- > 10 years

5.3 Do you have capabilities for international expansion? \* (single choice)

- No employees with international experience/responsibility
- Employees with project-based international experience/responsibility
- Dedicated person for internationalization
- A dedicated department for international business development

5.4 Do you have budget allocated for international expansion? \* (single choice)

- No budget for internationalization
- Planned funding for internationalization
- Dedicated budget for internationalization
- Yearly budget for internationalization in place

5.5 What is the current stage of your company's internationalisation at this moment? \* (single choice)

- No intention prior to the Business Coaching Service
- Planned intention for a foreign market entry
- Implementation of expansion on international markets
- 1-2 established international cooperations
- Established multi-national market presence

5.6 How experienced is your company in building and maintaining international partnerships? \* (single choice)

- Only collaboration with domestic partners
- First collaboration with 1-2 international partners
- Doing business with 3-5 international partners / planned partner management
- Doing business with 5-10 international partners / established partner management
- Multiple international partners / established partner management

5.7 How long does your company have international experience? \* (single choice)

- None
- 2 years
- 2-5 years



- 5-10 years
- More than 10 years

5.8 Please indicate your experience in tax / legal area: \* (single choice)

- Domestic experience only
- Superficial information about the international law
- Known tax / legal requirements and regulations
- Established processes for international tax / legal proceedings
- Optimized processes for international tax / legal proceedings

5.9 Please choose up to 3 geographical areas you are most interested in working with: \*  
(multiple choice possible; please specify countries if known interest)

- Africa – countries:
- Asia – countries:
- North America – countries:
- European Neighbourhood East & South – countries:
- The Pacific – countries:
- Central America & the Caribbean – countries:
- South America – countries:
- Gulf countries – countries:

**Version 2.0, created on 23 November 2021**