

**European Space Agency (ESA) – European Geosciences Union (EGU)  
Earth Observation Excellence Award**

**Terms and Conditions**

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Welcome to the European Space Agency (ESA) – European Geosciences Union (EGU) Earth Observation Excellence Award (EO Excellence Award). This award recognises outstanding achievements of early career researchers who have contributed to the innovative use of Earth observation data and/or technology or methods. The focus of these achievements should be on the use of Earth Observations by European satellites in the field of science and applied research. The purpose of this initiative is to encourage, support and promote scientific excellence in accordance with the objectives of the ESA and its contributions from space to climate change challenges.

Please read carefully the following General Terms and Conditions.

By participating in the Award, the Nominators and Nominees (as defined below) – agree to be bound by these Terms and Conditions and other conditions, including privacy notices, released on the Competition Website as well as by any decision taken by the Organisers in the context of this Award Programme. The terms used with capitals herein are defined in the final section of these Terms and Conditions.

**I. ORGANISATION OF THE AWARD – ROLES**

- (1) Organisers: This Award Program is launched by the European Space Agency, through its Directorate of Earth Observation Programmes, together with the European Geosciences Union. ESA and EGU are seeking scientific achievements of excellence, based on Earth Observations made by European satellites.

Together, ESA and EGU will contribute to the organisation of the Award Program by:

- a. proposing members for the Award Selection Committee for the consideration of the Appointing Authority, as per Section 3.2 below.
  - b. promoting the Award Program through their webpages (e.g. ESA EO Portal, [www.eoxcellence.com](http://www.eoxcellence.com), EGU Website) and social media channels
  - c. inviting the Awardee to attend, on free of charge basis, the EGU General Assembly in 2021 during which the Award Ceremony will be held.
- (2) ESA shall act without EGU involvement in those instances where these Terms and Conditions refer to ESA only.

**II. ELIGIBILITY - EXCLUSIONS**

- (1) Eligible Participants.

Any eligible individual or team must be nominated (“**Nominee(s)**”) by another person (“**Nominator**”) for an Award under these Terms and Conditions, subject to the eligibility and exclusion conditions and, generally, in compliance with these Terms and Conditions.

Except as otherwise mentioned in Section II (2) below, the Award Program is open only to researchers to be nominated who fulfil, cumulatively, the following **Eligibility Conditions**:

- a. are researcher(s) in the early phases of their careers (max. 10 years equivalent after receiving their highest degree qualification, i.e. BSc, MSc or PhD) and have already contributed to the innovative use of Earth observations, with a focus on the use of European datasets in the field of science and applications. In the case of a team, the majority of the team should be in the possession of their highest degree qualification for no longer than 10 years equivalent;
- b. are resident(s) of one of the ESA Member States<sup>1</sup>, Slovenia or Canada;
- c. have agreed as an individual or a Team lead on behalf of a Team to be nominated for this Award by providing the Nominee Authorisation, under modalities set forth in **Section IV** herein;

in case of a Team, all team members must have worked on the same project, taken into account in the Nomination and must fulfil the eligibility conditions and not fall under any exclusion set forth in these Terms and Conditions. In the case of the residence, more than half of the team members have to be residents of one of the ESA Member States, Slovenia or Canada; Furthermore, a team lead must be assigned for the purpose of representing the Team during the nomination process. The maximum number of team members is 5 for the purpose of this Award.

## (2) Exclusion Cases

The following are not eligible to be nominated for the Award:

- a. The Nominator themselves, or immediate family members of the Nominator. Self-nominations are not permitted;
- b. ESA staff members or contractors and EGU staff and Council members or contractors; they are not eligible to be nominated for the Award during their terms of service and one year after the term is finished (meaning that the nomination for these individuals cannot be accepted during their term, but can be accepted the subsequent year after the term ended);
- c. Any member of the Award Selection Committee.
- d. Any individual who is subject to rules, restrictions or guidelines regarding competitions, gifts, prizes, awards, contests etc.;
- e. Any individual who received an EO Excellence Award in the past.
- f. Any individual or team which is in any of the following cases:
  - i. They have acted, or is suspected of acting, in a manner inconsistent with the Organisers’ reputation, status and interests including cases of scientific misconduct;
  - ii. They have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity;

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<sup>1</sup> As of July 2020 the Member States are Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, The Netherlands, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland and the United Kingdom.

- iii. They have violated, or is suspected of violating, or contributed to the violation of the Intellectual Property Rights of a Third Party;
- iv. They have sought to negate or restrict, through specific labelling or otherwise, the use of Proprietary Information, data and/or documents supporting the Nomination, as authorised by these Terms and Conditions ;
- v. They have performed, or is suspected of having performed, illegal or unlawful practices (such as corruption);
- vi. They have is subject to a decision preventing him/her from doing business with any of the Organisers.

### III. KEY DATES

- Start date:** The Award Program will start on 01.09.2020 [12:00 GMT]. It shall be announced on the ESA EO Portal and launched on the Award website available at [www.eoexcellence.com](http://www.eoexcellence.com).
- Nomination period:** Nominations will be accepted from the Start Date until 12:00 GMT on **2 November 2020**.
- Evaluation period:** Evaluation of the Nominations shall start in November 2020 and shall end in January 2021.
- Announcement of Winner:** The Awardee (individual or team) shall be announced on the ESA EO Portal and on the Award Website ahead of the Award event at the EGU General Assembly.
- Change in timing:** ESA may change any pre-set dates or schedules as necessary or opportune for ESA and shall update the relevant information on the Competition Website.
- COVID-19 related:** In consideration of measures currently in place or implemented in the future for the Covid-19 pandemic outbreak in many countries, including in ESA Member States (hereinafter "**Covid- 19 Measures**"), which could be subject to change in the course of the application of these Terms and Conditions, the performance by ESA may be suspended, delayed or prevented due to one or more Covid-19 Measures. Nevertheless ESA will make its best efforts to execute the Award Program as planned and to mitigate the effect of Covid19 Measures.

### IV. HOW TO PARTICIPATE

#### (1) Nomination – Acceptance

Any individual may nominate an individual or team which fulfils the Eligibility Conditions (**Section II (1)**) and does not fall in the Exclusion Cases (**Section II (2)**), by submitting a nomination to the Database (collectively "**Nomination**"), **provided that** the Nominator has obtained the Nominee(s)'s acceptance to be nominated under these General Terms and Conditions ("**Acceptance**").

## (2) Modalities – Content.

The Nomination shall be submitted via the Award Website. The Nomination must contain the information required from the Nominator and must be completed latest on 02.11.2020 [12:00 GMT] with the information required from the Nominee, as mentioned below.

The following information must be provided by the Nominator for each nomination:

- a. the first name and surname of each Nominee together with their email address;
- b. PDF Nomination letter (one page). This must clearly detail why the Nominee(s) deserve(s) this recognition, by reflecting the Selection Criteria (paragraph VI. (1)). In particular, the Nomination letter should focus on the Nominee's scientific contributions to the field, their importance, their impact on the discipline and their implications for the future. The new views and insights that have been stimulated by the Nominee's work are particularly relevant.

The following information must be provided by the Nominee for each nomination:

- a. PDF Curriculum Vitae (max. two pages), provided by each Nominee. In case of a Team, by each team member. A summary of the Nominee(s) CV(s), including the name, address, history of employment, qualification degrees (and when obtained), research experience and honours.
- b. PDF Selected bibliography (two pages max.), provided by each Nominee. In case of a Team, by each team member. A list of selected publications by the Nominee that best support the nomination. It should also state briefly the Nominee's total number and types of publications and citations. Related Images, graphics, animations or videos, supporting, explaining or detailing the scientific achievements visually, may also be uploaded by the Nominee, to the extent the Nominee has sufficient title or rights to do so.
- c. In case of a Team, a Team lead must provide a description of the project (max. 2 pages) taken into account in the Nomination that the Team have worked together on. This description should reflect the Selection Criteria (paragraph VI. (1)).

## (3) Declarations – Representations - Warranties

By submitting a Nomination, the Nominator declares that:

- a. to the knowledge of the Nominator, the Nominee fulfils the Eligibility Conditions (**Section II (1)**) and does not fall in the Exclusion Cases (**Section II (2)**).
- b. to the knowledge of the Nominator, the work or project subject to a Nomination is an original work of the Nominee(s) based primarily on European Earth Observation data;
- c. the Nominator fulfils the conditions set forth herein, in particular the conditions referred to in **Section IV (1)** above.

The Nominator may be required to formally declare these at submission, by accepting/clicking in each respective fields.

By accepting to be nominated for the Award, the Nominee(s) is deemed having knowledge of these Terms and Conditions, having accepted them on irrevocable basis and having accepted the use by (or for) Organisers of all information, data, materials etc. provided by

the Nomination or under the performance of this Award Programme for the needs of the programme and related communication purposes.

By participating in this Award Program, the Nominee guarantees that the Nomination does not contain any content which copy, reproduce, plagiarise or otherwise compromises, violates or infringes any copyright or other intellectual property right of any natural or legal person or which may violate any trade secret or confidentiality obligations.

(4) Reject - Disqualification

ESA may reject any Nomination or disqualify any Nominee in case ESA has any reason to believe that any of these Terms and Conditions are not complied with.

In particular – and without limitation - should ESA have a reason to believe that an infringement of a copyright or other intellectual property right or a violation of a trade secret or of a confidentiality obligation may have taken place by any means (including by means of an unauthorized or unlawful distribution, exhibition, or by any unauthorised use of any third party work), then ESA may reject any Nomination or disqualify any Nominee from the Award process.

**V. LANGUAGE**

The language of the Award Program as well as any related communication shall be English unless a prior written permission was given by ESA to submit communication in another language.

**VI. EVALUATION**

(1) Selection criteria

The evaluation criteria, for the selection of the winning individual/team, shall focus on the use of primarily European Earth Observation datasets in the field of science and applications. Excellence, innovation, and international collaboration together with, outreach to other communities shall be in the foreground of these criteria. A successful Nomination will provide proof of scientific excellence in the form of a documented scientific publication record or comparable achievements in the field of EO data processing, applications, engineering or communication and satisfying at least one of the following three criteria:

- Show new approaches, advancements or innovation in the field of EO or related (sub)disciplines;
- Demonstrate a focus on demand driven solutions development - be it relevant for science, industry or society;
- Contribute to opening up new application areas for Earth Observation showing the potential and information content of (mainly) European Earth observation satellite data.

(2) Award Selection Committee

The Award Selection Committee will be made up of senior researchers from ESA Member States, Slovenia and Canada, proposed jointly by ESA and EGU to evaluate Nominations and select the successful Awardee.

The Director of Earth Observation Programmes – or a person to whom he has delegated such authority – shall be the appointing authority for the Award Selection Committee and the final decision authority with respect to the Award. The Director of Earth Observation Programmes, is an ex-officio a member of the Evaluation Panel.

The secretariat of the Award Selection Committee shall be run by ESA.

All members of the Award Selection Committee will be bound by:

- a. confidentiality on the evaluation and the outcome of selection until it is approved and
- b. impartiality and lack of conflict of interest ; in case of conflict of interests, the member of the Award Selection Committee will promptly inform in writing the Director of Earth Observation Programmes or the Award Selection Committee chair, who shall take all the necessary measures to ensure that such potential conflict does not impair the fairness of the evaluation.

In particular, the members of the Award Selection Committee-will be required to declare if they had any personal and/or professional relationship with any Nominee, including:

- a. Known family relationship as spouse, child, sibling, or parent;
- b. Current business or professional relationship;
- c. Past or present association as thesis advisor or thesis student;
- d. Having had substantial collaboration during their professional career;
- e. Current employment at the same institution;
- f. Previous employment at the same institution within the last 12 months;

In case of any conflict of interest with a Nominee, the member of the Award Selection Committee shall refrain from the evaluation procedure.

### (3) Evaluation process.

The Members of the Award Selection Committee:

- a. shall provide their evaluation in the Database ;
- b. will use the competition database in the evaluation and selection process.

All the recommendations made by the Award Selection Committee to the Director of ESA Earth Observation Programmes – or a person to whom he has delegated such authority - shall be considered binding to Nominator and Nominee(s) and final.

### (4) Selection of the Awardee.

The Director of ESA Earth Observation Programmes – or a person to whom they have delegated such authority – shall nominate the Awardee amongst the top scoring Nominee or nominated Teams.

### (5) Notice.

The Award winning Nominee shall be notified upon completion of the evaluation and the selection process by the Director of ESA Earth Observation Programmes – or a person to whom he has delegated such authority.

(6) Conditional Award.

The granting of the Award is conditional upon the acceptance and compliance, by the Nominator and Nominees, of these Terms and Conditions.

ESA reserves the right to withdraw the Award and select another Awardee in case ESA has any reason to believe that any of these Terms and Conditions are not complied with, in particular in case the Nominee has not granted (or the Nominator has not submitted to ESA) the Acceptance referred to in **Section IV (1) c.** of these Terms and Conditions.

In addition, ESA reserves the right to ask the Nominator or the Nominee to execute any document necessary to confirm the rights granted by these Conditions.

(7) Award description.

The Awardee (individual or team) of the EO Excellence Award Program shall receive a free attendance of the EGU General Assembly including travel to- and accommodation in Vienna, Austria.

## VII. RIGHTS GRANTED BY PARTICIPANTS

By participating in this Award Program, the Nominee and the Nominator acknowledge and agree that ESA, EGU and any person acting under their responsibility as well as the Award Selection Committee are authorised to use (including to publish, distribute, share, edit, modify, store, display etc.) any material related to the award for communication and promotional purposes (e.g. by displaying it on ESA EO Portal, on EGU website and the Award Website)

- a. the Nomination and the supporting documentation, including visuals like images, graphics and video material.
- b. the identification data of the Nominees, as submitted by the Nominator and/or by the Nominee in the Award process,
- c. statements or declarations made by the Nominator and/or by the Nominee in connection with the Award Program or process,
- d. any recordings of the voices, images or other attributes of the Nominator and/or by the Nominee collected or performed in connection with the Award Program or process.

This authorisation is granted without a formal declaration being needed in this respect, on a free of charge, perpetual, worldwide and transferable basis, for any Organisers' needs, in particular for:

- a. the verification of the eligibility conditions and of the selection;
- b. for Organisers' Communication purposes, in particular to highlight the Award Program and to promote similar initiatives in the future.

## VIII. INFORMATION – PERSONAL DATA

Personal Data is processed according to the ESA Personal Data Protection Framework. The European Space Agency collects and/or processes personal data to the extent such collection and processing is necessary or useful in the context of this Award and related communication activities.

ESA is subject to a Personal Data Protection framework composed of the following elements:

- a. The Principles of Personal Data Protection, as adopted by ESA Council Resolution (ESA/C/CCLXVIII/Res.2 (Final)) adopted on 13 June 2017
- b. The Rules of Procedure for the Data Protection Supervisory Authority, as adopted by ESA Council Resolution (ESA/C/CCLXVIII/Res.2 (Final)) adopted on 13 June 2017  
The Policy on Personal Data Protection adopted by Director General of ESA on 5 February 2018 and effective on 1 March 2018

Participants are required to comply with ESA Framework on Personal Data Protection available at the following URL: [http://www.esa.int/About Us/Law at ESA/Highlights of ESA rules and regulations](http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations)

## IX. MISCELLANEOUS

### (1) Modification – termination of the Award Program

ESA has the right to modify, suspend, cancel or terminate the Award Program, at any time and without any obligation, liability or responsibility, for any reason, in particular, if the Award Program is not capable of being run as planned or if its requirements are not fulfilled.

### (2) Compliance with Laws and Regulations

All Participants must observe all local, regional, national, and international laws, orders, directives, ordinances, treaties, rules and regulations which may apply to them in connection with all aspects of their participation to the Award Program. Participants are solely responsible for acquiring the appropriate licenses, waivers, or permits from the applicable regulatory bodies or other applicable third parties. Organisers shall in no way be responsible for providing the Participants any advice or counsel, legal or otherwise, with regard thereto.

### (3) Applicable Law and Settlement of Disputes

Except for personal data matters or incidents for which ESA Framework on Personal Data Protection shall apply, and for which ESA Supervisory Authority shall have jurisdiction:

- a. Without prejudice to the applicability of ESA Convention on privileges of ESA, the agreement resulting from acceptance of these Terms and Conditions shall be governed by and shall be interpreted in accordance with the Law of France.
- b. All disputes between Organisers, Nominees and/or Nominators in connection with or arising out of the existence, validity, construction, performance and termination



of this Award Program (or any terms thereof) which the parties cannot resolve amicably within a reasonable period of time, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 arbitrators appointed in accordance with the said rules. The cost of arbitration, including the fees and expenses of the arbitrators, shall be shared equally by the involved parties unless the award otherwise provides. Each involved party shall bear its own representation fees and costs associated with the arbitration. The arbitration proceedings shall be conducted in the English language in Paris (France) and the arbitration award shall be final and binding upon the parties, their successors and assigns which shall comply in good faith with such decision.

#### (4) Limitation of ESA liability

By participating in the Award Program, Nominees and Nominators agree :

- a. that ESA will be liable only for losses resulting from procedural breaches of the Award Program, only in the event of wilful intent (including fraudulent intent) and gross negligence on the part of ESA, provided that the claim is formulated within three (3) months of the date when the first loss occurred. Any claims beyond the above shall be excluded;
- b. to release Organisers from any and all liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, in connection with this Award Program.

#### (5) Modification of the Conditions

These Conditions may be changed by ESA at any time and shall be applicable upon notification of change at least on the Competition Website. The amendments shall be numbered sequentially for the sake of traceability.

### **X. LIST OF ABBRIVIATIONS AND/OR DEFINITIONS**

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|-------------------|---|
| “Agency” or “ESA” | European Space Agency, governed by ESA Convention opened for signature in Paris on 30 May 1975 and available on <a href="http://www.esa.int">www.esa.int</a> , having its Headquarters located at 24 rue du Général Bertrand, CS 30798, 75345 Paris Cedex 07, France. |
| “EGU”             | European Geosciences Union, located at Kastenbauerstr. 2, 81677 Munich, Germany, governed by its Statutes available on <a href="https://www.egu.eu/about/statutes/">https://www.egu.eu/about/statutes/</a> .  |
| “Nominator”       | any person which contributes to the EO Excellence Award by submitting a Nomination under these Terms and Conditions.  |
| “Nominee”         | any Eligible person or team nominated by a Nominator to the EO Excellence Award under these Terms and Conditions.   |

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|---------------------------|---|
| “Database”                | a database made available by a third party licensor, under its own terms and conditions and its own privacy notice available on the Database, used as a tool for collecting nominations from the Nominators.  |
| “Participants”            | means Nominator(s) and Nominee(s).  |
| “Proprietary Information” | Any information or data of financial, personal, commercial or technical nature marked as proprietary, whether it is in written, electronic, photographic, oral and/or any other form relating to and/or disclosed by or on behalf of the disclosing party to the receiving party, pursuant to these Terms and Conditions. |
| “EO Excellence Award”     | European Space Agency (ESA) – European Geosciences Union (EGU) Earth Observation Excellence Award to which these Terms and Conditions apply.  |
| Award Website             | means either the website accessible at the following URL <a href="http://www.eoxcellence.com">www.eoxcellence.com</a> and/or the Database.  |
| “Organisers”              | ESA and EGU.  |
| “Awardee”                 | the Nominee(s) selected as a winner of the EO Excellence Award, in accordance with these Terms and Conditions.  |