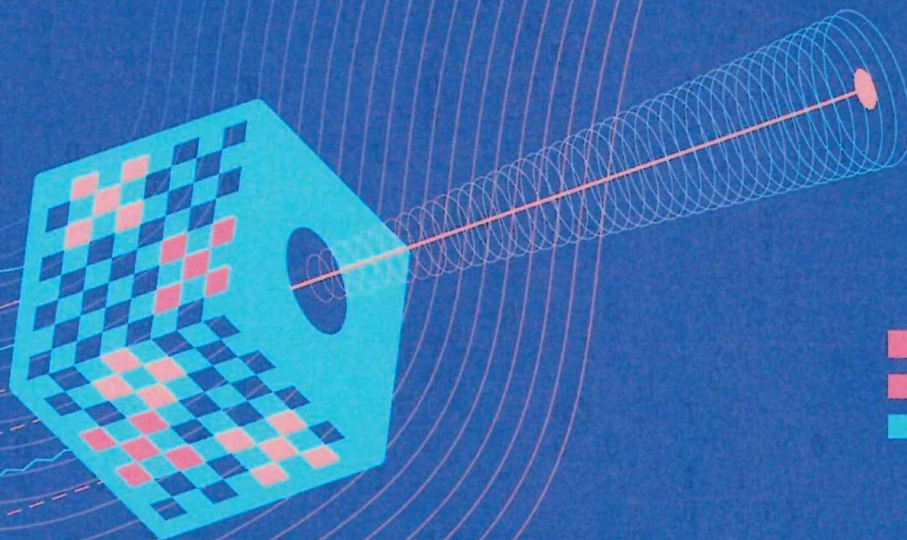




CASSINI #EUSpace
Hackathons & Mentoring



Local Organiser Agreement

8th CASSINI Hackathon

Implemented by

VERHAERT | MASTERS IN INNOVATION

NOVASPACE



CASSINI
Hackathons & Mentoring

THIS SERVICE AGREEMENT dated 07/08/2024 (hereinafter referred to as the "Agreement")

BETWEEN

the consortium led by

Verhaert New Products & Services NV, a company organised and existing under the laws of Belgium, with its head office located at:

Hogenakkerhoekstraat 21, 9150 Kruibeke, Belgium

with the co-contractor

SpaceTec Partners SRL, a company organised and existing under the laws of Belgium, with its head office at:

Avenue Louise 89, 1050 Brussels, Belgium

(hereinafter jointly referred to as the "**Coordinator**")

AND

the subcontractor

PRAZSKY INOVACNI INSTITUT, Z U

a company organised and existing under the laws of Czechia, with its head office located at:

MARIANSKE NAMESTI 2/2 STARE MESTO, PRAGUE 1, 11000

(hereinafter referred to as the "**Local Organiser**")

(each referred to as a "**Party**", collectively referred to as the "**Parties**")

HAS BEEN CONCLUDED, following the "Call for local organisers for the 8th CASSINI Hackathon on 22-24 November 2024" as described in the "Application Guide for Local Organisers" (Annex 1) that has been issued by the Coordinator; and the "Application Template" (Annex 2) and "Budget Template" (Annex 3) that have been submitted by the Local Organiser.

WHEREAS the Coordinator has been contracted by the European Union, represented by the European Commission, and the European Union Agency for the Space Programme (hereinafter referred to as the "**Principal**") for the implementation of the "CASSINI EU Space Hackathons & Mentoring 2024-2026".

WHEREAS the Coordinator will organise the 8th CASSINI Hackathon event from 22 to 24 November 2024 or on behalf of the Principal; for which the Coordinator will work with up to ten local organisers, that each will host a local hackathon within the overall hackathon event.

WHEREAS the Coordinator has issued an open call for local organisers for the 8th CASSINI Hackathon that accepted applications until the 9th of June 2024; the Local Organiser has submitted a valid application to host a local hackathon in Czechia; the Coordinator and the Principal have, following the evaluation process, selected the Local Organiser to host the local hackathon in Prague, Czechia (hereinafter the “Local Hackathon”) as part of the 8th CASSINI Hackathon, including contributions to the Big Ideas Campaign and Demo Day.

THEREFORE the Coordinator and the Local Organiser have agreed as follows:

Services

The Local Organiser will provide Services to the Coordinator, as follows:

- The Local Organiser will plan, prepare and run a Local Hackathon. This includes but is not limited to the following activities:
 - General event planning, preparation, execution and follow-up;
 - Leveraging support from partners from the local ecosystem;
 - Attracting, signing up and onboarding high-quality participants;
 - Facilitating the ideation and team formation process prior to the hackathon;
 - Facilitating the hacking process and coaching the teams during the hackathon;
 - Supporting the participants and teams with the right expertise;
 - Organizing the local pitch contest and local award ceremony;
 - Answering questions from and engaging with participants, people interested in participating and other actors interested in the Local Hackathon;
 - Undertaking any additional promotion actions, in particular via existing channels and networks, that are needed to have a successful Local Hackathon, in accordance with the local media strategy that will be agreed upon with the Coordinator.
- The Local Organiser will ensure proper integration between the Local Hackathon and the overall hackathon event. This includes but is not limited to the following requirements:
 - Ensure alignment of the Local Hackathon’s programme with the overall hackathon event’s programme, which will be provided by the Coordinator;
 - Use the online platforms, such as the website, community platform, hackathon platform, event platform, the cloud infrastructure and other common tools, that will be provided by the Coordinator;
 - Ensure a working setup for video capturing and streaming at the Local Hackathon, using the equipment that will be provided by the Coordinator or other equipment;
 - Have a dedicated media coordinator available during the hackathon, to provide local video content for the live stream of the overall hackathon event.



- The winners' announcement for all 10 locations will be made by the central broadcast first. Local Organizers must synchronize their activities to accommodate this schedule.
- After the central broadcast has announced the winners, each Local Organizer will proceed with their own local winners' ceremony.
- Local Organizers must be prepared to smoothly transition from the central broadcast back to local programming for the ceremony.
- The Local Organiser will ensure a fair competition at the local level and contribute to a fair overall competition. This includes but is not limited to the following requirements:
 - Participation in the Local Hackathon must be free and without charges;
 - Ensure alignment of the Local Hackathon's competition rules with the overall hackathon event's competition rules, which will be provided by the Coordinator;
 - Use the common theme and challenges, that will be provided by the Coordinator.
- The Local Organiser is encouraged to take any additional actions to make the theme and challenges relevant to participants in the Local Hackathon, including providing localised datasets in addition to those that will be provided by the Coordinator.
- The Local Organiser will host one or more virtual sessions for potential participants as part of the Big Ideas Campaign that runs in the weeks preceding the Local Hackathon.
- The Local Organiser will support the local winners and engage other participants to participate in the Demo Day following the Hackathon Weekend.
- The Local Organiser will apply the CASSINI Hackathons & Mentoring visual and brand identity consistently across all communications, channels and placements (online and print) about the Local Hackathon and according to the communication guidelines, that will be provided by the Coordinator.
- The Local Organiser will participate in the weekly coordination meetings with the Coordinator, follow up on actions from these meetings on a weekly basis and keep the overview of all actions and their current status up to date on a weekly basis.
- The Local Organiser will use its best efforts to attract and engage 50 or more participants for the Local Hackathon. The Local Hackathon must have at least 35 active participants. If the Local Organiser does not meet this minimum requirement, the Coordinator reserves the right to reduce the General Expense Budget as described under Section 2 of the Agreement.

Compensation

The Coordinator will provide the Local Organiser with a Support Package with a total value of EUR 24,000 in remuneration for its Services in addition to in-kind communication and promotion services and technical support. This Support Package consists of three components:

- A General Expense Budget of EUR 24,000 to cover costs that are directly related to the delivery of the Services described under Section 1 of the Agreement. The General Expense Budget will be

provided in cash to the Local Organiser, in accordance with the invoicing and payment conditions described under Section 4 of the Agreement.

- If the Local Organiser does not meet the minimum requirement of 35 active participants, the Coordinator reserves the right to reduce the General Expense Budget according to the following scheme. In case the Local Hackathon has 30 to 34 active participants, the Coordinator can decide to reduce the General Expense Budget to 90% of the original value or EUR 21,600. In case the Local Hackathon has 25 to 29 active participants, the Coordinator can decide to reduce the General Expense Budget to 80% of the original value or EUR 19,200 euro. In case the Local Hackathon has less than 25 active participants, the Coordinator can decide to reduce the General Expense Budget to 70% of the original value or EUR 16,800 euro.
- A Communication & Promotion Package with a value of EUR 8,000 for the communication and promotion of the Local Hackathon. The Communication & Promotion Package will be provided in kind to the Local Organiser.
- A props package, provided in kind to the Local Organiser.

All amounts expressed as being payable pursuant to this Agreement are exclusive of VAT.

Reporting

The Local Organiser must provide two written progress reports about its activities related to the organisation of the Local Hackathon and the allocation of the General Expense Budget.

- The Interim Progress Report, which is due on 06 September 2024, is a forward-looking report that must contain an overview of the Local Organiser's activities.
- The Final Progress Report, which is to be submitted after 27 November 2024 and no later than 02 December 2024, is a backwards-looking report that must contain an overview of the Local Organiser's activities, as well as an overview of the Local Organiser's costs that are covered with the General Expense Budget. The Local Organiser must attach to the report all necessary documents to prove that the listed costs are real and directly related to the provision of the Services described under Section 1 of the Agreement.

In addition, the Local Organiser must proactively report any problem, that affects its ability to provide the Services in accordance with the terms of the Agreement, to the Coordinator.

Invoicing and payment

The Coordinator will pay the General Expense Budget to the Local Organiser in two instalments.

- An advance payment of one-third of the general expense budget (EUR 8,000) will be paid out after the Agreement goes into effect.
- The remainder of the General Expense Budget will be paid out after the final progress report has been accepted by the Coordinator.

The Local Organiser must address the invoices for these payments, denominated in euro, to SpaceTec partners with the following invoicing details:

Company Name: SpaceTec Partners Srl
Address: Avenue Louise 89, 1050 Brussels, Belgium
VAT number: BE0835142383

The Local Organiser can send the invoices by mail or via email to hello@hackathons.cassini.eu.

The Coordinator will pay the invoices within 30 business days after receipt.

The Coordinator will pay the amount due to the Local Organiser's bank account, identified as follows:

Name of bank: Komerční banka
Full address of branch: Praha 1, Na Příkopě 969/33
Exact denomination of account holder: PRAZSKY INOVACNI INSTITUT, Z U
Full account number including bank codes: 123-1140860277/0100
IBAN code: CZ2401000001231140860277

Approval of the documents and payment of the invoice does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information they contain.

Intellectual property

The ownership of any intellectual property developed by participants during and within the scope of the hackathon will remain with the individual participants.

The participants can choose, at their own discretion, to open source the intellectual property via the platform provided by the Coordinator and license it under one of the licenses referenced in <https://choosealicense.com>.

The Coordinator and the Local Organiser will not assume ownership of the intellectual property.

The Coordinator and the Local Organiser may use non-confidential textual and audio-visual descriptions of the intellectual property, that are provided by participants in the context of the hackathon, for promotional purposes.

Liability

The Coordinator is not liable for any damage or loss caused by the Local Organiser, including any damage or loss to third parties during or as a consequence of the implementation of the Agreement.

The Local Organiser is liable for any loss or damage caused to the Coordinator during or as a consequence of the implementation of the Agreement, including in the event of subcontracting, but only up to an amount not exceeding three times the total value of the Support Package. However, if the damage or loss is caused by the wilful misconduct or gross negligence of the Local Organiser or of its personnel or subcontractors, the Local Organiser is liable for the whole amount of the damage or loss.

If a third party brings any action against the Coordinator in connection with the implementation of the Agreement, the Local Organiser must assist the Coordinator in the legal proceedings, including by intervening in support of the Coordinator upon request.

The Coordinator is not liable for any loss or damage caused to the Local Organiser during or as a consequence of the implementation of the Agreement unless the loss or damage was caused by wilful misconduct or gross negligence of the Coordinator.

The Local Organiser will take no action, during the term of the Agreement and thereafter, which is intended, or could reasonably be expected, to harm the reputation of the Coordinator or Principal; or which could reasonably be expected to lead to unwanted or unfavourable publicity to the Coordinator or Principal.

Conflicts of interest

The Local Organiser must take all the necessary measures to prevent any situation of personal or professional conflict of interest.

The Local Organiser must notify the Coordinator in writing as soon as possible of any situation that could constitute a personal or professional conflict of interest during the implementation of the Agreement. The Local Organiser must immediately take action to rectify the situation. The Coordinator may verify that the Local Organiser's action is appropriate and/or require the Local Organiser to take further action within a specified deadline.

Subcontracting

The Local Organiser may subcontract third parties to partially implement the Agreement. The Local Organiser must make this transparent to the Coordinator in its progress reports.

The Local Organiser remains bound by its contractual obligations and is solely responsible and liable for the implementation of the Agreement, also in case it is partially subcontracted.

Force majeure

If a Party is affected by force majeure, it must immediately notify the other Party, stating the nature of the circumstances, their likely duration and foreseeable effects.

A Party is not liable for any delay or failure to perform its obligations under the Agreement if that delay or failure is a result of force majeure. If the Local Organiser is unable to fulfil its obligations under the Agreement owing to force majeure, the Local Organiser has the right to compensation only for the incurred and committed costs and up to the value of the General Expense Budget.

The Parties must take all necessary measures to limit any damage due to force majeure.

Term and termination

The Agreement will become effective on the date on which the last Party signs it.

The Agreement will remain in effect until all obligations under the Agreement have been fulfilled in accordance with the terms of the Agreement unless the Agreement is terminated sooner.

In the event of a force majeure or in the event of cancellation of the Local Hackathon or overall hackathon event for other reasons, the Coordinator may decide to terminate the Agreement sooner. In this case, the Local Organiser has the right to compensation only for the incurred and committed costs and up to the value of the General Expense Budget.

In case the contractual agreement between the Coordinator and the Principal for the implementation of the “CASSINI EU Space Hackathons & Mentoring 2024-2026” is terminated by the Principal, the Coordinator may decide to terminate the Agreement. In this case, the Local Organiser has the right to compensation only for the incurred and committed costs and up to the value of the General Expense Budget.

In the event of any fundamental breach or non-observance by either Party of its obligations under the Agreement, the other Party can terminate the Agreement sooner for just cause.

Any termination notice must be made formally and in writing.

Amendments

Any amendment to the Agreement must be agreed to by both Parties and made in writing before all contractual obligations have been fulfilled.

Any amendment must not make changes to the Agreement that might alter the initial conditions of the open call for local organisers or result in unequal treatment of the applicants.

Applicable law

The Agreement is governed by the laws of Belgium. The courts of Brussels have exclusive jurisdiction over any dispute regarding the interpretation, application or validity of the Agreement.

Data protection



The Principal, Coordinator and Local Organisers acknowledge that, for the purposes of the Data Protection Legislation and in the context of the Services, the Principal is the 'Data Controller' and the Coordinator and the 'Local Organiser' are each a 'Data Processor.' Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation.

The processing of Personal Data (where Personal Data has the meaning as defined in the Data Protection Legislation) is necessary to ensure that the Coordinator and Local Organiser will provide Services (as per Clause 1 of the Agreement) to the Principal in regard to the Local Hackathon, and for the Local Organiser to contact and engage Local Hackathon participants in regard to its own other services.

The duration of the processing is until all obligations under the Agreement have been fulfilled in accordance with the terms of the Agreement, unless the Agreement is terminated sooner. The nature and purpose of the processing are in regard to the Local Hackathon and for the Local Organiser to contact and engage Local Hackathon participants in regard to its own other services. The Data Subjects are interested participants in the CASSINI Hackathons. The Personal Data relates to those Data Subjects.

The Principal, Coordinator and Local Organiser will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to and does not relieve, remove or replace, either of the Principal's, Coordinator's or Local Organiser's obligations under the Data Protection Legislation.

The Principal will ensure that any transfer of Personal Data to the Coordinator and Local Organiser for the duration and purposes of the Agreement is in accordance with the requirements of Data Protection Legislation.

The Coordinator and Local Organiser shall, in relation to any Personal Data processed strictly in connection with the performance of the Services (as per Clause 1 of the Agreement) under the Agreement:

- (a) process that Personal Data only on the written instructions of the Principal unless the Coordinator and Local Organiser are required by the laws of any Member State of the European Union or by the laws of the European Union applicable to the Coordinator and Local Organiser to process Personal Data (Applicable Laws). Where the Coordinator and Local Organiser are relying on laws of a Member State of the European Union or European Union law as the basis for processing Personal Data, the Coordinator and Local Organiser shall promptly notify the Principal of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Coordinator and Local Organiser from so notifying the Principal. If the Coordinator and Local Organiser act outside of the Principal's instructions in such a way that they decide the purpose and means of processing, including complying with a statutory obligation, then they will be considered to be a Data Controller in respect of that processing and will have the same liability as a Data Controller;
- (b) ensure that they have in place appropriate technical and organisational measures, reviewed and approved by the Principal, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and Services, ensuring that availability of and access to

Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by them);

- (c) ensure that all personnel (including permanent, temporary and agency workers) who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Principal has been obtained and the following conditions are fulfilled:
 - (i) the Principal or the Coordinator and Local Organiser has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Coordinator and Local Organiser comply with their obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that are transferred; and
 - (iv) the Coordinator and Local Organiser comply with reasonable instructions notified to them in advance by the Principal with respect to the processing of the Personal Data;
- (e) assist the Principal in responding to any request from a Data Subject exercised under Data Protection Legislation and in ensuring compliance with its other obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators. The Coordinator and Local Organiser will inform the Principal of any request from a Data Subject exercised under Data Protection Legislation addressed directly to the Coordinator and Local Organiser regarding Personal Data the Principal are responsible for without undue delay (in no event more than 1 Working Day) upon receipt;
- (f) notify the Principal without undue delay (in no event more than 1 Working Day) on becoming aware of a Personal Data breach;
- (g) at the written direction of the Principal, securely delete or return all the Personal Data and copies thereof to the Principal on termination of the Agreement unless required by Applicable Laws to store the Personal Data. Where the Personal Data cannot be immediately deleted upon termination of the Agreement, the Coordinator and Local Organiser will put those data beyond use until it can undertake secure deletion; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Addendum and make this information available to the Principal on request and allow for audits by the Principal or the Principal's designated auditor (such audits to be on reasonable notice and conducted in such manner as to minimise any disruption of business).

The Coordinator and Local Organiser shall only subcontract any third-party processor of Personal Data under the Agreement with the prior specific or general written consent of the Principal. In the case of general written authorisation, the Coordinator and Local Organiser shall inform the Principal of any intended changes concerning the addition or replacement of other third-party processors, thereby giving the Principal the opportunity to object to such changes.

The Coordinator and Local Organiser confirm that they shall enter with the third-party processor into a written agreement substantially on that third party's standard terms of business, provided that that agreement imposes the same obligations under Data Protection Legislation on that third-party processor as set out under the Agreement between the Principal and the Coordinator and Local Organiser, in particular the provision of sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of Data Protection Legislation.

As between the Principal and the Coordinator and Local Organiser, the Coordinator and Local Organiser remain bound by their contractual obligations and shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to the Agreement.

The Principal, Coordinator or Local Organiser may at any time propose to revise this Addendum by replacing it with any applicable data controller to data processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Agreement).

The Principal, Coordinator and Local Organiser will comply with all Data Protection Legislation in respect of the Services.

The Principal, Coordinator and Local Organiser are not responsible for determining the requirements of the Data Protection Legislation applicable to each other's businesses. Nothing within the Agreement relieves either the Principal, Coordinator or Local Organiser of their own direct and respective responsibilities and liabilities under the Data Protection Legislation. No limitation of liability shall apply in respect of a breach of the Data Protection Legislation. The Principal's, Coordinator's and Local Organisers' respective liabilities for a breach of the Data Protection Legislation will each be determined by the relevant Supervisory Authority, for example, the Belgian Data Protection Authority.

The Principal, Coordinator and Local Organiser are aware that they may each be subject to the investigatory and corrective powers, administrative fines or penalties of Supervisory Authorities such as the Belgian Data Protection Authority, as a result of an infringement of the Data Protection Legislation.

The Principal, Coordinator and Local Organiser are aware that they may each be subject to compensation to the Data Subject as a result of an infringement of the Data Protection Legislation.

The Principal, Coordinator and Local Organiser will each cooperate with Supervisory Authorities such as the Belgian Data Protection Authority.

The Principal, Coordinator and Local Organiser will each keep records of their respective processing activities, unless they employ fewer than 250 workers, the processing they carry out is unlikely to result in a risk to the rights and freedoms of data subjects, the processing is not occasional, or the processing does not include special category or criminal conviction/offence data.

The Principal, Coordinator and Local Organiser will each employ a Data Protection Officer if required by the Data Protection Legislation.

The Principal, Coordinator and Local Organiser will each appoint (in writing) a representative within the EU if required by the Data Protection Legislation.

Miscellaneous

The Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals, or understandings, whether written or oral between the parties.

The following Annexes are an integral part of the Agreement:

- Annex 1: "Application Guide for Local Organisers"
- Annex 2: "Application Template"
- Annex 3: "Budget Template"

If there is any conflict between different provisions, the provisions set out in this document take precedence over those in the Annexes; the provisions set out in Annex 1 take precedence over those in Annex 2; and the provisions set out in Annex 2 take precedence of those in Annex 3.

If any provision of the Agreement is or becomes illegal, invalid or unenforceable to any extent, it must be severed from the remainder of the Agreement. This does not affect the legality, validity or enforceability of any other provisions.


The relationship of the Parties under the Agreement shall be, and shall at all times remain, one of the independent contractors.

THUS this Agreement has been executed by the Parties in duplicate on the date of the first signature.

On behalf of the Coordinator:

Verhaert New Products & Services NV


Koen Verhaert, CEO

Signature: *Koen Verhaert*
✓ Certified by  youSign

Date: *7/8/2024*

SpaceTec Partners SRL


Thomas Tanghe, Partner

Signature: *Thomas Tanghe*
✓ Certified by  youSign

Date: *11/08/2024*

On behalf of the Local Organiser:

Tomas Lapacek, CEO

Signature: *Tomas Lapacek*
✓ Certified by  youSign

Date: *07/08/2024*

Include:

- Annex 1: "Application Guide for Local Organisers"
- Annex 2: "Application Template"
- Annex 3: "Budget Template"

