



## CANSAT LEARNING AND CELEBRATION EVENT 2024

### PARTICIPATION TERMS AND CONDITIONS

Dear Teacher,

As the Teacher of the national winning team of the CanSat Edition 2023/2024, you and your Team are invited to participate in the CanSat Learning and Celebration Event 2024 organised by the “**Agency**” or “**ESA**” taking place in **ESTEC, Noordwijk, NL** on 17 and 18 June 2024.

This event is co-organised and hosted by a third party on ESA's behalf, and it is a non-competitive event that aims to celebrate the achievements of the teams, while experiencing what is the day-to-day life of a Space Engineering professional working at ESA.

To stimulate interest for space technologies and space activities, as well as the contribution of space for solutions on Earth, the European Space Agency intends to support your Team by sponsoring its participation to this event, to the extent and under the conditions specified hereunder.

This letter (or “**Terms and Conditions**”) signed by you, will constitute your agreement in relation to ESA's terms and conditions set forth below, for your participation and that of your Team in the CanSat Learning and Celebration Event of 2024.

## I. Definitions

<b>"Event"</b>	means the CanSat Learning and Celebration Event 2024, taking place on 17-18 June in ESTEC, Noordwijk, NL.
<b>"Participant" or "Participants"</b>	means the student or students of a Team.
<b>"Teacher"</b>	means the representative of the Team responsible for its participation to the Event and having the responsibility over the Participants in the context of the Event and all associated activities.
<b>"Team"</b>	means the Teacher with the Participants collectively. By accepting the present Terms and Conditions, the Teacher confirms compliance with the eligibility criteria, setting forth the conditions for participation in the event. It shall be recalled that the Team must consist of maximum two Teachers and a maximum of six student Participants.

## II. Sponsorship for Team's participation in the Event

- (1) General. ESA will sponsor the Team's participation in the Event only to the extent and under the conditions specified under the present Terms and Conditions. The Teachers' acceptance of and compliance with the present Terms and Conditions are a mandatory condition for the Participants' attendance in the Event and for their sponsorship.
- (2) No exchange of funds. Except where expressly provided for under the present Terms and Conditions, no funds will be exchanged between ESA and the Teacher for the Teams' attendance to the Event.
- (3) Eligibility for sponsorship. To be eligible to receive sponsorship for their Teams' participation in the Event, the Teacher must ensure on behalf of the Team:
  - a. compliance with the requirements in these Terms and Conditions; and
  - b. participation in the whole Event.

- (4) Exclusion criteria. ESA may exclude the Teacher from receiving sponsorship for their Teams' participation in the Event, the Team as a whole or a given Participant from participating to the Event, if any of the following applies:
- the Teacher does not comply with the present Terms and Conditions.
  - the Teacher does not duly complete the ESA registration process to the Event ([Registration form](#) and [document upload form](#)) in all its parts and agree with the other conditions thereby indicated to participate in the Event;
  - the Teacher does not obtain the necessary authorisation (including from, as the case may be, parent/legal guardian(s)) for the participation of the Participants foreseen to attend the Event.
  - the Teacher or any of the Participants in their Team act in a manner inconsistent with ESA's reputation and/or status, or any rules or instructions communicated by ESA for the smooth running of the Event, including safety rules.
- (5) Extent and method of sponsorship. For the participation in the Event, ESA will cover the following expenses of the Team:

Expenses	Method of sponsorship
Accommodation for the students in their Team (double, triple or quadruple rooms) and for the Teacher(s) (single or double rooms). Each Team needs to be supervised by at least one (possibly two) Teacher(s). There is a need to justify the attendance of a second Teacher to ESA (justification will need to be attached at registration to the event) <ul style="list-style-type: none"> <li>- Arrival day early afternoon: 17 June 2024</li> <li>- Departure day: 18 June 2024</li> </ul>	ESA covers the expenses directly (no action required by the Teacher)
An amount of <u>300 euros maximum</u> per person to cover: <ul style="list-style-type: none"> <li>• Their international travel</li> <li>• Local transport to hotel and back.</li> </ul>	ESA covers the expenses via reimbursement of receipts. <u>All receipts from the Team are to be submitted grouped to ATPI by one of the the Teachers only. Copies of original invoices will be requested.</u> ATPI will inform about the process via email once all Participants are registered with their details.

Local transport between the restaurant, accommodation, and the Event venue with pre-arranged shuttle buses for the duration of the Event, excluding local transport stated in row 2.	ESA covers the expenses directly (no action required by the Teacher)
Meals: <ul style="list-style-type: none"> <li>- Dinner on arrival day 17 June</li> <li>- Breakfast, lunch, and dinner on 18 June</li> <li>- Breakfast on departure day, 19 June</li> </ul>	ESA covers the expenses directly (no action required by the Teacher)

- (6) Other expenses. The Teacher(s) and/or the Participants or their parent/legal guardian(s), as the case may be, will be responsible for any other expenses of their Team, including but not limited to the expenses for the following:
- a. Travel from country of origin to and from the accommodation. These costs will be reimbursed after the Event and up to a maximum of 300 euros/Participant.
  - b. Cost of all meals, local transport, and other accommodation expenses not specified in Article II (5) above. These costs will not be reimbursed.
  - c. Incurred costs for arrangement of passports, visas, travel insurance and medical insurance. These costs will not be reimbursed.

### III. Teacher's responsibilities and obligations

- (1) The Teacher shall:
- a. Ensure that their Team participates to the Event in compliance with the present Terms and Conditions, as well as any rules, regulations and instructions communicated by ESA, applicable to on-site visitors at ESA's premises.
  - b. duly complete the ESA registration process to the Event ([Registration form](#) and [document upload form](#)) in all its parts and agree with the conditions thereby indicated to participate in the Event, respecting all the deadlines thereby provided.
  - c. obtain all necessary authorisations from each Participant in their Team, or as the case may be, their parent/legal guardian(s), for the Participant's registration, travel to and participation in the Event; such authorisations include the "[CanSat Learning and Celebration Event 2024 - Form Requesting Parental Consent for Recording and Streaming of Minors/adults](#)" to be signed, if applicable, by the parents/legal guardians of each participant.
  - d. accompany and supervise their Team during the travel to/from the Event and in the context of the Event. The Teacher shall be responsible for the members of their Team

for any activity related to the Event (including those listed in the present Terms and Conditions), and in particular for their safety.

- e. make appropriate arrangements for all members of their Team for any insurance, especially for medical and travel insurance, including coverage for loss of or damage to their belongings. For clarity, ESA does not provide any medical or travel insurance to any Participants.
- f. Coordinate the reimbursement of all Participants. After the event the Teacher will be able to send out the Team's receipts for international travel and/or local transport to the accommodation and therefore be reimbursed in accordance with Article II (5) by ATP (ESA Conference Bureau) and will need to re-distribute the reimbursement among their Team and/or Team members' legal guardians, if applicable.

#### **IV. Liability**

- (1) ESA shall have no liability whatsoever towards the Teacher and any Participant arising out of or in connection with these Terms and Conditions and/or the Team's participation to the Event, including but not limited to:
  - a. bodily injury to, or other impairment of health of, or death of, any person.
  - b. damage to, loss of or use of any property.
  - c. other direct, indirect, or consequential damage caused by the Teacher or any of the members of their Team.
- (2) ESA is entitled, in its absolute discretion, to modify or cancel the Event with immediate effect. ESA does not bear any liability towards the Teacher or any of the Participants in case of such modification or cancellation.

#### **V. Miscellaneous**

- (1) The Teacher undertakes not to disclose to any third party the present Terms and Conditions, except to the members of their Team and, in the case of minors, to their parents/legal guardians.
- (2) The present Terms and Conditions shall enter into force upon their signature by the Teacher and shall remain in force for the entire duration of the event.

- (3) Except for personal data matters or incidents for which ESA Framework on Personal Data Protection [available on the ESA website at: [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)] shall apply and for which the ESA Supervisory Authority shall have exclusive jurisdiction, and without prejudice to the applicability of the ESA Convention and in particular its Annex I on the Privileges and Immunities of ESA, the present Terms and Conditions shall be governed and interpreted in accordance with the laws of France.
- (4) Any dispute arising between ESA and the Teacher out of or in connection with the Terms and Conditions that cannot be settled amicably shall, at the request of either ESA or the Teacher, be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The language of arbitration shall be English. The place of arbitration shall be Paris, France.
- (5) ESA' points of contact for the purpose of the present Terms and Conditions is:
- Monica Talevi**  
Head of the STEM Education and Outreach Unit, ESA Education Office  
Monica.Talevi@esa.int
- (6) Electronic signature. The Teacher may sign these Terms and Conditions using an electronic signature solution, including a hand-signed and scanned signature. This is in consideration of the representation that the electronic signature expresses the Teacher's consent for this Terms and Conditions to be binding and to serve as evidence on the same account as hand-signed originals.



Please confirm your consent to the above conditions by returning a copy of these Terms and Conditions, signed, no later than by the deadline indicated at registration and by the means indicated (e-mail or form submission).

As the Teacher (s), I (we) express the consent to the above Terms and Conditions:

Done in ..... (city), ..... (country), on ..... (date)

Signature(s):

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***Teacher Name 1:***

***Teacher of the CanSat team:***

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***(If justified) Teacher Name 2:***

***(If justified) Teacher/of the CanSat team:***