**TERMS AND CONDITIONS OF THE BLAST**

**CALL FOR APPLICATIONS**

Boost and Leverage Aerospace and defense Technologies

**Context**

Starburst, ONERA, SATT Paris-Saclay and Ecole Polytechnique, hereinafter referred to as the "**Organizers**", are pooling their respective skills and ecosystems within a consortium, in order to offer the first French program for the acceleration of disruptive technology companies (Deeptech start-ups) in the field of Aeronautics, Space and Defense (ASD), entitled Boost and Leverage Aerospace & defense Technologies - BLAST (hereinafter referred to as the "**Program**"). The objective of the Program is twofold:

* To support Deeptech projects in the ASD sector throughout their life cycle with new dedicated support and training actions;
* To participate in the structuring and gathering of the local ASD ecosystem in order to consolidate a pool of projects capable of participating in future major European aerospace and defense programs and to increase the number of deep tech projects and startups created in France. Between 20 and 40 projects will be supported per year.

The program is coordinated by Starburst.

**ARTICLE 1: SUBJECT**

As part of the Program, the Organizers shall issue a Call for applications (the "**Call for applications**").

The terms and conditions of the Call for applications are set out in these rules (the "**Rules**").

**ARTICLE 2: OBJECTIVE, DESCRIPTION AND SCHEDULE**

**OF THE CALL FOR APPLICATIONS**

**2.1. Objective**

The purpose of the Call for applications is to select around twenty (20) projects led by researchers, entrepreneurs, students, or companies with the most relevant projects to meet the major challenges and programs of the aeronautics, space and defense industries, in order to integrate them into the Program.

**2.2. How to participate**

Only a person/company that has completed the entire application form available on the BLAST website and has accepted the Rules can be considered an applicant ("**Applicant**").

At the end of the application phase, the Organizers will select around forty (40) Applicants (the "**Selected applicants**") who will present their project to the Organizers at an oral presentation.

From among the Selected Applicants, a jury (the "**Jury**"), the composition of which is defined below, will choose the projects that will be supported under the Program (the "**Winners**").

**2.3. Provisional schedule**

* Application Collection:
* Applications are open from March 21, 2022
* Applications must be mailed before April 23, 2022 at 11:59 p.m., Paris time (as evidenced by the computer time stamp)
* Selection of the Selected Applicants by the Organizers the week of May 2, 2022
* Audition of the Selected Applicants by the Jury the week of May 23, 2021
* Selection of the Winners by the Jury following the auditions
* Official announcement of the Winners in June 2021
* Launch of the Program in September 2021

For further information, please contact: blast@starburst.aero

**ARTICLE 3: ELIGIBILITY REQUIREMENTS**

The Call for applications is open to:

* Deeptech early stage start-ups;
* Persons, in particular researchers, entrepreneurs or students, carrying an innovation project.

Companies in difficulty within the meaning of Article 2 § 18 of RGEC No 651/2014 of 17 June 2014 published in the JOUE on 26 June 2014 and amended by Regulation 2017/1084 of 14 June 2017 published in the JOUE on 26 June 2017 are not eligible for the Call for applications.

**ARTICLE 4: APPLICATION FORM AND SELECTION CRITERIA**

**4.1. Application form**

Applicants must submit an application form that will be accessible on the Program website.

An application may be submitted by a single company or individual.

The Applicant's application file will include the completed application form (all mandatory fields must be filled in), as well as a presentation of his or her project in a format to be specified by the Organizers when the form is sent.

It is the responsibility of each Applicant to read these Rules before submitting his/her application. In this regard, an application file will only be considered complete if the Applicant's legal representative (in the name and on behalf of the Applicant) or the Applicant himself/herself, if an individual, declares that he/she has read and accepts the terms and conditions of these Rules without reservation.

However, the Organizers reserve the right to close registrations for the Call for applications in advance if more than two hundred (200) applications are received.

An Applicant's participation will be taken into account at the time it submits its application file, subject to compliance with the terms of these Rules. Applications that are not complete or that are submitted after the closing date for registration (including in the event of early closing of registration) will not be taken into account.

The Organizers shall not be held responsible if one (or more) Applicants are unable to transmit their application file due to any technical defect or problem related to, but not limited to, network congestion, human or electrical error, malicious intervention, software or hardware malfunction or force majeure.

Applicants agree to provide accurate information in their application. Applicants may not change the information provided once the application has been submitted. The Organizers reserve the right to ask Applicants to provide any justification for the information provided in the application form. The Organizers cannot be held responsible for any inaccuracy in the information provided by the Applicants.

**4.2. Selection criteria**

For the selection of the Selected applicants, the Organizers will assess the value of the Applicants in particular with regard to the following criteria:

* Innovative nature of the proposed solution;
* Interest of the solution in meeting the major challenges of the aeronautics, space and/or defense industries;
* Quality of the team in charge of the project;
* Interest of the BLAST program for the development of the project.

**ARTICLE 5: PERSONAL DATA**

For the purposes of this Article 5: "Personal Data", the terms "Personal Data", "Processing", "Controller, "Joint Processors" shall have the same meaning as provided under the European Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "GDPR") and the amended Act of 6 January 1978 on Data Processing, Data Files and Individual Liberties (hereinafter collectively referred to as the "Personal Data Legislation").

For the purposes of this Agreement, the terms :

* "**Participant(s)**" means the natural person(s) who have completed a registration form or application file for the Call for applications on behalf of one (or more) Applicant(s).
* "**Selected participant(s)**" means the natural person(s) participating in the Call for applications on behalf of one (or more) Selected applicant(s), as defined in Section 2.2 of these Rules.
* "**Representatives of applicants**" means the representatives of Applicants.
* "**Employees of applicants**" means the employees of Applicants, including Participants.

**5.1. Data processors**

In accordance with the Personal Data Legislation, the Personal Data of the Participants, Representatives and Employees of the applicants are processed by the Organizers, acting as Joint Data Processors. In this respect, the Organizers jointly determine the purposes and means of the Processing relating to the organization and running of the Call for applications.

For any request relating to the Processing of their Personal Data, Applicants may contact blast@starburst.aero.

**5.2. Collection and Processing of Applicants' Personal Data**

Personal Data relating to marital status, identity and other identification data, as well as image data such as surnames, first names, e-mail addresses, telephone numbers and, where applicable, photographs and/or video recordings of Representatives and Employee Applicants are collected by the Organizers and are processed by the Organizers for the following purposes

* Reviewing the compliance of Applicants' applications with the eligibility criteria set forth in these rules.
* Contacting Selected applicants, in particular to provide them with information on the next stages of the Call for applications.
* Use of quotes, images or video recordings of Representatives and/or Employees of Applicants for communication and media purposes (in particular press kits) by the Organizers.

Said Data shall be kept securely for a period of one (1) year.

By participating in the Call for applications, Applicants consent to the Processing of their Personal Data by the Organizers in accordance with the conditions specified in this section.

**5.3. Applicants’ rights regarding the use of their Personal Data**

In any event, each Applicant has the right to access his/her Personal Data. Applicants may also request that their Personal Data be modified or deleted. Applicants may object to the Processing of their Personal Data, request the limitation of the Processing or exercise their right to the portability of their Personal Data.

Applicants are also informed of their right to withdraw their consent to the Processing of their Personal Data at any time. As the provision of such Personal Data is necessary for the validation of their participation in the Call for applications, their participation in the Call for applications will be cancelled if necessary.

For any request related to the exercise of their rights, Applicants may contact the persons whose contact details are given in section "5.1. Data processors" of this Article.

Applicants also have the right to lodge a complaint with the competent national supervisory authority, namely the Commission Nationale de l'Informatique et des Libertés ("CNIL").

**ARTICLE 6: PROPOSITION TO THE WINNERS**

The Winners will join the Program after signing a support contract ("**Support contract**") with the Organizers. This agreement will detail the exact content of the support that will be offered to the Winner, according to the needs of his/her project and the availability of the Organizers' resources.

The support that will be offered to the Winners will consist of all or part of the following modules:

* Module 1: Deep Tech ASD Entrepreneurship training
	+ Train the project leader in entrepreneurship
	+ Apply the knowledge acquired through workshops on specific themes
	+ Assist in the composition of teams
* Module 2: Training on the specificities of the ASD market
	+ Understand the specificities and dynamics of the ASD market through courses and masterclasses
	+ Put into practice the knowledge acquired through workshops on specific themes
* Module 3: Technical support for Deep Tech projects
	+ Support project leaders with technical experts
	+ Provide testing facilities for startups
* Module 4: Support for technological complementarity and intellectual property
	+ Identify technologies for startups
	+ Discover IP management, build a strategy and a roadmap
* Module 5: Discovering the local/national ecosystem
	+ Organize events to meet with local/national ecosystem players (learning expeditions or networking)
* Module 6: Acceleration Boot Camp
	+ Accelerate startups through an intensive co-located program lasting several weeks, with mentoring, coaching, business development, communication, etc.

**ARTICLE 7: COST OF THE PROGRAM FOR THE WINNERS**

In exchange for their support, the Organizers will take a 5% equity stake in the Winners (companies supported or created at the end of the Program). If the Winner already has a valuation estimated by a private investor and validated by a term sheet, the Organizers may re-evaluate the equity percentage in light of the exact cost of the program.

The exact terms and conditions of the acquisition of a stake in the capital of the Winners will be systematically specified in the Support contracts that will be signed between each Winner and the Organizers before the launch of the Program.

The present Rules and an application to the Call for applications do not in any way imply that the Organizers will take an equity stake in the Applicants. The contractualization of the acquisition of shares in the capital of the Winners by the Organizers will be made within the framework of the Support contracts.

**ARTICLE 8: SELECTION OF APPLICANTS AND CHOICE OF WINNERS**

Applicants' files will be evaluated by the Organizers on the basis of the eligibility and selection criteria set forth in Articles 3 and 4.2 of the Rules.

The Organizers reserve the right not to consider an Applicant's file if it does not meet all of the eligibility criteria set forth in Article 3 of the Rules.

If necessary, in order to be able to evaluate the applications more accurately, the Organizers reserve the right to ask Applicants for any clarifications or supporting documents and/or to answer any additional question(s).

From these files, the Organizers will select the Selected applicants.

The Organizers are not required to provide reasons for their decisions, which are final.

The Jury will be in charge of the selection process of the Winners among the Selected applicants who will make a presentation to the Jury.

The Jury is composed of one (1) representative of Starburst, one (1) representative of ONERA, one (1) representative of SATT Paris-Saclay and one (1) representative of Ecole Polytechnique. In addition, the Organizers reserve the right to include in the jury representatives of partner entities (the "Partners"), who may have an advisory opinion or a right to vote, depending on the case. Details of the Jury members and their powers will be provided to the Selected applicant in the invitation to the Jury.

The Winners will be selected by the Jury based on the criteria set forth in Articles 3 and 4.2 of the Rules.

The Jury will announce the winners within approximately two (2) weeks after the last oral presentation.

If necessary, in order to be able to evaluate the applications more accurately, the Jury reserves the right to ask the Selected applicants for any clarification or justification and/or to answer any additional question(s).

The Jury is not required to give reasons for its decisions, which are final.

**ARTICLE 9: CONFIDENTIALITY**

**9.1. Obligations of the Jury, the Organizers and the Partners**

The Jury, the Organizers, the Partners and any agent, consultant, subcontractor or employee of the Organizers and Partners agree to treat as confidential any information that comes to their knowledge during the examination of the applications.

Such information may not be disclosed without the prior written consent of the Applicants.

Nevertheless, the Organizers and Partners are authorized to communicate to the press and publish the names of the Winners.

The Winners authorize the Organizers and Partners to reproduce and use their trademarks and logos freely. These elements may be reproduced and published on various forms of media useful for the promotion of the Call for applications and the Program and related to it (whether written, audiovisual or electronic).

However, the Winners may authorize the publication in the communication documents of the Organizers and Partners and the communication to the press of an extract of their application file, on the condition that they provide this extract, which must not contain any confidential information from the Winner's point of view.

The Organizers, Partners and members of the Jury undertake not to make any use of the confidential information brought to their knowledge for any purpose other than the promotion of the Call for applications, the Program and the selection of the Winners.

**9.2. Obligations of the Applicants**

Applicants, Selected applicants and Winners agree to treat as confidential any information they may receive during the Call for applications.

**ARTICLE 10: INTELLECTUAL PROPERTY**

**10.1. Applicants’ intellectual property**

The Organizers may not claim any right whatsoever, express or implied, to the know-how, patents, patent applications, registered designs or trademarks, copyright, materials, data and databases held by the Applicants and presented in the context of the Call for applications.

**10.2. Guarantee**

The Applicant assures that he holds all authorizations to participate in the Call for applications. In particular, he or she assures that he or she does not infringe any third-party intellectual property rights/business secrets.

The Applicant assures the Organizers against any claim, opposition, request for damages, action (including but not limited to actions for infringement and unfair competition) brought by a third party as a result of the Applicant's participation in the Call for applications. Any compensation, damages, fines and any costs incurred by the Organizers as a result of the foregoing shall be borne by the Applicant. The Applicant assures that the solution he or she communicates in the context of the Call for applications is not subject to any obligation that could limit his or her participation in the Call for applications or its potential future exploitation.

**10.3. Trademarks and logos**

Any use of the trademarks and/or logos of the Organizers and/or Partners by the Applicants, Selected applicants and/or Winners must be subject to prior written authorization from the Organizers and/or Partners concerned.

The Selected Applicants authorize the Organizers, free of charge, to use their brand, logo, and the presentation of the solution, free of confidential information, on all types of media for the entire duration of the Call for applications and three (3) years after its closing.

**ARTICLE 11: CANCELLATION**

The Organizers reserve the right to cancel or modify the Call for applications in whole or in part, as well as the present Rules and Regulations, without prior notice and without having to justify this decision, and shall in no case be held responsible.

**ARTICLE 12: APPLICANTS’ COMMITMENTS**

All Applicants to the Call for applications undertake to:

* Read and accept without reservation the present Rules;
* Hold the intellectual property rights of the elements related to his/her application or be authorized by the holders (or co-holders) of the said rights to apply and participate in the Call for applications;
* Refrain from taking any action against the Organizers and Partners, in particular concerning the Call for applications and its conditions of organization, the results and decisions of the Organizers and the Jury, any damage, material or immaterial, caused during the Call for applications and its aftermath, to Applicants, their equipment and their data and the consequences that may arise from this on their personal, professional or commercial activity;
* Refrain from any claim or request for compensation in the event of modification, postponement or cancellation of the event announcing the results of the Call for applications;
* Authorize in advance and free of charge, the Organizers to reproduce and represent his/her name, address and photograph, on any medium that could be used in any event.

**ARTICLE 13: ORGANIZERS’ AND PARTNERS’ COMMITMENTS**

The Organizers and Partners of the Call for applications undertake to respond as quickly as possible, within the limits of reason and their available human resources, to the questions and needs of Applicants during the course of the Call for applications.

**ARTICLE 14: OBLIGATIONS OF THE WINNERS IN TERMS OF**

**COMMUNICATION**

In order to contribute to the notoriety and readability of the Program and the Organizers, the Winners commit to clearly indicate their participation in the Program in all communication actions related to their project.

The information relating to this participation takes the form of the mention "Accelerated by BLAST" and the affixing of the Program logo.

The Winners authorize the Organizers to use the results of their project (videos, photographs, communication to third parties...) for communication purposes related to the Program.

The Organizers do not claim any intellectual property rights on the Winners' projects.

The presence of the Program's logo is mandatory, on the front cover or on the cover page, on all promotional, information, publicity and communication materials related to the Winners' project.

All public relations events or media operations related to the Winners' projects shall expressly refer to the involvement of the Organizers and the Program according to the rules defined above. Likewise, the Winners agree to cooperate in the proper implementation of all communication actions, related to the execution of the present agreement, decided by the Organizers.

The invitation and, if necessary, the oral intervention of one or more representatives of the Organizers to the official ceremonies organized within the framework of the project, as well as to press releases and conferences, is imperative.

**ARTICLE 15: NON-COMPLIANCE WITH THE RULES**

Failure to comply with any of the articles of these Rules shall result in the permanent exclusion of the Applicant from the Call for applications.

**ARTICLE 16: RIGHT TO THE IMAGE**

By registering for the Call for applications, Applicants and their representatives or employees agree to the taking of their image (in any form and on any medium) during the Call for applications as well as the reproduction, use and dissemination of their image, including during the Call for applications or during the announcement of the results, in particular for promotional purposes to promote the Call for applications or the program, or for any subsequent event organized by the Organizers, as part of their future development and implementation.

Applicants and their representatives or employees assign their image rights, in whatever form (such as photographs, recordings, without this list being exhaustive) and in whatever medium (such as digital, graphic, paper, without this list being exhaustive), in full or in excerpts, to the Organizers and Partners, in particular for the following uses

* The reproduction of the photographs and/or films, in full or in excerpts, by all processes known and unknown to date and on all media;
* The representation of the photographs and/or films, in full or in excerpts, by all known and unknown processes of communication to the public. This authorization is granted free of charge for the whole world and without time limit.

**ARTICLE 17: MISCELLANEOUS**

The Organizers may cancel all or part of the entries to the Call for applications if it appears that fraud has occurred in any form whatsoever, in particular in a computerized manner within the framework of the participation and/or the running of the Call for applications. In this case, they reserve the right to prosecute the perpetrators of such fraud before the competent courts. The Organizers shall not, however, incur any liability of any kind towards Applicants, Selected applicants and/or Winners as a result of any fraud committed.

These Rules are subject exclusively to French law. Any dispute arising in connection with these Rules that cannot be settled amicably shall be submitted to the competent courts of Paris.