

Astrium & Equatorial Sistemas call for Innovative Research Proposals in Brazil - "Astrium-Innova"

Astrium a global leader in launch vehicles, manned space activities, satellite systems and related services, in conjunction with Equatorial Sistemas, an Astrium company, announces a call for innovative research proposals from Academic institutions in Brazil.

The present call for proposals (the "Call for Proposals") aims to promote space science, technology & services amongst academic staff & researchers, highlighting Brazil's innovation capability and creative thinking, and making outstanding researchers better known for their efforts. It also aims to evaluate the possibility to create research cooperation between Brazilian academic institutes and Astrium on innovative themes related to space technologies and associated services.

Proposals may be submitted by either university professors, PhD or post-doctoral students or other members of Academic institutions in Brazil interested in conducting research relating to one or more of the published research topics. If the submitted proposal is a joint effort of several individuals from a single university, the submitting individual will represent the interests of all contributors to the proposal. Joint submission from individuals employed by different universities is not permitted.

Prior to submitting proposals for the Call for Proposals, Participants shall obtain any and all relevant authorizations from their respective Academic institution.

Areas

Proposals are invited in any field related to space technologies & services utilising space infrastructure or satellite applications. In particular proposals falling into the following categories are encouraged;

- Optics/photonics including laser
- Propulsion
- Advanced electronics
- Robotics
- Space applications (positioning and navigation, 3D image processing, communications and their integration)
- Telecommunications
- SAR and passive radars
- Space debris mitigation and removal
- Other applications related to space science and technology

Proposals should take the form of a technical report on an innovative solution related to space technology or satellite applications.

The technical report must comprehensively describe and present in English, a scientific or technological idea, highlighting its innovative value and potential applications in the space domain. The project might include schemes and drawings as well as additional

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materials, such as video films, photos, multimedia applications, in order to illustrate the scope and nature of the submitted proposal.

Each application shall comprise a 3-page maximum executive summary and a 30-pages maximum detailed description (+ additional materials). The Participants shall agree in writing to be bound by the Terms and Conditions governing the Call for Proposals attached hereto in Annex 1.

Applications must be submitted electronically in two copies: by e-mail and by post (on a CD/DVD, no paper version required) at the following addresses:

Email: astrium-innova@astrium.eads.net & cghizoni@equatorialsistemas.com.br

CD/DVD to: César Ghizoni

Equatorial Sistemas

Avenida Shishima Hifumi no. 2911, suite 109 Parque Tecnologico Univap, Urbanova Sao Jose dos Campos CEP 12.244-000 State of Sao Paulo

Brazil

Deadline

Proposals must be submitted between 1st of August to 30th September 2012.

The evaluation of the proposals will be performed by a board composed of Equatorial Sistemas, Astrium SAS and Astrium Brazil experts. The final results should be announced in October 2012.

Technical reports will be evaluated according to, among others, the following criteria:

Science & Technology quality of the technical report

o Scientific breakthrough or innovation value of the presented idea

Concept, objective

Quality of arguments + technical and scientific propriety

Expected applications of the described idea

Awards

Once the selection process is completed, Astrium may invite the Academic institutions to which the selected participants belong, to discuss the terms and conditions, including the applicable funding by Astrium, of possible research cooperation with Astrium. Typically, Astrium will expect to get ownership interests in the results of such research cooperation. For the avoidance of doubt, the Academic institutions to which the selected participants belong, will be the contracting party in any such cooperation agreement and participants shall represent and warrant in their proposal that they have the authorization of his/her Academic institutions to participate in the Call for Proposals.



ANNEX 1

Astrium & Equatorial Sistemas call for Innovative Research Proposals in Brazil - "Astrium-Innova"

Terms & Conditions

Participants agree to be bound by these Terms and Conditions when responding to the Call for Proposals. Failure to agree to be bound by these Terms and Conditions will prevent participation.

Astrium reserves the right to modify these Terms and Conditions at any time, without advance warning or notice, and/or to suspend, withdraw or cancel the Call for Proposals for any reason and at any time, without incurring any liability. Astrium furthermore reserves the right to exclude at any time a Participant who is not willing to abide by these Terms and Conditions, without incurring any liability for such exclusion.

Definitions

Unless otherwise defined, capitalised terms, singular or plural, used in these Terms & Conditions shall have the meanings set out below:

"Astrium" means Astrium SAS, a company duly organised and existing under the laws of France, with a share capital of 16 587 728 € (393 341 516 RCS Nanterre), having its registered office located 12 rue Pasteur – 92150 Suresnes – France;

"Call for Proposals" means the call for innovative research proposals in space technologies & services "Astrium-Innova" launched by Astrium;

"Participant" means university professors, PhD or post-doctoral students or other members of Brazilian university or Academic institutions;

"Proposal" means the technical report submitted by a Participant for the purpose of the Call for Proposals;

"Terms & Conditions" means the present terms and conditions as amended from time to time governing the Call for Proposals.

Description of the Call for Proposals

- The Call for Proposals is sponsored by Astrium, a world leader in Space recognised for technical excellence and extensive prime contractorship experience extending across all sectors of the space business – launch vehicles, manned space activities and satellite systems and related services.
- 2. The objective of the Call for Proposals is to evaluate the possibility to create research cooperation between Brazilian academic institutes and laboratories and Astrium on innovative themes related to space technologies and associated services.

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Conditions of Submission

- Proposals must be submitted by either university professors, PhD or post-doctoral students or other members of a Brazilian university or academic institute interested in conducting research relating to one or more of the published research topics. The Participants shall represent and warrant that they obtained the authorization from their respective entity to participate in the Call for Proposals.
- Proposals must only be submitted by individuals employed by a Brazilian university or 4. academic institute. If the submitted Proposal is a joint effort of several individuals from a single university, the Participant will represent the interests of all contributors to the Proposal. Joint submission from individuals employed by different universities is not permitted.
- The Proposal must be submitted in English.
- Non-compliance with these Terms and Conditions shall result in the disqualification of the 6. Participant from the process.
- Proposals which are incomplete, defaced or damaged will be deemed invalid. 7.
- The Participants may be requested by Astrium to modify their Proposal at any time up to 8. and including 30 September, 2012.

Deadline

The Call for Proposals will open on 1st August 2012 and will close at 12:00am (BRT) on 28 September 2012.

Awards

- 10. Once the selection process is completed, Astrium may invite the representative (s) of the University or Academic institutions to which the selected participants belong to discuss the terms and conditions of possible research cooperation with Astrium. Typically, Astrium will expect to get ownership interests in the results of such research cooperation. For the avoidance of doubt, the university or academic institution will be the contracting party in any such agreement.
- 11. The final results should be announced in October 2012.
- 12. Participants agree to abide by Astrium' decisions in relation to the Call for Proposals, which are final and binding. The details of evaluation of the Proposals will not be published. Astrium is not obliged to respond to any correspondence received from Participants and Astrium shall not incur any liability and shall not be required to indemnify any Participant in relation to the selection process.

Data Protection

- 13. During the Call for Proposals, the Proposals will only be visible to selected Astrium employees.
- 14. The Participant is requested to treat all communication between itself & Astrium as confidential information.
- 15. The collection and storage of personal information for the purposes of the Call for Proposals will be conducted in accordance with all applicable data protection laws and the EU-Directive for Data Protection.

Intellectual Property Rights

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- 16. No Participant to the Call for Proposals is entitled to use either EADS or Astrium names or any EADS or Astrium trademark or service mark as a result of his/her participation in the Call for Proposals.
- 17. All materials disclosed by Astrium for the Call for Proposals, including, without limitation, the design, text, photographs, graphics, logos, trademarks and databases are the property of Astrium SAS and/or third-party licensors. Consequently, none of the materials may be copied, reproduced, modified, removed, altered, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without the prior written consent of Astrium or the respective copyright owner.
- 18. Each Participant shall conserve the ownership of its background intellectual property rights used in the frame of the Call for Proposals.
- 19. Participants grant Astrium the right to use the Proposals for the needs of the Call for Proposals, for the whole duration of the protection and for all countries. As such, Astrium acquires without limitation the rights to use, reproduce, represent, adapt, modify, translate, distribute, and commercially exploit all or part of the Proposals whatever the medium for the needs of the Call for Proposals, for the whole duration of the protection and for all countries. Astrium may equally assign or sublicense all or part of these rights to third parties.
- 20. Each Participant shall indemnify and hold harmless Astrium from and against all third party claims in respect of intellectual property for the Proposals he/she delivers and shall be liable for any consequences and financial claims that Astrium might suffer as a result of the use of the Proposals for the needs of the Call for Proposals.

Representations and Warranties

- 21. The Participant represents and warrants that his/her Proposal contains only original and innovative ideas of the Participant.
- 22. The Participant represents and warrants that he/she has the authorization of his/her university to participate in the Call for Proposals.
- 23. The Participant represents and warrants that the Proposal he/ she submits to Astrium within the frame of the Call for Proposals:
 - a) do not contain any inappropriate or unlawful content or research proposals which do not comply with export control restrictions;
 - b) do not infringe intellectual property rights of third parties or misappropriate trade secrets or confidential information of third parties;
 - c) do not contain viruses, worms, corrupted files, cracks or other materials that are intended to or may damage or render inoperable software, hardware or security measures of Astrium and/or any other third party.
- 24. Successful Participants represent and warrant that they will obtain the consent of their university or academic institute to allow Astrium to publish the name of the relevant university or academic institute in communications involving the Call for Proposals, if Astrium should choose to do so.
- 25. Each Participant shall indemnify and hold harmless Astrium from and against any loss, cost or damage suffered by Astrium by reason of any misrepresentation.

Disclaimer

26. Astrium is not responsible and shall not indemnify the Participants for any loss, cost or damage suffered for Proposals not received due to lost, failed, delayed or interrupted connections or miscommunications or other electronic malfunctions. Astrium is not responsible for incorrect or inaccurate Proposals information, whether caused by any of the

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equipment or programming associated with or utilized in the Call for Proposals or by any human error which may occur in the processing of the entries in this Call for Proposals.

Waiver

27. The Participant acknowledges that Astrium may either itself create or obtain research proposals from other parties that may be similar to participant's Proposals. Participants therefore waive any and all claims that he or she may have as a result of the fact that proposals accepted, reviewed and/or used by Astrium or proposals which are already known to Astrium are similar to the Participant's Proposal.

Governing law and jurisdiction

- 28. The Call for Proposals and the Terms and Conditions shall be exclusively governed by and
- construed in accordance with the laws of France.
 29. Any dispute arising out of or in connection with the Call for Proposals or the Terms and Conditions shall be subject to the exclusive jurisdiction of the Courts of Paris, France.