

# Terms and Conditions for the TRISKEL Mission Award



The following general terms and conditions (“T&C”) shall govern the TRISKEL Mission Award. Please read them carefully. The term ‘Applicant’ shall refer to a university group, to a research centre or to a non-profit organization, which participates in the award program. Both Alén Space and the Applicant may be individually referred to as a “Party” or collectively as the Parties”.

The award of the program is a TRISKEL (OBC, TTC) flight model (FM) unit supplied by Alén Space. Technical specifications of TRISKEL according to the datasheet AL-TRISKEL-DTS-001-ALEN-1.3-TRISKELDataSheet.

## Applicant requirements

- Be part of a university group, research program or a non-profit organization.
- Count with an existing mission, partially founded with a launching date no later than December 2023.
- Missions must not be related in any way to a military mission or restricted end uses.
- The award must be used only for the mission described in the application sent to Alén Space.

## Timeline of the competition

- January 10th: applications opening
- March 15th: deadline for application submission
- April 15th: announcement of winning project
- September 30th delivery of TRISKEL FM unit

*Alén Space reserves the right to modify or delay the delivery date.*

## Application

A representative of each Applicant will have to fill out the [nomination form](#) available on the website of Alén Space to participate in this programme. The nomination form must be covered and submitted to [triskelaward@alen.space](mailto:triskelaward@alen.space) before March 15th 2022 12:00 AM (CET).

If the information disclosed guarantees the process reliability, Applicants will receive a confirmation email for TRISKEL Mission Award.



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[www.alen.space](http://www.alen.space)  
[triskelaward@alen.space](mailto:triskelaward@alen.space)  
+34 986 119 366

## Delivery terms

The delivery of the TRISKEL FM unit will take place according to the EXW INCOTERM (INCOTERMS 2010). Unless expressly agreed by the Parties and stated otherwise in writing, standard delivery shall be at Alén Space offices at Rúa das Pontes 6, office 2.03, 36350, Nigrán, Pontevedra, Spain.

Alén Space will not be responsible for paying any VAT, tax or custom tariffs resulting from the delivery of the TRISKEL unit.

## Jury

The jury from Alén Space will review the applications received and choose the Awarded mission. The jury is composed by:

- Guillermo Lamelas Nogueira, CEO at Alén Space
- Bibiano Arruti, Hardware designer at Alén Space
- Diego Nodar, COO at Alén Space
- Ph.D. Fernando Aguado. Full member of the International Academy of Astronautics.

Alén Space will announce the winner on April 15th on the website of Alén Space. The winner will be contacted by the Alén Space team within five days after the winner is announced. If the winner cannot be reached, does not answer in that period of time or declines the award, Alén Space will select another winner and contact the new winner at the earliest convenience.

The jury will make the decision based on the information provided by the Applicant, the selection of the winner will be made with objective criteria of suitability and will be final. The selection process results cannot be appealed by any participant.

Neither Alén Space nor the members of the jury will respond to Applicants or third parties in relation to the TRISKEL Mission Award processes or its prize. Applicants assume that participating in the TRISKEL Mission Award implies the express acceptance of this total limitation of liability on the part of the company and the jury.

In the same way, the company Alén Space will not respond, as it is a gift, for the usual obligations regarding the quality of the product delivered and the decision to use or not, at their own risk, corresponds exclusively to the winner of this process.

## Confidentiality

Any applicant and/or the winner (from now on the "Recipient" of the information) are obliged to hold confidential all information provided by Alén Space for 7 (seven) years. This confidentiality clause does not apply to information that:

- a) is known to, or in the possession of, the Recipient prior to disclosure thereof by the Applicant.
- b) is publicly known at the time information is made available to the Recipient by Alén Space.

- c) becomes publicly known, otherwise than of illegitimate actions by the Recipient, after the date it was made available to the Recipient by the Alén Space.
- e) is lawfully received from a third party free from any confidentiality restriction.
- f) is required to be disclosed by law, previous request by a judicial or administrative authority, provided that the Recipient use its best endeavors to protect the confidentiality of such information and where possible give Alén Space the opportunity to take whatever steps the latter deems necessary to protect its interests.

The Recipient shall take all reasonable measures to maintain the confidentiality of confidential information, or information that appears to be confidential provided by Alén Space.

All information provided, all documents sent, and all goods made available by Alén Space within the scope of the Triskel Mission Award, including those that are not specified as confidential, are and shall remain the property of Alén Space. Such materials will be returned to that Alén Space when so required.

The Recipient undertakes not to reverse engineer, compile, disassemble, or otherwise attempt to discover the source code and/or design of the software and/or hardware developed and property of the Alén Space. The Applicants and the Winner accept that it is strictly forbidden to modify and/or create derivative works based on the software and/or hardware property of Alén Space.

## Personal data protection

In accordance with the provisions of current regulations on the Protection of Personal Data, specifically Regulation (EU) 2016/679, of the European Parliament and of the Council, of April 27, 2016, and of the Organic Law 3/ 2018, of December 5, Protection of Personal Data and guarantees of digital rights, Alén Space informs the Applicant that its data will be incorporated into the treatment system owned by Alén Space, in order to render the requested service, as well as for the administrative management of such service.

Alén Space informs that the data protection controller is ALEN SPACE, S.L., address Rua das Pontes 6, 36350 – Nigrán (Pontevedra), Spain.

The Applicant has the right to access, correct or remove the wrong data, to request their limited treatment as well as to oppose or remove your consent at any moment, as well as to request their portability. Alén Space has the adequate forms to facilitate the exercise of your rights.

Request can submitted (or our forms can be requested), always together with a copy of your Identity Card to prove identity. In case of improper data treatment, complaint can be made with the Spanish Data Protection Agency via the following channels: - Electronic address: [www.aepd.es](http://www.aepd.es), Postal mail: C/ Jorge Juan 6, Madrid - Phone: +34 901 100 099 / +34 91 266 35 17.

Additional and detailed information on Data Protection can be requested in Alén Space dependencies: [alen@alen.space](mailto:alen@alen.space).

## **Governing law and jurisdiction**

Any dispute, controversy or claim arising out of or in connection with the award program or its subject matter whether in tort, contract, under statute or otherwise, including any question regarding its existence, validity, interpretation, breach or termination, that the Parties are unable to resolve amicably within a period of two (2) months from its occurrence, shall be submitted to the courts of Vigo (Spain) and shall be governed in accordance with the laws of Spain.

## **General liability limitation**

Alén Space shall not be liable for damages of any kind, and the Applicant/Winner shall protect Alén Space against all claims made by third Parties which relate to damages suffered by third Parties of any kind, that derives from the use and application in any way relating to the goods and information delivered by Alén Space to the Applicant/Winner, unless such damages result from gross negligence by Alén Space.

Damages refer to damages resulting from death or physical injuries, and material damages as well as indirect or consequential damages or damage resulting from economic loss or lack of profit, sustained by whatever means.