



Next Stage to Space programme

Terms and Conditions Issue 3 / valid as of 27.06.2023

Welcome to the Next Stage to Space (NSTS) programme. The aim of this programme founded by the European Space Agency (ESA) is to identify promising entities - start-ups, universities, SMEs, research centres (mentioned hereafter as “Entity”), capable to fill some specific technological gaps, allowing the Large System Integrators (LSIs), partnering with ESA for this programme to increase both competitiveness and capabilities. The focus of these capabilities has been identified through six specific topics in the field of propulsion systems. The purpose of this initiative is to encourage, support and promote technological excellence in accordance with the objectives of the ESA and its contributions to space transportation systems. To implement this, seven Entities will be granted with an incubation support aiming to foster cooperations with the LSI towards their strategic objectives.

Please read carefully the following General Terms and Conditions.

By participating in the NSTS programme, the participant agrees to be bound by these Terms and Conditions and other conditions, including privacy notices, released on the NSTS Website as well as by any decision taken by the Organiser in the context of this project. The terms used with capitals herein are defined in the final section of these Terms and Conditions.

I. ORGANISATION OF THE PROJECT – ROLES

- (1) Project Team: the NSTS programme is launched by the European Space Agency, through its Space Transportation Directorate, together with a team composed by ArianeGroup and MTA companies (both mentioned hereafter a the “LSIs”) and the Organiser Anwendungszentrum GmbH Oberpfaffenhofen (mentioned hereafter as “Organizer”). The Project Team is seeking key technologies to improve the space transportation ecosystem in Germany. In particular, Organiser will contribute, on behalf of ESA, ArianeGroup and MTA, to the organisation of the project by:
 - a. Proposing potential Applicants interested in contributing with their heritage and know-how in filling the technological gap related to each topic;
 - b. Promoting the programme through their webpages (e.g. NSTS website www.nextstage.space) and social media channels;
 - c. Inviting the interested Applicants to attend, on a free of charge basis, an Industry Day in May 2023, during which the specific topics will be presented, and network meetings are held;
 - d. Inviting the interested Applicants to participate to the “Call for applications”, in June 2023, where each participant can propose its own solution for a given specific topic and, if awarded, can be granted for incubation.



II. ELIGIBILITY - EXCLUSIONS

(1) Eligible Participants

Any eligible Applicant must be subjected to the eligibility and exclusion conditions and, generally, in compliance with these Terms and Conditions.

Except as otherwise mentioned in Section II (2) below, NSTS programme is open only to Applicants who fulfil the following **Eligibility Criteria**:

- a. The company must be either a start-up or a Small and Medium-sized Enterprise (SME)
- b. Entities such as a research centre or a university body can also apply
- c. The Applicant must be based in Germany, i.e. the location of the Applicant's registered office, of its decision-making centres and research centres, and the territory on which the development of products/services is carried out
- d. Ownership conditions: The Applicant must have as majority shareholders companies incorporated and operating under the laws of Germany.

(2) Exclusion Cases

The following are not eligible to participate as an Applicant:

- a. ESA staff members or contractors and Project Team members or contractors; they are not eligible to be granted for incubation;
- b. Any member of Technical Evaluation Board (TEB);
- c. Any individual who is subject to rules, restrictions or guidelines regarding competitions, gifts, prizes, awards, contests etc.
- d. Large enterprises are not eligible to participate (for definition see: [Glossary:Enterprise size - Statistics Explained \(europa.eu\)](#))

III. KEY DATES

Call for Interest: The call for interest for NSTS programme started on **27 March 2023** [12:00 UTC] and lasted until **22 May 2023**. Here each interested Applicant could register for interest and for attending the Industry Day, an event dedicated to present and discuss the specific topics and networking with the LSIs. It has been announced on www.nextstage.space website and disseminated on related social media.

Industry Day: This event brought together both the Project Team and all the Applicants interested to participate to the "Call for applications". The Industry Day was held on **22 May 2023**, in Ottobrunn at the ArianeGroup premises.

Call for Applications: After the Industry Day, a formal "Call for applications" is launched. This call starts on **12 June 2023** and will stay open until **20 August 2023**. Objective of the call is collecting all the interested Entities to contribute with their ideas and solutions to the six specific topics of interests selected by the LSIs.



Contextually with the “Call for applications”, additional information is provided, such as instructions for how to apply (chapter V), information about the evaluation procedure & the evaluation criteria (chapter VII). A draft contract is made available during the application process before the Applicant submits its proposals.

Evaluation period: Evaluation of the applications shall be held as of **Mid-September 2023**. During this timeframe, a TEB involving the Project Team will be held and 7 (seven) Entities covering the 6 (six) specific topics will be selected.

Incubation award: A contractual agreement with selected Entities shall be signed by **September 2023**, soon after the selected Entities will be announced on the NSTS Website and related social media.
The duration of the incubation will last until latest **30 September 2024**, however, provided that no over-costs will raise, this ending date is flexible and can be adapted depending on the efforts required during the development.

Change in timing: The NSTS Project Team may change any pre-set dates or schedules as necessary or opportune and shall update the relevant information on the NSTS website, as well as publish another issue of this Terms and Conditions.

IV. SELECTED TOPICS OF INTEREST

The LSIs identified 6 specific topics belonging to advanced technologies domain and aiming to reduce cost of access to space while increasing performance.

The project is running under Spark Funding from ESA, supporting each incubatee with 25.000 € for project development. Additionally, each LSI is co-financing the project development with a contribution of 80.000€ / 90.000 €, depending on the topic.

The table below summarizes the 6 specific topics along with respective funding offered within the NSTS programme:

#	Topic	LSI	Estimated budget
1	High efficiency batteries for space applications	AG	Up to 115.000 €
2	Folded Core materials for cryogenic CFRP tank insulation	MTA	Up to 105.000 €
3	Sealing/coatings for cryogenic CFRP surfaces	MTA	Up to 105.000 €
4	Intelligent visual detection methods for enhanced quality	AG	Up to 115.000 €
5	Optimized production in additive manufacturing (DED process)	MTA	Up to 105.000 €
6	Augmented Reality based process visualization, manufacturing and training	MTA	Up to 105.000 €
7	One additional incubation among topics #2, #3, #5, #6	MTA	Up to 105.000 €



As already stated in chapter III, 7 (seven) Entities shall be granted for incubation. One for each specific topic, plus one additional incubation among the topics of MTA. The exact funding for each incubation will be confirmed after the TEB, depending on the evaluation of the proposals. More technical information on each specific topic can be found on the NSTS website (www.nextstage.space).

V. HOW TO PARTICIPATE

(1) Participation

Any Applicant which fulfils the Eligibility Conditions (Section II (1)) and does not fall in the Exclusion Cases (Section II (2)), can participate to “Call for interest” and the “Call for Applications” by registering to a secure Data base and submitting their proposals, provided that the participant accepts these General Terms and Conditions.

(2) Modalities – Content

The participation to both Calls shall be submitted via the NSTS Website, through a Database application where the Applicant will be redirected from the site.

Once registered the Applicant shall deliver to the Database a minimum of information that will remain applicable to both calls, such as:

- a. Entity contact information;
- b. Contact information of the technical responsible for the application on behalf of the Entity;
- c. General information related to the motivation and the business case.
- d. Willingness to participate to the Industry Day and, eventually, to pitch during the presentation of the topics.

For the “Call for Interest” the deadline was **22 May 2023** [12:00 UTC].

For the “Call for Applications”, there will be an additional set of information to be provided to the Database and that will be used for the evaluation phase:

- e. Entity presentation
- f. Motivation statement;
- g. Description of the proposed technical solution;
- h. Business model;
- i. Time to market;
- j. Planned resources for this application;
- k. Planned schedule;
- l. Requested funding for the activity;
- m. Compliance to the incubation contract depending on the specific topic.

The deadline for the “Call for Applications” is **20 August 2023** [12:00 UTC].

(3) Declarations – Representations – Warranties

By submitting a proposal for the Call for Applications, the Applicant declares that:

- a. the Applicant fulfils the Eligibility Conditions (**Section II (1)**) and does not fall in the Exclusion Cases (**Section II (2)**).



- b. the Applicant fulfils the conditions set forth herein, in particular the conditions referred to in **Section V (1)** above.

The Applicant will be required to formally declare these at submission, by accepting/clicking in each respective field. The Applicant is deemed having knowledge of these Terms and Conditions, having accepted them on irrevocable basis and having accepted the use of all information, data, materials etc. by (or for) the Organiser under the purpose of this selection for the needs of the programme and related communication purposes.

By participating in this programme selection, the Applicant guarantees that the proposed idea / technology does not contain any content which copy, reproduce, plagiarise or otherwise compromises, violates or infringes any copyright or other intellectual property right of any natural or legal person or which may violate any trade secret or confidentiality obligations.

(4) Reject – Disqualification

The Organiser may reject or disqualify any Applicant in case it has any reason to believe that any of these Terms and Conditions are not complied with.

In particular – and without limitation – should the Organiser have a reason to believe that an infringement of a copyright or other intellectual property right or a violation of a trade secret or of a confidentiality obligation may have taken place by any means (including by means of an unauthorized or unlawful distribution, exhibition, or by any unauthorised use of any third party work), then the Organiser may reject or disqualify any Applicant from the selection process.

VI. LANGUAGE

The language of the NSTS programme as well as any related communication shall be English unless a prior written permission was given by the Organiser to submit communication in another language.

VII. EVALUATION

(1) Selection criteria

The evaluation criteria, for the selection of the incubatees, after the Call for Applications, shall focus on the use of the proposed technologies/solutions for the benefit of each topic in the field of space propulsion domain, as agreed with the LSIs.

A successful Applicant will be judged based on the following 5 criteria:

- C#1 (Innovation) - Show new approaches, advancements, or innovation in one or more of the topics selected by the LSIs.
- C#2 (Company) - Background and experience of the applying Entity.
- C#3 (Compliance) - Understanding of objectives, discussion of problem and risk areas, proposed design solutions, performance, and trade-offs. Compliance with the requirements.
- C#4 (Management) - Adequacy of management, quality, costing and planning for the execution of the work.



- C#5 (Contract) - Compliance with tender conditions and acceptance of contract conditions. Since ArianeGroup and MTA have a different contract baseline, consent shall be requested before sending the application.

(2) NSTS Selection Committee

The NSTS Selection Committee established and coordinated by the Organiser, will be made up of members from the Project Team (ESA, ArianeGroup, MTA and the Organiser) having technical background to evaluate all the applications in order to select the successful incubatees.

All members of the NSTS Selection Committee will be bound by:

- a. confidentiality on the evaluation and the outcome of selection until it is approved; and
- b. impartiality and lack of conflict of interest; in case of conflict of interests, the member of the NSTS Selection Committee will promptly inform in writing the NSTS Selection Committee chair, who shall take all the necessary measures to ensure that such potential conflict does not impair the fairness of the evaluation.

In particular, the members of the NSTS Selection Committee will be required to declare if they have or have had any personal and/or professional relationship with any of the Applicants, including:

- a. Current business or professional relationship;
- b. Past or present association as thesis advisor or thesis student;
- c. Having had substantial collaboration during their professional career;
- d. Current employment at the same institution;
- e. Previous employment at the same institution within the last 12 months.

In case of any conflict of interest with an Applicant, the member of the NSTS Selection Committee shall refrain from the evaluation procedure.

(3) Evaluation process

The Members of the NSTS Selection Committee will use the Database in the evaluation, followed by a selection process through a TEB.

Each Member shall evaluate the single proposal, assigning a score to each Criterion defined in **Section VII (1)**. Considering that, a weighting factor is associated to each of the above Criterion, the final score will provide also a rank of Applicants for each topic.

The results found by the NSTS Selection Committee shall be considered binding to the Applicant and final.

(4) Selection of the Incubatees

The NSTS Selection Committee, through a formal TEB report, shall nominate the Incubatees amongst the top scoring Applicants. If the winning Applicant is not willing to accept, the next position will be granted for incubation.



(5) Notice

The winning Entities shall be notified upon completion of the evaluation and the selection process by the Organiser.

(6) Conditional Award

The granting of the incubation is conditional upon the acceptance and compliance, by the Applicant, of these Terms and Conditions.

The Organiser reserves the right to withdraw the incubation and select another Applicant in case the Organiser has any reason to believe that any of these Terms and Conditions are not complied with, in particular in case the Applicant has not granted the acceptance referred to in **Section V (1)** of these Terms and Conditions.

In addition, the Organiser reserves the right to ask the Applicants to execute any document necessary to confirm the rights granted by these Conditions.

VIII. RIGHTS GRANTED BY PARTICIPANTS

By participating in this NSTS programme, the Applicant acknowledge and agree that the Organiser, on behalf of ESA and LSIs, is authorised to use (including to publish, distribute, share, edit, modify, store, display etc.) any material related to the selection for communication and promotional purposes (e.g. by displaying it on NSTS website and related social media). These may include:

- a. the Applicant and the supporting documentation, including visuals like images, graphics and video material;
- b. statements or declarations made by the Applicant in connection with the NSTS programme or process;
- c. any recordings of the voices, images or other attributes of the Applicant collected or performed in connection with the NSTS programme or process.

This authorisation is granted without a formal declaration being needed in this respect, on a free of charge, perpetual, worldwide and transferable basis, for any Organiser's needs, in particular for:

- a. the verification of the eligibility conditions and of the selection;
- b. for Organiser's Communication purposes, in particular to highlight the NSTS project and to promote similar initiatives in the future.

IX. INFORMATION – PERSONAL DATA

Personal Data is processed according to the Organiser Personal Data Protection Framework (Art. 13 of the EU General Data Protection Regulation (GDPR) when collecting personal data from the data subject). The Organiser collects and/or processes personal data to the extent such collection and processing is necessary or useful in the context of this project and related communication activities.



More info about the Organiser privacy policy can be found at the following URL:

<https://nextstage.space/privacy-policy/>

All of the personal data of the participants will be treated confidentially and may only be passed on to the group of persons named by the Organiser for the evaluation.

By participating in the NSTS Programme and accepting the awarded Incubation Prize, all participants acknowledge that the Promoter and the Initiators may use their names, addresses, comments, illustrations, photographs and short descriptions of the project ideas approved by the participant on the website for publicity or promotion in connection with this Call for Proposals or otherwise in any medium now known or hereafter developed (including the Internet or other interactive networks) in any place and at any time without further compensation or right of review, and agree to waive their rights with respect to such publicity and promotion.

X. MISCELLANEOUS

(1) Modification – termination of the selection

The Organizer has the right to modify, suspend, cancel or terminate the selection, at any time and without any obligation, liability or responsibility, for any reason, in particular, if the selection is not capable of being run as planned or if its requirements are not fulfilled.

(2) Compliance with Laws and Regulations

All Participants must observe all local, regional, national, and international laws, orders, directives, ordinances, treaties, rules and regulations which may apply to them in connection with all aspects of their participation to the NSTS project. Participants are solely responsible for acquiring the appropriate licenses, waivers, or permits from the applicable regulatory bodies or other applicable third parties. Organisers shall in no way be responsible for providing the Participants any advice or counsel, legal or otherwise, with regard thereto.

(3) Applicable Law and Settlement of Disputes

Except for personal data matters or incidents for which the Organiser Framework on Personal Data Protection shall apply, and for which the Organiser shall have jurisdiction:

- a. The agreement resulting from acceptance of these Terms and Conditions shall be governed by and shall be interpreted in accordance with the Law of Germany.
- b. All disputes between Organiser and Entities in connection with or arising out of the existence, validity, construction, performance and termination of this NSTS project (or any terms thereof) which the parties cannot resolve amicably within a reasonable period of time, shall be finally settled under the Arbitration of the German Law. Each involved party shall bear its own representation fees and costs associated with the arbitration. The arbitration proceedings shall be conducted in the German language in Munich (Germany) and the arbitration award shall be final and binding upon the



parties, their successors and assigns which shall comply in good faith with such decision.

(4) Limitation of the Organiser liability

By participating in the NSTS project, the Applicants agree:

- a. that the Organiser will be liable only for losses resulting from procedural breaches of the project, only in the event of wilful intent (including fraudulent intent) and gross negligence on the part of the Organiser, provided that the claim is formulated within three (3) months of the date when the first loss occurred. Any claims beyond the above shall be excluded;
- b. to release the Organiser from any and all liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, in connection with this project.

(5) Modification of the Conditions

These Terms and Conditions may be changed by the Organiser at any time and shall be applicable upon notification of change at least on the NSTS Website. The amendments shall be numbered sequentially (e.g, number of issue) for the sake of traceability.

XI. LIST OF ABBREVIATIONS AND/OR DEFINITIONS

“Agency” or “ESA”	European Space Agency, governed by ESA Convention opened for signature in Paris on 30 May 1975 and available on www.esa.int , having its Headquarters located at 24 rue du Général Bertrand, CS 30798, 75345 Paris Cedex 07, France.
“Applicant”	Each Entity, e.g. start-up, small and medium enterprise (SME), university, research centre, willing to support LSI in developing the six topics they have selected.
“Database”	A database made available by a third-party licensor, under its own terms and conditions and its own privacy notice available on the Database, used as a tool for collecting potential entities able to perform the development of selected topics, as agreed with the LSIs.
“Entity”	For the purpose of the NSTS programme, any start-up, university, SME or research centre, interested to apply to the NSTS programme.
“Incubatee”	Each of the seven Applicants selected as winners of the NSTS programme, in accordance with these Terms and Conditions.
“LSI”	Large System Integrator, here referred to ArianeGroup and MT Aerospace companies.
“NSTS”	Next Stage to Space, the ESA Programme aiming to support LSIs in achieving their technological objectives in the field of space transportation systems.
“NSTS Website”	Means the website accessible at the following URL www.nextstage.space



“Organiser”

The Organiser, AZO Anwendungszentrum GmbH Oberpfaffenhofen, the company acting on behalf of ESA, ArianeGroup and MTA, to implement and execute the NSTS Programme

“Project Team”

The team behind the NSTS programme, which is composed by ESA, ArianeGroup, MTA and the Organiser.

“Proprietary Information”

Any information or data of financial, personal, commercial or technical nature marked as proprietary, whether it is in written, electronic, photographic, oral and/or any other form relating to and/or disclosed by or on behalf of the disclosing party to the receiving party, pursuant to these Terms and Conditions.