

ESA PAYLOAD MASTERS

Terms and Conditions

Table of Contents

I. INTRODUCTION	2
II. ORGANISATION OF THE PROGRAMME	2
III. ELIGIBILITY - EXCLUSIONS	2
IV. SCHEDULE	3
V. HOW TO PARTICIPATE	4
VI. LANGUAGE	5
VII. EVALUATION	5
VIII. RIGHTS GRANTED BY PARTICIPANTS	7
IX. INFORMATION – PERSONAL DATA.....	7
X. TERMINATION	8
XI. MISCELLANEOUS	8
XII. LIST OF ABBRIVIATIONS AND/OR DEFINITIONS	9

I. INTRODUCTION

The ESA Payload Masters comes on the back of European Space Agency's (ESA) commitment to develop the European space industry, based on industrialisation and the commercialisation of space products and services, upscaling on global markets, as well as access to new sources of investments and finance. This programme builds on the well-proven tool of an innovation competition, initiated by ESA and in cooperation with other stakeholders. The purpose of the ESA Payload Masters is to promote and scout for innovative microgravity experiments and novel technologies for payloads, while also facilitating the democratization of space exploration for space and non-space industries. Being one of the main tools to boost companies' competitiveness by eliminating the famous "valley of death" and accelerating the deployment of innovative technology, the access to in-Orbit Demonstration and Validation (IOD/IOV) is in the core of this programme.

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

II. ORGANISATION OF THE PROGRAMME

The ESA Payload Masters is initiated by ESA, through its ESA Directorate for Commercialisation. The competition is organised by AZO Anwendungszentrum GmbH Oberpfaffenhofen (mentioned hereafter as Organiser) in cooperation with The Exploration Company (TEC). Together, the three entities are seeking for innovative payloads or microgravity experiments, to be considered for a launch opportunity in the first demonstration flight called "Mission Possible", developed and operated by TEC. "Mission possible" offers a microgravity platform for pioneer customers will be launched in Q4 2024. Through the competition, ESA intends to offer to two winners of the ESA Payload Masters the possibility to commit a payload of 10 kg each for "Mission possible".

III. ELIGIBILITY AND EXCLUSIONS

(1) Eligible Participants

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

Except as otherwise mentioned in Section III (2) below, the ESA Payload Masters is open only to Applicants who fulfil the following **Eligibility Criteria**:

- a. The Applicant must be a juridical entity, registered in
 - i. One of the ESA 22 Member States¹ or
 - ii. One of the ESA Associate Members² or
 - iii. Canada.

¹ Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, The Netherlands, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland and the United Kingdom.

² Slovakia, Slovenia, Latvia, Lithuania.

- b. A minimum Technology Readiness Level (TRL) of 5 for the suggested payload or microgravity experiment is required.

Consortia composed of entities, who fulfil (1)a will be considered eligible only if their submitted payload or microgravity experiment fulfils (1)b.

(2) Exclusion Cases

The following participants are not eligible to apply:

- a. ESA staff members or contractors and Programme Team members or contractors;
- b. Any member of Evaluation Board;
- 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 \(europa.eu\)](https://ec.europa.eu/economy_finance/glossary/enterprise-size-statistics-explained)).

IV. SCHEDULE

Start date:	The ESA Payload Masters will be launched on 28 March 2023 [16:00 CET] on the ESA Payload Masters sub-page (www.spaceimpact.eu/payload-masters) on the Space Impact Website (www.spaceimpact.eu) and disseminated on related social media.
Submission phase:	Applications will be accepted from the Start Date until 30 April 2023, 23:59 CET 1 May 2023, 23:59 CEST (extended) .
Evaluation phase:	The evaluation of all applications shall start on 2nd May 2023 and shall end on 15th May 2023 [23:59 CET] .
Finalist pitches:	Up to 6 (six) finalists can pitch at the Spring School on Space Commercialisation and Start-ups , in Bari, Italy on 23 - 24 May 2023 . After the pitches, a jury consisting of ESA and TEC will decide on up to 2 (two) winners. The responsibility for organising this activity will be assumed by ESA.
Announcement of Winners:	The (up to) 2 (two) winners shall be announced at the ESA Booth Paris Airshow in Paris Le Bourget Exhibition Centre on 19 - 25 June 2023 . The responsibility for organising this activity will be assumed by ESA.
Change in timing:	The Organiser may change any pre-set dates or schedules as it may deem necessary and shall update the relevant information on the ESA Payload Masters Website.

V. HOW TO PARTICIPATE

(1) Participation

Any Applicant which fulfils the Eligibility Conditions (Section III (1)) and does not fall in the Exclusion Cases (Section III (2)), can apply to the ESA Payload Masters by registering to a secure Database and submitting their proposal for a payload or microgravity experiment, provided that the participant accepts these General Terms and Conditions.

(2) Modalities – Content

The participation to the ESA Payload Masters shall be submitted via the SPACE IMPACT website (www.spaceimpact.eu), where the ESA Payload Masters sub-page is located (www.spaceimpact.eu/payload-masters), or directly through a Database application where the Applicant will be redirected from this Website.

Once registered the Applicant shall deliver to the Database a minimum of information, including:

- a. Contact data of the Applicant;
- b. Company information;
- c. Information about the submitted payload incl. adherence to the main requirements and description of various technical and business aspects. Information on the planned path for commercialisation shall also be stated.
- d. Other relevant data.

(3) Declarations – Representations – Warranties

By submitting an application, the Applicant declares that:

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

The Applicant may 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 payloads or microgravity experiments 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) Rejection – 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 ESA Payload Masters, 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 up to 2 (two) winning Applicants, shall focus on the following:

- a. Feasibility (e.g. to ensure the payload integration and delivery are in line with the set deadlines³);
- b. Technical relevance / novelty of demonstrator;
- c. Potential commercialisation;
- d. A minimum Technology Readiness Level of 5.

(2) Selection jury

The ESA Payload Masters selection jury established and coordinated by the Organiser, will be made up of members from ESA and TEC, having technical background to evaluate all the applications in order to select up to 6 (six) finalists for a pitch session, coordinated by ESA.

All members of the ESA Payload Masters selection jury 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 ESA Payload Masters selection jury will promptly inform in writing the selection jury 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 ESA Payload Masters selection jury will be required to declare if they had any personal and/or professional relationship with any Applicant, including previous close business or professional relationship;

In case of any conflict of interest with an Applicant, the member of the ESA Payload Masters selection jury shall refrain from the evaluation procedure.

³ Please refer to “Payload User's Guide - Nyx Mission Possible” document, issued by TEC and published on the ESA Payload Masters sub-page www.spaceimpact.eu/payload-masters.

(3) Evaluation process

The Members of the ESA Payload Masters selection jury will use the Database for the evaluation in order to select up to 6 (six) finalists.

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. The results found by the ESA Payload Masters selection jury shall be considered binding to the Applicant.

The up to 6 (six) finalists can pitch at the [Spring School on Space Commercialisation and Start-ups](#), in Bari, Italy on 23 - 24 May 2023. The Organiser shall not assume any responsibility for the organisation of this pitch session and shall not be involved in any travel arrangements or travel cost reimbursements with the finalists. After the pitches, the Members of the ESA Payload Masters selection jury will gather for a last round of evaluations and select up to 2 (two) winning applications.

(4) Notice

Up to 2 (two) winning Applicants shall be notified upon completion of the evaluation and the pitches by the Organiser. The winning Applicants will be constrained from disclosing their award until a formal announcement during an Award ceremony. The granting of the Award(s) is conditional upon the acceptance and compliance, by the Applicant, of these Terms and Conditions.

(5) Award ceremony

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

The Organiser reserves the right to withdraw the Award and choose a next runup Applicant in case ESA and/or TEC or the Organiser have 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 VII (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.

The Award ceremony will be organised by ESA at the ESA booth at the [Paris Airshow](#) in Paris Le Bourget Exhibition Centre on 19 – 25 June 2023. The Organiser shall not assume any responsibility for the organisation of the Award ceremony.

Once the up to 2 (two) winning Applicants have formally accepted the award(s), TEC will enter into the a respective contractual relationship with them, and/or one of the runners-up, as appropriate, for the implementation of the flight demonstrator. ESA and the Organiser will not incur any liability in relation to the implementation of the flight demonstrator, the timing, the scope and any other aspect of the flight opportunity of the “Mission Possible” capsule, by TEC. This is part of the contractual arrangement between the winner and TEC and not part of the competition or these Terms and Conditions. Neither ESA nor the Organiser shall be liable

for any risks arising therefrom or arising in the future out of the agreement between the winners and TEC.

VIII. RIGHTS GRANTED BY PARTICIPANTS

By participating in this ESA Payload Masters programme, the Applicant acknowledge and agree that the Organiser, on behalf of ESA and TEC, is authorised to use (including to publish, distribute, share, edit, modify, store, display etc.) any related materials for communication and promotional purposes (e.g. by displaying it on ESA Payload Masters website and related social media channels of Space Impact). 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 ESA Payload Masters programme or process;
- c. any recordings of the voices, images or other attributes of the Applicant collected or performed in connection with the ESA Payload Masters 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 ESA Payload Masters programme and to promote similar initiatives in the future.

IX. INFORMATION – PERSONAL DATA

Personal Data is processed according to the Organiser's 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.⁴

The personal data of the participants will be treated confidentially and may only be passed on to the Selection jury composed by the Organiser, ESA and TEC. These Jury will get access to the database for the purpose of the evaluations of the application, as well as for the communication of the finalists and winners.

By participating in the ESA Payload Masters and accepting the Award(s), all participants acknowledge that the Organiser may use their names, addresses, comments, illustrations, photographs and short descriptions of their payloads approved by the participant on the website for publicity or promotion as a winner of the ESA Payload Masters in connection with 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

⁴ More info about the Organiser's privacy policy can be found at the following URL: <https://nextstage.space/privacy-policy/>.

agree to waive their rights with respect to such publicity and promotion. The Organiser's role as data controller is limited to the process of determining the winner and ends at the moment the winner(s) is/are published on the ESA Payload Masters Website.

X. TERMINATION

All parties are bound to the Terms and Conditions as soon as the ESA Payload Masters begins (see Section IV) and shall remain in effect until the winners are announced. Upon termination, all communication related to the winners has to be mutually agreed between the winner, AZO, ESA and TEC. Likewise, the Organiser is no longer liable for the personal data granted during the ESA Payload Masters Programme.

XI. MISCELLANEOUS

(1) Modification – termination of the selection

The Organiser 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 ESA Payload Masters. Participants are solely responsible for acquiring the appropriate licenses, waivers, or permits from the applicable regulatory bodies or other applicable third parties. The Organiser 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's 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 the ESA Payload Masters (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 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's liability

By participating in the ESA Payload Masters, the Applicants agree:

- a. that the Organiser will be liable only for losses resulting from procedural breaches of the programme, 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 programme.

(5) Modification of the Conditions

These Conditions may be changed by the Organiser at any time and shall be applicable upon notification of change at least on the ESA Payload Masters Website. The amendments shall be numbered sequentially for the sake of traceability.

XII. LIST OF ABBRIVIATIONS AND/OR DEFINITIONS

“Organiser”	AZO, Anwendungszentrum GmbH Oberpfaffenhofen, the company organising the ESA Payload Masters on the initiative of ESA and in cooperation with TEC.
“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 Mario Nikis, CS 30798, 75015 Paris, CEDEX 15, France.
“TEC”	The Exploration Company, a French-German company, founded in 2021, with a headquarter in Munich, Germany and another site in Bordeaux, France. TEC has raised one of the biggest Seed Series in Europe backed by tier-one investors (Promus Ventures, Cherry, Vsquared), and more recently the biggest Series A so far for Spacetechn in Europe.
“Mission possible”	Mission Possible is the first demonstration flight of Nyx - a modular and reusable orbital vehicle, developed, manufactured and operated by TEC, with payloads on board. For this first flight, the Nyx capsule will be a sub-scale of the final one (2,5m diameter for a 4-meter final capsule) and will be launched without its service module for a short mission in LEO. It is planned to be launched in 2024 and will enable 300kg of payloads to experience a microgravity environment for up to one hour before the capsule performs a controlled re-entry, and splashes down in the Ocean. After the recovery of the capsule, the onboard payloads will be handed over.

“Applicant”	Each eligible entity, e.g. start-up, small and medium enterprise (SME), university, research centre, etc. interested in testing a payload or a microgravity experiment on board of the TEC demonstration “Mission possible” in October 2024.
“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 provide a payload or a microgravity experiment.
“Website”	Means the URL, where the ESA Payload Masters sub-page is accessible (www.spaceimpact.eu/payload-masters). This sub-page is part of the Space Impact Website (www.spaceimpact.eu), owned by the Organiser.