

TERMS AND CONDITIONS FOR PARTICIPATING AS A PARTNER TO THE ESA CIVIL SECURITY FROM SPACE PROGRAMME

Please read the following terms and conditions (“Terms and Conditions”) carefully before registering to join as partner or Associate partner to the ESA Civil Security from Space programme (“CSS programme”).

The present Terms and Conditions are released by the European Space Agency, an international intergovernmental organisation governed by its Convention, having its headquarters at 8-10 Rue Mario Nikis, 75015 Paris, France (“ESA” or “the Agency”).

Participation is governed by the following Terms and Conditions, which constitute an agreement between the legal entity identified during the registration to either Partner Groups, namely, CSS User Consultation Group (CSS-UC) or CSS Industry Association (CSS-IA) (“the Participant”) and ESA.

Individuals acting on behalf of a legal entity are responsible for ensuring that they have the authority to accept the present Terms and Conditions on behalf of that legal entity.

By registering to participate in the CSS-UC or CSS-IA, the Participant accepts:

- a) The present Terms and Conditions applicable to the registered Partner group;
- b) the ESA Personal Data Protection Framework and the [Civil Security from Space Privacy Notice](#) and Consent Form.

Nothing in or relating to the present Terms and Conditions shall be deemed a waiver, express or implied, of any of the privileges and immunities of ESA.

Purpose

The CSS programme aims to foster the development of solutions serving the civil security and crisis management domains. To achieve this, the CSS programme invites Users and Industry to collaborate with the CSS programme, contributing and supporting the CSS 2035 vision. The CSS User Consultation Group (CSS-UC) and CSS Industry Association (CSS-IA) are forums where the CSS partners aim to support the shaping of the CSS programme workplans and future activities.

The ESA Civil Security from Space User Consultation Group (CSS-UC) seeks to:

- foster the understanding and prioritisation of the civil security and crisis management stakeholders’ needs across multiple use cases
- catalyse collaboration opportunities, concepts of co-operation and access to information between User communities
- engage in the consolidation of use case applications and services, as well as operating concepts serving the needs and priorities identified by the CSS-UC partners
- support the build-up of opportunities and recommend necessary studies, projects and initiatives in response to identified User interests and in line with commercial, institutional, national and/or European objectives

The ESA Civil Security from Space Industry Association (CSS-IA) will bring together Partners from the industry of the Participating States to the CSS programme, and Associate Partners from the industry of any other ESA Member State, Associate State, or Cooperating State, and seeks to:

- foster the collaboration between industry developing solutions targeted to civil security and crisis management use cases
- catalyse interoperable solutions through the adoption of standards by the CSS-IA partners
- engage in the consolidation of system and service concepts serving the needs and priorities identified by the CSS-UC partners
- support the build-up of consortia of partners in preparing studies, projects and initiatives in response to identified key-enabling technologies and product adaptations, in line with newly adopted interoperability standards fostering the CSS vision 2035 of a federation of systems.

Registration as Participant

To register to participate in the CSS-UC or CSS-IA, the Participant must complete the online [registration](#) form and submit it for validation.

By registering to participate in the CSS-UC or CSS-IA, Participants confirm that they are aligned with the purpose and the objectives of the CSS-UC or CSS-IA as defined above. Participants further confirm their intent to participate (to the best of their ability) and to contribute to events and activities planned in the framework of the CSS-UC or CSS-IA.

Participants from any State can register to participate as Partners in the CSS-UC.

Participants from any of the Participating States to the CSS programme¹ can register to participate as Partners in the CSS-IA. Participants from any other ESA Member, Cooperating or Associated State can participate as Associate Partners to stay informed about, and to engage with, the progress of the CSS programme. Associate Partners will not be contributing to the CSS Programme strategy and work planning, and will only receive high-level executive summaries of the work performed by the CSS-IA.

Upon validation, the Participant will receive a confirmation via email. The Participant is solely responsible for protecting the confidentiality of any credentials received from ESA, and solely liable for any harm resulting from disclosing them or allowing their disclosure. The Participant must notify ESA immediately in the event of suspected or actual unauthorised use of the Participant's means of communication or credentials.

Participation in the CSS-UC or CSS-IA is free and entails no exchange of funds for any purposes. All costs for participation are at the own cost of each Participant and will not be reimbursed by ESA.

There shall be no entitlement to participate in the CSS-UC or CSS-IA. ESA shall be entitled to refuse registration of Participants for any reason.

Exclusion of Participants

Notwithstanding the possibility for ESA to refuse registration of a Participant for any reason, ESA reserves the right to exclude a Participant from participating in the CSS-UC or CSS-IA if any of the following events occurs:

- a) the Participant seriously or repeatedly violates these Terms and Conditions
- b) the Participant acts in a manner inconsistent with ESA's reputation and status

¹ [Partners Groups Webpage](#).

- c) the Participant falls under any of the following situations:
 - (i) the Participant has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity
 - (ii) the Participant violated, or is suspected of violating, Intellectual Property Rights of a third party

Protected content

During events and activities organised within the framework of the CSS-UC or CSS-IA, it is not intended to exchange or make available any proprietary information between the Participants and/or ESA.

For the avoidance of doubt, any sharing of proprietary information between the Participants and/or ESA identified as such (e.g. strategic and commercially sensitive information), including all information, works and/or results jointly developed in the setting of activities initiated in the setting of the CSS-UC or CSS-IA, will be subject to their respective policies and procedures relating to the disclosure of information of proprietary nature.

Any proprietary information exchanged shall be used solely for purposes of the CSS-UC or CSS-IA and such information shall be kept confidential by each of the Participants. Without limiting the foregoing, the proprietary information shall not be used in any way in competition with the business of the other Participants. Notwithstanding the foregoing, any proprietary information may be disclosed to representatives, agents, or advisors (collectively, its "Representatives") for the purpose of the present Terms and Conditions (it being understood that such Representatives shall be informed by such Participant of the proprietary nature of such information and shall treat such information confidentially and comply with all other provisions of this Section).

The Participants are entitled to issue official media statements or other public communication regarding their participation in the CSS-UC or CSS-IA, provided that the draft media statement or other public communication has been approved in advance by the Chair of CSS-UC or CSS-IA.

A publication by a Participant shall not contain any proprietary information of the other Participants, unless approved in advance and in writing by the Participant concerned. An approval of such communication shall not be unreasonably delayed.

Limited use of logo types

ESA grants the Participants a non-exclusive, non-assignable, revocable (in case of breach of these Terms and Conditions) worldwide, non-sublicensable right to use, reproduce, and display the ESA Logotype exclusively for communication purposes related to their participation in the CSS-UC or CSS-IA, keeping such ESA Logotype separate and distinct from any other logo or name, and only for the duration of the CSS-UC or CSS-IA.

The Participants grant ESA a non-exclusive, non-assignable, revocable (in case of termination of participation pursuant to these Terms and Conditions) worldwide, non-sublicensable right to use, reproduce, and display their logotype exclusively for communication purposes related to activities of the CSS-UC or CSS-IA and only for the duration of the CSS-UC or CSS-IA.

Participants shall ensure that the use and reproduction of the ESA Logotype is in conformity with the graphic rules described at: https://brand.esa.int/mp-files/esabrand-manual_logo.pdf/.

ESA shall ensure that any use of the logotype of the Participant conforms with the graphic rules that shall be communicated by the Participant to ESA in due time.

Participants shall not use the ESA Logotype in a manner that could be detrimental to the reputation of ESA and shall refrain from any misleading communication in relation to the respective roles of ESA and the Participants.

Change, suspension or discontinuance

ESA may change, suspend or discontinue the CSS-UC or CSS-IA or any feature thereof at any time, without prior notice, and shall have no liability to the Participants for such change, suspension or discontinuance. ESA undertakes to clearly communicate any such changes to the Participants of the CSS-UC or CSS-IA.

Participation in the CSS-UC or CSS-IA cannot be guaranteed by ESA and does not imply a right to participate in any or all events or activities organised by ESA in the framework of the CSS-UC or CSS-IA.

Disclaimers and limitation of liability

Participation in the CSS-UC or CSS-IA does not constitute an agreement or commitment by ESA to enter into or provide support for any specific activity. Specific arrangements for individual activities may be, as appropriate, formulated in writing, and subject to separate agreements, as needed.

Nothing in the present Terms and Conditions shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Participants and ESA.

ESA shall have no obligation, liability or responsibility towards the Participants for:

- a) all costs and other expenses to be incurred by the Participants in connection with the registration for the CSS-UC or CSS-IA
- b) any claim relating to the participation in events and activities carried out within the framework of the CSS-UC or CSS-IA
- c) any damage caused or sustained by any of the Participants, including any damage caused to third parties as a consequence of, or during the registration for and/or participation in, the CSS-UC or CSS-IA
- d) any force majeure event
- e) conduct in violation of the present Terms and Conditions

Notwithstanding ESA's efforts to ensure secure communication, the Participants acknowledge that all electronic data transfers are potentially susceptible to interception by others.

ESA does not warrant the accuracy of information provided by the Participants or other external sources during events or activities of the CSS-UC or CSS-IA and accepts no responsibility or liability for any consequences arising from the use of such information.

ESA does not provide any warranties with respect to the use of the ESA Logotype.

The Participants expressly acknowledge and agree that any and all participation in the CSS-UC or CSS-IA is at the sole risk of the Participants. ESA does not make any warranty for the results that may be obtained from participation in the CSS-UC or CSS-IA. The Participants waive and discharge any and all claims against ESA arising out of related access to or participation in events or activities in the framework of the CSS-UC or CSS-IA or lack thereof.

Indemnification

The Participant agrees to defend at its own expense, indemnify and to hold ESA exempt from any claim or demand made by any third party due to or arising out of content the Participant uses, disseminates, or makes otherwise available in the framework of its participation in the CSS-UC or CSS-IA, the use by ESA of the Participant's logotype in accordance with these Terms and Conditions, the Participant's breach of the present Terms and Conditions or the Participant's infringement of any rights of a third party.

Compliance with laws and regulations

The Participants must observe all local, regional, national, and international laws, orders, directives, ordinances, treaties, rules and regulations which may apply to the Participant in connection with all aspects of the registration for, and participation in, events or activities in the framework of the CSS-UC or CSS-IA. The Participant is solely responsible for acquiring any required or appropriate licenses, waivers, or permits from the applicable regulatory bodies or other applicable third parties. ESA shall in no way be responsible for providing the Participant with any advice or counsel, legal or otherwise, with regard thereto.

Settlement of disputes

Except for personal data matters or incidents, for which the ESA Framework on Personal Data Protection

(https://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations)

shall apply and for which the ESA Data Protection Supervisory Authority shall have exclusive jurisdiction, any disagreement in connection with or arising out of the registration for or participation in the CSS-UC or CSS-IA shall be settled amicably in good faith.

Changes to the Terms and Conditions

ESA reserves the right, at its discretion, to make changes to the present Terms and Conditions at any time. They will come into effect immediately when the updated Terms and Conditions are posted on the ESA homepage, unless otherwise stated. The Participant's continued participation in the CSS-UC or CSS-IA following any changes or modifications of the present Terms and Conditions, will constitute a binding acceptance by the Participant of such changes or modifications.

Notices and Communication

Any notice or communication pursuant to the present Terms and Conditions shall be made in writing by email to the most recent email address that the Participant has notified to ESA.

Communications addressed to ESA in relation to the CSS-UC or CSS-IA and the present Terms and Conditions shall be addressed to civil.security@esa.int