

## TERMS AND CONDITIONS FOR PARTICIPATION IN THE NTN FORUM

Please read the following terms and conditions (“**Terms and Conditions**”) carefully before registering to join as participant to the ESA Non-Terrestrial Network Forum (“**NTN Forum**”).

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**”).

Participation in the NTN Forum is governed by the following Terms and Conditions, which constitute an agreement between the legal entity identified during the registration the NTN Forum (“**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 NTN Forum, the Participant accepts:

- a) The present Terms and Conditions applicable to the NTN Forum;
- b) the ESA Personal Data Protection Framework and the Privacy Notice and Consent Form<sup>1</sup>.

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.

### 1. Purpose

The NTN Forum, acting in the public interest, is committed to providing a collaborative platform for all relevant stakeholders to foster collective actions towards a harmonious, non-discriminatory and market-driven development and implementation of non-terrestrial network (“**NTN**”) solutions for 5G and 6G systems and related services.

Through collective efforts, the NTN Forum aims to drive innovation, shape industry standards, and promote the widespread adoption of NTN solutions.

The NTN Forum is open to Participants from the industry of the ESA Member States, ESA Associate Member States, Canada, European Cooperating States, as well as non-ESA Member States. The NTN Forum seeks to:

- bring together the perspectives of all interested NTN stakeholders, including satellite, mobile and terrestrial network operators, and service providers, vertical stakeholders, network infrastructure vendors (space and terrestrial) and manufacturers of consumer equipment, IT providers;
- identify and address suitable use cases for NTN solutions;
- identify synergies that exist between the needs for the NTN services from different verticals such as transport, public safety, utilities, agriculture, media and entertainment as well as other vertical industry sectors;
- identify and address market opportunities and relative business and commercial viability models; and the business interfaces between involved actors;

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<sup>1</sup> Available at [https://www.esa.int/About\\_Us/Law\\_at\\_ESA/Highlights\\_of\\_ESA\\_rules\\_and\\_regulations](https://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations)).

- identify and address commercial, technical, and regulatory barriers and challenges to widespread availability and adoption of solutions combining terrestrial networks (“TN”) and & NTN components to the market, including space, ground, network segments and related user equipment based upon 5G/5G Advanced/6G technology, in particular smartphones, connected objects and cars as well as moving platform mounted devices;
- develop an implementation framework and related guidelines for possible reference 5G/5G Advanced/6G TN/NTN network infrastructures and service platforms, aiming at the provision of services according to the respective requirements of different vertical sectors;
- identify commercial and regulatory means by which network rollout may be accelerated to achieve (near-)universal coverage of the territory and of the population;
- promoting a dialogue with relevant regulators and policy makers to contribute to efficient regulation;
- cooperate with relevant technical standardisation organisations, and other industry fora and/or associations developing and promoting open specifications and standards;
- promote an open and competitive market for equipment and encourage new features and services;
- foster confidence among stakeholders in the effective implementation of NTN solutions by proposing interoperability tests and requests for certification to the appropriate bodies to ensure the reliability of NTN solutions;
- promote satellite benefits towards telecom and vertical industries as well as in 3GPP and other relevant standardisation bodies or industry associations.

## **2. Registration as Participant**

To register to participate in the NTN Forum, the Participant must complete the online registration form and submit it for validation. Upon registering, Participants may be asked to identify with a certain stakeholder group within the NTN ecosystem and to express their interest in joining specific Working Groups.

By registering to participate in the NTN Forum, Participants confirm that they are aligned with the purpose and the objectives of the NTN Forum 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 NTN Forum.

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 NTN Forum is free of charge and entails no exchange of funds for any purpose. 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 NTN Forum. ESA shall be entitled to refuse registration of Participants for any reason.

### 3. 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 NTN Forum 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;
- 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; or
  - (ii) the Participant violated, or is suspected of violating, Intellectual Property Rights of a third party.

### 4. Implementation

The implementation of the activities of the NTN Forum foreseen in the present Terms and Conditions shall be coordinated through the following bodies:

- a) The **General Assembly**, open for the attendance and participation of all Participants;
- b) The **Steering Board**, consisting of an uneven number of members appointed from among the representatives of Participants that are headquartered and have their principal place of business in an ESA Member State, ESA Associate Member State, or Canada; and
- d) **Working Groups**, established by the Steering Board and open for the participation of all Participants.

ESA shall act as the Secretariat of the NTN Forum and shall facilitate its activities and the work of its bodies.

Specific rules on the organisation of the NTN Forum and its bodies shall govern the activities of the NTN Forum bodies, appointments thereto, as well as their amendment. The Secretariat shall draw up the initial version of these rules and appoint the initial members of the Steering Board.

### 5. Protected Content

During events and activities organised within the framework of the NTN Forum, 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 NTN Forum, 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 NTN Forum 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 NTN Forum, provided that the draft media statement or other public communication has been approved in advance by the Steering Group of the NTN Forum.

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 withheld.

## **6. 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 NTN Forum, keeping such ESA Logotype separate and distinct from any other logo or name, and only for the duration of the NTN Forum.

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 NTN Forum and only for the duration of the NTN Forum.

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](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.

## **7. Change, Suspension or Discontinuance**

ESA may change, suspend or discontinue the NTN Forum 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 consult with the Steering Board prior any such changes and shall clearly communicate any such changes to the Participants of the NTN Forum.

Participation in the NTN Forum 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 NTN Forum.

## **8. Disclaimers and Limitation of Liability**

Participation in the NTN Forum 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 NTN Forum
- b) any claim relating to the participation in events and activities carried out within the framework of the NTN Forum
- 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 NTN Forum
- 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 NTN Forum 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 NTN Forum 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 NTN Forum. 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 NTN Forum or lack thereof.

## **9. 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 NTN Forum, 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.

## **10. 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 them in connection with all aspects of the registration for, and participation in, events or activities in the framework of the NTN Forum. 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.

To the extent that participation in events or activities in the framework of the NTN Forum involve the release or use of, or access to, designs, technical data, articles, or software that may be subject applicable export, import, customs, and sanctions laws, regulations, orders, and other restrictions, each Participant has the responsibility to identify the export control classification of its technical information, obtain export licenses, or other export authorizations as may be required, before transmitting, exchanging, transferring, or otherwise exporting or reexporting such information to foreign or domestic governments and persons (both legal and natural).

### **11. Settlement of Disputes**

Except for personal data matters or incidents, for which the ESA Framework on Personal Data Protection<sup>2</sup> 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 NTN Forum shall be settled amicably in good faith.

### **12. Changes to the Terms and Conditions**

ESA reserves the right, at its discretion, to make changes to the present Terms and Conditions. ESA undertakes to consult with the Steering Board prior to any such changes. 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 NTN Forum following any changes or modifications of the present Terms and Conditions, will constitute a binding acceptance by the Participant of such changes or modifications.

### **13. 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 NTN Forum and the present Terms and Conditions shall be addressed to [5G@esa.int](mailto:5G@esa.int).

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<sup>2</sup> Available at [https://www.esa.int/About\\_Us/Law\\_at\\_ESA/Highlights\\_of\\_ESA\\_rules\\_and\\_regulations](https://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations).