



EU SPACE

## **TERMS OF REFERENCE**

**EU SPACE INFORMATION SHARING AND ANALYSIS CENTRE  
(EU SPACE ISAC)**

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## Glossary

<b>Applicant</b>	Refers to legal entities (public or private) that apply to participate in the EU SPACE ISAC.
<b>Participant</b>	Consist of entities that have been selected to become ‘ <b>Members</b> ’ or ‘ <b>Public Partners</b> ’ of the EU SPACE ISAC.
<b>Members</b>	Members of the EU SPACE ISAC shall be legal private entities from the Space sector established in the EU or in Norway <sup>1</sup> developing their activity in the EU or in Norway <sup>2</sup> , having their executive management structure established in the EU or in Norway, that are not subject to control by a third country or by a third country entity, and that have been selected for participation in the EU SPACE ISAC.
<b>Executive management structure</b>	Means a body of a legal entity, appointed in accordance with national law, and, where applicable, reporting to the chief executive officer or any other person having comparable decisional power, which is empowered to establish the legal entity’s strategy, objectives and overall direction, and which oversees and monitors management decision-making.
<b>Control</b>	Refers the ability to exercise a decisive influence over a legal entity directly, or indirectly through one or more intermediate legal entities.
<b>Founding Members</b>	Refers to the twelve Members that have been selected by the Commission and by the EUSPA to constitute the first Board of the EU SPACE ISAC for two years and launch its first activities.
<b>Public Partners</b>	Are legal public entities <sup>3</sup> established in the EU or in Norway of relevance for the EU Space sector, that are directly or indirectly contributing to its activity and/ or regulation, and that have been selected for participation in the EU SPACE ISAC. Entities that can apply for becoming a public partner can be for example: <ul style="list-style-type: none"><li>a. Intergovernmental European Agencies acting in the space sector;</li><li>b. Other EU ISACs – where relevant;</li><li>c. EU National space agencies;</li></ul>

<sup>1</sup> As Norway is Member of the European Free Trade Association (EFTA) and of the European Economic Area (EEA) and has signed an international agreement with the Union as referred to in Article 7 of the Regulation (EU) 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme, its entities can participate in the EU SPACE ISAC.

<sup>2</sup> At least a significant part of their activity.

<sup>3</sup> For the purpose of these ToR, any legal entity that would be 100% owned by a legal public entity and that would perform missions for this entity would be considered as ‘legal public entity’ and thus can apply for participation only as a Public Partner.

- d. EU National Computer Emergency Response Teams;
- e. EU academic institutions and other recognized institutions, provided that develop knowledge about security and/or incidents and/or potential solutions that are relevant for the space sector (such as universities, research centers, think-tanks, group of experts, Member states' ISACs, ...)

**Representative**

Refers to a person that has been designated by a Participant as an official point of contact towards the EU SPACE ISAC. He/she is entitled to speak on behalf of its legal entity in the framework of the EU SPACE ISAC. A Representative designated by a Member is allowed to participate in the governance of the EU SPACE ISAC by voting at the Board of the EU SPACE ISAC and/or during General meeting.

**Expert**

Refers to a person other than the Representative that has been designated by a Participant to contribute to the activities of the EU SPACE ISAC.

**Guest**

Refers to entities that are not Participants in the EU SPACE ISAC but can be invited on a case-by-case basis to listen in during a meeting or to give a specific presentation, and upon approval of the Board of the EU SPACE ISAC.

**Board of the EU Space ISAC**

The Board of the EU SPACE ISAC is the competent body to take decisions and express recommendations for the functioning and activities of the EU SPACE ISAC, including the selection of Participants.

The first Board of the EU SPACE ISAC is constituted of the twelve Founding Members, the Commission and EUSPA for a two-years period. It shall be co-chaired by the Commission and EUSPA. After this initial period, the Board of the EU SPACE ISAC shall be constituted of the Commission, EUSPA, and twelve members elected by and among the Members of the EU SPACE ISAC for a three-years mandate.

## 1. Introduction: context and background about the EU SPACE ISAC

Space plays a crucial role for EU strategic autonomy, economies and citizens, security and defence, scientific development and other key areas. Considering our increasing reliance on space data and services, their availability and continuity shall be secured. Ensuring the security of space systems and their information and communication networks is of paramount importance for the European Union.

The EU is taking several steps to strengthen the resilience of critical infrastructure and services, including through the adoption of the Network and Information Security (NIS) 2 Directive<sup>4</sup> and the Critical Entities Resilience (CER) Directive<sup>5</sup>. In this context, it aims at raising awareness and facilitating the exchange of best practices among private entities on resilience measures, including through the establishment of cooperation arrangements and Information Sharing and Analysis Centres (ISACs) across essential sectors<sup>6</sup>.

As an increasingly critical sector and considering the rapidly evolving nature of the space industry and the significant rise in the number of new commercial actors, special consideration should be given to strengthening the security and resilience of the EU space ecosystem.

Against this background, the EU Space Strategy for Security and Defence<sup>7</sup> (EUSSSD) proposed to establish an EU Space Information Sharing and Analysis Centre (EU SPACE ISAC). The European Commission (hereinafter 'the Commission'), with the support of the European Union Agency for the Space Programme (hereinafter 'EUSPA'), has launched a call for expressions of interest<sup>8</sup> to invite Members and Public Partners to set up and participate in the EU SPACE ISAC.

The Commission and EUSPA will support and facilitate the establishment and the work of the EU SPACE ISAC.

**These Terms of Reference (ToR) define the governance rules for the EU SPACE ISAC and as such, shall be endorsed by all Participants.**

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<sup>4</sup> Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 on measures for a high common level of cybersecurity across the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972, and repealing Directive (EU) 2016/1148 (NIS 2 Directive)  
<https://eur-lex.europa.eu/eli/dir/2022/2555/oj>

<sup>55</sup> DIRECTIVE (EU) 2022/2557 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 14 December 2022, on the resilience of critical entities and repealing Council Directive 2008/114/EC

<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32022L2557&from=EN>

<sup>6</sup> European Commission website <https://digital-strategy.ec.europa.eu/en/policies/cybersecurity-policies#ecl-inpage-kmq7xll8> Cybersecurity Policies, Skills and awareness

<sup>7</sup> EUSSSD website [https://defence-industry-space.ec.europa.eu/eu-space-strategy-security-and-defence\\_en](https://defence-industry-space.ec.europa.eu/eu-space-strategy-security-and-defence_en), text of the JOIN(2023)9, JOINT COMMUNICATION TO THE EUROPEAN PARLIAMENT AND THE COUNCIL European Union Space Strategy for Security and Defence [https://ec.europa.eu/transparency/documents-register/detail?ref=JOIN\(2023\)9&lang=en](https://ec.europa.eu/transparency/documents-register/detail?ref=JOIN(2023)9&lang=en)

<sup>8</sup> The Call for Expressions of Interest can be found on both EUSPA's and Commission's websites: [EU Space ISAC | EU Agency for the Space Programme \(europa.eu\)](#); [Call for Expressions of Interest - EU Space ISAC - European Commission \(europa.eu\)](#).

## 2. Objectives of the EU SPACE ISAC

The **main objective of the EU SPACE ISAC is to enhance the security and resilience of the space sector** by raising awareness and developing expertise of its Members.

This **membership-driven<sup>9</sup> initiative** will engage the industry, public sector institutions and academia and act as a **network-based information sharing platform**, connecting its Participants in a **trusted environment**.

The EU SPACE ISAC will serve as the **primary communication channel for the space sector with regard to security related information and sharing of best practices**. It will support the development of relevant knowledge, services and resources to enable Members to **prevent, tackle and mitigate security challenges more effectively and efficiently**.

To do so, the EU SPACE ISAC aims at:

- Establishing efficient and secure communication channels to facilitate information sharing between Participants.
- Sharing space related security information, including an overview of main challenges, and exploring research and development needs.
- Facilitating access to security expertise and boosting skilling of the industry, including by raising awareness about training opportunities and organizing activities or events.
- Exploring measures and initiatives to enhance the readiness and the resilience of EU SPACE ISAC Members' capabilities for detecting, mitigating, and recovering from security incidents.
- Proposing ready-to-use and actionable resources and tools for Participants, including to guide the implementation of relevant EU regulations and shared best practices.
- Facilitating feedback and sharing of experiences of its Members.
- Bringing targeted support to its Members upon request, proposing advice, support, and evaluation.
- Collaborating with EU similar organizations or communities with a recognized expertise.
- Considering dialogue with non-EU similar organizations or communities, where relevant.
- Supporting information sharing in the context of major security incidents, where needed.

The EU SPACE ISAC shall not be an incident response body. Providing an answer to a security incident shall remain the responsibility of each Member.

## 3. Selection of Participants

The procedure for application to the EU SPACE ISAC is described in Annex A of the present ToR. It relies on a public call for expressions of interest with several cut off dates.

The selection of Participants shall rely on the following eligibility and evaluation criteria.

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<sup>9</sup> 'Membership driven' means that Members shall take full ownership of the EU SPACE ISAC, by actively participating to its missions and activities, supported by Public Partners.

### 3.1 Eligibility criteria

Eligibility criteria shall be assessed by the Commission with the support of EUSPA for the sole purpose of potential participation in the EU SPACE ISAC. This assessment cannot be used for any other purpose.

In order to be eligible:

1. Private legal entities that apply to become Members of the EU SPACE ISAC shall be established in the EU or in Norway, develop their activity in the EU or in Norway<sup>10</sup>, have their executive management structure established in the EU or in Norway, and shall not be subject to control by a third country or by a third country entity. They shall contribute to the EU space sector or to its security.
2. Public legal entities that apply to become Public Partners of the EU SPACE ISAC shall be established in the EU or in Norway and directly or indirectly contributing to the EU's space sector activity, security and/or regulation.
3. Applicants to the EU SPACE ISAC shall not be subject to EU restrictive measures or sanctions and shall fully comply with such measures or sanctions.

The Applicant shall provide a statement guaranteeing that it is not a restricted person/ entity<sup>11</sup>, does not fall under the scope of EU restrictive measures in the list published at [www.sanctionsmap.eu](http://www.sanctionsmap.eu), and fully complies with EU restrictive measures. In case of discrepancies between 'www.sanctionsmap.eu' and the restrictive measures published in Official Journal of the EU, the latter prevails.

Once the eligibility of the Applicant has been confirmed, the application shall be forwarded to the Board of the EU SPACE ISAC for evaluation.

### 3.2 Evaluation criteria

In order to select Participants to the EU SPACE ISAC, and based on the Application form mentioned in Annex A, the Board will assess the following criteria to evaluate the relevance of the application and the motivation of the Applicant:

1. Relevance and quality of experience and expertise in the space sector/domain and/or in its security;
2. Alignment between the Applicant's expectations from the EU SPACE ISAC and its objectives;
3. Commitment to active participation in the EU SPACE ISAC: quality and relevance of proposed contribution/participation and of proposed activities for the EU SPACE ISAC.

If deemed necessary, the Applicant can be contacted and requested to provide further clarifications on their application.

The selection for participation in the EU SPACE ISAC must be approved by a simple majority vote of the Board (see section 7.2.2).

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<sup>10</sup> At least a significant part of their activity.

<sup>11</sup> Any entity, individual or group of individuals designated by the EU as subject to the EU Restrictive Measures in the lists provided at [www.sanctionsmap.eu](http://www.sanctionsmap.eu)

## 4. Nomination of Representatives

The nomination of Representatives shall adhere to the following guidelines:

1. Each Participant shall appoint a Representative and a deputy Representative
2. Each Member shall be responsible for ensuring that its Representative(s) actively participates in the EU SPACE ISAC.
3. Nominated Representatives shall be citizens from the EU or Norway.
4. Background checks may be required by the Participant towards its Representative.
5. A Participant may replace/change its nominated Representative(s) by informing the EU SPACE ISAC Secretariat<sup>12</sup> and the Board.
6. The EU SPACE ISAC Secretariat shall maintain a complete and actual list of Representatives.
7. Upon departure from its position, each Representative shall ensure smooth hand-over take-over to the new Representative(s).

## 5. Obligations in the context of the EU SPACE ISAC

1. Each Participant shall endorse the present ToR, thus committing to comply with the enclosed provisions.
2. Each Participant shall ensure that its Representative(s) comply with the obligations specified in this document.
3. Each Participant (both Representatives and Experts) and Guest shall maintain the trusted and secured environment of the EU SPACE ISAC – including by respecting the rules for information sharing (as stated under section 10) and for the protection of intellectual property (as stated under section 11).
4. Each Participant shall actively participate in the EU SPACE ISAC and bring added value in a manner that is coherent with its core business and proportionate with its resources.
5. Each Participant and its Representative(s) shall comply with the EU SPACE ISAC Code of Conduct defined by the Board.
6. Each Participant shall ensure that any communication related to the EU SPACE ISAC is aligned with the strategic objectives of the EU SPACE ISAC. To this end, communication and outreach efforts should be coordinated with the Board to ensure consistent messaging and alignment with applicable provisions included in the Code of Conduct.
7. In addition to the above obligations, each Member shall attend at least one General Meeting every year (see section 7.4).

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<sup>12</sup> Assumed by EUSPA as per Section 7.4



## 6. Removal of Participants and Representatives

### 6.1 Removal of Participants

A Participant may be removed from the EU SPACE ISAC based on any of the following grounds:

1. if it does not meet the eligibility criteria set up in section 3.1 anymore, upon decision of the Commission and EUSPA;
2. if it fails to comply with one or more of its obligations defined in section 5 of the present ToR, following the procedure defined in section 6.3;
3. after being inactive<sup>13</sup> for more than a year in the EU SPACE ISAC, which would be considered as a breach of the Participants' obligations and would fall under the procedure defined in section 6.3;
4. A Participant may also be removed upon its own initiative/request by notifying the Board and outlining the reasons for its withdrawal.

### 6.2 Removal of Representatives

A Representative may be removed from the EU SPACE ISAC if he/she fails to comply with one or more of his/her obligations as laid down in section 5 of the present ToR.

### 6.3 Procedure in case of breach of obligations

1. Any Participant in the EU SPACE ISAC may notify the Board in the event of a potential breach of the obligations set out in these ToR by a Participant or by its Representative. Such notification shall include:
  - the obligation which is alleged to have been breached, or a specific security concern, or a suspicion of conflict of interest;
  - any available evidence of the breach;
  - the damage or potential damage caused by the breach;
  - any other information deemed relevant.
2. After further consultation and discussions with interested parties, the Board can propose a motion to remove the involved Representative and/or the Participant. The motion shall entail information stated above. Such motion may also be proposed by the Board *ex officio*.
3. In case of potential removal of a Representative, the Board shall consult with the Participant to which it belongs to explore alternative solutions before submitting the motion (i.e. voluntary withdrawal, nomination of another Representative, subsequent information of Members).
4. The motion to remove a Participant or a Representative shall be adopted either by a consensual decision or by a qualified majority vote of the Board (at least 9 positive votes out of 13).
5. In case the motion proposes to remove a Participant/Representative that is represented/sitting at the Board, the motion shall be adopted either by a consensual decision or by a qualified majority vote (at least 9 positive votes) of the other 12 Representatives sitting at the Board.

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<sup>13</sup> 'Inactivity' shall be understood as the absence of participation in any of the activities organised by the EU SPACE ISAC other than the annual General meeting gathering all Members.

6. On the grounds of a security concern<sup>14</sup> or potential serious conflict of interest regarding the Participant or its Representative(s), a Participant or a Representative may be removed through a simple majority vote of the Board (i.e at least 7 positive votes out of 13).

## 6.4 Follow-up actions after removal

1. If a Representative is removed, he/she shall be replaced by another person designated by the Participant.
2. If a Participant is removed and was sitting at the Board, he/she will be replaced by the next 'in-line' Participant based on the vote of Members during the General meeting<sup>15</sup>.
3. If the Chairperson of the Board is removed, he/she will be replaced through a vote of the Board for a new Chairperson.
4. Any removed Participant and/or Representative shall comply with obligations related to handling of information after removal as stated in section 10.3 of the present ToR.

## 7. Governance

### 7.1 EU Right of veto

The Commission and EUSPA shall keep control over the general strategy and roadmap of the EU SPACE ISAC and ensure the fulfillment of its objectives.

Consequently, any decision of the Board that may have consequences on the above-mentioned topics will require a favourable vote of the Commission and EUSPA (one vote for both), especially but not exclusively for the selection of a Participant, the removal of a Participant or Representative, the invitation of Guests to any meeting or activity of the EU SPACE ISAC, as well as for any update of the ToR.

### 7.2 Board of the EU SPACE ISAC

The Board of the EU SPACE ISAC is the competent body to take decisions and express recommendations for the functioning and activities of the EU SPACE ISAC, including the selection of Participants.

#### 7.2.1 Composition of the Board of the EU SPACE ISAC

The first Board of the EU SPACE ISAC is constituted of the twelve Founding Members, the Commission and EUSPA for a two-years period. It shall be co-chaired by the Commission and EUSPA. EUSPA shall be responsible for assuming the Secretariat of the Board.

After this initial period:

- The Board of the EU SPACE ISAC shall be constituted of the Commission, EUSPA, and twelve members elected by and among the Members of the EU SPACE ISAC for a three-years mandate.<sup>16</sup> Founding Members are allowed to run in this election in order to extend their mandate.

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<sup>14</sup> Such as breach of rules regarding the sharing of information, opening of a legal investigation...

<sup>15</sup> In case such scenario would occur within the first Board of the EU SPACE ISAC, the Commission and EUSPA will propose a new member of the Board based on their initial assessment of applications for becoming Founding Member.

<sup>16</sup> Based on voluntary candidatures, each Member will vote for 12 Representatives representing 12 Members (half of them SMEs). The twelve members of the Board will be the ones collecting most votes in each category (6 for large industry and 6 for SMEs).

- Six members of the Board shall be Representatives of a Small and Medium Enterprises or of a start-up.
- In case a Representative elected to sit at the Board cannot fulfill his/her duties anymore, his/her deputy will sit at the Board as the new Representative and a new deputy shall be appointed by the Participant.
- The Board shall reflect as much as possible the diversity of the space ecosystem, ensuring representation of companies in different segments and fields of activity.
- The Board shall be as geographically diverse as possible, ensuring representation from different Member States.
- One member of the Board shall be designated by the Board as Chairperson for a period of 6 months.
- EUSPA shall be responsible for assuming the Secretariat of the Board.

Every year, members of the Board of the EU SPACE ISAC shall provide a declaration of absence of conflict of interests. In case of suspicion of conflict of interest, the Board shall initiate further investigations. Subsequently, it may propose a motion requesting the removal of the concerned member of the Board.

### **7.2.2 Functioning of the Board of the EU SPACE ISAC**

Meetings of the Board shall be held as regularly as necessary and at least every 6 months.

The quorum for meetings of the Board shall be 9 out of 12 members in addition to the Commission and EUSPA.

In principle, only nominated Representatives are entitled to attend meetings of the Board of the EU SPACE ISAC.

Except for the removal of a Participant/Representative, decisions shall be taken by consensus as much as possible. In case of absence of consensus, the decisions shall be made by simple majority of the votes (i.e at least 7 positive votes out of 13).

- The Commission and EUSPA have one common vote while other members of the Board have one vote each.
- The Commission and EUSPA may use their right of veto in accordance with section 7.1.

### **7.3 Role of EUSPA**

EUSPA shall be in charge of the secretariat of the EU SPACE ISAC, including its Board and the General Meetings. It shall also contribute to the coordination of activities of the ISAC. Among other responsibilities, it shall:

1. Manage the IT infrastructure and toolset provided by the European Union Agency for Cybersecurity (ENISA) for the EU SPACE ISAC.
2. Coordinate the consolidation of the present ToR as well as their potential future updates, if needed based on lessons learned.
3. Provide template documents for the activities of the EU SPACE ISAC such as evaluation forms, standard rules of procedure for the Working Groups, etc.

## 7.4 General Meetings of Members

General Meetings allow to gather Members of the EU SPACE ISAC to receive information, elect members of the Board, or be consulted on specific questions. The organization of General Meetings shall comply with the following rules:

1. A General Meeting gathering all Members shall be held at least once per year. All Members shall be represented during this meeting<sup>17</sup>.
2. The quorum for other possible General Meetings shall be 60% of the total Members of the EU Space ISAC.
3. General meetings shall be organized by the Board of the EU SPACE ISAC and chaired by its Chairperson. EUSPA shall be responsible for assuming the Secretariat of General meetings.
4. Motions proposed to Members may relate to various topics such as the organization of Working Groups, election of the Board, polls, etc.
5. Only the Representative for each Member or his/her deputy shall be entitled to vote on motions proposed during General Meetings.
6. Motions shall be passed by a simple majority vote of Representatives (or their deputy) present at the General Meeting.
7. Members can allow one or several of their Experts to attend a specific point of the General Meeting's agenda, either as observers or to give a presentation.
8. A Public Partner or a Guest may be invited to a General Meeting for a specific point of the agenda when relevant, upon proposal of the Board and after approval by Members - eventually through silent procedure.

## 8. Activities of the EU SPACE ISAC

### 8.1 Working Groups

1. Members may form Working Groups within the EU SPACE ISAC as long as their scope and activities contribute to the EU SPACE ISAC's objectives.
2. They shall be organized in a coherent and efficient manner, to avoid duplication of similar activities in different fora. They can focus on specific topics or address horizontal issues. Their purposes, thematic and scope shall be clearly defined.
3. A Working Group can be created by the Board upon its initiative or after proposal by one or several Members via the Secretariat.
  - a. Any proposal shall outline the thematic and scope of the Working Group, its purpose and its initial Members (if any have already been identified).
  - b. The proposal for creation of a working group will then be circulated to Members for expression of interest.
4. The Secretariat of the EU SPACE ISAC shall keep an updated list of all Working Groups and their Members.

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<sup>17</sup> Not necessarily in presence, possibly virtually.

5. Members of the EU SPACE ISAC can ask to join or decide to leave a Working Group at any point in time through notification to the Secretariat of the EU SPACE ISAC.
6. Working groups shall meet on a regular basis and deliver concrete results such as the organization of workshops, conferences, seminars, returns of experience/sharing of lessons learned, exercises, trainings or the drafting of documents (white papers, studies, technical notes, guidelines).
7. Within each Working Group and upon voluntary proposal, a Chairperson shall be nominated among Members. He/she shall inform the Board via the Secretariat of meetings of the Working Groups.
8. Each Working Group shall report to the Board upon its activities on a yearly basis.
9. Working Groups do not have a specific duration, but they can be terminated:
  - a. upon unanimous decision of its members;
  - b. or at the discretion of the Board – for example if the number of members has become too small or if it has a very low level of activity (e.g. no activity within a year).
10. Standard rules of procedure for Working Groups shall be proposed by the Board to ensure homogeneity. Each Working Group may adapt these rules to its own specificities, as long as they comply with the present ToR. In such scenario, the Board shall be informed of these adaptations.
11. Members may propose to designate an Expert to participate in the activities of a Working Group. In such case, the Representative shall indicate the contact details of these person to the Secretariat of the EU SPACE ISAC.
12. Public Partners may attend specific points of the agenda and exchange with Members of a Working Group upon unanimous agreement by the Members.
13. Without prejudice to the above, any activity of a Working Group that would cause severe disagreement or threaten the main objectives the EU SPACE ISAC shall be submitted to the Board and be subject to its intervention and decisive vote.
14. By default, and unless specified otherwise<sup>18</sup>, information about working groups as well as their outputs shall be shared only among Members of the Working Group and with the Commission and EUSPA.

## 8.2 Other potential activities

Activities might also be organized outside the scope of Working Groups. This might involve direct ‘in-kind’ contribution of one or several Participants, such as the creation of newsletters or the organization of a specific event.

Additionally, activities can be initiated upon proposal by a Public Partner.

Temporary and agile task forces can be set up in the framework of the EU SPACE ISAC, either within a Working Group or independently, if circumstances so require – for example to prepare and run a punctual activity or to tackle a specific issue.

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<sup>18</sup> For example through the traffic light protocol marking referred to in section 11.3 and in annex B.

### 8.3 Role of Public partners

The participation of Public partners in the EU SPACE ISAC is essential to reach its objectives. They have a key advisory role to play towards Members of the EU SPACE ISAC by sharing their expertise and knowledge on security incidents.

They can for example share information on security incidents, put specific tools at the disposal of Members, propose trainings, provide feedback on specific deliverables/outputs of the EU SPACE ISAC, participate in return of experiences and/or risk assessment of the Members upon their invitation.

Public partners shall present their proposal of contribution to the EU SPACE ISAC to the Board to set-up potential new activities or to participate in existing activities. If a Public Partner proposes to contribute to a specific Working Group, modalities for its participation shall be specified.

## 9. Processing of personal data

Any processing of personal data in the context of the EU SPACE ISAC shall be realised solely for the purpose of evaluating applications to the EU SPACE ISAC, organising meetings of the Board of the EU SPACE ISAC, General meetings, Working Groups and other potential activities in the framework of the EU SPACE ISAC. The protection of personal data and of privacy shall be ensured in accordance with applicable laws and regulations.

Both the Commission and EUSPA are bound by Regulation (EU) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data. This Regulation also applies where such data are processed on behalf of the Union institutions, bodies, offices and agencies but not directly by them.

### 9.1 Data controller

For personal data processed in the context of EU SPACE ISAC, the data controller is the Commission, Directorate-General for Defence Industry and Space, Unit B.2 – Innovation and New Space - Space Defence (hereinafter DG DEFIS Unit B.2), which determines the purpose and the means for processing personal data and can be contacted at [defis-EU-SPACEISAC-SECRETARIAT@ec.europa.eu](mailto:defis-EU-SPACEISAC-SECRETARIAT@ec.europa.eu).

### 9.2 Data processors

For personal data processed in the context of EU SPACE ISAC, the main data processors are the European Union Space Programme Agency (EUSPA), which can be contacted at [EUSpaceISAC-secretariat@euspa.europa.eu](mailto:EUSpaceISAC-secretariat@euspa.europa.eu) and members of the Board. Other Participants to the EU space ISAC may also be data processors.

Data processors shall process personal data for and on behalf of the data controller as well as in accordance with its documented instructions. They shall implement appropriate technical and organisational measures to ensure high standards of security and confidentiality, and the protection and exercise of the rights of the data subject.

The processing activities of personal data carried out by a data processor on behalf of the data controller shall be governed by a contract or other legal act under Union or Member State law, that is binding on the processor with regard to the data controller.

Where a data processor engages another processor for carrying out specific processing activities on behalf of the data controller, the same data protection obligations as set out in such contract or legal

act shall apply. In case of breach of these obligations by the other processor/subcontractor, the initial processor shall remain fully liable to the data controller.

### 9.3 Privacy statements

When needed, specific privacy statements shall explain the reason for processing personal data in the context of the EU SPACE ISAC as well as the way personal data are collected, handled, used and protected – including by specifying the rights that can be claimed.

These documents shall also specify the contact details of the responsible Data Controller towards whom data subjects may exercise their rights, the Data Protection Officer and the European Data Protection Supervisor.

A summary of the content that any privacy statement shall entail is specified in Annex B.

## 10. Information sharing

### 10.1 General rules for information sharing

Information sharing in the framework of the EU SPACE ISAC shall respect by the following guidelines:

1. Only **UNCLASSIFIED** information shall be handled within the EU SPACE ISAC. It is the responsibility of every Participants to ensure that no classified information is shared.
2. The security and integrity of information and data shared within the EU SPACE ISAC shall be preserved.
3. Any information or data shared within the EU SPACE ISAC shall be used only to reach the objectives of the EU SPACE ISAC.
4. To enforce the need-to-know principle and secure data accordingly, different means of protection can be defined and used (e.g. encryption). A non-disclosure agreement shall be signed by all Participants to the EU SPACE ISAC.
5. Any corporate marking that would be specific to a Participant and would figure on a document shared for information purposes shall never be removed or modified. While working on common/shared deliverables within the EU SPACE ISAC, no corporate marking can be used. It is up to each Participant to add its specific marking on the common deliverable while circulating it within its company.
6. For activities of the EU SPACE ISAC, Participants shall use the virtual platform, cloud and communication channels made available by the EU SPACE ISAC.
7. If Members are willing to share security incidents and/or other similar information, they shall define and implement a data rating system (based on timeliness, relevancy, actionability and context incl. the source considerations).
8. Information shared within the EU SPACE ISAC shall be anonymised as much as possible.
9. Any sharing of personal information can only be done in accordance with applicable data protection regulations and following the principles of limitation and minimisation.
10. Neither the identity nor the affiliation of the speaker(s) shall be revealed while sharing information resulting from an intervention (Chatham House Rules).

## **10.2 Traffic Light Protocol (TLP)**

All information exchanged within the EU SPACE ISAC shall be marked and handled according to the TLP defined by the Board. All information shared on the EU SPACE ISAC platform must have a TLP marking. This aims at creating a trusted environment, ensuring that sensitive information is shared only with targeted recipients.

## **10.3 Handling of information after removal of a Participant or Representative**

The removed Participant or Representative shall commit to keep respecting the TLP marking of any shared information after their removal. In case of removal of a Participant, the relevant entity shall ensure that its former Representative(s) complies with this obligation.

Each Participant shall use information received from a removed Participant during its participation solely for the purposes for which it has been shared and respecting the indicated TLP marking as defined by the Board in line with section 10.2.

## **11. Provisions related to Intellectual Property Rights (IPR)**

1. Pre-existing ownership and/or IPR that would apply to an input (information, product or service) that a Participant would like to share in the context of the EU SPACE ISAC shall remain with the Participant.
2. No exclusive right is granted to any Participant, nor to the Commission or EUSPA under these ToR. No Participant can claim any ownership or IPR over outputs resulting from ISAC activities.
3. Provided that ownership and/or IPR which are protected as per above point 11.1 are respected, any Participant at any time is allowed to work on similar topics and projects.
4. No licenses or any other rights regarding intellectual property rights such as, but not limited to, patents, utility models, trademarks or tradenames, are either granted or conveyed, nor does these ToR constitute any obligation on a Participant to grant or convey such rights.

## **12. Miscellaneous provisions**

1. The EU SPACE ISAC shall remain independent from any influence that would hinder or threaten its objectives and missions.
2. None of the provisions of this ToR shall be construed to grant any basis to breach any legislative, statutory, regulatory or contractual requirements, especially but not limited to the protection of classified information.
3. Compliance with the provisions enclosed in the present ToR is the sole responsibility of the respective entities and individuals without any explicit or implicit delegation of such responsibility to the EU SPACE ISAC or to other Participants.
4. Participants are independent, bound to each other within the context of the EU SPACE ISAC only as provided for in these ToR. All Participants shall remain free and independent in their business behavior and decisions. None of the provisions of these ToR shall be construed to grant any Participant the right to make a commitment of any kind for or on behalf of another Participant.



5. Neither these ToR nor any other document or any action taken in the context of a Working Group (or of another activity organised by the EU SPACE ISAC) shall be understood as forming a partnership, association, joint venture, or other co-operative enterprise.
6. Participants in the activities of the EU SPACE ISAC shall not receive a specific remuneration for the inputs and services they offer.
7. Travel and subsistence expenses incurred by Participants in the context of the EU SPACE ISAC cannot be reimbursed by the Commission or by EUSPA.
8. Each Participant shall fully comply with all applicable laws, including EU Competition Law.
  - a. Any activity within the context of the EU SPACE ISAC which would infringe Competition Law would be detrimental to the interest of its Participants.
  - b. All Participants shall ensure that their Representatives, employees and agents involved in the EU SPACE ISAC understand and integrate the need to comply with Competition Law and that appropriate and effective sanctions for any breach to Competition Law are spelt out.

In particular, the EU SPACE ISAC does not allow to exchange competitively sensitive information and/or business secrets (such as information on prices that would lead to price fixing, costs and demand structure, bidding strategy, marketing plans etc.).

### **13. Potential revision of the ToR**

1. Any request to adapt the present ToR shall be duly justified, based on a return of experience that would demonstrate either a significant need for substantial adaptation of specific provisions or an important gap that needs to be covered by new dispositions.
2. Any request to adapt the present ToR shall be discussed within the Board of the EU SPACE ISAC, that would then decide by consensus whether such adaptation is needed.
3. Upon proposal of the Secretariat of the Board, the Board will agree on amendments to adapt the ToR. These amendments shall be adopted by consensus or by a simple majority vote of the Board if so needed. Once adopted, the amendments will be considered as collectively endorsed by all members of the Board.
4. All Participants will be informed in writing of any update of the ToR and shall comply with the new/updated dispositions.

## **List of Annexes**

- Annex A** Procedure for Application to the EU Space ISAC
- Annex B** Privacy statement regarding the processing and the protection of the personal data processed in the context of EU Space ISAC

## ANNEX A – Procedure for Application to the EU SPACE ISAC

A [call for expression of interest](#) to submit applications to the EU SPACE ISAC is open on a rolling basis, with two cut-off dates per year (on 30 April and 31 October).

Applications can be submitted all year long but will be evaluated twice a year within 6 months after the defined cut-off dates. Within this timeframe, in case of doubt about the eligibility of an Applicant and request for further information, the assessment of the eligibility may take around two months.

Applicants shall demonstrate that they meet the eligibility and evaluation criteria by providing the documentation outlined below, in line with the text of the call for expressions of interest.

Applications shall be submitted in English to EUSPA at [EUSpaceISAC-secretariat@euspa.europa.eu](mailto:EUSpaceISAC-secretariat@euspa.europa.eu) and to the Commission at [defis-EU-SPACEISAC-SECRETARIAT@ec.europa.eu](mailto:defis-EU-SPACEISAC-SECRETARIAT@ec.europa.eu) with 'Call for Expression of Interest – EU SPACE ISAC' in the subject line, together with the following documents:

- a. Completed Application Form, as per [Annex I of the call for expression of interest](#), signed by the applicant's authorised representative and including description of:
  - Involvement, experience or expertise in the space sector/domain and in its security.
  - Expectations from the EU SPACE ISAC / understanding of its objectives.
  - Proposal of activities and description of active participation in the EU SPACE ISAC  
*Examples of active contribution: chairmanship of a working group / community of interest, sharing information/returns of experience on specific topic, potential tools / deliverables, organisation of events...*
- b. Filled and signed [Legal Entity Form](#) and relevant attachments;
- c. Declaration of honour on the exclusion criteria, dated and signed by the applicant's authorised representative, as per [Annex II of the call for expression of interest](#). In case of doubt, applicants may be requested to provide supporting evidence of non-exclusion;
- d. Statement on EU restrictive measures, as specified under section 3.1 of the ToR;
- e. Evidence proving that the person that signed the required documents is the applicant's authorised representative (e.g. power of attorney, entity's extract from commercial registry, etc.);
- f. Only for private legal entities applying as Members: filled-in and signed ownership template, as per [Annex III of the Call for expression of Interest](#).

If deemed necessary, the Commission and EUSPA can request Applicants to provide additional documents/information to assess the eligibility criteria.

## ANNEX B – Template for Privacy statements regarding the processing and the protection of the personal data processed in the context of EU Space ISAC

- Qualify and indicate the roles of entities involved in the context of the EU Space ISAC:
  - Data controller: Commission
  - Data processors : EUSPA + [specify if any other(s)]
- Indicate the foreseen processing operations and describe their purpose (why?).
- Indicate the means (how?) of the data processing.
- Indicate the legal basis used for the data processing - below some examples:
  - Article 5(1)(a) - processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Union institution or body;
  - Article 5(1)(b) of Regulation (EU) 2018/1725 on legal obligation if there is a provision related to EU ISAC in the EUSL;
  - Article 5(1)(d) of Regulation (EU) 2018/1725 on data subject consent.
- Indicate the categories of personal data collected and if further process is foreseen (for instance, if applicable, if the further processing operations are compatible with the original purpose).
- In case of disclosure to 3<sup>rd</sup> parties and/or data transfers to a third party or an international organization (for instance, ESA), indicate to whom the personal data are disclosed and the existence or absence of any adequacy decision by the Commission or if other appropriate safeguards are in place (Chapter V of the Regulation).
- Regarding the rights of data subjects, describe how they can verify, modify or delete their personal data.
- Regarding the data retention, indicate how long the personal data will be retained and the criteria used to determine that period.
- Indicate the contact details to allow data subject to exercise their rights to access (COMM, DPO, EDPS) as follows:

Data Controller - European Commission, DG DEFIS, unit B2	<a href="mailto:defis-EU-SPACEISAC-SECRETARIAT@ec.europa.eu">defis-EU-SPACEISAC-SECRETARIAT@ec.europa.eu</a>
Data Protection Officer of the Commission	<a href="mailto:DATA-PROTECTION-OFFICER@ec.europa.eu">DATA-PROTECTION-OFFICER@ec.europa.eu</a>
European Data Protection Supervisor	<a href="mailto:edps@edps.europa.eu">edps@edps.europa.eu</a>