

# **DRAFT TERMS OF REFERENCE**

## **EU-UKRAINE DRONE ALLIANCE**

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## TABLE OF CONTENTS

<b>1. Introduction: context and background about the EU-Ukraine Drone Alliance</b>	<b>1</b>
<b>2. Objectives of the Drone Alliance</b>	<b>1</b>
<b>3. Selection of Participants</b>	<b>2</b>
3.1 Eligibility criteria	3
3.2 Evaluation criteria	3
<b>4. Governance</b>	<b>4</b>
4.1 Board of the Drone Alliance	4
4.1.1 <i>Composition of the Board of the Drone Alliance</i>	4
4.1.2 <i>Functioning of the Board of the Drone Alliance</i>	4
4.2 The Secretariat	5
4.3 General Meetings of Members	5
4.4 EU and Ukraine Right of veto	6
<b>5. Activities of the Drone Alliance</b>	<b>6</b>
5.1 Working Groups	6
5.2 Other potential activities	7
5.3 Role of Public partners	7
<b>6. Protection of personal data</b>	<b>8</b>
<b>7. Provisions related to Intellectual Property Rights (IPR)</b>	<b>8</b>
<b>8. Miscellaneous provisions</b>	<b>8</b>
<b>9. Potential revision of the Terms of Reference</b>	<b>9</b>
<b>Glossary</b>	<b>10</b>
<b>ANNEX 1 – Procedure for Application to the EU-Ukraine Drone Alliance</b>	<b>12</b>
<b>ANNEX 2 – Appointment and Replacement of Representatives</b>	<b>13</b>
1. <b>Nomination of Representatives</b>	<b>13</b>
2. <b>Obligations in the context of the Drone Alliance</b>	<b>13</b>
<b>3. Removal of Participants and Representatives</b>	<b>14</b>
a. Removal of Participants	14
b. Removal of Representatives	14
c. Procedure in case of breach of obligations	14
d. Follow-up actions after removal	15
<b>4. Information sharing</b>	<b>15</b>
4.1. General rules for information sharing	15
4.2. Traffic Light Protocol (TLP)	16
4.3. Handling of information after removal of a Participant or Representative	16

# 1. Introduction: context and background about the EU-Ukraine Drone Alliance

Recent repeated violations of the airspace of EU Member States have shown the urgency of creating a flexible, agile and state of the art European capacity to counter unmanned aerial vehicles.

Drones and counter-drones are one of the capability priority areas identified and agreed by Member States. The Defence Readiness Roadmap 2030<sup>1</sup> has underlined the need to address this capability as a matter of priority considering the level of threats, and in a coordinated manner so that it would benefit the security of the EU. Efforts towards the reinforcement of the European drone and counter-drone capability would frame the European Drone Defence Initiative as proposed in the Defence Readiness Roadmap.

While Member States have already started work on drones and counter-drones within a dedicated capability coalition, the European Commission (hereinafter 'the Commission') is committed to intensify its support to Member States' efforts including through facilitating the dialogue and engagement with industry and reinforce the cooperation with Ukraine.

A stronger European drone and anti-drone capacity should build on the lessons learned from Ukraine about the key value of creating innovative drone and counter-drone ecosystems, linking R&D with production, and relying on scalable production capacity and continuous technological development.

This is why the Commission, in close cooperation with Ukraine, is launching the EU-Ukraine Drone Alliance (hereinafter, 'the Drone Alliance'). The Drone Alliance **aims to connect industrial actors to learn from each other**, in particular from Ukraine's adaptation in a full-scale war situation and build together drone and counter-drone capabilities. The Drone Alliance is expected **to closely interact with the Member State-led Priority Capability Coalition**, focusing on drones and counter-drone systems, thereby contributing to the delivery of concrete capabilities. More specifically, synergies will be sought between the Drone Alliance and the work carried out by the Working Group on Joint Procurement (WG-A) and the Working Group on Drone Technology Hubs (WG-B) of the PCA Drones and Counter Drone Systems (PCA DCDS).

The Commission, in close cooperation with the Ukrainian counterpart, will support and facilitate the establishment and the work of the Drone Alliance.

**These Terms of Reference (ToR) define the governance rules for the Drone Alliance and as such, shall be endorsed by all Participants.** The draft will be finalised by the founding members of the Drone Alliance.

## 2. Objectives of the Drone Alliance

The **main objective of this industry-driven initiative is to contribute to European efforts** towards a comprehensive European drone and counter-drone capacity and offer a multi-layered and multilevel framework, able to link sensors and effectors across Europe and to support decision-making processes, ultimately enhancing European resilience.

To do so, the Drone Alliance aims at:

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<sup>1</sup> [JOIN\(2025\) 27 final](#)

- **In the short-term (2026)**

- a. Facilitate the links between industrial stakeholders from the EU, EEA EFTA States and Ukraine, as well as governmental entities from the same states working in the Drone and Anti-drone Capability Coalition. The Drone Alliance should enable a stronger mutual understanding to effectively match EU Member States', EEA EFTA States' and Ukraine's needs.
- b. Contribute to reinforce security of supply and supply chains through the identification of supply-chain vulnerabilities and component dependencies.
- c. Raise awareness and increase understanding of European defence industrial cooperation dynamics, including EU defence industrial programmes.
- d. Facilitate sharing of best practices with Ukraine related to the scaling up of production, as well as accelerate the facilitation of exchange of know-how.
- e. Facilitate access to testing facilities, including in Ukraine.

- **In the mid-term (2026-27)**

- a. Facilitate industrial cooperation and integration between EU and Ukraine, including the creation of joint ventures.
- b. Incentivise industry to propose technological roadmaps and potential standards to facilitate interoperability.
- c. Identify ways to accelerate the production of products, including through mutual recognition of qualification and certification processes.

- **In the long-term (next MFF):**

- a. Potentially prepare the ground for the development of larger-scale initiatives in the field of drones and counter-drones, in full synergy with existing relevant initiatives, e.g. Member-State-led capability development efforts.

### **3. Selection of Participants**

The procedure for application to the Drone Alliance is described in Annex 1 of this document. It is based on a public Call for expressions of interest with several cut off dates (see Annex 1 for further information).

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

### **3.1 Eligibility criteria**

Eligibility criteria shall be assessed by the Commission for the sole purpose of potential participation in the Drone Alliance. This assessment cannot be used for any other purpose. In order to be eligible:

1. Legal entities that apply to become Members of the Drone Alliance shall be established and have their management structure in the EU, EEA EFTA States or Ukraine, and shall not be subject to control by a third country or by a third country entity. They shall contribute to the European, including the Ukrainian defence drone ecosystem.
2. Public legal entities that apply to become Public Partners of the Drone Alliance shall be established in the EU, EEA EFTA States or Ukraine and contribute to the European, including the Ukrainian defence drone ecosystem or have plans to do so.
3. Applicants to the Drone Alliance 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/declaration of honour guaranteeing that it is not a restricted person/entity<sup>2</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 the 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 Drone Alliance for evaluation.

### **3.2 Evaluation criteria**

In order to select Participants to the Drone Alliance, and based on the Application form mentioned in Annex 1, 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 (including battlefield-tested) and expertise in the defence drone ecosystem;
2. Alignment between the Applicant's expectations from the Drone Alliance and the Alliance's objectives;
3. Commitment to active participation in the Drone Alliance: quality and relevance of proposed contribution/participation and of proposed activities for the Drone Alliance.

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

The selection for participation in the Drone Alliance must be approved by a simple majority vote of the Board (see section 4.1.2).

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<sup>2</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. Governance**

### **4.1 Board of the Drone Alliance**

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

#### **4.1.1 Composition of the Board of the Drone Alliance**

The first Board of the Drone Alliance is constituted of Founding Members, the Commission and the Ukrainian counterpart for a period of two years. It shall be co-chaired by the Commission and Ukraine. The Commission shall be responsible for assuming the Secretariat of the Board. Upon consensual decision of the Board, the Secretariat role may be assumed by one of its members.

After this initial period:

- The Board of the Drone Alliance shall be constituted of the Commission and maximum 15 members elected by and among the Members of the Drone Alliance for a mandate of three years. Founding Members are allowed to run in this election in order to extend their mandate.
- At least 5 Members of the Board shall be Representatives of Small and Medium Sized Enterprises or of a start-up.
- In case a Representative elected to sit at the Board is no longer in a position to fulfil his/her duties, he/she can be replaced by his/her deputy until a new Representative and a new deputy are appointed by the concerned Participant. The Participant concerned shall appoint a new Representative and a new Deputy Representative in a reasonable period of time, and no later than 30 days, and shall notify the Secretariat to that effect.
- The Board shall reflect as much as possible the diversity of the defence drone and counter-drone ecosystem, ensuring representation of companies in different segments and fields of activity.
- The Board shall strive for geographical diversity and ensure representation from different Member States. It shall also ensure adequate representation from Ukraine and Ukrainian entities.
- One member of the Board shall be designated by the Board as Chairperson for a period of 6 months.
- The Commission shall be responsible for assuming the Secretariat of the Board, at least until the end of the initial two-years period.

Every year, members of the Board of the Drone Alliance 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.

#### **4.1.2 Functioning of the Board of the Drone Alliance**

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

The quorum for meetings of the Board shall be 70% of members in addition to the Commission.

In principle, only nominated Representatives are entitled to attend meetings of the Board of the Drone Alliance, subject to the exception provided in section 4.1.1.

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 50%+1 positive votes).

- The Commission and other members of the Board have one vote each.
- The Commission and Ukraine may use its right of veto (single vote each) in accordance with section 4.4.

## 4.2 The Secretariat

The Commission shall ensure the secretariat of the Drone Alliance, including its Board and the General Meetings. It shall also contribute to the coordination of activities of the Drone Alliance. Upon consensual decision of the Board, the Secretariat role may be assumed by one of its members.

Among other responsibilities, it shall:

1. Facilitate communication and information-sharing among Participants of the Drone Alliance, including through the use of dedicated collaboration tools.
2. Coordinate the consolidation of the present Terms of Reference as well as their potential future updates, if needed, based on lessons learned.
3. Provide template documents for the activities of the Drone Alliance such as evaluation forms, standard rules of procedure for the Working Groups, etc.
4. Organise and support, as appropriate, the preparation of meetings of the Board, the General Meetings and, where relevant, meetings of Working Groups, in particular during the initial phase of the Drone Alliance.

## 4.3 General Meetings of Members

General Meetings allow to gather Members of the Drone Alliance to receive information, elect members of the Board, or be consulted on specific questions. The organisation 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>3</sup>.
2. The quorum for other possible General Meetings shall be 60% of the total Members of the Drone Alliance.
3. General meetings shall be organised by the Board of the Drone Alliance and chaired by its Chairperson. The Commission may act as facilitator. The Commission shall be responsible for assuming the Secretariat of General Meetings.
4. Motions proposed to Members may relate to various topics such as the organisation 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.

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<sup>3</sup> Not necessarily in presence, possibly virtually.

7. Members can allow one or several of their Experts to attend a specific point of the agenda of the General Meeting, 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 the Members - eventually through silent procedure.

#### **4.4 EU and Ukraine Right of veto**

The Commission and Ukraine shall oversee the general strategy and roadmap of the Drone Alliance and ensure the fulfilment of its objectives.

Consequently, any decision of the Board that may have consequences on the points outlined in the above sections will require a favourable vote of the Commission and Ukraine (single vote each), especially but not limited to the selection of a Participant, the removal of a Participant or Representative, the invitation of Guests to any meeting or activity of the Drone Alliance, as well as for any update of the Terms of Reference.

### **5. Activities of the Drone Alliance**

#### **5.1 Working Groups**

1. Members may form Working Groups within the Drone Alliance as long as their scope and activities contribute to the Drone Alliance's objectives.
2. They shall be organised 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 purpose, thematic and scope shall be clearly defined.
3. The Commission may act as facilitator and can attend as an observer to the meetings of the Working Groups.
4. A Working Group can be created by the Board upon its initiative or after proposal by one or several Members through the Secretariat.
  - a. Proposals shall outline the thematic and scope of the Working Group, its purpose, objectives, expected deliverables and its initial Members (if already identified).
  - b. The proposal for creation of a working group will then be circulated to Members for expression of interest.
5. The Secretariat of the Drone Alliance shall keep an updated list of all Working Groups and their Members.
6. Members of the Drone Alliance can ask to join or decide to leave a Working Group at any point in time by notifying the Secretariat of the Drone Alliance.
7. Working groups shall meet on a regular basis and deliver concrete results that support objectives of the Alliance and increase cooperation, such as the organisation of workshops, returns of experience/sharing of lessons learned, exercises, trainings or the drafting of documents (white papers, studies, technical notes, guidelines). Furthermore, it could also include the testing of products in Ukraine, matchmaking, sessions on procurement, and sessions on establishing partnerships.

8. Within each Working Group and upon voluntary proposal, a Chairperson shall be nominated among its Members. He/she shall inform the Board through the Secretariat of meetings of the Working Groups.
9. Each Working Group shall report to the Board upon its activities on a yearly basis.
10. Working Groups do not have a specific duration, but they can be terminated:
  - a. upon unanimous decision of its members; or
  - b. 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).
11. 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 Terms of Reference. In such case, the Board shall be informed of these adaptations.
12. 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 this person to the Secretariat of the Drone Alliance.
13. Public Partners may attend specific points of the agenda and exchange with Members of a Working Group upon unanimous agreement by the Members.
14. Without prejudice to the above, any activity of a Working Group that would cause severe disagreement or threaten the main objectives the Drone Alliance shall be submitted to the Board and be subject to its intervention and decisive vote.
15. By default, and unless specified otherwise<sup>4</sup>, information about working groups as well as their outputs shall be shared only among Members of the Working Group and with the Commission.

## 5.2 Other potential activities

Activities might also be organised 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 organisation 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 Drone Alliance, 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.

## 5.3 Role of Public partners

The participation of Public Partners in the Drone Alliance is key for the achievement of its objectives. Public Partners, as Participants of the Drone Alliance, contribute directly to the activities of the Alliance by articulating public-sector needs and priorities in the field of drones and counter-drones.

In this role, Public Partners may, in particular, share information on Member States’ capability objectives, identified capability needs, and, where appropriate, ongoing or planned collaborative initiatives related to drones and counter-drones. They may also provide feedback on specific outputs of the Drone Alliance, without prejudice to national decision-making processes.

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<sup>4</sup> For example, through the traffic light protocol marking referred to in section 4.2 of Annex 2.

Public partners shall present their proposal of contribution to the Drone Alliance 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.

## **6. Protection of personal data**

For personal data processed in the context of this Alliance, the data controller is the Commission, Directorate-General for Defence Industry and Space, Unit A.1 – Defence Policy and Innovation unit (hereinafter DG DEFIS Unit A.1), which determines the purpose and the means for processing personal data and can be contacted at [EU-UKRAINE-DRONE-ALLIANCE@ec.europa.eu](mailto:EU-UKRAINE-DRONE-ALLIANCE@ec.europa.eu).

The European Commission DG DEFIS will publish on the Register a privacy statement providing information about the processing and the protection of personal data. The European Commission is committed to protect personal data and to respect privacy. The European Commission collects and further processes personal data pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 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.

## **7. 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 Drone Alliance shall remain with the Participant.
2. No exclusive right is granted to any Participant or to the Commission under these Terms of Reference. No Participant can claim any ownership or IPR over outputs resulting from Drone Alliance activities.
3. Provided that ownership and/or IPR which are protected as per above point 7.1 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 Terms of Reference constitute any obligation on a Participant to grant or convey such rights.

## **8. Miscellaneous provisions**

1. The Drone Alliance shall remain independent from any influence that would hinder or threaten its objectives and missions.
2. None of the provisions of this Terms of Reference 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 Terms of Reference is the sole responsibility of the respective entities and individuals without any explicit or implicit delegation of such responsibility to the Drone Alliance or to other Participants.

4. Participants are independent, bound to each other within the context of the Drone Alliance only as provided for in these Terms of Reference. All Participants shall remain free and independent in their business behaviour and decisions. None of the provisions of these Terms of Reference 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 Terms of Reference nor any other document or any action taken in the context of a Working Group (or of another activity organised by the Drone Alliance) shall be understood as forming a partnership, association, joint venture, or other co-operative enterprise.
6. Participants in the activities of the Drone Alliance shall not receive any remuneration for the inputs and services they offer.
7. Travel and subsistence expenses incurred by Participants in the context of the Drone Alliance cannot be reimbursed by the Commission.
8. Each Participant shall fully comply with all applicable laws, including EU Competition Law.
  - a. Any activity within the context of the Drone Alliance 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 Drone Alliance 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 Drone Alliance 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.).

## **9. Potential revision of the Terms of Reference**

1. Any request to adapt the present Terms of Reference 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 Terms of Reference shall be discussed within the Board of the Drone Alliance, 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 Terms of Reference. 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, by the Secretariat of the Drone Alliance, of any update of the Terms of Reference and shall comply with the new/updated dispositions.

## Glossary

<b>Applicant</b>	Refers to legal entities (private or public) that apply to participate in the EU-UKRAINE DRONE ALLIANCE.
<b>Participant</b>	Consist of entities that have been selected to become ' <b>Members</b> ' or ' <b>Public Partners</b> ' of the EU-UKRAINE DRONE ALLIANCE.
<b>Members</b>	Members of the EU-UKRAINE DRONE ALLIANCE shall be legal entities with relevance for the defence drone ecosystem established and having their management structure in the EU, EEA EFTA States or Ukraine <sup>5</sup> , 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-UKRAINE DRONE ALLIANCE.
<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 Members that have been selected by the European Commission to constitute the first Board of the EU-UKRAINE DRONE ALLIANCE for at least two years and launch its first activities.
<b>Public Partners</b>	Are legal public entities established in the EU, EEA EFTA States or Ukraine of relevance for the EU defence drone ecosystem and that have been selected for participation in the EU-UKRAINE DRONE ALLIANCE. Entities that can apply for becoming a public partner can be for example:  Public Partners may include, in particular:  a) national public authorities, including Ministries of Defence, armed forces, and other government bodies responsible for defence, security, procurement, research or innovation;

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<sup>5</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.

- b) National agencies or other public bodies entrusted with tasks relevant to defence capability development, research, testing, certification or procurement.
- c) Relevant bodies and agencies of the European Union acting in the field of defence or defence-related activities shall be considered Public Partners by default without being subject to an application or selection procedure.

**Representative**

Refers to a person that has been designated by a Participant as an official point of contact towards the EU-UKRAINE DRONE ALLIANCE. He/she is entitled to speak on behalf of its legal entity in the framework of the EU-UKRAINE DRONE ALLIANCE. A Representative designated by a Member is allowed to participate in the governance of the EU-UKRAINE DRONE ALLIANCE by voting at the Board of the EU-UKRAINE DRONE ALLIANCE 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-UKRAINE DRONE ALLIANCE.

**Guest**

Refers to entities that are not Participants in the EU-UKRAINE DRONE ALLIANCE 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-UKRAINE DRONE ALLIANCE.

**Board of the Drone Alliance**

The Board of the EU-UKRAINE DRONE ALLIANCE is the competent body to take decisions and express recommendations for the functioning and activities of the EU-UKRAINE DRONE ALLIANCE, including the selection of Participants.

The first Board of the EU-UKRAINE DRONE ALLIANCE is constituted by the Founding Members, the Commission and the government of Ukraine for at least two years. It shall be co-chaired by the Commission. After this initial period, the Board of the EU-UKRAINE DRONE ALLIANCE shall be constituted of the Commission and members elected by and among the Members of the EU-UKRAINE DRONE ALLIANCE for a three-years mandate. The Board should be constituted of a maximum of 15 Members.

**Defence drone ecosystem**

Companies, suppliers, integrators, service providers, and supporting institutions involved across the value chain in the design, development, manufacturing, integration, deployment, and sustainment of drones, counter-drone systems, and related technologies for military and security applications. It encompasses hardware, software, data, communications, training, maintenance, and regulatory support activities.

## ANNEX 1 – Procedure for Application to the EU-Ukraine Drone Alliance

A call for expression of interest to submit applications to the EU-UKRAINE DRONE ALLIANCE is open on a rolling basis, with two cut-off dates per year (on 30 March and 30 September).

Applications can be submitted all year long and will be evaluated at least every 6 months, with two defined annual 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.

a. Applications shall be submitted in English to the Commission by completing the dedicated form in EU survey made available for the purposes of the EU-UKRAINE DRONE ALLIANCE, within the deadline indicated in the call for expression of interest. The application should include a description of motivation for:

- Involvement, experience or expertise in the defence drone domain.
- Expectations from the EU-UKRAINE DRONE ALLIANCE / understanding of its objectives.
- Proposal of activities and description of active participation in the EU-UKRAINE DRONE ALLIANCE

*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. 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 Terms of Reference;
- 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.

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

## **ANNEX 2 – Appointment and Replacement of Representatives**

### **1. 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 Drone Alliance.
3. Nominated Representatives shall be citizens from the EU, EEA EFTA States or Ukraine.
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 Drone Alliance Secretariat and the Board.
6. The Drone Alliance Secretariat shall maintain a complete and actual list of Representatives.
7. Upon departure from its position, each Representative shall ensure smooth hand-over to the new Representative(s).

### **2. Obligations in the context of the Drone Alliance**

1. Each Participant, and corresponding Representative(s), shall endorse the present Terms of Reference, thus committing to comply with the enclosed provisions.
2. Each Participant shall ensure that its Representative(s), and deputy Representative(s), comply with the obligations specified in this document.
3. Each Participant (both Representatives and deputy Representatives), Experts and Guest shall maintain the trusted and secured environment of the Drone Alliance – including by respecting the rules for information sharing (as stated under section 4 of Annex 2 below) and for the protection of intellectual property (as stated under section 7 of the ToR).
4. Each Participant shall actively participate<sup>6</sup> in the Drone Alliance and bring added value in a manner that is coherent with its core business and proportionate with its resources.
5. Within five months from its creation, the Board may decide to define and introduce a Code of Conduct to which each Participant and its Representative(s) would have to comply. Each Participant and its Representative(s) shall comply with the Drone Alliance Code of Conduct defined by the Board. The Code of Conduct shall define the principles, ethical standards, roles and responsibilities necessary to safeguard the integrity and objectives of the Alliance and shall apply to all Participants and their Representatives and Deputy Representatives. By participating in the Alliance, each Participant and its Representatives and Deputy Representatives agree to comply with the Code of Conduct, and any violation shall constitute a breach of obligations.
6. Each Participant shall ensure that any communication related to the Drone Alliance is aligned with the strategic objectives of the Drone Alliance. To this end, communication and outreach efforts

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<sup>6</sup> Taking part in any of the activities organised by the Drone Alliance, beyond mere attendance at the annual General Meeting.

should be coordinated with the Board to ensure consistent messaging and alignment (including possible applicable provisions included in the Code of Conduct, if defined and introduced).

7. In addition to the above obligations, each Member shall attend at least one General Meeting every year (see section 4.3 of the ToR).

### **3. Removal of Participants and Representatives**

#### **a. Removal of Participants**

A Participant may be removed from the Drone Alliance based on any of the following grounds:

1. if it does not meet the eligibility criteria set up in section 3.1 of the ToR anymore, upon decision of the Commission;
2. if it fails to comply with one or more of its obligations defined in section 2 of Annex 2, following the procedure defined in section 3.c. below;
3. after being inactive<sup>7</sup> for more than a year in the Drone Alliance, which would be considered as a breach of the Participants' obligations and would fall under the procedure defined in section 3.c of Annex 2;
4. A Participant may also be removed upon its own initiative/request by notifying the Board and outlining the reasons for its withdrawal.

#### **b. Removal of Representatives**

A Representative may be removed from the Drone Alliance if he/she fails to comply with one or more of his/her obligations as laid down in section 2 of the present Annex.

The same removal procedure applies to deputy representatives in cases where they act on behalf of the primary representative.

#### **c. Procedure in case of breach of obligations**

1. Any Participant in the Drone Alliance may notify the Board in the event of a potential breach of the obligations set out in these Terms of Reference by another Participant or its Representative(s). 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 such 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 the Representative belongs to explore alternative solutions before submitting the motion

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<sup>7</sup> 'Inactivity' shall be understood as the absence of participation in any of the activities organised by the Drone Alliance other than the annual General meeting gathering all Members.

(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 (67%) vote of the Board (e.g. at least 10 positive votes out of 15).
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 (67%) vote (e.g. at least 10 positive votes) of the other 14 Representatives sitting at the Board.
6. On the grounds of a security concern<sup>8</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 (e.g. at least 8 positive votes out of 15).

#### **d. 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 he/she was member of the Board, that Participant will be replaced by the next 'in line' based on the vote of Members during the General meeting<sup>9</sup>.
3. If the Chairperson of the Board is removed, he/she will be replaced by a vote of the Board for a new Chairperson.
4. Any removed Participant and/or Representative shall be bound to comply with the obligations related to handling of information after his/her removal as stated in section 4.3 of the present Terms of Reference.

## **4. Information sharing**

### **4.1. General rules for information sharing**

Information sharing in the framework of the Drone Alliance shall respect by the following guidelines:

1. Only **UNCLASSIFIED** information shall be handled within the Drone Alliance. It is the responsibility of every Participant to ensure that no classified information is shared.
2. The security and integrity of information and data shared within the Drone Alliance shall be preserved.
3. Any information or data shared within the Drone Alliance shall be used only to reach the objectives of the Drone Alliance.
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 Drone Alliance.
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

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<sup>8</sup> Such as breach of rules regarding the sharing of information, opening of a legal investigation.

<sup>9</sup> In case such scenario would occur within the first Board of the Drone Alliance, the Commission will propose a new member of the Board based on their initial assessment of applications for becoming Founding Member.

common/shared deliverables within the Drone Alliance, 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 Drone Alliance, Participants shall use the virtual platform, cloud and communication channels made available by the Drone Alliance.
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 including the source considerations).
8. Information shared within the Drone Alliance 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).
11. With regards to the participation of Ukrainian companies, information exchange shall also be carried in full compliance with Ukraine's relevant national provisions.

#### **4.2. Traffic Light Protocol (TLP)**

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

#### **4.3. Handling of information after removal of a Participant or Representative**

Any removed Participant, Representative, or deputy 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 4.2. in the present Annex.