



ESA SPECIFICATION FOR TERABIT/SEC OPTICAL LINKS (ESTOL)

The “ESA Specification for Terabit/sec Optical Links” (ESTOL) provides a collaborative governance and technical environment enabling the European Space Agency (ESA), industry, research institutions and academia from ESA Member States, ESA Associated Members, and Cooperating States to exchange expertise, jointly analyse technical topics and co-develop non-binding technical specifications for use in ESA activities and by the wider satcom community. Under certain conditions, ESTOL is also open to industry and research entities of other countries, fostering international cooperation and supporting interoperability joint efforts worldwide.

ESTOL is an ESA-led initiative. Although ESA coordinates and facilitates this initiative, ESA is not a formal standardisation body, and the ESTOL Documentation constitutes specifications rather than standards. As such, they are not legally binding.

Participation in ESTOL and the use of ESTOL Documentation are governed by these General Terms and Conditions, issued by ESA acting through the ESTOL Coordination Team, i.e. the ESA body responsible for organising, coordinating and guiding the ESTOL process. Within its mandate, the Coordination Team establishes ESTOL policies and strategy, approves participating entities, coordinates the development and publication of ESTOL Documentation, and ensures the proper functioning of the ESTOL governance framework.

Access to and participation in ESTOL require electronic acceptance of these General Terms and Conditions, the ESTOL Governance Rules (Annex 1), the ESTOL Contributor Agreement (Annex 2), and acknowledgement of the ESTOL Privacy Notice. Electronic acceptance constitutes a full and binding agreement by the accepting natural or legal person. Together, these documents set out the legal, procedural and operational framework governing ESTOL. For matters relating to the processing of personal data, Participants must also consult the ESTOL Privacy Notice.

The ESTOL General Terms and Conditions define the rules for platform access and use; the Governance Annex sets out the roles, responsibilities and decision-making processes of the Coordination Team (CT), the General Working Group (GWG) and the Domain Working Groups (DWG); and the Contributor Agreement governs the intellectual property regime applicable to any submitted content.

Change Log

Version 1.0	Initial release on 17 th April 2026
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ESTOL GENERAL TERMS AND CONDITIONS

By selecting “Accept” or otherwise electronically indicating agreement on the ESTOL Collaboration Platform, You acknowledge that You have read, understood and agree to be bound by these ESTOL General Terms & Conditions, including all documents incorporated by reference.

Electronic acceptance creates a binding agreement between You and ESA with the same legal effect as a handwritten signature. To this effect, You ensure that Your User is duly authorised to accept these Terms and Conditions on Your behalf.

1. Definitions

Capitalised terms have the meaning provided in the ESTOL General Terms and Conditions unless otherwise specified.

“**Affiliate**” means an entity that directly or indirectly controls, is controlled by, or is under common control with You, where control of an entity shall mean the direct or indirect ownership of 50% or more of the voting shares, or other ownership interest, entitled to vote in the election of the governing authority of such entity.

“**Collaboration Platform**” means the ESTOL digital environment, including the ESTOL Teams space, SharePoint repositories, and any associated tools used to store, share, discuss, draft and review Platform Content, and to support ESTOL governance bodies in carrying out their roles.

“**Contribution**” means any material, content, formulation, draft text, technical input, proposal, code, document, comment, dataset or other Intellectual Property in the form submitted by You or on Your behalf through the Collaboration Platform, via email, through verbal or written interventions during ESTOL meetings, discussions, or through any other channel recognised under ESTOL governance.

“**ESTOL Coordination Team (CT)**” means the ESA-appointed body responsible for organising, coordinating, approving, consolidating and publishing ESTOL documentation and steering ESTOL processes.

“**ESTOL Dedicated Working Group (DWG)**” means a topic specific group appointed by the CT or GWG to analyse, draft or refine specific technical subjects for inclusion in ESTOL Documentation, thereby contributing to GWG deliberations.

“**ESTOL Documentation**” means the set of documents forming or supporting the ESTOL technical specification, including drafts, reviewed sections, consolidated versions and final published issues developed and approved through ESTOL governance.

“**ESTOL General Working Group (GWG)**” means the forum composed of representatives from industry, research centres and university members participating in ESTOL activities, responsible for proposing, discussing and approving technical specifications and updates.

“**Governance Rules**” means the rules, procedures, guidelines, standards and codes of conduct governing the ESTOL governance structure and the Collaboration Platform operation, as set out in Annex 1 and amended from time to time in accordance with the ESTOL governance framework.

“**Intellectual Property Rights**” means:

- (i) Registered IPR, i.e. all rights granted by law through registration with an authority or office (whether actually registered or in the form of applications) including all registered patents, utility models, designs, topography rights, domain names and trademarks or equivalent rights and rights of action anywhere in the world; and
- (ii) all unregistered intellectual property rights granted by law without the need for registration with an authority or office including all rights in information, data, blueprints, plans, diagrams, models, formulae and specifications together with all copyright, unregistered trademarks, design rights, data base rights, topography rights, know-how and trade secrets or equivalent rights or rights of action anywhere in the world.

“**Participant**” or “**You**” means the natural or legal person participating in ESTOL activities in accordance with these Terms and Conditions.

“**Platform Content**” means any content, data, materials or works made available on or via the Collaboration Platform, whether generated by ESA, ESTOL governance bodies or Users. This includes documentation, drafts, specifications, technical Contributions, meeting materials, software, source code repositories, issue tracking entries, discussions, mailing list communications, and any materials created or exchanged for ESTOL activities. It includes, without limitation, any standard, specification or similar document collaboratively developed within the ESTOL governance framework.

“**Specification**” means the collaboratively developed ESTOL technical specification(s) forming part of the ESTOL

Documentation. These specifications are not intended as legally binding standards.

“Terms and Conditions” means these ESTOL General Terms and Conditions, including any additional terms, policies, rules or guidelines referenced herein or made available on or via the Collaboration Platform, and any amendments thereto.

“Users” means Your employees, contractors (if any) or representatives who access and use the Collaboration Platform in Your name or on Your behalf.

“User Account” means an individual access profile assigned to a User, enabling authentication and authorisation to access and use the Collaboration Platform.

“User Generated Content” means any Intellectual Property or Contributions posted, uploaded, submitted, verbally contributed, linked or otherwise made available by You or Your Users on or through the Collaboration Platform and, generally, the ESTOL communication methods, including draft formulations, comments, proposals, Contributions to repositories, verbal or written interventions during ESTOL meetings, and communications on the Platform. Draft Contributions remain User Generated Content until consolidated and approved by the CT, after which they may become part of the ESTOL Documentation.

2. Provision of the Collaboration Platform

2.1. ESA provides You with access to the Collaboration Platform and Platform Content under these Terms and Conditions. Certain Platform Content may be governed by additional content specific terms.

2.2. Access is provided free of charge.

3. Use of the Collaboration Platform

3.1. ESA may create or manage User Accounts, or You may manage them in accordance with the Governance Rules. You ensure accuracy, confidentiality of credentials, and that Your Users are authorised to submit User Generated Content. Users shall not upload, post or otherwise submit content that is unlawful, defamatory, offensive, discriminatory, infringing third party rights or threatens the security or functioning of the ESTOL environment.

3.2. You and Your Users shall comply with these Terms and Conditions, the Governance Rules and all applicable instructions made available on the Platform. Participation in ESTOL governance requires adherence to the processes and deadlines described in the Governance Rules.

3.3. Neither ESA nor the ESTOL governance bodies are obliged to include any User Generated Content in the ESTOL Documentation. ESA may review, edit or delete User Generated Content at any time. For the avoidance of doubt, Users are under no obligation to submit User Generated Content. Participation in ESTOL activities may consist of attending meetings, listening, intervening or verbally commenting. Verbal Contributions made during ESTOL meetings constitute User Generated Content for the purposes of these Terms and Conditions.

3.4. You shall promptly notify ESA of any suspected or actual unauthorised access or use of Your account. ESA may suspend access where necessary or as appropriate, in particular for security, performance or violation of these Terms and Conditions or the Governance Rules.

4. Intellectual Property Rights

A/ General

A.1. Contributor Agreement

Participation requires a Contributor Agreement with ESA. Rights granted under that agreement apply in addition to this clause.

A.2. License to Use

For the purpose of operating the Platform and developing Platform Content, You grant ESA a nonexclusive, perpetual, irrevocable, royalty free, transferable and sublicensable licence to use User Generated Content. This includes copying, analysing, hosting, displaying, publishing, modifying and incorporating it into ESTOL Documentation.

ESA shall not commercially exploit User Generated Content or ESTOL Documentation through the sale, licensing for monetary consideration, or other monetisation of User Generated Content as a standalone product or service.

This does not limit ESA’s right to publish, disseminate, use or incorporate such User Generated Content for the purposes of developing, maintaining or promoting ESTOL Documentation, supporting ESA programmes, or enabling the functioning of the Collaboration Platform.

Once released by ESA, such ESTOL Documentation may be used, reproduced, implemented or incorporated by any third party into products, services or other commercial activities. Nothing in these Terms and Conditions restricts such downstream commercial use. For clarity, this does not permit the sale or monetisation of the ESTOL Documentation itself as a standalone item. ESA shall bear

no responsibility or liability for any acts, uses, reproductions or commercial exploitation of publicly released ESTOL Documentation by third parties.

A.3. Termination

Rights granted under this Article survive termination. User Generated Content may remain available through the Platform or successor systems.

A.4. Necessary Permissions

You warrant, to the best of your knowledge and after reasonable verifications, that You hold all rights necessary to grant licences and that User Generated Content does not knowingly infringe third-party rights.

Where Your employer holds rights, You warrant You obtained all necessary permissions.

B/ Inventions and Patent-Sensitive Contributions

B.1. Prior Art Warning

Any material made available on or via the Collaboration Platform may constitute prior art and may therefore impair or destroy patentability of inventions.

B.2. Non-Disclosure of Patent Sensitive Material

You shall not upload, submit or otherwise make available on the Collaboration Platform any material that You know or reasonably suspect to be patentable, or that is subject to an ongoing internal invention assessment, unless You have first complied with the dedicated patent sensitive submission procedure described in these Terms and Conditions and the Contributor Agreement.

B.3. Disclosure of Existing Patents or Patent Applications

Participants shall inform ESA if any User Generated Content submitted for potential inclusion in ESTOL Documentation is protected by existing patents or pending patent applications owned or controlled by the Participant or its Affiliates. If such patented material is proposed for inclusion in ESTOL Documentation, the Participant shall be willing and able to offer access to the relevant patent rights on fair, reasonable and non-discriminatory (FRAND) conditions to ESA, all ESTOL Participants and to third parties implementing the ESTOL Documentation. Patented content for which FRAND access cannot be granted shall not be incorporated into ESTOL Documentation.

B.4. Confidential Submission Channel

ESA shall provide a confidential submission channel enabling Participants to declare and submit potentially privately to ESA:

- (i) any material they know or reasonably suspect to be patentable in case they already filed a patent application covering such material with a competent patent office;
- (ii) only confidential material strictly necessary for ESA to assess the suitability of a Contribution for inclusion in ESTOL Documentation (e.g. information about dependencies, know how, internal analysis, experimental results etc.); this shall not include general business plans or financial data.

This channel may include a dedicated confidential email address, a secure ESA file transfer system or an ESA controlled confidential document drop-off area. Any information shared through this channel will only be accessible to the submitting ESTOL Participant and ESA.

The channel can be used only by Participants who have accepted the ESTOL Terms & Conditions and executed the ESTOL Contributor Agreement.

Without prejudice to the Governance Rules, ESA shall implement reasonable administrative and technical measures to ensure access control and to preserve the confidentiality of submissions and shall use such material solely for assessing its suitability for inclusion in ESTOL Documentation. Submissions from unauthorised or unidentified senders shall not be accepted, reviewed or processed. ESA may reject or disregard any submission that fail to observe the conditions above, without incurring any liability.

B5. ESA Rights to Review and Remove Content

ESA may temporarily remove or restrict access to any User Generated Content that appears to include patent sensitive information, pending clarification with the Participant.

B6. No Liability for Loss of Patent Rights

ESA shall not be liable for any loss of patent rights or other intellectual property opportunities resulting from a Participant's disclosure of technical content through the Collaboration Platform and no User shall bear any liability arising from such disclosure.

B7. Submission Logging

All submissions may be recorded with timestamp, Participant identification and file hash/version, for evidentiary purposes (e.g. for subsequent patent filings, chain of title assessment, licensing analysis).

5. Warranty, Liability and Indemnification

5.1. The Collaboration Platform is provided ‘as is’, without warranties except in cases of wilful misconduct or gross negligence.

5.2. Neither ESA nor any ESTOL Participant shall be liable for any damages related to the Platform or Platform Content except in cases of their respective wilful misconduct or gross negligence.

5.3. You are responsible for Your User Generated Content and indemnify ESA and other ESTOL Participants for any claims arising from Your or Your Users’ Contributions and use of the Platform.

6. Final Provisions

6.1. If any provision of these Terms and Conditions is unlawful or unenforceable, it shall be reinterpreted to achieve lawful effect; the remainder shall remain in force.

6.2. These Terms and Conditions continue indefinitely unless terminated by You or ESA with one month written notice. You or ESA may terminate with immediate effect following a material breach not remedied within fourteen days.

6.3. ESA may modify the Collaboration Platform or its functionality at any time at its sole discretion.

6.4. ESA does not guarantee Platform availability. ESA may suspend or shut down the Platform at any time for maintenance, upgrades or security reasons.

6.5. ESA may transfer operation of the Platform to another operator. All rights and obligations under these Terms and Conditions may be assigned accordingly. By accepting these terms, You agree to such transfer.

6.6. Your participation in ESTOL is governed by the laws of France, excluding conflict of laws rules. Nothing in or relating to the present Terms and Conditions or its Annexes shall be deemed a waiver, express or implied, of any of the privileges and immunities of ESA set forth in Annex I of the ESA Convention.

6.7. Any disagreement in connection with or arising out of the present Terms and Conditions or its Annexes shall be settled exclusively amicably in good faith through the internal procedures established under the ESTOL governance framework. Recourse to national or international courts or tribunals is expressly excluded.

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Annex 1

ESTOL GOVERNANCE RULES

By selecting “Accept” or otherwise electronically indicating agreement on the ESTOL Collaboration Platform, You confirm that You accept and agree to comply with the ESTOL Governance Rules set out in this Annex 1, as amended from time to time in accordance with the ESTOL governance framework.

Electronic acceptance binds You to the processes, decision-making rules and operational procedures described in this Annex. To this effect, You ensure that Your User is duly authorised to accept these Rules on Your behalf.

1. Organization, Roles and Responsibilities

1.0. Operational Definitions

For the purposes of these ESTOL Governance Rules, the following terms apply. Capitalised terms not defined in this Annex have the meaning assigned in the ESTOL Terms & Conditions.

“**CT Meeting**” means a meeting convened by the ESTOL Coordination Team to organise GWG activities, address technical issues or prepare ESTOL Documentation.

“**DWG Meeting**” means a meeting convened by a Dedicated Working Group to analyse, draft or refine content relating to a specific technical topic.

“**GWG Meeting**” means a meeting of the General Working Group, typically convened for discussion of technical topics, review of draft material and agreement on proposed formulations.

“**Open Discussion Phase**” means the initial stage of ESTOL development in which Participants raise topics, present analyses and exchange views prior to drafting.

“**Drafting Phase**” means the stage in which the CT, GWG members or a DWG prepare initial or revised formulations of the ESTOL Documentation.

“**Reviewing Phase**” means the stage in which a draft section is open for comments, reformulations and input from ESTOL Participants, prior to consolidation by the CT.

“**Publishing Phase**” means the stage at which the CT consolidates, finalises and publishes ESTOL Documentation.

“**Shared Resources**” means the materials made available to ESTOL Participants within the Collaboration Platform for governance and drafting purposes, including working

documents, draft text, slides, analyses and supporting technical materials.

1.1 Overview

ESTOL activities are organised through the following governance bodies:

- **ESTOL Coordination Team (CT)**
- **ESTOL General Working Group (GWG)**
- **ESTOL Dedicated Working Groups (DWG)**

These bodies interact through iterative cycles of discussion, drafting, review, approval and publication of the ESTOL Documentation.

Participation in ESTOL is open to:

- (i) industry, research centres and universities from ESA Member States, ESA Associate Members and ESA Cooperating States;
- (ii) upon request and subject to conflict-of-interest review, entities outside ESA Member States, ESA Associate Members and Cooperating States.

A conflict of interest may arise where the participation of an entity could reasonably compromise the integrity, neutrality or collaborative functioning of ESTOL processes, including risks relating to governance, intellectual property, confidentiality, security, or behaviour that could impede fair and collaborative participation in ESTOL.

1.2 ESTOL Coordination Team (CT)

1.2.1 Composition and Mission

The CT is composed of ESA representatives across relevant technical areas. The CT shall be composed of not more than seven ESA representatives.

Its mission is to organise, coordinate and guide the ESTOL process to produce, maintain and publish the ESTOL Specification based on the inputs of ESTOL Participants.

1.2.2 Responsibilities

The CT is responsible for:

- a) establishing the ESTOL mission and objectives;
- b) setting policy and strategy for developing, promoting and maintaining ESTOL Documentation;
- c) maintaining short and long-term planning for ESTOL activities;
- d) organising GWG meetings and coordinating discussions;
- e) appointing and coordinating DWG activities;

- f) seeking resolution of disputes arising in the development or implementation of the ESTOL Specification;
- g) addressing policy issues raised by Participants;
- h) proposing and approving new Participants;
- i) establishing strategy for interfacing with external standardisation bodies and ratifying related arrangements;
- j) approving changes to the ESTOL organisation, processes and procedures, including to the ESTOL Terms and Conditions and its Annexes;
- k) fostering discussion and collaboration among ESTOL Participants;
- l) performing technical analysis to support drafting;
- m) proposing initial draft specifications;
- n) consolidating Contributions into final ESTOL Documentation;
- o) approving and publishing changes and additions to the ESTOL Documentation.

The CT may, where necessary to ensure the orderly functioning of ESTOL, remove disruptive content, restrict participation, or suspend access for behaviour or conduct that violates the ESTOL framework.

1.2.3 Decision-making

CT decisions are taken by consensus among its members.

1.2.4 Observers

The CT may invite external observers where useful, including for potential cooperation or alignment with other specification activities.

Observers:

- a) participate only in the CT Meetings or items for which they are invited;
- b) may provide non-binding comments when requested;
- c) have no voting rights and do not take part in decision-making;
- d) must comply with confidentiality and applicable policies;
- e) may be excluded from any discussion or have their status withdrawn at CT discretion.

1.3 ESTOL General Working Group (GWG)

1.3.1 Composition and Mission

The GWG is composed of representatives from ESTOL Participants.

Its mission is to propose, discuss and agree on technical Contributions to ESTOL Documentation.

1.3.2 Responsibilities

The GWG is responsible for:

- a) steering the ESTOL mission and objectives;
- b) supporting long-and-short term planning aligned with the ESTOL mission;
- c) actively participating in discussions during GWG meetings;
- d) proposing new topics;
- e) identifying discussion topics for future GWG meetings;
- f) requesting creation of DWGs as needed;
- g) preparing initial draft specifications;
- h) providing comments and/or reformulations on drafts within deadlines;
- i) proposing addition of new Participants;
- j) reviewing and recommending to the CT changes to the ESTOL organisation, processes or procedures, including to the ESTOL Terms and Conditions and its Annexes;
- k) reviewing, recommending to the CT changes and additions to the ESTOL Documentation.

1.3.3 Decision Making

GWG decisions shall be taken preferably by **consensus**, otherwise by **majority vote**. If no clear majority emerges, the matter is escalated to the CT.

1.4 ESTOL Dedicated Working Groups (DWG)

1.4.1 Composition and Mission

DWGs are composed of experts from ESTOL Participants selected for their expertise in specific technical fields.

DWGs are convened by the CT or GWG to address specific topics requiring detailed analysis.

1.4.2 Responsibilities

DWGs are responsible for:

- a) drafting proposed formulations of the specification on assigned topics;
- b) providing technical inputs for CT or GWG decision-making;
- c) conducting short analyses or trade-offs to support drafting and review.

1.4.3 Decision-making

DWG decisions shall be taken preferably by **consensus**, otherwise by **majority vote**. If no clear majority emerges, the matter is escalated to the CT.

2. ESTOL Development Process

The ESTOL Specification is developed through four iterative phases:

1. **Open Discussion Phase**
2. **Drafting Phase**
3. **Reviewing Phase**
4. **Publishing Phase**

These stages may loop as needed.

2.1 Open Discussion

Topics are proposed and discussed in GWG meetings. GWG members may present analyses, trade-offs or state of the art updates to support understanding. Open discussions may also be triggered during the Drafting or Reviewing Phases when new issues arise.

2.2 Drafting

Initial formulations of drafts are prepared by the CT or any GWG member. Drafting is iterative and may trigger additional open discussions or require formation of a DWG.

2.3 Reviewing

Once a draft section is sufficiently mature, it enters review. All ESTOL Participants may provide online comments or proposed reformulations. The CT consolidates all inputs into a revised formulation. Reviews may result in further drafting cycles if gaps or issues are identified. Additional drafting rounds may be required.

2.4 Publishing

The CT consolidates and publishes ESTOL Documentation. After publication, the final issue is communicated to all ESTOL Participants.

3. Meetings Organisation

3.1 CT Meetings

CT meets as necessary to prepare GWG sessions or address technical topics and drafting matters.

3.2 GWG Meetings

GWG Meetings are typically convened monthly. The agenda is set by the CT and focuses on concrete technical topics. Meeting materials are stored on the Collaboration Platform.

3.3 DWG Meetings

DWG Meetings are planned and convened when required by CT or GWG. Dates and times are coordinated with DWG Participants.

4. Participation in ESTOL Working Groups

4.1 Entities from ESA Member States, ESA Associate Member States and Cooperating States

Process:

1. Entity sends request to ESA.
2. CT provides the ESTOL Terms and Conditions.
3. The entity signs the Terms and Conditions.
4. CT provides onboarding meeting.
5. CT grants access to Shared Resources and meetings.
6. CT informs ESTOL Participants of the new Participant.

4.2 Entities Outside ESA Member States, ESA Associate Member States and Cooperating States

Process:

1. Entity sends request to ESA.
2. CT notifies ESTOL Participants and requests conflict of interest declarations from interested entity.
 - (i) If concerns are raised: CT assesses, consults affected Participants, and decides to admit, refuse or impose restrictions.
 - (ii) If no concerns are raised within one week: CT proceeds.
3. CT provides the ESTOL Terms and Conditions.
4. The entity signs the Terms and Conditions.
5. CT provides onboarding meeting.
6. CT grants access to Shared Resources and meetings.
7. CT informs ESTOL Participants of the new Participant.

5. Resources and Communication

5.1 Email Communications

ESTOL communications on technical and organisational matters are carried out by the CT.

The mailing list ESTOL@esa.int includes all Participants.

GWG meeting invitations are sent via this mailing list.

Formal notifications to ESTOL Participants may be delivered through the Platform or via the email address provided by the Participant. Participants are responsible for keeping their contact information up-to-date and accurate.

5.2 Shared Resources

All resources are hosted within the ESTOL Team on the Collaboration Platform, including:

- a) Published ESTOL Documentation;
- b) Ongoing working documents open for comments;

- c) Slides from previous meetings;
- d) Supporting technical documentation;
- e) Materials provided by ESTOL Participants.

However, ESTOL governance bodies are not responsible for detecting, confirming, or evaluating patents.

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6. Patent Screening in ESTOL Governance Processes

6.1 General Principles

ESTOL is a non-confidential technical exchange environment;

Participants are solely responsible for ensuring that their Contributions comply with the Intellectual Property provisions of Clause 4 (“Intellectual Property Rights”) of the ESTOL Terms & Conditions, including:

- (i) Clause B.2 (“Obligation Not to Disclose Patent-Sensitive Material”) and
- (ii) Clause B.3 (“Disclosure of Existing Patents or Patent Applications”),

as well as the warranties provided in Clause 5 of the ESTOL Terms and Conditions.

Any Contribution that contains, or is known or reasonably suspected by the Participant to contain, patented or patent-pending material must follow the disclosure and FRAND-licensing requirements set out in Clause B.3 of the ESTOL Terms & Conditions.

Newly patentable inventions must follow Clause B.2 and be submitted through the confidential ESA channel pursuant to Clause B.4 of the Terms and Conditions.

6.2 Clarification of Responsibilities

To ensure consistency:

ESA and ESTOL governance bodies do not perform patent clearance or patentability assessments.

Participants must not upload content subject to patentability assessment (per Clause B.2 of the Terms and Conditions).

Participants must disclose existing patents and commit to FRAND terms where applicable (per Clause B.3 of the Terms and Conditions).

6.3 Handling Potential Concerns (Non-screening Approach)

If a Participant flags that a Contribution *may* contain patent – sensitive material:

- (i) CT may temporarily restrict access;
- (ii) CT informs the Participant and invites clarification;
- (iii) ESA may route material through the confidential channel if the Participant agrees.

Annex 2

ESTOL CONTRIBUTOR AGREEMENT

This ESTOL Contributor Agreement (“Agreement”) is entered into between the European Space Agency (“ESA”) and the undersigned contributor (“Contributor” or “You”), in order to regulate the rights, obligations and intellectual property aspects of Contributions made to the ESTOL initiative.

This Agreement supplements and forms an integral part of the ESTOL General Terms and Conditions (“Terms and Conditions”).

In case of conflict between this Agreement and the Terms and Conditions, this Agreement prevails only with respect to contribution specific IP matters.

By selecting “Accept” or otherwise electronically indicating agreement on the ESTOL Collaboration Platform, You acknowledge that You have read, understood and agree to be bound by this ESTOL Contributor Agreement, including the licence grant, representations and warranties, and intellectual-property provisions set out herein.

Electronic acceptance constitutes a binding agreement between You and ESA governing Your Contributions to ESTOL Documentation. To this effect, You ensure that Your User is duly authorised to accept this Agreement on Your behalf.

1. Definitions

For the purposes of this ESTOL Contributor Agreement, the following terms apply. Capitalised terms not defined in this Annex have the meaning assigned in the ESTOL Terms & Conditions.

“**Agreement**” means this ESTOL Contributor Agreement between ESA and the Contributor.

“**Contributor**” means the natural or legal person governed by this Agreement and submitting Contributions under it.

“**Derivative Work**” means any work based on or incorporating a Contribution, including modifications, adaptations, translations or consolidated versions prepared within the ESTOL governance process.

“**Moral Rights**” means the personal rights of authorship recognised under applicable copyright laws, including rights of attribution and integrity, to the extent such rights cannot be waived.

2. Purpose of the Agreement

The purpose of this Agreement is to:

- a) Govern the Intellectual Property Rights related to Contributions submitted by You;
- b) Ensure ESTOL governance bodies may freely use, consolidate, modify, integrate and publish Contributions;
- c) Enable ESA to maintain, publish, update and license the ESTOL Documentation.

The processing of personal data under this Agreement is carried out in accordance with the ESTOL Privacy Notice.

3. Grant of Rights

3.1 You hereby grant ESA a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, fully transferable and sublicensable licence to:

- (i) use, copy, reproduce, modify, edit, translate, reformat or adapt Contributions;
- (ii) incorporate Contributions, in whole or in part, into ESTOL Documentation;
- (iii) create Derivative Works ;
- (iv) publish, distribute, display, communicate, or otherwise make Contributions available to all ESTOL Participants and/or the public;
- (v) maintain Contributions in archives and future ESTOL documentation repositories.

This licence is intended to permit ESA to develop, maintain, standardise, and distribute ESTOL Documentation and any derivative specifications.

3.2 ESA shall not commercially exploit Contributions as standalone products or services, consistent with the ESTOL Terms and Conditions.

4. Transformation of Contributions into ESTOL Documentation

- a) Contributions remain “User Generated Content” until reviewed and consolidated by the CT.
- b) Once incorporated into ESTOL Documentation, Contributions become part of the ESTOL Specification and are no longer treated as standalone submissions.
- c) Contributors acknowledge that:
 - (i) ESTOL Documentation is collectively developed;
 - (ii) attribution to individual Contributors may not be maintained;
 - (iii) evolution and modification of Contributions is expected.

5. Representations and Warranties

You represent and warrant that:

1. You are legally entitled to submit Contributions under this Agreement;
2. To the best of Your knowledge and after reasonable verifications, Your Contributions do not knowingly infringe any third-party rights;
3. If You are an employee or contractor, You have obtained all necessary permissions from Your employer or principal;
4. Contributions are provided in good faith and to the best of Your knowledge.

You agree to notify ESA and the CT if You become aware of any potential third-party rights affecting a Contribution already submitted.

You must hold or have secured all necessary rights, approvals and permissions to submit Your Contributions. You must not upload or disclose any Contribution or material for which You lack such rights or permissions.

6. Moral Rights

To the maximum extent permitted by applicable law:

- (i) You waive the exercise of Moral Rights associated with the Contributions, insofar as such rights would prevent or restrict modification, integration, translation, publication or consolidation of Contributions into ESTOL Documentation.
- (ii) Where Moral Rights cannot be waived, the Contributor agrees not to assert them against ESA, CT members, GWG members or any other ESTOL Participants.

You acknowledge and accept that:

- a) Contributions may be modified, adapted, merged, or incorporated into Derivative Works without obligation to provide attribution or to preserve the original form or meaning of the Contribution;
- b) Contributions may be incorporated into ESTOL Documentation without individual attribution;
- c) Contributions may be combined with those of other Contributors in a manner that does not preserve individual authorship;
- d) Generally, ESA may edit, reformat, adapt or remove Contributions when consolidating ESTOL Documentation, and such acts shall not constitute an infringement of any Moral Rights.

You represent and confirm that the submission of the Contribution does not violate the Moral Rights of any third party.

7. No Obligation to Use Contributions

Neither ESA nor any ESTOL governance body (CT, GWG, DWG) is obliged to:

- (i) use, incorporate or publish any Contribution;
- (ii) provide feedback;
- (iii) attribute authorship;
- (iv) retain Contributions in working documents.

Decisions on inclusion are governed by ESTOL governance rules (consensus, majority, or CT escalation).

8. Confidentiality

ESTOL operates under a non-confidential and open Contribution principle:

- (i) Contributions submitted to ESTOL are treated as non-confidential;
- (ii) Contributors shall not submit confidential or proprietary information;
- (iii) ESA has no confidentiality obligation regarding Contributions. This does not apply to submissions made through the patent sensitive submission channel described in the ESTOL Terms and Conditions.

If a Contributor needs to transmit confidential background material solely for internal evaluation, such transmission requires prior written agreement with ESA.

9. Liability

You are solely responsible for Your Contributions.

ESA and ESTOL Participants shall not be liable for the use, non-use, integration or modification of Contributions, except in cases of their respective wilful misconduct or gross negligence.

10. Term and Termination

This Agreement enters into force upon signature and continues:

- (i) for the duration of Your participation in ESTOL, and
- (ii) thereafter to the extent necessary to preserve ESA's rights under Clauses 3 and 4 of this Agreement.

Articles relating to Intellectual Property Rights, representations and warranties, confidentiality, and evidentiary logging shall survive termination of this Agreement.

In particular, termination does not revoke or limit any rights already granted to ESA.