



TERMS OF USE FOR DISTRIBUTED NETWORKED BATTLE LABS (DNBL)

Member Terms of
Use (MToU)

Edition 1.0

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1. Introduction

Welcome to Member Access to the Distributed Networks Battle Labs (DNBL) portal.

DNBL is an initiative led by the NATO Communications and Information Agency (NCIA) with sponsor support from Headquarters Supreme Allied Command Transformation (HQ SACT) has been created in order to tighten cooperation on preparation and conduct of Experimentation, Test and Evaluation (ET&E) between the members of the Framework. The DNBL Framework enables its members to exchange services in a fast and economic way and through this to provide access to DNBL specific capabilities and systems in a federated way.

DNBL governance is provided by the DNBL Board of Directors (BOD), Executive Board (EB), the DNBL Advisory Board (AB) and the DNBL Technical Authority (TA). The DNBL TA manages the DNBL portal and is in charge of day to day functioning of the portal.

The services and features which are provided through the DNBL portal are subject to the Member Terms of Use (MToU). These MToUs are in complement to the User Terms of Use (UToU) and enable the members to offer and consume the DNBL services.

2. Acceptance of MToU

Member Access to the DNBL portal is expressly premised upon acceptance of the DNBL MToU set forth herein, and any other related notices posted on the DNBL portal. The UToU for the DNBL portal applies in full to Member Access and is incorporated by reference herein. Use of the Member Access features of the DNBL portal, or of any content presented in any and all areas of the DNBL portal, indicates express understanding of, and agreement to be bound by, the MToU, the UToU, and other notices posted on the DNBL portal.

The DNBL Executive Board (EB) shall have the right to update the MToU based on feedback received through the DNBL Advisory Board (AB) and organisations. The members will be informed via portal notice of such updates. Any changes to the DNBL MToU shall be effective immediately following the posting of such changes on this portal. The most current version of the MToU can be downloaded from the DNBL portal. By your continued use of the DNBL member portal, you expressly agree to review the DNBL MToU in a timely manner for updates to the terms of use and that any subsequent use by you of the DNBL portal following changes to the MToU shall constitute your acceptance of any and all such changes.

3. Definitions

The definitions set forth in the DNBL Operating Model latest edition posted on the DNBL portal apply to these UToU. DNBL Operating Model remains the sole source of definitions tailored for the DNBL Framework and complements the NATO AAP-15 Glossary and Terms.

4. Member Terms of Use

4.1 Membership Information

Member Access and use of the DNBL portal and any of its services require prior registration for DNBL Membership. The DNBL Membership is open to NATO organizations, national governments and companies and academic institutions located in NATO member and Partnership for Peace (PfP) nations. The registration process must be completed by providing current, complete and accurate information as requested in the DNBL member registration form, including identification of member Points of Contact (POC).

Member Access to the DNBL Service Catalogue and the information provided at the DNBL portal is not an endorsement by NCIA of the member, nor the quality of its service and as such shall not serve and directly or indirectly, as an NCIA or DNBL TA endorsement of any service provided, or to be provided, by the member, its successors, assignees, or licensees.

The provision of DNBL Services is governed by principles of mutual confidentiality and respect, and is subject to specific contractual arrangements between service provider(s) and Service Subscriber(s), including any Non-Disclosure Agreement if required on top of the MToU between them. Neither service provider(s) nor service subscriber(s) shall issue media statements or make public announcements relating to DNBL services unless agreed in advance by all parties concerned. Service provider(s) and service subscriber(s) shall not use the name (including abbreviations), emblem, logo, or official seal of any other party without the prior written consent of that party. This extends to the use of the name, emblem, logo, or official seal of any NATO entity unless it's been specifically produced for this purpose i.e. DNBL Member logo.

Materials and information on the DNBL portal can be distributed by members within their own organizations subject to the non-disclosure obligations under the MToU and the UToU. Distribution of data shall be treated accordingly to "need to know" principles.

Members remain solely responsible for ensuring that any of their interactions conducted through the DNBL portal comply with all applicable export control laws and for obtaining any and all necessary permissions, licenses, or authorizations in this regard.

Reference to DNBL membership shall not be used in any advertisement, marketing effort, promotion of products or service, whether directly or indirectly, without the prior approval of the DNBL TA.

Any disputes relative to member access to the DNBL portal will be resolved through dialogue and shall not be subject to any outside juridical or administrative process.

4.2 Member Access to the DNBL portal

Member Access to the DNBL portal allows member organisations to:

- Provide and/or to subscribe to the DNBL services.
- Use the DNBL Forum, the DNBL Service Catalogue, and DNBL event sites.
- Use the virtual working space created for their ET&E events.
- Exchange information and data required for completion of the events.
- Design new services and propose them to the DNBL TA for acceptance and addition to the DNBL Service Catalogue.

DNBL membership is of indefinite duration, unless and until terminated by the member or revoked by the DNBL EB.

Member access to the DNBL portal comes without any obligations, other than stated in the DNBL Operating Model, MToU and the UToU. Member Access to the DNBL portal is a no-cost arrangement based on reasonable efforts and governed by the principle that costs lie where they fall. Accordingly, access to the DNBL portal will not serve as a basis for claiming payment or reimbursement for any costs, services, or efforts by either of the parties.

The DNBL portal sites created for the purpose of particular DNBL events are restricted to DNBL members participating in the event.

Members will not derive any advantage or receive preferential treatment in any subsequent contracting process or procurement transactions, no matter if conducted by NCI, or any other NATO entity, including NATO agencies.

DNBL's aim is the exchange of services and as such member access to the DNBL portal does not serve as a mechanism for the sponsorship, donation, or placement of products; nor does it bind NCI or any other NATO entity, including NATO agencies, to enter into a further agreement, or business relationship with members.

By providing the DNBL TA with an application for member access to the DNBL portal, members acknowledge that they have read and understand the MToU and the UToU, that they agree to its terms, and that they consent to the transfer of such information outside the member resident jurisdiction. If members do not agree to be bound by and comply with all of the foregoing, members may not access or use the DNBL portal.

4.3 Revocation and/or termination of Access to the DNBL Portal

The DNBL TA can, if the situation requires, revoke and/or terminate Member Access to all or portions of the DNBL portal for violations of the letter or spirit of the UToU, MToU, and/ or if the member otherwise creates risk or possible legal exposure for the NCI. Notification will be made to the member of such revocation and/or termination by email or the next time the member representative attempt to access their user account.

Members may request the DNBL TA to delete their account or disable any application at any time, except when the DNBL member is involved in an active event.

4.4 Access to Services

Through the DNBL portal, the DNBL TA provides the Members Access to the DNBL Service Catalogue, specific event sites to ET&E and an ET&E library. These data and information, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the MToU.

The DNBL Technical Authority has authority to assess proposed service description and provide recommendation to the DNBL EB for registration. Once an offered service has been accepted, it will be included in the DNBL Service Catalogue on the portal. Acceptance of services and their use shall be in accordance with the DNBL Service Strategy.

Offering services through the DNBL portal does not prevent members from requesting information from industry or other entities on the same topic, but the copyright of the service descriptions will have to be respected in this process.

4.5 Cost Estimates of Services

Members may, if they wish so, and when acting as Service Providers, provide cost figures for their services on the DNBL Service Catalogue. Cost figures allow potential Service Subscribers or the ETE managers to recognize the required level of effort for a specific service in an early phase and speed up the preparation for a DNBL event.

When providing cost figures, the DNBL services as outlined in the service description and optional elements of these services are to be addressed as well as any limitations which apply to services delivery to specific parties.

4.6 Non-Disclosure of Data/Information

Members acting as Service Providers and Service Subscribers may receive and disclose data, subject to the following:

1. As the recipient of data, the Receiving Partner agrees that it will use such Data only for the purposes of provision or offer of services according to the Service Catalogue.
2. The Receiving Partner agrees that it shall not disclose the data or the results of the services without the prior written consent of the Disclosing Partner.
3. The Receiving Partner shall handle the data with the same degree of care as its own data and in compliance with all applicable security regulations and import/export control laws. The Receiving Partner further agrees that only those employees who have a need to know shall have access to data. If applicable, the obligations contained in the MToU need to be passed on to subcontractors and/or consultants hired by the Receiving Partner through appropriate non-disclosure agreements on the understanding that such contractors/consultants are made fully aware of and expressly agree to be bound by the provisions of the MToU.
4. The Receiving Partner agrees not to copy or reduce the data to writing except as may be strictly necessary for completion of the services.
5. The Receiving Partner agrees to delete any data upon completion of the purpose(s) for which it was submitted to the Receiving Partner, unless agreed otherwise by the Disclosing Partner. The confidentiality obligations shall remain in force for a period of 3 years after the deletion of the electronically stored data.

5. Warranty - Liability

When acting as a service provider, the member commits to the DNBL standards as set forth in the DNBL Service Description and agrees to continuously apply a quality management regime as outlined in the Quality & Maturity of services section of the MToU, set forth below.

Warranty and liability requirements need to be provided for in the contractual arrangement between the service provider and the service subscriber, otherwise the member does not provide any express or implied warranty of any kind, including but not limited to, those of merchantability and fitness for a particular purpose, and the member accepts no liability whatsoever for, or in connection with, the use of its services.

When acting as a service subscriber, the member warrants that to the best of its knowledge and belief, no proprietary rights of third parties are infringed by the use of the data it provides to the service provider(s). It is emphasized, however, that the data can only be used by the service

provider(s) within the limits set forth in the MToU and the contractual arrangement between the service provider and the service subscriber.

The service subscriber shall ensure that it has obtained from any and all additional license rights required for the data that he is contributing to the event for the service provider(s) to use the data.

Unless decided otherwise between the service provider and the service subscriber, any test results provided by the service provider are provided "as is" and should not be used by the service subscriber as sole tool or means for making safety critical decisions.

6. Import and Export Control

Members acting as service providers and service subscribers may be subject to national import/export control regulations and are responsible for compliance with all such import/export regulations including the establishment of any and all necessary import/export control or associated processes prior to offering or requesting services.

7. Security Accreditation

Members acting as service providers and service subscribers shall ensure national or NATO security accreditation prior to offering or requesting services, at the level required for the service.

8. Disputes and conflict resolutions

Disagreements concerning the provisions of the MToU and their application in DNBL events shall be elevated to the DNBL EB for resolution. The final determination of the DNBL EB on such disagreements shall be final and binding upon all members.

Disputes arising within NATO (including NATO bodies), or between NATO (including NATO bodies) and a NATO nation regarding the interpretation or application of the MToU will be resolved through negotiation of the affected parties. No resort shall be made to any national or international tribunal or third party for resolution of the dispute.

Initial attempts at resolution of disputes arising between NATO (including NATO bodies) and members who are private companies or academic institutions regarding the interpretation or application of the MToU will be made through negotiation by the affected parties. Should such negotiation fail to resolve the dispute, the affected parties may resort to arbitration of the matter for final resolution.

Initial attempts at resolution of disputes arising exclusively between members who are private companies or academic institutions regarding the interpretation or application of the MToU will be made through negotiation by the affected parties. Should such negotiation fail to resolve the dispute, the affected parties may resort to arbitration of the matter for final resolution.

Resolution of disputes arising from the contractual arrangement between members acting as service providers and as service subscribers shall be made in accordance with the terms of said contract between the affected parties.

9. Quality and maturity of services

Members acting as service providers shall ensure the quality, maturity and availability of their services with respect to the statements provided in their Service Description, the Service Catalogue, and any contractual arrangement with the service subscriber(s).

10. Disclaimer

Access to the DNBL portal at the Member level, including the use of event sites, is provided solely for the use of NATO organizations, national government organisations and private companies and academic institutions located in NATO member and Partnership for Peace (PfP) nations for the purpose of facilitating ET&E services only and is not intended to provide specific commercial, regulatory or legal advice. Unless otherwise indicated on the DNBL portal, members may display, download, archive and print copies of any information on the DNBL portal for such use as indicated herein.

10.1 Indemnification by User

Members agree to indemnify, defend and hold harmless NCIA, their representatives and agents from any loss, liability, claim, demand, damage, or expense (including reasonable legal fees) asserted by any third party relating in any way to Member Access of the DNBL portal or breach of the MToU and/or UToU.

10.2 General Provisions

If any provision of the MToU is held invalid or unenforceable in any respect by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of the MToU shall continue in full force and effect. No waiver of any provision of the MToU shall be deemed a further or continuing waiver of such provision or any other provision of the MToU. Members agree that the MToU and other notices posted on the DNBL portal have been drawn up in English language.

Nothing in the MToU shall prevent the DNBL TA from complying with applicable law.

The MToU do not confer any third party beneficiary rights.

The DNBL TA has no obligation to monitor submissions to the DNBL portal. However, the DNBL TA reserves the right to review submissions posted to the DNBL portal and to remove any materials in its sole discretion when such Submission violates ToU.

The DNBL TA reserves the right to terminate Member Access to the DNBL portal and/or to any or the entire event sites at any time, according to Event Support Agreement (ESA) regulations. Termination of an access rights shall be agreed upon and coordinated with the event ET&E Manager.

The DNBL TA reserves the right to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post, or remove any information or materials, in whole or in part, at DNBL TA's sole discretion.

The DNBL TA does not control or endorse the content, messages or information found in any Event sites and, therefore, DNBL TA specifically disclaims any liability with regard to the Event sites and any actions resulting from member participation in a DNBL event. Event Submissions uploaded to the Event sites may be subject to posted limitations on usage, reproduction and/or dissemination; members are responsible for adhering to such limitations if they download the materials.

The relationship between NCIA and the DNBL members is that of independent entities. Nothing shall be deemed to create any agency relationship between NCIA and the member organisations. NATO C3 Agency and the DNBL members do not, and shall not, represent each other on any matter.

NCIA and the DNBL members maintain exclusive control of their personnel, resources and operations, respectively; none of them are authorized to commit the others to any obligations.

10.3 Applicable Law

The MToU shall be governed, interpreted and construed in accordance with the laws of the Kingdom of Belgium.