



V29/05/2019

Terms and Conditions for the Utilisation of Data under ESA's Third Party Missions scheme

between the
EUROPEAN SPACE AGENCY

and
the Principal Investigator

Project ID:

Issued on:

As the duly empowered representative of, I hereby declare to have read and approved this document "Terms and Conditions for the utilisation of ESA's EO Third Party Missions data" and unconditionally accept that any activity related to the Project disclosed above shall be governed by the herein contained provisions.

Name:

Office held:

Date:

Signature:

General Conditions for the Utilisation of ESA's EO Third Party Missions data

I. Definitions

- *ESA / the Agency* means the European Space Agency.
- *The PI* (Principal Investigator) means the duly empowered representative of the entity having registered for the use of data within his/her project and accepted the Terms and Conditions.
- *TPM* (Third Party Mission) means a satellite mission operated by any legal body, governmental or non-governmental entity other than ESA, and for whose data ESA has been granted a right of distribution to selected users.
- *TPMO* (Third Part Mission Owner) means the operator of the respective TPM. Should data ownership be with a different person or legal entity than the operator of the respective TPM, TPMP shall mean this person or legal entity wherever appropriate.
- *TPM Data* means data originated by the Third Party Mission satellites and owned by the respective TPMP. The TPM Data can be split into two major groups:
 - the *free data* without any technical or financial constraints attached (e.g. with free and open data policy);
 - the *restricted data* for which access priorities are managed differently due to technical and/or financial constraints.
- *Value Added Product / Derivative Product* means any product developed by the PI and/or the Agency derived from TPM Data by any method which irreversibly modifies the TPM Data, representing an intellectual or artistic creation of the mind.
- *Project* means the proposed and ESA-accepted use of TPM Data by the PI.

A. Data Supply

- A.1. ESA provides access to the agreed amount and type of TPM Data to the PI through the most suitable interface.
- A.2. ESA, while duly considering the interests of the PI, reserves the right to review, modify, suspend or terminate access to the TPM Data at any time during the Project in the event that
- a) Funding of TPM or associated processing facilities operations cannot be sustained
 - b) Satellite or related ground system failure occurs
 - c) Planned activities of related ESA or TPMP systems are suspended or cancelled in order to carry out special activities that ESA or TPMP consider of high priority
 - d) Status check of the respective satellite(s) or performance evaluation is needed.

TPMP may modify their mission operation plan(s) at any time, should they consider such corrective action necessary for ensuring mission success.

- A.3. The PI accepts to modify, suspend or terminate the utilization of ESA TPM Data for the Project when so requested by ESA. The PI shall have no right whatsoever to claim for compensation or damage as a consequence of ESA's decision to terminate or suspend the delivery of TPM Data.

- A.4. Neither ESA nor TPMO guarantees the suitability of TPM Data for the purpose of the Project and shall not be held liable for any damage derived from the use of such TPM Data by the PI or any third party.
- A.5. ESA has the right to provide any report or other documentation regarding TPM Data to the TPMO. Only upon explicit request by the PI, ESA can guarantee the confidentiality of communications, reports and other documentation submitted by the PI, to the extent mutually agreed between ESA and the PI.

B. General conditions of data utilisation

- B.1. The PI is required to accept these Terms and Conditions before being able to receive TPM Data.
- For *free data*, the registration and acceptance of these Terms and Conditions will authorise full access to the requested data.
 - For the *restricted data*, the PI is required first to submit a *project proposal*, which shall be reviewed by ESA with regards to scientific relevance and required data volume. ESA notifies the PI of the acceptance of the proposal, assigning a maximum quota.. Access to data is then granted upon acceptance of these Terms and Conditions.
- B.2. The PI acknowledges and takes account of scheduling and processing constraints both at satellite and ground segment levels.
- B.3. The PI understands that acceptance of these Terms and Conditions includes general acceptance of the related TPMO data policy as referred to in the “Living Annex” attached hereto.
- B.4. The PI assumes full responsibility for the approved utilisation of TPM Data, including utilisation with co-investigators. The PI provides ESA with a detailed list of all co-investigators.
- B.5. The PI is authorised to undertake duplication of TPM Data as necessary for the performance of the Project for its internal use, without any charges to ESA or to the TPMO.
- B.6. The PI undertakes that the TPM Data supplied shall not be copied, transferred or otherwise be made available to third parties without the written consent of the TPMO through ESA.
- B.7. The PI and all authorised co-investigators together shall, at any time, observe the following conditions of use:
- a) Use all TPM Data received exclusively for purposes of the Project;
 - b) Indemnify ESA and/or TPMO for the full amount of any loss, expense, cost or liability (other than arising from any act, omission or direction of ESA or TPMO) resulting from any utilisation of data, for which ESA and/or TPMO might be held responsible for any reason whatsoever;
 - c) Not assign any rights, obligations or interests herein without the prior written approval by TPMO through ESA.
- B.8. In the cases described under A.2, the PI has no right whatsoever to claim for compensation or damage as a consequence of the decision of ESA or TPMO.
- B.9. The PI waives any claim against ESA or TPMO in the event of any damage directly or indirectly arising from malfunction or interruption in the TPM Data access process for any reason whatsoever.
- B.10. Costs of equipment to access, receive or read TPM Data or any other costs associated with the execution of the Project will be borne and / or secured by the PI.
- B.11. The PI informs ESA in case of problems with TPM Data access or data quality.
- B.12. The PI shall publish results of the Project in publications of international renown and present results at dedicated workshops, preferably if organised by ESA. For a period of six months after Project completion, the PI has the exclusive right to publish the results; thereafter, this right will be

shared with ESA and TPMO unless the PI can demonstrate a character of confidentiality¹ of the results.

- B.13. Any publication whatsoever resulting from work carried out using TPM Data shall contain the following sentence: "Data provided by the European Space Agency". The PI provides ESA with a free copy of any publication. ESA shall at any time have a royalty free right of publication and dissemination of these publications, unless the PI claims a character of confidentiality¹ of his own results and to the extent that such reproduction and dissemination do not conflict with the rights of third parties.

C. Intellectual Property Rights

- C.1. The PI acknowledges the ownership by TPMO of all TPM Data.
- C.2. The PI clearly marks all TPM Data, irrespective of the form in which they are produced, as follows: © TPMO (year of reception).
- C.3. To the maximum extent possible, the PI guarantees to respect of TPMO's intellectual property rights and reports any evidence of unlawful use, including such of third parties, immediately to ESA in writing.
- C.4. The TPMO's ownership and intellectual property rights over the TPM Data shall not prevent:
- i. the Agency and / or the PI from creating Value Added Products;
 - ii. the Agency and / or the PI from owning intellectual property rights over the method/s to obtain the Value Added Products and the Value Added Products themselves.

¹ The term «confidentiality» does not refer to classified information terminology.

Living Annex: Instruments, Missions and special conditions

This Annex to the “Terms and Conditions” document contains an exhaustive list of TPMs and instruments, as well as any additional or diverging utilisation rules as stipulated by a respective TPMO.

By character, this “Living Annex” is subject to change and will be updated upon entry of new instruments or missions or to diverging TPMO data policy.

1. Terms and Conditions FULLY applicable

Aqua/Terra	Instruments:
<i>TPMO: NASA</i>	MODIS

ALOS	Instruments:
<i>TPMO: JAXA (JAXA and METI for PALSAR)</i>	
	AVNIR-2 (Advanced visible and near-infrared Radiometer type-2)
	PRISM (Panchromatic Remote Sensing Instrument for Stereo Mapping)
	PALSAR (Phased Array type L-band Synthetic Aperture Radar)

Deimos-1 and Deimos-2	Instruments:
<i>TPMO: Deimos Imaging</i>	Deimos-1: Slim-6 Deimos-2: HiRAIS

DMC-UK1	Instruments:
<i>TPMO: DMCII</i>	SLIM-6

IRS-P3	Instruments:
<i>TPMO: ISRO</i>	MOS (Modular Optoelectronic Scanner)

IRS-P6	Instruments:
<i>TPMO: ISRO</i>	LISS-IV (Linear Imaging Self-Scanning Sensor-4)
	LISS-III (Linear Imaging Self-Scanning Sensor-3)
	AWiFS (Advanced Wide Field Sensor)

GRACE	Instruments:
<i>TPMO: NASA, DLR</i>	
	SIS (Science Instrument System)
	KBR (K/Ka-Band Ranging) instrument assembly
	LRR (Laser Retro-Reflector)
	BlackJack (GPS Flight Receiver)
	SCA (Star Camera Assembly)
	SuperSTAR (Super Space Three-axis Accelerometer for Research mission)

KOMPSAT-1	Instruments:
<i>TPMO: KARI</i>	
	EOC (Electro-Optical Camera)

LANDSAT1-8	Instruments:
<i>TPMO: USGS</i>	
	MSS (Multispectral Scanner) special collection
	TM (Thematic Mapper)
	ETM (Enhanced Thematic Mapper)
	OLI (Operational Land Imager)
	TIRS (Thermal Infrared Sensor)

MOS1/1B	Instruments:
<i>TPMO: JAXA</i>	
	MESSR (Multispectral Electronic Self Scanning Radiometer)

NOAA series	Instruments:
<i>TPMO: NOAA</i>	
	AVHRR (Advanced Very High Resolution Radiometer)

Nimbus-7	Instruments:
<i>TPMO: NASA</i>	
	CZCS (Coastal Zone Color Scanner)

Oceansat-2	Instruments:
<i>TPMO: ISRO</i>	
	OCM-2

ODIN	Instruments:
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<i>TPMO: SNSB, CNES, CSA, TEKES</i>	
	SMR (Submillimeterwave Radiometer) OSIRIS (Optical Spectrograph and Infrared Imaging System)

QuikSCAT	Instruments:
<i>TPMO: NASA/JPL</i>	
	SeaWinds/NSCAT-II

RapidEye	Instruments:
<i>TPMO: RapidEye AG</i>	
	REIS (RapidEye Earth Imaging System)

SeaSat	Instruments:
<i>TPMO: NASA</i>	
	L-band SAR

Urban Atlas data coverage with WorldView-2 data	Instruments:
<i>TPMO: European Space Imaging</i>	WorldView-2

2. Terms and Conditions applicable with AMENDMENTS

Cartosat-1	Instruments: all
<i>TPMO: Antrix corporation ltd</i>	
Amendment to B.4	In case of a co-investigator from the following countries, the PI is responsible for providing ESA with the co-investigator's full name, the name and address of its organisation and the intended use of the data, to obtain clearance before making any TPM data available: Afghanistan, Belarus, Central African Republic, China, Congo, Cuba, Cyprus, Eritrea, Fiji, Haiti, Iran, Iraq, Ivory Coast, Lebanon, Liberia, Lybia, Moldova, Myanmar, North Korea, Russia, Sierra Leone, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Ukraine, Venezuela, Yemen, Zimbabwe.

Amendment to C.2	The PI clearly marks any product, including Digital Elevation Models, generated by the PI or on behalf of the PI by modifying or altering the TPM Data, irrespective of the form in which it is produced, as follows: “includes material © Antrix, distributed by GAF AG” in case of space-based IRS remote sensing satellite images; or “includes material © GAF AG. Includes material © Antrix, distributed by GAF AG” in case of products created by GAF from space-based IRS remote sensing satellite images (e.g. mosaics, Digital Elevation Models).
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CosmoSky-Med	Instruments:
TPMO: e-GEOS	SAR-2000
<i>Amendment</i>	
Amendment to A.2	PI and its co-investigators accept that the Access to COSMO-SkyMed data is subject to the Italian governmental restrictions or limitations, defining the constraints in terms of products, geographical area or specific customers.
Amendment to C.1	COSMO-SkyMed data are property of the Government of the Italian Republic. According to Art. 2 of the Ministerial decree n. 32 dated 1 December 2006, the Italian Space Agency (“ASI”) is the holder of the intellectual property rights in the COSMO-SkyMed data obtained in the framework of its programming of the Cosmo-SkyMed satellites, and therefore in the COSMO-SkyMed Products. COSMO-SkyMed Products are protected by the Italian and International copyright laws, and also the raw data, acquired by the satellite or stored in the archives, are protected by the laws governing the protection of databases, according to the EU directive 96/9 dated 11 March 1996 and to D. lgs. May, 6 1999, n. 169.
Amendment to C.2	All Standard Products, High Level Products and Protected Product/s shall display the following copyright credits: “COSMO-SkyMed satellite image © ASI (year of acquisition), provided by e-GEOS under ESA’s TPM scheme”. All Derivative Works shall display the following copyright credits: “Produced using COSMO-SkyMed satellite image © ASI (year of acquisition), provided by e-GEOS under ESA’s TPM scheme”. Copyright credits for Internet publication of Protected Product/s (maximum size 1000 x 1000 pixel): “Includes material from COSMO-SkyMed satellite image © ASI (year of acquisition), provided by e-GEOS, all rights reserved.” Protected Product/s: Product/s generated from Standard or High Level Product/s in which the initial characteristics of the original Product/s are still identifiable in whole or in part. Copies of Protected Product/s and/or part of them in whatever form are Protected Product/s. A few not exhaustive examples are: fused imagery Product/s, orthorectified Product/s, enhanced image Product/s including any histogram manipulation, analogue Product/s (hardcopy/printed), displaying map-based Product/s. Derivative Product/s: A product generated from Standard or High Level or Protected Product/s by any method which significantly and irreversibly modifies the original Product/s so that the initial characteristics of the original Product/s are no longer identifiable either in whole or in part.

GeoEye-1	Instruments:
<i>TPMO: European Space Imaging</i>	
<i>Amendment B.14</i>	A new paragraph B.14 is added: Products must not be supplied by the user to any persons listed at http://www.bis.doc.gov/dpl/default.shtm and

	http://www.treas.gov/offices/enforcement/ofac/sdn/ or any individual or entity in the following embargoed countries http://www.treas.gov/offices/enforcement/ofac/programs/ . Products may only be used for non-commercial use; commercial use of the Products being explicitly excluded.
C.2	Paragraph C.2 is complemented as follows: All IKONOS, WorldView-1/-2/-3, GeoEye-1 and Quickbird Products shall be marked as follows: "© DigitalGlobe, Inc. (year of acquisition), provided by European Space Imaging"

GOSAT	Instruments:
<i>TPMO: JAXA, NIES</i>	TANSO-FTS (Thermal And Near infrared Sensor for carbon Observation - Fourier Transform Spectrometer). TANSO-CAI (Thermal And Near infrared Sensor for carbon Observation - Cloud and Aerosol Imager)
Amendment	
	By accepting these Terms and Conditions, the applicable GOSAT data policy is accepted.

IKONOS	Instruments:
<i>TPMO: European Space Imaging</i>	
<i>Amendment B.14</i>	A new paragraph B.14 is added: Products must not be supplied by the user to any persons listed at http://www.bis.doc.gov/dpl/default.shtm and http://www.treas.gov/offices/enforcement/ofac/sdn/ or any individual or entity in the following embargoed countries http://www.treas.gov/offices/enforcement/ofac/programs/ . Products may only be used for non-commercial use; commercial use of the Products being explicitly excluded.
C.2	Paragraph C.2 is complemented as follows: All IKONOS, WorldView-1/-2/-3, GeoEye-1 and Quickbird Products shall be marked as follows: "© DigitalGlobe, Inc. (year of acquisition), provided by European Space Imaging"

IKONOS-2	Instruments:
<i>TPMO: European Space Imaging</i>	
	OSA (Optical Sensor Assembly)
<i>Amendment</i>	The PI accepts and agrees to the terms of this Agreement by doing

	<p>any one of the following: (a) installing or manipulating the Ikonos Product on any computer hardware; (b) damaging or destroying the Ikonos Product; (c) retaining the Ikonos Product for more than 15 days following receipt thereof.</p> <p>Under this license, the PI may do the following:</p> <ol style="list-style-type: none"> a. Distribute works derived from the IKONOS Product (“Derived Works”). Derived Works that contain the source image data (pixels) or reasonable facsimile of the source image data, inherit the copyright and license restrictions of the source data. Other Derived Works (vector extraction, classification, etc...) have no restrictions on use and distribution. Reduced resolution data sets (RRDS) with ratios of 16:1 or higher shall have no restrictions on use and distribution, but shall contain the copyright markings. b. Make the Ikonos Product available to its consultants, agents and subcontractors for purposes otherwise consistent with the Permitted Use and subject to the restrictions herein, and without the right to transfer, modify, copy or sublicense. c. Post the Ikonos Product and Derived Works, with copyright markings, in a non-downloadable fashion, on an Internet site with the following credit conspicuously displayed, “Includes material © European Space Imaging GmbH”. <p>The PI agrees that any embodiment of the Ikonos Products permitted under this Agreement will contain a notice similar to the following: “Includes material © 2003, European Space Imaging GmbH, all rights reserved.”</p> <p>This Agreement shall be governed by the internal laws of Germany for Ikonos products. The Ikonos data can not be provided to any of the following persons or organisations provided by the following semi annually updated lists:</p> <p>NOAA License Compliance Lists of entities with which transactions involving IKONOS imagery are prohibited U.S. Treasury SDN & Blocked Persons: http://www.ustreas.gov/offices/enforcement/ofac/sdn/index.shtml U.S. Treasury Terrorist Organizations: http://www.ustreas.gov/offices/enforcement/ofac/programs/index.shtml U.S. Treasury Narcotics Drug Traffickers List http://www.ustreas.gov/offices/enforcement/ofac/programs/narco/drugs.pdf U.S. Commerce Denied Persons List: http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm U.S. Commerce Entities: http://www.bis.doc.gov/Entities/Default.htm U.S. State Debarred Parties: http://pmdtcc.state.gov/country.htm</p> <p>DENIED PARTIES: http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm</p> <p>DENIED COUNTRIES: http://www.treas.gov/offices/enforcement/ofac/sdn/</p>
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IMAGE2006 dataset	Instruments:
<i>TPMO: CNES + Euromap, Space Imaging and ANTRIX Corporation Ltd</i>	SPOT-4 HRVIR (High-Resolution Visible and Infrared sensor) Spot 5 HRG (High Resolution Geometric) IRS-P6 LISS-III (Linear Imaging Self-Scanning Sensor-3)

Amendment	<p>The SPOT satellite imagery data contained in the SPOT PRODUCT and SPOT ORTHORECTIFIED PRODUCT are the property of Centre National d'Etudes Spatiales (CNES), France.</p> <p>The IRS satellite imagery data contained in the IRS PRODUCT and ORTHORECTIFIED PRODUCT are the property of Euromap, Space Imaging and Antrix Corporation Limited.</p> <p>The SPOT PRODUCT and the IRS PRODUCT are protected by French and international copyright laws. In addition, the SPOT PRODUCT, the IRS PRODUCT and the satellite imagery data contained therein are protected by articles L 341-1 to 343-4 of the French Code of Intellectual Property Law as amended by the statute of 1 July 1998, relative to database copyright and to similar statutes in European countries that have incorporated EU Directive n° 96/9 of 11 March 1996 on database copyright into their laws.</p> <p>For Spot 5 level 1A SATELLITE image products resampled in the course of IMAGE2006 at 20 meters of resolution comes with the following disclaimer to CATEGORY-1 users:</p> <p>“This product is a Spot 5 level 1A SATELLITE image product resampled at 20 meters of resolution. It is not a standard product of Spot Image. This product has been altered by processing out of Spot Image’s control. Spot Image does not warrant the compliance of that product with the standard Spot Image’s specifications.”</p> <p>For any use of the SPOT ORTHORECTIFIED PRODUCTS the following credits shall be used: <i>“includes material © CNES (year of production), Distribution Spot Image S.A., France, all rights reserved; is produced by DLR/Metria from SPOT products provided under an ESA contract for FTS LM IMAGE2006”</i></p> <p>For any use of the IRS ORTHORECTIFIED PRODUCTS the following credits shall be used <i>“includes material © ANTRIX Corporation Limited_____ (year of reception), Distribution by Euromap GmbH, Germany, all rights reserved; is produced by DLR/Metria from IRS products provided under ESA contract for FTS LM IMAGE2006”</i>.</p>
	<p>TPMO disclaims all other warranties not expressly provided for TPM data above.</p> <p>In no event shall TPMO or ESA, nor anybody having contributed to development and/or production and/or delivery of the TPM data, be liable for any claim, damage or loss incurred by the PI, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use the TPM data, and shall not be subject to legal action in this respect.</p> <p>The financial cumulative liability of TPMO and/or ESA and of anybody having contributed to developing and/or production and/or delivery of the PRODUCT is limited to making available of the TPM data, and shall not in any case exceed 1.000 (one thousand) euros.</p>
	<p>For the data provided under the SPOT-4 Agreement, these ESA Terms and Conditions, including the present Living Annex, shall be governed by French law.</p>
Amendment for B.11	<p>The PI waives any claim against ESA and/or TPMO in the event of any damage directly or indirectly arising from use as well as from any malfunction or interruption in the transmission of data for any reason whatsoever.</p>

IRS-1C, IRS-1D	Instruments: all
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TPMO: Antrix corporation ltd	
Amendment to B.4	In case of a co-investigator from the following countries, the PI is responsible for providing ESA with the co-investigator's full name, the name and address of its organisation and the intended use of the data, to obtain clearance before making any TPM data available: Afghanistan, Belarus, Central African Republic, China, Congo, Cuba, Cyprus, Eritrea, Fiji, Haiti, Iran, Iraq, Ivory Coast, Lebanon, Liberia, Lybia, Moldova, Myanmar, North Korea, Russia, Sierra Leone, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Ukraine, Venezuela, Yemen, Zimbabwe.
Amendment to C.2	The PI clearly marks any product, including Digital Elevation Models, generated by the PI or on behalf of the PI by modifying or altering the TPM Data, irrespective of the form in which it is produced, as follows: "includes material © Antrix, distributed by GAF AG" in case of space-based IRS remote sensing satellite images; or "includes material © GAF AG. Includes material © Antrix, distributed by GAF AG" in case of products created by GAF from space-based IRS remote sensing satellite images (e.g. mosaics, Digital Elevation Models).

JERS-1	Instruments:
TPMO: JAXA	SAR (Synthetic Aperture Radar)
	OPS (Optical Sensors)
Amendment to C.2	Any publication of results obtained from the use of ESA JERS-1 data shall be accompanied by an appropriate credit to JAXA / METI (Japanese Ministry of Economy, Trade and Industry). The PI clearly marks all TPM data and analysed information, irrespective of the form in which it is produced, as follows: "© JAXA (year of acquisition)".

KOMPSAT-2	Instruments:
TPMO: KARI	
	MSC (Multi-Spectral Camera)
Amendment	
	The TPM are property of Korea Aerospace Research Institute (KARI), Korea. The TPM data is protected by Republic of Korea and international copyright laws.

	<p>In no event shall TPMO or ESA, nor anybody having contributed to development and/or production and/or delivery of the TPM data, be liable for any claim, damage or loss incurred by the PI, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use the TPM data, and shall not be subject to legal action in this respect.</p> <p>The financial cumulative liability of TPMO and/or ESA and of anybody having contributed to developing and/or production and/or delivery of the PRODUCT is limited to making available of the TPM data, and shall not in any case exceed 1,000 (one thousand) euros.</p>
<i>Amendment for B.11</i>	<p>The PI waives any claim against ESA and/or TPMO in the event of any damage directly or indirectly arising from use as well as from any malfunction or interruption in the transmission of data for any reason whatsoever.</p>

OrbVIEW-2/SEASTAR	Instrument / data type:
<i>TPMO: GeoEye</i>	
	SeaWiFS
<i>Amendment</i>	Additional Terms& Conditions Regulations of Orbimage/GeoEye apply (as signed by PI before access to data)

PROBA	Instruments:
<i>TPMO: Surrey Satellite Technology Ltd</i>	
	CHRIS (Compact High Resolution Imaging Spectrometer)
<i>Amendment</i>	This provision replaces B.13 for all papers, press releases, scientific publications and other publicity material resulting from work using CHRIS: data shall state "Data have been provided by the European Space Agency, using the ESA PROBA platform and the Surrey Satellite Technology Ltd CHRIS instrument".

PROBA-V	Instruments: VGT										
<i>TPMO: BELSPO</i>											
	<p>Definitions :</p> <p>TPM data :</p> <table border="1"> <thead> <tr> <th>Product</th> <th>Ownership</th> </tr> </thead> <tbody> <tr> <td>P TOA raw res (1)</td> <td>ESA</td> </tr> <tr> <td>S1 TOA 1/3km (1)</td> <td>TMPO</td> </tr> <tr> <td>S1 TOC 1/3km (1)</td> <td>TMPO</td> </tr> <tr> <td>S10 TOC 1/3km (1)</td> <td>TMPO</td> </tr> </tbody> </table> <p>TOA = Top of Atmosphere TOC = Top of Canopy raw res = raw resolution</p> <p>(1) : Age of the product < 1 month. No customisations. Delivered on a best effort basis.</p> <p>All of these products belong to the Restricted dataset.</p>	Product	Ownership	P TOA raw res (1)	ESA	S1 TOA 1/3km (1)	TMPO	S1 TOC 1/3km (1)	TMPO	S10 TOC 1/3km (1)	TMPO
Product	Ownership										
P TOA raw res (1)	ESA										
S1 TOA 1/3km (1)	TMPO										
S1 TOC 1/3km (1)	TMPO										
S10 TOC 1/3km (1)	TMPO										
	<p>Ownership in the above table means retain title to, ownership of the product and all subsequent copies thereof, regardless of the media, originating from his User Ground Segment. Existence and extent of TPMO ownership and Intellectual Property Rights shall be governed by Belgian law.</p> <p>The copyright of the TPM data is with the respective owner, as defined in the table in the Definitions chapter of these amendments.</p>										
	In no event shall TPMO or ESA, nor anybody having contributed to development and/or production and/or delivery of the TPM data, be liable for any claim, damage or loss incurred by the PI or other contributors to his scientific project, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use the TPM data, and shall not be subject to legal action in this respect.										
	Article A.1. is replaced by : 'VITO N.V. provides the TPM data to the PI '										
	Article B.3. : The TMPO data policy can be found on http://proba-v.vgt.vito.be/										
	Article C1 : Ownership is according to the table in the Definitions chapter of these amendments.										
	Article C2 : The PI clearly marks all TPM data and analysed information, irrespective of the form in which it is produced), as follows: © BELSPO (year of acquisition). In case of P product, citation shall be © ESA (year of acquisition).										

QuickBird	Instruments:
<i>TPMO: European Space Imaging</i>	
<i>Amendment B.14</i>	<p>A new paragraph B.14 is added:</p> <p>Products must not be supplied by the user to any persons listed at http://www.bis.doc.gov/dpl/default.shtm and http://www.treas.gov/offices/enforcement/ofac/sdn/</p> <p>or any individual or entity in the following embargoed countries http://www.treas.gov/offices/enforcement/ofac/programs/.</p> <p>Products may only be used for non-commercial use; commercial use of the</p>

	Products being explicitly excluded.
C.2	Paragraph C.2 is complemented as follows: All IKONOS, WorldView-1/-2/-3, GeoEye-1 and Quickbird Products shall be marked as follows: “© DigitalGlobe, Inc. (year of acquisition), provided by European Space Imaging”

Radarsat-2	Instruments:
<i>TPMO: MDA GSI</i>	
	Synthetic Aperture Radar (SAR)
<i>Amendment</i>	<p>This Terms and Conditions are governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the courts of the Province of British Columbia will have non-exclusive jurisdiction to hear matters arising under this Terms and Conditions.</p> <p>For further clarification, Value Added Product/Derivative Product does not retain any pixels of the original TPM Data and does not contain or retain phase information.</p> <p>Amendment to A.2. by addition of</p> <p>e. Access to RADARSAT-2 data and products are restricted by Canadian legislation.</p> <p>Amendment to B.1.:</p> <p>The TPMO reserves the right to reject a PI's order when access to RADARSAT-2 data and products is not authorized by the Canadian legislation</p> <p>Amendment to B.6.:</p> <p>The PI and co-investigators agree and understand that they are allowed to:</p> <p>a. store, post or process the data product and/or product in a system that is not accessible by the public through the use of sufficient information assurance measures;</p> <p>b. provide any SLC data generated from RADARSAT-2 Spotlight beam mode via a physical delivery protocol or an electronic delivery protocol where the SLC data are encrypted using an encryption software certified by NIST;</p> <p>c. excluding RADARSAT-2 SLC data - release hardcopy prints of the RADARSAT product, publish the product in research reports, journals, trade papers or similar publications, and post the RADARSAT product, to Internet web sites provided that such RADARSAT product is in a secure format that allows only printing and viewing and prohibits manipulating the product's pixel or metadata; all providing that such release, publishing or posting is solely for non-commercial uses and that the Copyright notice is conspicuously displayed alongside the RADARSAT product; and</p> <p>d. subject to the provisions set out below - develop, reproduce and distribute any Value Added Product generated from the data</p>

	<p>investigator agree and understand that they are NOT allowed to:</p> <ul style="list-style-type: none"> e. reverse engineer, disassemble, decompile or adapt the RADARSAT product; f. further process, or permit any third party to further process RADARSAT-2 SLC data to generate any product with (a) an impulse response resolution in either range or azimuth finer than (i) 2.0 metres for single- or dual-polarization modes, (ii) 6.0 metres for quad-polarization beam modes, where resolution is measured horizontally in the ground plane; g. further process, or permit any third party to further process RADARSAT-2 Spotlight beam mode to generate any product with an impulse response resolution finer than 2.0 metres in range and 0.74 meters in azimuth, where resolution is measured horizontally in the ground plane; and h. use, or permit any third party to generate a Value Added Product using interferometric processing techniques from at least one scene of RADARSAT-2 SLC data where the interval of collection is less than 24 days. Such Value Added Products include interferograms, coherent change detection products, or interferometric digital elevation models. <p>Amendment to C.1.: RADARSAT-1 satellite data contained in RADARSAT product are the property of Canadian Space Agency.</p> <p>RADARSAT-2 satellite data contained in RADARSAT product are property of MacDonald, Dettwiler and Associates Ltd.</p> <p>Amendment to C.2.: For RADARSAT-2 products: “RADARSAT-2 Data and Products @ MacDonald, Dettwiler and Associates Ltd.(year of acquisition—All Rights Reserved)” and “RADARSAT is an official mark of the Canadian Space Agency”</p> <p>For RADARSAT-1 products: “RADARSAT Data @ Canadian Space Agency/Agence Spatiale Canadienne (year of acquisition)—All Rights Reserved.”</p>
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Resourcesat-1 and -2	Instruments: all
<i>TPMO: Antrix corporation ltd</i>	
Amendment to B.4	<p>In case of a co-investigator from the following countries, the PI is responsible for providing ESA with the co-investigator’s full name, the name and address of its organisation and the intended use of the data, to obtain clearance before making any TPM data available:</p> <p>Afghanistan, Belarus, Central African Republic, China, Congo, Cuba, Cyprus, Eritrea, Fiji, Haiti, Iran, Iraq, Ivory Coast, Lebanon, Liberia, Lybia, Moldova, Myanmar, North Korea, Russia, Sierra Leone, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Ukraine, Venezuela, Yemen, Zimbabwe.</p>
Amendment to C.2	

	The PI clearly marks any product, including Digital Elevation Models, generated by the PI or on behalf of the PI by modifying or altering the TPM Data, irrespective of the form in which it is produced, as follows: “includes material © Antrix, distributed by GAF AG” in case of space-based IRS remote sensing satellite images; or “includes material © GAF AG. Includes material © Antrix, distributed by GAF AG” in case of products created by GAF from space-based IRS remote sensing satellite images (e.g. mosaics, Digital Elevation Models).
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SPOT ESA collection	Instruments:
<i>TPMO: CNES</i>	
SPOT 1-3	HRV (High Resolution Visible)
SPOT 4	HRVIR (High-Resolution Visible and Infrared sensor)
SPOT 5	HRG (High Resolution Geometric)
<i>Amendment</i>	
	The SPOT satellite imagery data contained in the TPM data are the property of Centre National d’Etudes Spatiales (CNES), France. The TPM data is protected by French and international copyright laws. The TPM data is protected by articles L 341-1 to 343-4 of the French Code of Intellectual Property Law as amended by the statute of 1 July 1998, relative to database copyright and to similar statutes in European countries that have incorporated EU Directive n° 96/9 of 11 March 1996 on database copyright into their laws.
	In case the medium on which the TPM data is supplied by ESA or TPMO to the PI is deficient, as demonstrated by the PI and accepted by TPMO, TPMO shall replace said medium. Any such claim for replacement shall be notified to TPMO within seven (7) days after delivery of the TPM data to the PI. TPMO disclaims all other warranties not expressly provided for TPM data above. In no event shall TPMO or ESA, nor anybody having contributed to development and/or production and/or delivery of the TPM data, be liable for any claim, damage or loss incurred by the PI, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use the TPM data, and shall not be subject to legal action in this respect. The financial cumulative liability of TPMO and ESA and of anybody having contributed to developing and/or production and/or delivery of the PRODUCT is limited to making available of the TPM data, and shall not in any case exceed 1.000 (one thousand) euros.
	For the data provided under the SPOT Agreement, these ESA Terms and Conditions, including the present Living Annex, shall be governed by the French law.
<i>Amendment for B.11</i>	The PI waives any claim against ESA and/or TPMO in the event of any damage directly or indirectly arising from use as well as from any malfunction or interruption in the transmission of data for any reason whatsoever.

SPOT/ Pleiades	Instrument / data type:
<i>TPMO: Airbus DS/Spot Image</i>	
A. 2e)	The following is added to A.2:
	e) CNES decides to end the commercial operation of the SPOT 1-5 Satellites with the TPMO.
B.14	<p>The following paragraph is added to section B:</p> <p>The TPM data is protected by articles L 341-1 to 343-4 of the French Code of Intellectual Property Law as amended by the statute of 1 July 1998, relative to database copyright and to similar statutes in European countries that have incorporated EU Directive n° 96/9 of 11 March 1996 on database copyright into their laws.</p> <p>The Cat-1 PI acknowledges the right of the TPMO and CNES to protection against unauthorized extraction or reuse of data which constitute the SPOT 1-7 or/ PLEIADES Product or of a substantial part of any SPOT 1-7 or PLEIADES Product, where said SPOT 1-7 or PLEIADES product is a data base within the meaning of articles L. 341-1 to L. 343-4 of the French Intellectual Property Code, as amended by the statute of 1 July 1998.</p>
C.6	<p>The following paragraph C.6 is added to section C:</p> <p>The SPOT 1-5 and PLEIADES satellite imagery data contained in the TPM data are the property of Centre National d'Etudes Spatiales (CNES), France.</p> <p>The SPOT 6-7 satellite imagery data contained in the TPM data are the property of AIRBUS DS The TPM data is protected by French and international copyright laws.</p> <p>The origin of the Product shall be conspicuously displayed in all publication using the SPOT 1-7 or PLEIADES data and/or all media/document reproducing results obtained from the SPOT 1-7 or PLEIADES data. In that respect, the following credit shall be written in full :</p> <ol style="list-style-type: none"> a. "© CNES (year of acquisition) distribution Airbus DS for SPOT 1 to 5 satellites imagery data and PLEIADES satellite imagery data, and, b. "© Airbus DS (year of acquisition)," for SPOT 6 and 7 satellites imagery data; <p>In addition, any SPOT or PLEIADES product containing SPOT satellite imagery data or PLEIADE satellite imagery data shall be associated with the following credit conspicuously displayed:</p> <ol style="list-style-type: none"> a. "includes material © CNES (year of acquisition), Distribution Airbus DS" for SPOT 1 to 5 satellites imagery data and Pleiades satellite imagery data, and, b. "Includes material © Airbus DS _(year of production)," for SPOT 6 and 7 satellites imagery data.

D

The following section D is added:

D. APPLICABLE LAW

For the use of data provided under the present licence shall be governed by the French law.

TerraSar-X	Instruments:
<i>TPMO: Airbus Defense and Space GmbH</i>	
B.14	<p>The following paragraph is added to section B: The dissemination of the TerraSar-X data and products is subject to the German Satellite Data Security Act (SatDSIG).</p>
C.6	<p>The following paragraph is added to section C: The dissemination of the TerraSar-X data and products is subject to the German Satellite Data Security Act (SatDSIG).</p> <p>The following paragraph C.6 is added to section C: The TerraSAR-X satellite imagery data contained in the TPM data are the property of DLR.</p> <p>The origin of the Product shall be conspicuously displayed in all publication using the TerraSAR-X data. In that respect, the following credit shall be written in full: “© DLR (year of acquisition), distribution Airbus Defense and Space GmbH, all rights reserved” for TerraSAR-X data satellites</p>
Tropforest dataset (including ALOS, Kompsat-2 and Deimos data)	Instruments:
<i>TPMO: ESA, KARI, Deimos Amendment</i>	<p>The Tropforest dataset is composed of ALOS data, Kompsat-2 data and Deimos data.</p> <p>ESA owns the orthorectified ALOS data, which shall be marked “© ESA, contains ALOS data”.</p> <p>Kompsat-2 data contained are governed by the mission specific provisions for Kompsat-2, below.</p> <p>Deimos data is owned by Deimos and shall be marked “© Deimos”</p>
WorldView-1/-2/-3/-4	Instruments:
<i>TPMO: European Space Imaging Amendment</i>	
B.14	<p>A new paragraph B.14 is added: Products must not be supplied by the user to any persons listed at http://www.bis.doc.gov/dpl/default.shtm and http://www.treas.gov/offices/enforcement/ofac/sdn/ or any individual or entity in the following embargoed countries</p>

	<p>http://www.treas.gov/offices/enforcement/ofac/programs/.</p> <p>Products may only be used for non-commercial use; commercial use of the Products being explicitly excluded.</p>
C.2	<p>Paragraph C.2 is complemented as follows:</p> <p>All IKONOS, WorldView-1/-2/-3/-4, GeoEye-1 and Quickbird Products shall be marked as follows: "© DigitalGlobe, Inc. (year of acquisition), provided by European Space Imaging"</p>

