



Terms and Conditions for the Utilisation of Data under ESA's Third Party Missions scheme between the EUROPEAN SPACE AGENCY and the Principal Investigator

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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 accepting these Terms and Conditions and accessing the ESA Earth Observation (EO) Third Party Mission data. Eligible PIs include any research and development (R&D) entity worldwide (e.g. university, research institution) and also R&D and innovation teams of commercial European companies exclusively for non-commercial and non-operational activities. Restrictions may apply to users from certain countries, depending on license conditions and national security legislation in the data provider's country as specified in the "Living Annex" attached hereto.
- *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, TPMO 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 TPMO. 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 is managed differently due to policy, 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.

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 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 TPMO systems are suspended or cancelled in order to carry out special activities that ESA or TPMO consider of high priority

- d) Status check of the respective satellite(s) or performance evaluation is needed.

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

- A.3. Neither ESA nor TPMO guarantees the suitability of TPM Data for the purpose of the PI 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.4. 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 access is granted to 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 data access request, which shall be reviewed by ESA with regards to R&D relevance and required data volume. ESA notifies the PI of the acceptance of the request assigning a maximum data quota. The PI is authorized to use the TPM restricted data only for the ESA approved activity.
- 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 TPM Data utilization, including utilisation with co-investigators. If applicable, the PI shall provide ESA with a detailed list of all co-investigators.
- B.5. The PI is authorised to duplicate and/or move the TPM Data as necessary to perform his/her work, 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) The PI is authorised to use the TPM *restricted data* only for the ESA approved activity;
 - 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. The PI accepts to modify, suspend or terminate the utilization of ESA TPM Data when requested by ESA. The PI shall have no right whatsoever to claim for compensation or damage as a consequence of ESA's or TPMO's decision to terminate or suspend the delivery of TPM Data.
- 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 work 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 the results achieved using TPM data in peer-reviewed journals and/or present results at dedicated workshops, preferably if organised by ESA. For a period of six months after work 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 confidentiality 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.



Living Annex: Instruments, Missions and special conditions

This Annex to the “Terms and Conditions” document contains the list of TPMs with diverging utilisation rules as stipulated by a respective TPMO. It will be updated upon entry of new missions with diverging TPMO data policy. The amendments to the general conditions are specified.

TPMO	Mission	Instruments
NOAA	NOAA series	AVHRR
Amendment to C.2	Any publication of results benefitting from the use of the ESA AVHRR data shall be accompanied by an acknowledgment credit to ESA, NOAA, University of Bern, University of Dundee and Natural Environment Research Council (UK).	

TPMO	Mission	Instruments
Antrix Corporation ltd	IRS-1C/1D, Cartosat-1 (IRS-P5), Resourcesat-1 (IRS-P6) Resourcesat-2 (IRS-R2)	PAN AwiFS LISS-III LISS-IV
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, Angola, Belarus, Burundi, Cambodia, Central African Republic, China, Democratic Republic of the Congo, Republic of the Congo, Cuba, Cyprus, Egypt, Eritrea, Ethiopia, Haiti, Hong Kong, Iran, Iraq, Lebanon, Libya, Macao, Mali, Myanmar, Nicaragua, North Korea, Russia, Rwanda, Saudi Arabia, Somalia, Sudan, Sudan, Southern, Syria, Tanzania, Turkey, Uganda, Ukraine, United Arab Emirates, Venezuela, Yemen, Zambia, 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).	

TPMO	Mission	Instruments
e-GEOS	COSMO-SkyMed	SAR-2000
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 B.8	The R&D and Innovation teams of commercial European companies shall, within 6 (six) months of the end of the Project, destroy all TPM Data in its possession. It is acknowledged that the TPM Data may persist on archival or backup systems for a period of time in accordance with the PI's standard data retention policies but that the TPM Data will not be used following termination.	
Amendment to B.12	The R&D and Innovation teams of commercial European companies shall prepare and send to ASI a short report on the results achieved using the TPM data within 3 (three) months of the end of the Project. The report shall be sent to info.cosmo@e-geos.it.. Sharing of publications and/or presentations, if any, done in dedicated workshops about the R&D activity within 3 (three) months of the end of the Project, can substitute the above-mentioned report.	
Amendment to C.1	<p>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.</p> <p>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.</p>	
Amendment to C.2	<p>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".</p> <p>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.</p> <p>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.</p>	



TPMO	Mission	Instruments
European Space Imaging	GeoEye-1 QuickBird-2 WorldView-1 WorldView-2/-3 WorldView-4	GIS BGIS2000 WV6 WV110 SpaceView-110
Amendment to 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 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.</p>	
Amendment to C.2	<p>Paragraph C.2 is complemented as follows: 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>	

TPMO	Mission	Instruments
JAXA, NIES	GOSAT	TANSO-FTS TANSO-CAI
Amendment	<p>By accepting these Terms and Conditions, the applicable GOSAT data policy is accepted.</p>	



TPMO	Mission	Instrument
European Space Imaging	IKONOS-2	OSA
<i>Amendment</i>	<p>The PI accepts and agrees to the terms of this Agreement by doing 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> <ul 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 cannot 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>	

TPMO	Missions/dataset	Instruments
CNES + GAF AG, Space Imaging and ANTRIX Corporation Ltd	IMAGE2006 dataset: SPOT-4 SPOT-5 IRS-P6	HRVIR HRG LISS-III
<i>Amendment</i>	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.	
<i>Amendment to B.7</i>	<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. 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 to 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.	
<i>Amendment to C.1</i>	<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><i>Amendment to C.2</i></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: “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.” For any use of the SPOT ORTHORECTIFIED PRODUCTS the following credits shall be used: “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” For any use of the IRS ORTHORECTIFIED PRODUCTS the following credits shall be used “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”.</p>
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TPMO	Mission	Instruments
JAXA	JERS-1	SAR OPS
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)”.	

TPMO	Mission	Instrument
KARI	KOMPSAT-2	MSC
<i>Amendment</i>	The TPM are property of Korea Aerospace Research Institute (KARI), Korea. The TPM data is protected by Republic of Korea and international copyright laws.	
<i>Amendment to B.7</i>	In no event shall TPMP 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 TPMP 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.	
<i>Amendment to B.11</i>	The PI waives any claim against ESA and/or TPMP 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.	



TPMO	Mission	Instrument										
BELSPO	PROBA-V	VGT										
	Definitions: TPM data:											
	<table border="1"> <thead> <tr> <th data-bbox="448 539 754 573">Product</th> <th data-bbox="754 539 1061 573">Ownership</th> </tr> </thead> <tbody> <tr> <td data-bbox="448 573 754 607">P TOA raw res (1)</td> <td data-bbox="754 573 1061 607">ESA</td> </tr> <tr> <td data-bbox="448 607 754 640">S1 TOA 1/3km (1)</td> <td data-bbox="754 607 1061 640">TMPO</td> </tr> <tr> <td data-bbox="448 640 754 674">S1 TOC 1/3km (1)</td> <td data-bbox="754 640 1061 674">TMPO</td> </tr> <tr> <td data-bbox="448 674 754 701">S10 TOC 1/3km (1)</td> <td data-bbox="754 674 1061 701">TMPO</td> </tr> </tbody> </table>		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										
	TOA = Top of Atmosphere TOC = Top of Canopy raw res = raw resolution											
	(1) : Age of the product < 1 month. No customisations. Delivered on a best effort basis.											
All of these products belong to the Restricted dataset.												
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. The copyright of the TPM data is with the respective owner, as defined in the table in the Definitions chapter of these amendments.												
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).												



TPMO	Mission	Instrument
MDA Geospatial Services Inc.	Radarsat-1 and Radarsat-2	SAR
Amendment	<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 e. Access to RADARSAT-2 data and products are restricted by Canadian legislation.</p> <p>Amendment to B.1.: The TPMP 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.: The PI and co-investigators agree and understand that they are allowed to:</p> <ol style="list-style-type: none"> 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; 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; 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 d. subject to the provisions set out below - develop, reproduce and distribute any Value Added Product generated from the data product and/or product by PI. 	

	<p>Without limiting the generality of the foregoing, the PI and the co-investigator agree and understand that they are NOT allowed to:</p> <ul style="list-style-type: none"> a. reverse engineer, disassemble, decompile or adapt the RADARSAT product b. 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; c. 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 d. 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 MDA Geospatial Services Inc.</p> <p>Amendment to C.2.:</p> <p>For RADARSAT-2 products: “RADARSAT-2 Data and Products @ MDA Geospatial Services Inc.(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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TPMO	Missions	Instrument / data type
Airbus Defence and Space	All SPOT Pleiades Pleiades Neo	all
A. 2e)	<p>The following is added to A.2:</p> <p>e) CNES decides to end the commercial operation of the SPOT 1-5 Satellites with the TPMO.</p>	
Amendment to 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>	
Amendment to 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> <ul 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> <ul 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	<p>The following section D is added:</p> <p>D. APPLICABLE LAW</p> <p>For the use of data provided under the present licence shall be governed by the French law.</p>
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TPMO	Missions	Instrument / data type
Airbus Defence and Space Limited	Vision-1	all
Amendment to B.2	<p>Addition to B.2 PI and its co-investigators accept that the access to Vision-1 data may be subject to restrictions or limitations, in terms of supplying products relating to a specific geographical area or specific customers. Any applicable restrictions will be identified upon receipt of tasking request. Accordingly, the TPMO reserves the right to reject a PI's order or to request further information regarding the PI and co-investigator prior to processing an order.</p>	
Amendment to B.7	<p>Addition to B.7 In no event shall the TPMO, its licensors, ESA or anybody having contributed to the development and/or production and/or delivery of the Vision-1 satellite imagery data supplied as TPM data, have any liability to the PI for any loss of business, loss of revenue, loss of software or data, loss of profits, loss of contracts, loss of anticipated savings, damage to reputation, loss of use, costs of procurement of substitute services or any indirect, special, incidental, punitive or consequential damages, howsoever caused, whether in contract, tort or under any theory of liability and whether or not the PI has been advised of the possibility of such damage arising out of the use of or inability to use the Vision-1 satellite imagery data supplied as TPM data. Nothing in these terms and conditions shall limit or exclude the TPMO's liability for (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation or (c) any liability which by law it is not permissible to limit or exclude.</p>	
Amendment to B.14	<p>The following paragraph is added to section B as B.14: The PI acknowledges that the TPMO does not warrant that the Vision-1 satellite imagery data supplied as TPM data is free of errors, defects or omissions, and that operation of the TPM data will be error-free or uninterrupted nor that all non-conformities will or can be corrected.</p>	
Amendment to B.15	<p>The following paragraph is added to section B as B.15: The Vision-1 satellite imagery data supplied as TPM data is protected by English and international copyright laws.</p>	
Amendment to C.6	<p>The following paragraph is added to section C as C.6: The Vision-1 satellite imagery data supplied as TPM data, when displayed and/or printed shall include the AIRBUS logo and the following credit conspicuously displayed: Vision-1 © Airbus Defence and Space Limited YYYY.</p>	
D	<p>D. APPLICABLE LAW The use of TPM data provided under the present terms and conditions shall be governed by the English law.</p>	

TPMO	Mission	Instrument
Airbus Defense and Space GmbH	TerraSar-X and TanDEM-X	SAR
Amendment to B.14	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).	
Amendment to C.6	<p>The following paragraph is added to section C:</p> <p>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 imagery data</p>	

TPMO	Missions/Dataset	Instruments
ESA, KARI, Deimos Imaging, JAXA	Tropforest dataset: ALOS, Kompsat-2 Deimos-1	AVNIR-2 MSC SLIM6
Amendment to C	<p>The Tropforest dataset is composed of ALOS data, Kompsat-2 data and Deimos data. 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, before in this document.</p> <p>Deimos data is owned by Deimos and shall be marked “© Deimos”</p>	



TPMO	Mission	Instrument
Hisdesat Servicios Estratégicos S.A.	PAZ	SAR
Amendment to A.2	PI and its co-investigators accept that the Access to PAZ data is subject to the Spanish MoD restrictions or limitations, defining the constraints in terms of products, geographical area or specific customer.	
Amendment to B.1	The TPMO reserves the right to reject a PI's order when access to PAZ data and products is not authorized by the Spanish regulations or the Spanish Ministry of Defense.	
Amendment to B.6	<p>Explicitly Prohibited Uses for PAZ data:</p> <ul style="list-style-type: none"> - to publish or post in any form (hardcopy, presentations, websites, displaying map-based products, etc.) PAZ Data or Value Added Products/Derivative Products, or to make any reference to PAZ or HISDESAT, in all use cases related to Security, Defense or Intelligence, without express authorization in writing from HISDESAT. 	
Amendment to B.14	<p>The following paragraph is added to section B:</p> <p><i>The tasking and dissemination of the PAZ data and products is subject to the Spanish regulations, which can result in image delivery cancellation.</i></p>	
Amendment to C.6	<p>The following paragraph is added to section C:</p> <p><i>The tasking and dissemination of the PAZ data and products is subject to the Spanish regulations, which can result in image delivery cancellation.</i></p> <p>The following paragraph C.6 is added to section C:</p> <p><i>The PAZ satellite data is property of Hisdesat Servicios Estratégicos S.A.</i></p> <p><i>The origin of the Product shall be conspicuously displayed in all publication using the PAZ data. In that respect, the following credit shall be written in full:</i></p> <p><i>"PAZ satellite image @Hisdesat Servicios Estratégicos S.A. (year of acquisition)".</i></p>	
D	<p>The following section D is added:</p> <p>D. APPLICABLE LAW</p> <p>For the use of data provided under the present Terms and Conditions shall be governed by the Spanish law.</p>	



TPMO	Mission	Instruments
ICEYE Oy	ICEYE	All
Amendment to B.14	The following paragraph B.14 is added:	
Amendment to B.15	<p>The following new paragraph B.15 is added:</p> <p>The TPMPMO may reject supplying the TPM Data to the PI, without liability or penalty if, (i) a government authority (x) fails to approve such supply of TPM Data required to be approved by such government authority or the TPMPMO’s loss or suspension of material license, certification, or other authorization necessary to supply the TPM Data or (y) limits or restricts the TPMPMO from collecting and/or distributing the TPM Data under these Terms and Conditions; or (ii) the TPMPMO’s approval, authorization, certification or license from a government authority necessary to operate a SAR satellite, ground station and processing system or perform under these Terms and Conditions is terminated, restricted or suspended.</p>	
Amendment to C.1	<p>The paragraph C.1 is complemented as follows:</p> <p>The TPM Data is protected by Finnish and international copyright laws.</p>	
Amendment to C.2	<p>The paragraph C.2 is amended as follows:</p> <p>The PI clearly marks (i) all TPM Data; and (ii) any product 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: “©ICEYE Oy (year of acquisition) - All Rights Reserved”.</p>	
D	<p>The following new section D is added:</p> <p>D. Applicable Law</p> <p>These Terms and Conditions are governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.</p>	

TPMO	Mission	Instruments
SPIRE Global Luxembourg	SPIRE	All Spire instruments and payloads
Amendment to section I	<p>The following definitions shall be added to Section I (“Definitions”):</p> <ul style="list-style-type: none"> · “User” means the PI and the entity registering for use of the TPM Data. <p>The definition of “Value Added Product / Derivative Product” shall be replaced with the following text:</p> <ul style="list-style-type: none"> · “Value Added Product / Derivative Product” means the TPM Data manipulated to such a degree that (a) it cannot be identified as originating or deriving directly from the TPM Data and cannot be reverse-engineered such that the TPM Data is able to be extracted; and (b) is not capable of use substantially as a substitute for the TPM Data. <p>The following sentence shall be added to the definition of “TPMO”: In relation to Spire, the term TPMO shall be deemed to include Spire and its affiliates (where “affiliate” shall mean any entity which directly or indirectly controls, is controlled by, or is under common control with Spire).</p>	
Amendment to B.3	<p>The Section is completed as follows:</p> <p>To the extent of any conflict or inconsistency between the Terms and Conditions for the Utilisation of Data under ESA’s Third Party Missions scheme and the SPIRE amendments as set out in the Living Annex, the latter shall prevail.</p>	
Amendment to B.6	<p>The following paragraph shall replace section B.6:</p> <p>The User shall not:</p> <ol style="list-style-type: none"> a. copy, transfer or otherwise make the TPM Data available to third parties without the written consent of the TPMO through ESA; b. use the TPM Data in connection with building a competitive service to the TPM Data; c. use the TPM Data or any Value Added Products / Derivative Products for any commercial purposes; d. directly or indirectly impair or dispute the ownership of any part of the TPM Data; or e. encourage or assist any third party to do any of the foregoing. 	
Amendment to B.14	<p>The following section B.14 is added:</p> <p>The User acknowledges that the TPM Data is regulated under the United States Export Administration Regulations under classification “EAR99”. The User shall at all times comply with all laws applicable to the TPM Data, including any laws relating to export controls and sanctions.</p>	

<p>Amendment to B.15</p>	<p>The following section B.15 is added:</p> <p>The User shall, within 6 (six) months of the end of the Project, destroy all TPM Data in its possession. It is acknowledged that the TPM Data may persist on archival or backup systems for a period of time in accordance with the User’s standard data retention policies but that the TPM Data will not be used following termination.</p>
<p>Amendment to C.2</p>	<p>The following paragraph shall replace section C.2:</p> <p>The User must not remove or alter any notice or any notice of Spire’s intellectual property rights included as part of the TPM Data. The User shall clearly mark all TPM Data, irrespective of the form in which they are produced, as follows: ©TPMO (year of</p>
<p>D</p>	<p>The following section D is added:</p> <p>D.1 CONFIDENTIALITY</p> <p>The User acknowledges that, under English law, the TPM Data and any data deriving from the TPM Data (collectively, the “Confidential Information”) is confidential to the TPMP. For the avoidance of doubt, the Confidential Information does not include any Value Added Product / Derivative Product. The User agrees to:</p> <ol style="list-style-type: none"> 1. protect the Confidential Information using the same precautions that it uses to protect its own confidential information of a similar nature, but in any event no less than reasonable precautions; and 2. refrain from using the Confidential Information, except as necessary for the exercise of its rights and/or performance of its obligations under the Project. <p>D.2. WARRANTIES</p> <p>The User acknowledges and agrees that it shall rely on the TPM Data at its sole risk. The TPM Data is provided on an “as is ”and “as available” basis and all warranties, conditions and terms, whether express or implied by statute, common law or otherwise, are excluded to the extent permitted by law.</p> <p>D.3. LIMITATION OF LIABILITY</p> <ol style="list-style-type: none"> 1. In no event shall TPMP be liable for any claim, damage or loss incurred by the User, 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. 2. To the fullest extent permitted by law, TPMP’s total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the delivery and provision of the TPM Data or any collateral contract in relation to the TPM Data or Project shall in all circumstances be limited to EUR 1,000 (one thousand euros).



TPMO	Mission	Instruments
Planet Labs Inc.	PlanetScope, RapidEye, SkySat	All
<i>Amendment</i>	<p>This Agreement shall be governed by the internal laws of the State of California in the United States of America for Planet products.</p> <p>PI shall not allow any third party to supply the Planet products to any persons listed at: http://www.bis.doc.gov/dpl/default.shtm and http://www.treas.gov/offices/enforcement/ofac/sdn/ or to any individual or entity located in the following embargoed countries: http://www.treas.gov/offices/enforcement/ofac/programs/</p>	
<i>Amendment to A3:</i>	<p>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 data by the PI or any third party. PLANET LABS INC. SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED HERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR (A) LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR (B) ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES AND LOSS OF PROFITS.</p>	
<i>Amendment to B13 and C2:</i>	<p>With respect to publication of Planet data (including Value Added Products), the PI must display the following Planet copyright notice on or adjacent to the applicable Content: "Imagery © 20xx Planet Labs Inc." (where xx denotes the current year).</p> <p>With respect to publication of Derivative Products that are derived from Planet data (in whole or in part), the PI shall include a conspicuous attribution that identifies Planet Labs Inc. as the data source for such derived products, in whole or in part.</p>	



TPMO	Mission	Instruments
GHGSAT	GHGSat-C1, GHGSat-C2	All
<i>Amendment to B.1</i>	The TPMP reserves the right to reject a PI’s order when: <ul style="list-style-type: none"> a. access to TPM data would conflict with TPMP’s existing commercial contractual arrangements or operational requirements; b. use of the data conflicts with the Guiding Principles identified in the amendment to B.12. 	
<i>Amendment to B.6</i>	In addition to B.6, the PI and co-investigators agree and understand that they are allowed to: <ul style="list-style-type: none"> a. store, post or process the TPM data in a system that is not accessible by the public through the use of sufficient information assurance measures; b. derive analyses from the TPM data, but only for non-commercial use and where such derived analyses do not contain the pixel structure and information of the original imagery data from the delivered TPM data. The PI and co-investigators agree and understand that they are NOT allowed to: <ul style="list-style-type: none"> a. sell, lease, rent, sub-license, or transfer the TPM data, in any other manner whatsoever; b. reverse engineer, disassemble, decompile or adapt the TPM data; c. post the TPM data to Internet web sites in a non-secure format that allows manipulation of the TPM data; d. alter or remove any Copyright notice or proprietary legend contained in or on the TPM data. e. the TPM data. 	
<i>Amendment to B.12</i>	In addition to B.12 the PI and co-investigators agree to the following Guiding Principles for use of TPM data: <ul style="list-style-type: none"> a. TPM data is used to inform climate change science with facility-level data; b. TPM data informs debates with transparent, objective facts; the data is not used to advocate for policy or political positions; 	
<i>Amendment to C.1</i>	All title in and to all intellectual property in the TPM data is and will remain the exclusive property of GHGSAT INC. (“GHGSAT”).	
<i>Amendment to C.2</i>	The following copyright notice must be conspicuously displayed alongside the TPM data, or any portion thereof: “GHGSAT Data and Products © (year of acquisition) -	