



→ COPERNICUS DATA ACCESS

ESA - User licence

Licence entered into by and between the following Parties:

The European Space Agency,
(hereinafter referred to as ESA or the Agency)

and

User [full name in capitals] as defined in the Sub-licence and authorised to use Products/Datasets from the EO Data Access Portfolio and/or to access one or more of the Services: VIEW or DOWNLOAD,

(hereinafter referred to as the Licensee)

represented by its Legal Representative [see end of Licence]

Whereas Copernicus, the Union Earth observation and monitoring programme, consists of a space component placed under the coordination of the Agency, an in situ component and a service component.

Whereas the Agency, with the Copernicus Space Component Data Access (CSC-DA) Project under the ESA – European Union Agreement on the Implementation of the Copernicus Programme including the Transfer of Ownership of Sentinels, dated 28 October 2014 (‘the Copernicus Agreement’) coordinates access to space-based observation data and services in support of Copernicus Services and other usages by a number of other User categories.

Whereas the User provides services requiring access to space-based Earth observation (EO) data.

Whereas the parties wish to agree on the Terms and Conditions regarding the delivery and the use of identified sets of space based observation data and services.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1. “The Terms and Conditions” shall mean the present document defining the Terms and Conditions for Access (VIEW and/ or DOWNLOAD) to Earth Observation Data from CSC-DA/ the Earth Observation Data Access Portfolio ([DAP](#)).
- 1.2. “CSC-DA” shall mean the Copernicus Space Component Data Access as managed by ESA.
- 1.3. “Earth Observation Data Access Portfolio (DAP)” shall mean the portfolio of Primary Products from Copernicus contributing missions that will be provided through the CSC-DA.
- 1.4. “Usage Types/ Services: VIEW or DOWNLOAD” shall mean the two possible usage types as defined in Article 3 below.
- 1.5. “Point of Contact” shall mean the person identified as such in the Commission’s authorisation for Copernicus Services or a single point of contact for institutions, bodies, authorities, organisations or legal persons that sign the present Terms and Conditions as a User.
- 1.6. “EU public task” shall mean the development, implementation and monitoring of policies and related activities as defined by the EU Treaties or secondary Union legislation.
- 1.7. “User” shall mean the natural or legal person accepting these Terms and Conditions in order to obtain user rights to EO data from the DAP.
- 1.8. “User Category” shall mean the possible types of Users. The following definitions of User Categories shall apply:
 - 1.8.1. “Copernicus Services” include Copernicus Services first established under the Regulation (EU) No 911/2010 and then under Regulation (EU) No 377/2014 establishing the Copernicus Programme and repealing Regulation (EU) No 911/2010.

- 1.8.2. “Institutions and Bodies of the EU” includes:
- The European Institutions set up under the EU Treaties
 - Agencies and other Union Bodies set up under the EU Treaties
 - Contractors of such entities
- 1.8.3. “Participants to a research project financed under the Union research programmes- space” includes any natural or legal person officially registered as participant of a project funded under the space themes of EU research framework programmes. Participants to very limited activities closely linked to Copernicus like Copernicus Masters may be eligible to this user category on a case by case basis upon confirmation by the European Commission.
- 1.8.4. “Participants to a research project financed under the Union research programmes – non-space” includes any natural or legal person officially registered as participant of a project funded under EU research framework programmes outside the Space themes.
- 1.8.5. “Public Authority” shall include:
- Any government or other public administration of States participating in the Copernicus Programme including public advisory bodies, at national, regional or local level;
 - Any natural or legal person performing public administrative functions under national law, including specific duties, activities or services in relation to an EU policy;
 - Any natural or legal person having public responsibilities or functions, or providing public services relating to an EU policy under the control of a body or person falling within (1) or (2), such as a contractor of a public authority;
 - Any research and academic organisation
 - Contractors of such entities
- 1.8.6. “International Organisations and NGOs” shall include:
- Any international governmental organisation created by an international treaty which can be looked up in the UN online database of treaties. Specialised agencies of the UN are included;
 - Any international non-governmental organisation specialised in humanitarian development or environmental activities
- 1.8.7. “Public (in general)” shall mean any natural or legal person.
- 1.9. “CCM” shall mean Copernicus Contributing Mission.
- 1.10. “CCME or Copernicus Contributing Mission Entity” shall mean CCM owner, the operator of a CCM or the licensee of a CCME having the right to sublicense the data.
- 1.11. “Intellectual Property Rights (IPRs)” shall mean the rights resulting from the creation, use and exploitation of mental or creative labour.
- 1.12. “EO spatial data” means any data with a direct or indirect reference to a specific location or geographical area (Directive 2007/2/EC of 14 March 2007 establishing an Infrastructure for Spatial Information in the European Community (INSPIRE)).
- 1.13. “EO spatial dataset” means an identifiable collection of EO spatial data (Directive 2007/2/EC of 14 March 2007 establishing an Infrastructure for Spatial Information in the European Community (INSPIRE)).
- 1.14. “Metadata” shall mean information describing EO spatial datasets and EO spatial data services and making it possible to discover, inventory and use them. In the case of EO spatial data, metadata can include a preview of the full data.

- 1.15. “Content” shall mean any information (such as data files, written text, computer software, videos or other images) which the User may have access to as part of, or through use of, the VIEW/DOWNLOAD services.
- 1.16. “Primary Products” shall mean any spatial datasets originating from a CCME and provided by ESA/ CCME to the User. A Primary Product is understood to include spacecraft and instrument data and is comprised of single-mission Level 1 or Level 2 (with exceptional provision of higher-level products such as single-mission Level 3 on a case by case basis).
- 1.17. “Altered Products” shall mean products derived from Primary Products retaining enough information to allow the retrieval of the Primary Products (e.g. sensor pixel information) and do not contain a significant intellectual or creative achievement made by the user. For the purpose of these Terms and Conditions, Altered Products include but are not limited to histogram stretched images, orthorectified images, re-sampled and re-scaled images, mosaics and subsets of substantial size.
- 1.18. “Value Added Products” shall mean products derived from Primary Products or Altered Products, which do not allow the retrieval of the Primary Product (e.g. sensor pixel information) and therefore do not allow the replication of the Primary Product as such and which contain a significant intellectual or creative achievement made by the user. For the purpose of these Terms and Conditions, Value Added Products include but are not limited to land cover classifications and vegetation indexes.
- 1.19. “VIEW Service” allows the user, as a minimum, to display, navigate, zoom in/out, pan or overlay viewable spatial datasets and to display legend information and any relevant content of metadata, as defined in Article 3.4.
- 1.20. “DOWNLOAD Service” shall enable the User to have full and direct access to the complete Primary Products, including the right to DOWNLOAD them and to make copies of them, as defined in Article 3.5.
- 1.21. “Mosaic” is a multi-scene or multi-image aggregation to cover a larger area than a given scene/image. Can be applied to different sensors. A mosaic is generally mono temporal (or made of scenes/images collected within a given time period that can range from a few days to a season).

2. Data supply

ESA shall provide the amount and type of Primary Products or make available one or more of the Services (VIEW/ DOWNLOAD) to the User in accordance with the version of the [DAP](#) applicable. The User is granted by the Agency a limited, free of charge, non-exclusive, non-transferable Right for the Usage Type(s) for the EO Spatial Dataset at hand, according to the provisions of Article 3 below.

- 2.1. ESA provides as part of the GSC-DA the “discovery service” to the general public, which allows everyone to search for spatial datasets and services on the basis of the content of the corresponding metadata and to display the content of the metadata.
- 2.2. The User acknowledges that ESA may be obliged, at the request of a CCME, to suspend or terminate delivery of Primary Products/Altered Products in the event of:
- 2.2.1. No longer assured funding of a CCME or of associated processing facilities; or
 - 2.2.2. Suspension or termination of the ESA-EU Copernicus Agreement or successive Agreements.
- 2.3. The User acknowledges that ESA may be obliged to review, modify, suspend or terminate the delivery of Primary Products defined in the DAP in case of total or partial failure of a CCM satellite/ instrument or its ground segment and substitution by other Primary Products under the same conditions/ scheme not being possible. Such a suspension or termination concerns only Primary Products which have not been delivered yet, but does not affect past cases. Re-use of data supplied in the past is still possible.

2.4. The User acknowledges and accepts data delivery performances and constraints, as described in the applicable version of the [DAP](#).

3. Data use, authorised and prohibited Uses of the CCM Products.

3.1. Authorised Usage types and datasets according to User categories.

The –User –is, according to his User Category, authorised for the VIEW or DOWNLOAD Usage type for certain datasets. The respective available Usage type and datasets are indicated in the [DAP](#). The DAP may be updated when and as necessary for future data supply. EO spatial datasets, the User already obtained, remain governed by the version of the DAP from the date of downloading the data. It is the user’s responsibility to record the date of downloading the data.

3.2. Purpose of Use

The Copernicus Services and Participants to a research project financed under the Union research programmes may use the Primary Products and Altered Products for the purpose of their project.

The institutions and bodies of the EU, Public Authorities, International organisations and non- governmental organisations as well as contractors of those entities may use the Primary Products and Altered Products for activities whose purpose is within the EU Public Tasks.

Any natural or legal person may use the Primary Products or Altered Products derived from them for non- commercial activities.

3.3. The User assumes full responsibility for the use of the Primary Products/ Altered Products. The User shall, at any time, observe the following conditions for use:

- Use all Primary Products received exclusively for the purpose of the Copernicus Project/ EU public task at hand, except where such datasets are currently available to any user without restrictions or licence fees.
- If the content or scope of the user’s project changes after signature of the present Terms and Conditions and such change for any reason, affects the use or may affect the use made of data supplied under these Terms and Conditions, then the User must notify ESA of the change.
- Not assign any rights, obligations or interests herein without the prior written approval by the CCME through ESA.

3.4. VIEW Service

3.4.1. With the VIEW Service, the User shall be entitled, as a minimum, to display, navigate, zoom in and out, pan and overlay EO Spatial Datasets and display legend information and any relevant content of Metadata.

3.4.2. The VIEW Service User shall not

- Access or use the Primary or Altered Products or any Content through any means other than those provided in the VIEW Service;
- Use the Primary or Altered Products in a manner that gives the User or any other person access to mass downloads or bulk feeds of any Content allowing the reconstruction the Primary or Altered Products; or
- Delete, obscure, or in any manner alter any warning notice (including but not limited to any copyright or other proprietary rights notice), or link that appears in the Products or the content.

3.5 DOWNLOAD Service.

- 3.5.1 With the DOWNLOAD Service, the User is granted by the Agency a free of charge, non-exclusive, non-transferable right to use Primary Products and:
- 3.5.1.1 to make an unlimited number of copies of the Primary Product as needed (archiving and backup purposes included);
 - 3.5.1.2 to install on as many individual computers as needed, including internal computer network;
 - 3.5.1.3 to alter or modify the Primary Product by invoking a computer application to produce Altered Products and Value Added Products;
 - 3.5.1.4 to post Metadata of the Primary Product or its Altered Products on an internet website with the display of the following credit: “includes material © CCME (year of acquisition), provided under COPERNICUS by the European Union and ESA, all rights reserved”;
 - 3.5.1.5 to make hard copies;
 - 3.5.1.6 to publish or display Primary Products, Altered Products and Value Added Products in printed or digital media and internet websites, also as part of web-mapping, for the purpose of advertising, research reporting or any other kind of public non-commercial information or services, with the display of the following credit: “includes material © CCME (year of acquisition), provided under COPERNICUS by the European Union and ESA, all rights reserved”. Digital publications of Primary or Altered Products shall not allow the download or reconstruction of datasets in whole or in part;
 - 3.5.1.7 to use the Primary Product or its Altered Products for internal or external demonstration purposes;
 - 3.5.1.8 to retain all Intellectual property rights associated with any Value Added Products developed by him on the basis of the product; and
 - 3.5.1.9 to re-distribute to other parties involved in the project who have accepted the present Terms and Conditions by any technical means (internet, web mapping, media, ect.) as long as the recipients are restricted to the ones that have accepted these Terms and Conditions. Excluded is redistribution to entities that are not eligible for access to the DAP.
- 3.5.2 The DOWNLOAD Service User’s rights include the rights of the VIEW Service User as well (see article 3.4 above).
- 3.5.3 The DOWNLOAD Service User agrees to provide information on the identity of the personnel accessing the Primary or Altered Products to any relevant State authority if necessary for security checks required by a CCME through ESA.
- 3.5.4 The DOWNLOAD Service User shall not do any of the following:
- sell, license or in any manner distribute or make available the Primary and/ or Altered Products if not covered by article 3.5.1 above;
 - do anything not expressly authorized under Article 3.5.1 and 3.5.2; and/ or
 - alter or remove any copyright notice or proprietary legend contained in or on the Primary Products/ Altered Products.
- 3.5.5 The User undertakes that the Primary Products provided by CSC-DA and the Altered Products derived by the User shall not be copied, transferred, re-distributed or otherwise made available to any entity other than the entities identified under article 3.5.1 bullet 9.
- 3.5.6 The DOWNLOAD Service User may also have access to Earth observation data from ESA’s own missions and third party missions not being part of the DAP but provided by ESA regularly via the “earthnet-online”-portal.
- 3.5.7 The use of Earth observation data collected by ESA missions is governed by the “Terms and Conditions for the Utilisation of ESA’s Earth observation data”, which are published and regularly updated online under <https://earth.esa.int/files/terms>. The DOWNLOAD Service User hereby accepts the provisions of those Terms and Conditions for the use of ESA Earth observation data.
- 3.5.8 The use of third party mission data provided by ESA via the “earthnet online”-portal is governed by the “Terms and Conditions for the Utilisation of Data under ESA’s Third Party Mission scheme”, which are published and regularly updated online under

<https://earth.esa.int/files/TPMterms>. The DOWNLOAD Service User hereby accepts the provisions of those Terms and Conditions.

4. Title and Intellectual Property Rights

- 4.1. Title to and ownership of the Primary Products and Altered Products shall remain with the relevant CCME, and the User does not receive any such rights. The right of the CCME to protect their Primary and/ or Altered Products against unlawful extraction or re-use is recognised.
- 4.2. CCME's title to and ownership and copyright in the Primary and/ or Altered Products shall not prevent recognition of copyright in favour of the User in accordance with the following rules:
- 4.2.1. The CCME shall retain title to, ownership and copyright of all Primary and/ or Altered Products and all subsequent copies thereof, regardless in the media, originating from its CCM. All Altered Products inherit the copyright of the Primary Products used. Existence and extent of CCME ownership and Intellectual Property Rights including copyright shall be governed by the laws of the state where the CCME has its registered office.
- 4.2.2. The User shall be attributed all Intellectual Property Rights on his value added or works performed on the Primary Products to derive Altered Products and all Intellectual Property Rights of Value Added Products created by him.
- 4.2.3. The User shall mark all Primary Products and Altered Products, irrespective of the form in which they are produced and notwithstanding his own copyrights, as follows: "© CCME (year of acquisition¹), provided under COPERNICUS by the European Union and ESA, all rights reserved.". With regards to Value Added Products, the following credits shall be used: "produced using products © CCME (year of acquisition²), provided under COPERNICUS by the European Union and ESA, all rights reserved." Detailed credit formulations for each CCM are described in the mission specific Annex to the present Terms and Condition (Annex I).
- 4.2.4. Any publication whatsoever resulting from work carried out using Primary Products/ Altered Products shall contain the following sentence: "EO data provided under COPERNICUS by the European Union and ESA." In addition, acknowledgement of relevant CCM shall be given when explicitly requested for in Annex I to these Terms and Conditions.
- 4.2.5. The User will, upon request from ESA or the Union, provide the requesting entity with copies of Altered Products and Value Added Products created by him and grant to the requesting entity the right to use the Value Added Products for Copernicus' own promotion, training and education purposes. ESA and the Union will request such providing only in accordance with the agreements between the CCME and ESA.

5. Notices and Reports, Interfaces.

- 5.1. ESA shall be the formal interface between the User and the respective CCME. Nevertheless, a direct technical interface, as described in detail in the [DAP](#), may exist between a given CCME and the User for data transfer.
- 5.2. The User shall inform ESA immediately in case of problems with data reception or data quality deviating from the DAP.
- 5.3. The User shall make available information to ESA for the purpose of ESA's reporting obligations towards the European Commission and the CCMEs. This information shall include:
- Copernicus Service project or EU Public task status as relevant for CSC-DA;
 - Contribution of space based Earth observation data to the Copernicus Service project/ EU Public task performed;

¹ Year of acquisition only applicable in case of a mono-mission product.

² Year of acquisition only applicable in case of a mono-mission product.

- Suitability of Primary Products and delivery, adequacy to the Copernicus Service project/ EU Public Tasks requirements;
 - Recommendations for CSC-DA improvement (e.g. data products, mission operations, etc.).
- 5.4. The User or the respective responsible point of contact will maintain and update a document listing the entities involved in the Copernicus Project/ EU public task, i.e. beneficiaries, subcontractors, third parties and his registered users for use by ESA.
- 5.5. ESA is entitled to provide any report or other documentation regarding the use of the Primary Products/ Altered Products to the CCME. Upon request from the User, ESA shall guarantee confidentiality of reports and documentation provided by the User, to the extent mutually agreed.
6. Warranties, Liability, sole remedy.
- 6.1. ESA gives no undertaking as to the technical and legal adequacy or suitability of the Products for the purpose required by the User or for the usage intended and shall not be held liable for the consequences of its use. ESA makes no representation whatsoever in respect of CCME or third-party rights to the Primary Products and shall not be held liable for any damages incurred by the User due to the violation of any third-party rights. The User shall indemnify and hold harmless ESA from any third party claims caused by the use of the Primary Products by the User. In particular, ESA makes no warranty or representation, express or implied, with respect to the accuracy, completeness, or materiality of the Primary Products now, heretofore, or hereafter made available. The User accepts the Primary Product "AS IS". Except as expressly provided herein, no warranties or representations, express or implied, including any warranty of quality, merchantability, fitness for a particular purpose or condition, are given by or on behalf of ESA, and the User hereby waives all warranties, express or implied, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or condition, or conformity to samples.
- 6.2. In the cases described under Article 2.2, the User shall have no right whatsoever to claim for compensation or damage as a consequence of the decision of ESA or the CCME.
- 6.3. Notwithstanding the fact that ESA/ CCME will do their utmost to deliver the Primary Products according to [DAP](#), the User waives any claim against ESA and/ or CCME in the event of any damages directly or indirectly arising from malfunction or interruption in the transmission of Primary Products for any reason whatsoever.
- 6.4. Except as expressly provided herein, any claim in respect of damage caused to persons, goods or property arising in connection with the performance of these Terms and Conditions shall be settled in accordance with the law governing the Terms and Conditions (see below, article 7.3), being however understood that the liability of ESA under these Terms and Conditions shall be excluded except in case of wilful misconduct. ESA shall in any event, on whatever legal basis, not be liable in any way for consequential, incidental and/ or intangible damages such as loss of business, loss of production, operating losses, missed deadlines, loss of data or information, loss of enjoyment of rights, interruption in a service suffered by the User.
- 6.5. The User must notify ESA within the 30-day warranty period of any defect. ESA's sole obligation and the User's sole remedy under this limited warranty is that ESA shall use reasonable efforts to repair or replace the defect Primary Product. This limited warranty is void if any non-conformity has resulted from accident, abuse, misuse, misapplication, or modification by someone other than ESA. The limited warranty is for the User only, and is non-transferable.

6.6. ESA cannot be considered to be failing to meet its obligations if its failure is due to an occurrence of a Force Majeure. Force Majeure designates all the occurrences which are beyond the reasonable control of ESA, of any nature whatsoever, and in particular all breakdowns of CCME satellite/ instrument, natural catastrophes, bad weather, fires, collective work disputes, strikes, sabotage, embargoes, interruptions in the transport or means of communication, war, acts or regulations issued by government authorities (including delays in the obtainment of authorizations or Licences of any sort) or by the UN, which may occur as from the date of the order and would prevent its total or partial execution.

6.7. The provisions applicable to ESA under Articles 6.1 to 6.6 shall be applicable to the CCME, which shall be entitled to prevail itself of any provision relating to ESA limitations or exclusions of liability and/ or warranty, with the exception of any third party claims with regard to infringement of third-party rights as well as those relative to Force Majeure.

7. Miscellaneous.

7.1. Acceptance of Terms and Conditions.

User accepts and agrees to the present Terms and Conditions through signature of this document by its duly appointed representative.

7.2. Cost of Primary Products

7.2.1. The User receives the Primary Products and/ or the Services free of charge within the specifications of the [DAP](#).

7.2.2. Cost of equipment to receive or read Primary Products and/ or the Services and any other costs associated with the provision or use will be borne and/ or secured by the User.

7.3. Applicable Law and Arbitration

7.3.1. These Terms and Conditions shall be governed by the law of the State in which the CCME has its registered office. All disputes shall be referred to arbitration and will be judged in accordance with the Conciliation and Arbitration rules of the International Chamber of Commerce in Paris. The award of the arbitration will be final and binding upon the Parties.

7.3.2. If any provision of these Terms and Conditions is declared invalid or unenforceable, the remaining provisions of the Terms and Conditions shall remain in effect.

7.3.3. Duration and Termination

The present Terms and Conditions shall run unlimited in time for the purpose of the use. If the User breaches any provision of the Terms and Conditions, they shall expire automatically and with immediate effect. Upon termination in case of breach of any provision of the Terms and Conditions, the User shall destroy all Primary Products/ Altered Products and all copies thereof or stop using the Service.

7.4 Mission-specific Annex

The User acknowledges that the conditions of the Mission-specific Annex have precedence over this License. The Mission-specific Annex may be updated when and as necessary, in case of changes in the portfolio of offered missions. The respective Mission-specific Annex is published under this [link](#) . Datasets that the User has already obtained remain governed by the version of the Mission-specific Annex in force on the date of downloading the data. Therefore, previous versions of the Mission-specific Annex remain available online. It is the User's responsibility to record the date of the download of the data. ESA will notify the User whenever the Mission-specific Annex is updated.

Signed for acceptance on behalf of (entity)

on (date),

Signature and full name in capitals of the Legal Representative of the User:

..... [signature]

..... [full name in capitals]

In the case of consortia, the licence is accepted by the signatory also on behalf of the following entities:

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