

## Licence for Copernicus DEM instance COP-DEM-GLO-30-F Global 30m Full, Free & Open

## Licence for the use of the Copernicus WorldDEM-301

## Preamble

Copernicus is the European Union programme to observe and monitor the Earth. Copernicus is leveraging the strong experience of key European organisations to provide Earth observation data and value added information for environmental as well as civil security applications. For the space component, Copernicus relies on the expertise of ESA to deliver and operate, together with EUMETSAT, the space infrastructure, in particular the different Sentinel satellite missions dedicated to Copernicus. For the service component, Copernicus relies on the expertise in data analysis and modelling of ECMWF, JRC, the EEA, Mercator Océan, Frontex, EMSA, and the SatCen. The in situ component is shared between the different actors of the service component with the leading role of the EEA. The European Commission is responsible for the overall coordination of Copernicus.

Copernicus data and information policy, regulated under European law<sup>2</sup>, ensures access on a full, open and free-of-charge basis as a rule with rare exceptions when needed to protect the security interest of the Union and its Member States as well as third party IPRs.

Copernicus aims at cross-consistency in the use of Digital Elevation Models (DEM) at different resolutions for Copernicus data and information as well as geo-referenced data and information used and generated in the context of the European Union public tasks. The purpose is to ensure the use of a stable reference DEM in the broader Copernicus data ecosystem to facilitate data comparison and fusion.

This licence concerns the use of the Copernicus WorldDEM-30 and for the reason stated above it is important to make available this Copernicus WorldDEM-30 to as many users as possible, Copernicus is therefore making it available on a free basis for the general public under the terms and conditions of this Licence. The higher resolution, Copernicus WorldDEM-10 is subject of a separate licence and distribution to the general public of these higher resolution DEMs is expressly excluded from this Licence.

### Article 1. Acceptance

The user must accept the terms and conditions of this licence to benefit from the rights of use granted in this licence.

### **Article 2. Definitions**

The 'licence' means the present document defining the terms and conditions for the use of the Copernicus WorldDEM-30 by the general public;

'DEM' (digital elevation model): is a general term for a grid-based digital representation for a topographic surface, composed of elevations on the Earth;

'Copernicus WorldDEM-30' means the WorldDEM product derived from the TanDEM-X Mission data produced by Airbus Defence and Space GmbH in a "Copernicus DEM" version consisting of a Digital Surface Model providing a horizontal sampling of 30m with a worldwide/global coverage of all Earth landmasses provided by the Licensor to the User;

'Licensor' means the entity offering these terms and conditions for the use of the Copernicus WorldDEM-30 in the framework of the European Union Copernicus Programme;

'Provider' means the Copernicus WorldDEM-30 provider, i.e. Airbus Defence and Space GmbH, Germany;

'User' shall mean the natural or legal person accepting this licence in order to obtain User rights to the Copernicus WorldDEM-30 from Licensor;

'Subsequent User' any user who did not receive the Copernicus WorldDEM-30 from the Licensor;

'General Public' shall mean any natural or legal person;

'Intellectual Property Rights (IPRs)' shall mean the rights resulting from the creation, use and exploitation of mental or creative labour as defined through international Treaties and Conventions on Intellectual Property.

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<sup>&</sup>lt;sup>2</sup> (Copernicus) Regulation (EU) No 377/2014 and Commission Delegated Regulation (EU) No 1159/2013.



## Article 3. Scope

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- (b) distribution;
- (c) communication to the General Public;
- (d) adaptation, modification and combination with other data and information.

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- (d) User shall make sure not to convey the impression to the General Public that the user's activities are officially endorsed by the Provider, the Licensor or any other legal entities in charge of the Copernicus programme or the delivery of Copernicus data and information under the Copernicus programme.
- (e) Where the user grants to any Subsequent User the rights to distribute or communicate to the General Public the Copernicus WorldDEM-30, modified or not, he shall ensure that its Subsequent Users are bound by the above obligations.

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#### **Article 9. Termination**

If the User breaches any of the obligations arising from this Licence, the Licensor may terminate it with the immediate result of the User losing all the rights granted under this Licence.