



## **Terms and Conditions for the Utilisation of ESA's Earth Observation Data between the EUROPEAN SPACE AGENCY and the Principal Investigator**

Prepared by	EOP-G
Document Type	PR - Procedure
Reference	ESA-EOPG-PDGS-PR-1
Issue/Revision	1.1
Date of Issue	20/09/2023
Status	Issued

## General Conditions for the Utilisation of ESA's EO data

### I. Definitions

- ESA or the “Agency” means the European Space Agency.
- The Principal Investigator (PI) means the duly empowered representative of the entity accepting these Terms and Conditions and accessing the ESA EO data.
- The ESA Earth Observation data (ESA EO data) means the data generated by the ESA Heritage missions (currently ERS, Envisat and GOCE), the ESA Research missions funded under the FutureEO Programme (including Earth Explorer missions, Scout missions and ESA EO campaigns) and by the missions operated by ESA as Elements of the European Earth Watch Programme. The ESA EO data is split into two major groups:
  - a) The free dataset: including data collections available online without any technical or financial constraints attached. The free dataset comprises most of the ESA Earth Observation data.
  - b) The restrained dataset: managed differently due to technical or financial constraints. The restrained dataset comprises the data which are made available upon specific PI request (mainly the (A)SAR Level 0 data originating from the ERS and Envisat missions), specific collections reserved to e.g. data calibration/validation users, and the datasets of very large volume (i.e. not suitable for transfer via Internet).

### A. Data Supply

**A.1.** ESA provides the ESA EO data to the PI online for the free dataset (usually the full available mission archive), and online or on media for the restrained dataset.

**A.2.** ESA, while duly considering the interests of the PI, reserves the right to review, modify, suspend or terminate delivery of data at any time in the event that:

- a) Funding of ESA mission or associated processing facilities operations cannot be sustained.
- b) Satellite or related ground system failure occurs.
- c) Planned activities of related ESA systems are suspended or cancelled in order to carry out special activities that ESA consider of high priority.
- d) Status check of the respective satellite(s) or performance evaluation is needed.

The PI further acknowledges and agree that:

- a) there may be some delays in the delivery of ESA EO data, having regard in particular to scheduling and processing constraints both at satellite and ground segment levels.
- b) ESA may modify its mission operation plan(s) at any time, should it consider such corrective action necessary for ensuring mission success.

The PI shall have no right whatsoever to claim for compensation or damage as a consequence of ESA's decision to modify, suspend or terminate the delivery of ESA EO data, or for any delay in the delivery.

**A.3.** ESA does not guarantee the suitability of ESA EO data for any specific purpose and shall not be held liable for any damage derived from the delivery of such data or from its use by the PI or any third party. Accordingly, the PI shall indemnify and hold ESA harmless from and against any and all claims, proceedings, direct and indirect damages, costs, and expenses arising from malfunctions or interruptions in the delivery of the ESA EO Data or from the use such data.

**A.4.** Upon request, ESA may guarantee the confidentiality of communications, reports and other documentation submitted by the PI, to the extent mutually agreed.

## **B. General conditions of data utilisation**

**B.1.** Access to the ESA EO data shall be granted to the PI upon acceptance of these Terms and Conditions.

Access to the ESA EO free dataset is granted upon electronic online registration with immediate access to the data thereafter.

To access the restrained dataset, the PI shall submit a specific data service request. Should ESA positively evaluate the request in terms of scientific relevance and required data, ESA will notify the PI that the authorization to use has been granted, possibly assigning a maximum quota for data delivery.

ESA may also provide opportunities to gain access to special or limited restrained datasets, including some datasets for new missions not yet publicly available, via Announcements of Opportunity (AO). In this event, the AO will invite PIs to gain access to such EO data and contribute to research and application development projects and to calibration/validation activities that ESA is conducting via a project proposal. ESA will evaluate the scientific content of a submitted project proposal against the data requirements of the PI and, in case of positive evaluation, a respective quota will be assigned to the project.

**B.2.** The PI understands that acceptance of these Terms and Conditions includes general acceptance of the related ESA EO Data Policy.<sup>1</sup>

---

<sup>1</sup> <https://earth.esa.int/eogateway/documents/d/earth-online/esa-eo-data-policy>

**B.3.** The PI assumes full responsibility for its use of the ESA EO data, including use with co-investigators. The PI shall provide ESA with a detailed list of all co-investigators, if applicable, in the frame of the data service request.

**B.4.** The PI is authorised to duplicate data (sets) as necessary for the performance of their work, without any charges to ESA.

**B.5.** The PI may further distribute ESA EO data accessed as part of the free dataset to a new recipient only after ensuring that the recipient accepts these Terms and Conditions. The PI is fully responsible towards ESA for such acceptance.

**B.6.** The PI and all authorised co-investigators shall, at any time, observe the following conditions of use:

- a) Use all ESA EO data accessed exclusively for their own EO research and applications purposes.
- b) Not assign any rights, obligations or interests herein without the prior written approval of ESA.

**B.7.** Costs of equipment required to receive or read the ESA EO data, or any other costs associated with the execution of the work shall be borne by the PI.

**B.8.** The PI will inform ESA in case of problems with ESA EO data reception or quality.

**B.9.** The PI may, and is encouraged to, publish results from work carried out using ESA EO data in publications of international renown and present these results at dedicated workshops organised by ESA. For a period of six months after work completion, the PI shall have the exclusive right to publish the results; thereafter, this right will be shared with ESA unless the PI can demonstrate to ESA that these results should remain confidential for a certain period.

**B.10.** Any publication resulting from a work carried out using ESA EO data shall clearly display the following statement: “Data provided by the European Space Agency (ESA)”.

The PI shall provide ESA with a free copy of any such publication by sending a digital version to the following email address: [eopi@esa.int](mailto:eopi@esa.int). ESA shall at any time have a royalty free right of publication and dissemination of these publications, unless the PI claims a character of confidentiality 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.** ESA retains all rights and title over the ESA EO data.

**C.2.** The PI shall clearly mark all ESA EO data and analysed information, irrespective of the form in which it is produced, as follows: © ESA (year of reception).

**C.3.** In his sphere of influence, the PI guarantees respect of ESA's intellectual property rights and reports any evidence of unlawful use, including such of third parties, immediately to ESA in writing.

**C.4.** ESA's title and copyright of data shall not prevent recognition of copyright in favor of the PI which may arise as a result of the latter's own interpretation of ESA processed data, inputs of data or knowledge from other sources.

**C.5.** In case of emergence of own intellectual property rights from direct use of ESA EO data, the PI shall grant ESA a worldwide, free of charge, irrevocable, and non-exclusive licence to use such intellectual property for ESA's own purposes in the field of space research and technology. The PI shall inform ESA of applications for patents or similar forms of legal protection sought for such intellectual property within two months from the filing date. ESA shall treat such information as confidential during a period of eighteen (18) months following original application, unless published before the expiration of this period by the PI.