

## → TERMS AND CONDITIONS FOR THE USE AND DISTRIBUTION OF SENTINEL DATA

Agreed by and between:

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

and

the User

Whereas the Agency, under the ESA – EC GMES Agreement [ESA/LEG/382] is charged with managing the GMES Space Component (CSC) Programme,

Whereas the access to Sentinel data is governed by

- ESA's Sentinel Data Policy [ESA/PB-EO(2013)30, rev.1] formulating guidelines for a free and open access to Sentinel data and thus providing the basis for the GMES Space Component (GSC) Draft Operations Concept [ESA/PB-EO(2010)56, rev.1], and
- [The Commission Delegated Regulation (EU) No 1159/2013 of 12 July 2013 supplementing Regulation (EU) No 911/2010 of the European Parliament and of the Council on the European Earth monitoring programme (GMES) by establishing registration and licensing conditions for GMES Users and defining criteria for restricting access to GMES dedicated data and GMES service information.]

Whereas the present Terms and Conditions for the use and distribution of Sentinel data govern Sentinel data which has not been assessed "sensitive".

Whereas the User has obtained or intends to obtain such Sentinel data via a Copernicus data dissemination platform, mirror sites, direct acquisition from the Sentinel satellite, via EDRS or other online services providing Sentinel data or by any kind of transfer of or access to Sentinel data from whatever natural or legal person,

The parties agree, that the User shall be granted the right to use and distribute the Sentinel data according to the following Terms and Conditions:

### 1. Definitions

- **ESA/ the agency** means the European Space Agency.
- **User** means any public or private entity or natural person having accepted these Terms and Conditions in order to use, alter, publish or distribute Sentinel data.
- **Sentinel data** means all data and products, generated on the basis of observations acquired by sensors flown on the Sentinel 1 to 6, the Sentinel-5 Precursor missions, developed by ESA in the frame of the Copernicus Space Component.
- **Primary Products/ Source Image Data** means any original Sentinel data including spacecraft and instrument data.
- **Altered Products** are products derived from Primary Products retaining a clear correlation to the original sensor 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 – for example -, but are not limited to, histogram stretched images, orthorectified images, re-sampled and rescaled images, mosaics and subsets of substantial size.
- **Derivative Works** are products derived from primary products or Altered Products which do not have a traceable correlation with the original sensor information and which contain a significant intellectual or creative achievement made by the User. For the purpose of these Terms and Conditions, Derivative Works include – for example -, but are not limited to, land cover classifications, vegetation indexes, interferograms etc.



## 2. Scope

These Terms and Conditions solely govern the User's right to use and distribute the Sentinel data but do not concern the acquisition of data by the User. In particular, these Terms and Conditions grant no right for data supply from any kind of Copernicus data dissemination platform. Any kind of data supply by ESA or any other entity involved in Copernicus is governed by its respective conditions.

## 3. Acceptance of these Terms and Conditions

By using Sentinel data, the User is deemed to have accepted these Terms and Conditions.

## 4. User rights

These Terms and Conditions grant the User a non-exclusive, time-unlimited right to deal with the obtained Sentinel data in the following way:

- 4.1.** The User may **use, alter and modify** it in any way, and thereby produce Altered Products and/ or Derivative Works.
- 4.2.** The User may **share** it with co-investigators, contractors and other subsequent participants in projects for the purpose of its activities. The User will assure, that all these participants notice these Terms and Conditions.
- 4.3.** The User may make an unlimited number of **copies** as necessary for the use of the data.
- 4.4.** The User may **publish** Sentinel data, Altered Products and Derivative Works in printed or digital media. Digital publishing shall not allow the download or reconstruction of Sentinel data or Altered Products, unless the requirements for onward distribution (see article 4.5 below) are fulfilled.
- 4.5.** The User may **distribute** the Sentinel data, Altered Products and Derivative Works created by the User to any other natural or legal person. Whenever distributing or making available Primary or Altered Products, the User shall make sure, that the recipient takes note of these Terms and Conditions.

## 5. Intellectual Property

The intellectual property of the **Primary and Altered Products** remains with the satellite owner. Whenever sharing, publishing, distributing or in any other way making them available to others, the User shall mark these products clearly with a copyright sign as follows: “©Copernicus data [year of reception]”.

The intellectual property of any **Derivative Works** made by the User belongs to the User. However he shall mark such Derivative Works as follows, whenever sharing, publishing, distributing or in any other way making them available to others: “contains Copernicus data [year of reception]”.

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

Based on the User's agreement ESA may publish his/her results to promote the success of the Copernicus Programme.

## 6. Warranty and Liability

Neither ESA nor any other entity involved in the Copernicus Programme guarantees the accuracy and completeness of the Sentinel Data or its suitability for the purpose of the User's activities. The User accepts the Sentinel Data “as is”. In particular ESA (or any other entity involved in the Copernicus Programme) shall not be held liable for any damage derived from the use of Sentinel data by the User or any third party except in case of wilful misconduct.

## 7. Termination

By default User rights are granted for an unlimited duration. ESA may terminate this agreement, in the event the User breaches any of the provisions of these Terms and Conditions. Thereby the User would lose any of the rights granted by these Terms and Conditions. The provisions of Article 6 remain valid in any event of termination of these Terms and Conditions.



Acquired on 13 April 2014 at 23:57 UTC this Sentinel-1 image shows a transect over the northern part of the Antarctica Peninsula. It was acquired in the satellite's 'strip map' mode with a swath width of 80 km and in dual polarisation. The colours indicate differences in the reflectance behaviour of land, ice and water.

Credits: ESA