

User License for the Utilisation of TerraSAR-X Data and Products for Scientific Use

between

DLR

and

the Principal Investigator

Proposal ID: _____

issued on _____

As the duly empowered representative of _____,
I hereby declare to have read and approved the terms and conditions and unconditionally accept that any activity related to the project be governed by them.

Date: _____

Name: _____

Signature: _____

USER LICENSE FOR THE UTILIZATION OF TERRASAR-X DATA AND PRODUCTS FOR SCIENTIFIC USE

The project leader (PI) named on the front page of this document is the responsible person for the use of the TerraSAR-X data. The PI's activities are considered to cover the total time period of the project approved by the German Aerospace Centre (DLR). This includes the subsequent preparation of the results concluding with the submission of the final report to DLR.

The PI shall fulfill the commitments specified herein.

DATA RIGHTS

1. The TerraSAR-X satellite will be the property of the German Aerospace Centre (DLR). DLR retains the title to and ownership of all primary and any derived products to the extent that the contribution of TerraSAR-X is substantial and recognisable.
2. DLR will provide TerraSAR-X data and will grant a non-exclusive, non-transferable right to use for the purpose of the proposed investigation. The right to use includes the transfer of the data to the listed Co-Is.
3. All intellectual property rights created by the PI in the course of the project shall belong to the PI. The PI grants DLR an irrevocable free-of-charge non-exclusive license to use such intellectual properties solely for its own scientific use.
4. The PI undertakes to clearly mark all TerraSAR-X data in such a way that DLR's copyright is plain to all, as follows: © DLR (year of reception). Analyzed information, irrespectively of the form in which it was produced, should include a reference to TerraSAR-X as the data source.
5. DLR will provide the agreed amount of data to the PI to ensure the successful completion of the proposed investigation. DLR reserves the right to decide on the most appropriate timing and order.
6. DLR reserves the right to suspend or to terminate the delivery of TerraSAR-X data in the event that the funding of the operations and of the associated processing facilities cannot be sustained.
7. DLR furthermore reserves the right to suspend or cancel the planned activities and acquisitions at any time during the period of the proposed project in order to carry out any special activities which DLR considers to have higher priority. This also includes the case of a conflict between scientific and commercial use of the same priority where the commercial request shall have

precedence.

8. The PI shall have no right whatsoever to claim for compensation or damage as a consequence of the termination decision of DLR.
9. DLR will deliver one copy of each of the requested data sets to the PI, who will assume full responsibility for the approved utilization of TerraSAR-X data even if conducted in cooperation with other co-investigators. The PI and all co-investigators shall observe the following conditions:
 - Use all TerraSAR-X data received for the exclusive purpose of the agreed project;
 - not disclose any information concerning the in-orbit operation and performance of the satellite without prior written approval of DLR;
 - indemnify DLR for the full amount of any loss, expense, cost or liability resulting from the PI's utilization of TerraSAR-X data;
 - inform DLR without delay should for any reason the content or scope of the agreed project change after the date hereof;
 - not assign any of his rights, interests, duties or obligations herein without the prior written approval of DLR.
 - For every non-authorized transmission of data (e.g. for commercial use) the PI shall pay compensation amounting to the price of the data under commercial market conditions. If the profit realised with the non-authorized transmission exceeds this price, the PI shall pay compensation amounting to the profit.
 - In any case of non-authorized transmission of data (e.g. for commercial use) DLR reserves the right to exclude the PI, the institution he represents and/or its co-investigators from any further provisions of TerraSAR-X data with immediate effect.
 - The PI shall hold DLR harmless of any claim asserted against DLR for any unauthorised transmission of the data.
10. DLR cannot guarantee the suitability of TerraSAR-X data for the purpose of the project.
11. The PI hereby waives any claim against DLR in the event of any damage directly or indirectly arising from a malfunction or interruption in the transmission of TerraSAR-X data for any reason whatsoever, unless the damage is caused by wilful misconduct or gross negligence.

COST OF THE DATA

12. The TerraSAR-X data will be provided to the costs described in the corresponding call for proposals.
13. All costs associated with the execution of the project will be borne or secured by the PI.

REPORTING, PUBLICATION AND PARTICIPATION IN WORKSHOPS

14. The PI shall, at the request of DLR, provide evidence that he/she has and expects to have the necessary financial resources to carry out the utilization of TerraSAR-X data for the whole period of the proposed project.
15. The progress and accomplishment of the accepted projects will be monitored by DLR.
16. All reports shall be submitted in English and in computer readable form to be defined by DLR.
17. The PI shall report back to DLR as follows:
 - On receipt of the TerraSAR-X data delivered by DLR the PI should confirm that the data have been received and, within a month, that these data were in a usable form.
 - On the basis of this initial data set, the PI will give evidence of his/her capability to carry out the project. Should the PI fail to provide this proof, DLR reserves the right to suspend or terminate any further deliveries of TerraSAR-X data.
18. The PI shall unasked submit a progress report describing the status of the project every six months. At the end of the project the results shall be summarized in a final report in accordance with a given format defined by DLR.
19. All papers, press releases, scientific publications and other publicity material resulting from the work carried out using TerraSAR-X data shall clearly state that the German TerraSAR-X satellite was used.
20. The PI should publish the results of the project in publications of international renown. In particular the PI shall attend and present his/her results at dedicated workshops organized by DLR. The PI shall have the exclusive right to publish such results for a period limited to six months after the completion of the project. After this period, both DLR and the PI shall have the full rights to publish such results, unless the PI can demonstrate a character of commercial confidentiality of his/her own results.

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21. Any publication of the PI or by any co-investigator shall include a suitable acknowledgement of the services afforded by DLR. One copy of any such publication shall be provided free-of-charge by the PI to DLR. DLR shall at any time have a royalty free right to further publish and disseminate these publications unless such reproduction and dissemination conflicts with the rights of third parties or the PI claims for the character of commercial confidentiality.

NATIONAL SECURITY REGULATIONS

22. The personal data of the PI as well as the person having access to the TerraSAR-X data and the complete information of each ordering process will be archived and provided to the relevant state authority on request.
23. The PI agrees in transmission of his/her personal data to the relevant state authority if necessary. The PI will inform the Co-I's that the same is true for their personal data.
24. DLR reserves the right to suspend or to terminate the delivery of TerraSAR-X data due to restrictions of national security.
25. The PI shall keep a record of delivered products, the date of delivery and the corresponding co-investigator. This protocol shall be archived for at least 2 years after the end of the project and shall be provided to DLR on request.



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Doc.: TX-PGS-PL-4003

Issue: 1.1

Date: 22.01.2009

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LIST OF INVESTIGATORS (PRINCIPAL AND CO-INVESTIGATORS):

Name, first name, affiliation, full address per investigator