

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

between

**DLR**

and

**the Principal Investigator**

Philippe Durand

Proposal ID: GE03462

issued on 23/03/2017

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


Date:

14/02/2017

Name:

DURAND

Signature:



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## **USER LICENSE FOR THE UTILIZATION OF TERRASAR-X / TANDEM-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 exclusively scientific use of the TerraSAR-X / TanDEM-X data allocated under the proposal displayed on the frontpage. 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. Data in the sense of this licence are any TerraSAR-X or TanDEM-X data and any derived products.
2. DLR as German Space Agency is the owner of the TerraSAR-X and TanDEM-X satellites. It administers this ownership as trustee for the Federal Republic of Germany. All data provided by these two satellites are therefore attributed to DLR.
3. DLR retains the title to and ownership of all primary and any derived products to the extent that the contribution of TerraSAR-X / TanDEM-X is substantial and recognisable.
4. DLR will provide TerraSAR-X / TanDEM-X data and will grant a non-exclusive, non-transferable right to use these data for the purpose of the proposed and approved investigation. The right of use includes the transfer of the data to the Co-Is, listed in this agreement.
5. 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.
6. The PI undertakes to clearly mark all TerraSAR-X / TanDEM-X data in such a way that DLR's copyright is plain to all, as follows: "© DLR <year of reception>". Analyzed information, irrespective of the form in which it was produced, should include a reference to TerraSAR-X / TanDEM-X as the data source.
7. 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.
8. DLR reserves the right to suspend or to terminate the delivery of TerraSAR-X / TanDEM-X data in the event that the funding of the operations and of the associated processing facilities cannot

be sustained.

9. 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.
10. The PI shall have no right whatsoever to claim for compensation or damage as a consequence of the termination decision of DLR.
11. 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 / TanDEM-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 / TanDEM-X data received exclusively for the 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 / TanDEM-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.
  - The legal validity of the user license will expire immediately if the content or scope of the agreed project changes without the prior written approval by DLR of the intended modifications.
  - For every non-authorised transmission or use of data (e.g. for commercial use) the PI shall pay compensation amounting to the price of the data under commercial market conditions and if the profit realised with the non-authorised transmission exceeds this price, a compensation amounting to the profit.
  - In any case of non-authorised 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 / TanDEM-X data with immediate effect.
  - The PI shall hold DLR harmless of any claim asserted against DLR for any unauthorised

transmission of the data.

12. DLR does not guarantee the suitability of TerraSAR-X / TanDEM-X data for the purpose of the project.
13. 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 / TanDEM-X data for any reason whatsoever, unless the damage is caused by wilful misconduct or gross negligence.

#### **COST OF THE DATA**

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

#### **REPORTING, PUBLICATION AND PARTICIPATION IN WORKSHOPS**

16. 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 / TanDEM-X data for the whole period of the proposed project.
17. The progress and accomplishment of the accepted projects will be monitored by DLR.
18. All reports shall be submitted in English and in computer readable form to be defined by DLR.
19. The PI shall report back to DLR as follows:
  - On receipt of the TerraSAR-X / TanDEM-X data delivered by DLR the PI will 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 / TanDEM-X data.
20. 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.
21. All papers, press releases, scientific publications and other publicity material resulting from the work carried out using TerraSAR-X / TanDEM-X data shall clearly state that DLR's TerraSAR-X / TanDEM-X satellite was used.
22. The PI should publish the results of the project in publications of international renown. In par-

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.

23. 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**

24. DLR as provider of data generated by a high-grade earth remote sensing system has been granted a dissemination license under the German Satellite Data Security Act. DLR is obliged to obey the provisions of this Act and of the German Satellite Data Security Ordinance.
25. 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.
26. DLR reserves the right to suspend or to terminate the delivery of TerraSAR-X / TanDEM-X data due to restrictions of national security.
27. 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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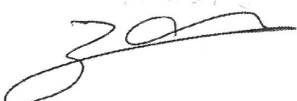
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Date: 27.09.2011  
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**LIST OF INVESTIGATORS (PRINCIPAL AND CO-INVESTIGATORS):**

Name, first name, affiliation, full address, **citizenship and signature** per Co-investigator

first name, Name,	affiliation	full address	citizenship	Signature
Philippe DURAND	Cnes	18 Av E.Belin 31401 Toulouse - France	French	
Laurence Houpert	Cnes	18 Av E.Belin 31401 Toulouse - France	French	
Fatima Karbou	Météo- France/CNRS UMR3589- CNRM	1441 Rue de la Piscine 38400 Saint Martin d'Hères- France	French	
Marie Dumont	Météo- France/CNRS UMR3589- CNRM	1441 Rue de la Piscine 38400 Saint Martin d'Hères-France France	French	
Jean-Philippe Malet	Université de Strasbourg / Unistra	5 rue Descartes Postal code: 67084 Strasbourg France	French	
Nicolas Villeneuve	Observatoire Volcanologique du Piton de la Fouanaise	15 avenue R.Cassin 97744 Saint-Denis - France	French	
Florian Poustomis	Noveltis	153 rue du Lac 31670 Toulouse - France	French	
Pierre Mouquet	SEAS-OI / Université de La Réunion	40 avenue de Soweto 97410 Saint Pierre	French	
Aline PELTIER	OVPF/IPGP	15 avenue R.Cassin 97744 Saint-Denis - France	French	
Thibault CATRY	IRD, UMR228 ESPACE-DEV	MTD 500 rue J Breton. 34000 Montpellier	French	
Jean Luc FROGER	Observatoire de Physique du Globe	Université Blaise Pascal Clermont-Ferrand,	French	

<b>Philippe Schoeneich</b>	Institut de Géographie Alpine	14 bis avenue Marie-Reynoard 38100 Grenoble	French	
<b>Xavier Bodin</b>	Laboratoire EDYTEM	Université Savoie Mont-Blanc- 73376 Le Bourget-du-Lac	French	
<b>Julien Denize</b>	IETR université de Rennes / UMR CNRS 6164	Université de Rennes 1, Campus Beaulieu - bât. 11D 263 ave. du Général Leclerc CS 74205	French	