

## **Agreement on the Use of CLC Data**

### **Conditions and Rights of Use:**

(1) The right to use the CORINE Land Cover products is given herein only for evaluation and / or further processing of the CLC data, it being understood that this further processing has to generate a clearly recognisable and independent data status in comparison to the original CLC data. Such use and further processing is permitted regardless of the fact, whether it is for non-commercial or for commercial purposes. Apart from the foregoing, simple resale of the original CLC data is explicitly forbidden.

(2) The intended field of work in which the ordered CLC products (CLC2000 and/or CLC2006) are to be used is indicated in the appropriate section of the order form.

(3) The delivering institution gives the applicant the one-time, nonexclusive, non transferable right to use the delivered data.

(4) Copying or duplicating the data is permitted only in the framework of the above declared use, i.e. for further processing of the original CLC data to generate a clearly recognisable and independent data status in comparison to the original CLC data, regardless of the fact, whether this happens for non-commercial or for commercial purposes. A transfer to third parties or any further publication of the data - without prior achieving a clearly recognisable and independent data status in comparison to the original CLC data - is not permitted. In case of envisaged co-operations and usage of the CLC data through applicant's co-operation partner, said co-operation partner has to register via online order sheet for CLC data usage prior using the data. The applicant will provide any kind of access to the data solely to his/her own employees and/or third parties in the framework of the declared objectives.

(5) The delivered data may be used only temporarily for the above declared purpose. The right of use ends when this purpose has been achieved. If applicant intends to use the ordered CLC data for other/further fields of work as indicated in the order sheet (see Section 2 above), applicant is obliged to order the CLC data once again indicating the new field of work.

(6) The applicant agrees that the user registration information can be stored in a database at DLR-DFD and used by DLR-DFD or UBA for purposes of analyzing the range of users and applications and for product development only, and is otherwise treated as confidential.

(7) The applicant will include the following reference in publications which are based on the delivered data products:

For the use of CLC2000 products: CORINE Land Cover (CLC2000); Federal Environment Agency, DLR-DFD 2004.

For the use of CLC2006 products: CORINE Land Cover (CLC2006); Federal Environment Agency, DLR-DFD 2009.

### **Liability / Warranty**

(1) The data is delivered to the applicant without any kind of warranty.

(2) Regardless of the legal basis, the applicant is liable to the delivering institution for harm caused intentionally or through gross negligence. A liability of the applicant for minor negligence exists only if essential obligations of this agreement are violated by the applicant.

(3) The delivering institution assumes no obligations on the basis of this agreement towards third parties. There is no liability of the delivering institution for any harm arising from the delivery and subsequent processing of the data products. The applicant exempts the delivering institution from any liability towards third parties.