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

between

DLR

and

**Registered Users
at the DLR Download Service for the
Geohazard Supersites**

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

The **Registered User (RU)** registering online for gaining access to the data made available for the purpose of the Geohazard Supersites and Natural Laboratories (GSNM) initiative is responsible for the use of the data downloaded according to the provisions in the license.

The **RU** agrees in transmission of his/her personal data specified during the online registration to the relevant state authority and PPP partners if necessary.

The **RU** 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 scientific research aimed at the purposes of the GEO Geohazard Supersites and Natural Laboratories initiative, i.e. broadening the understanding as a prerequisite to managing geohazards.
5. All intellectual property rights created by the **RU** in the course of the project shall belong to the **RU**. Unless compelling reasons exist to the contrary the **RU** grants **DLR**, on request, the right to use the scientific results for demonstrations purposes.
6. The **RU** 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, irrespectively 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 **RU** 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 via this download service in the event that the funding of the operations 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 **RU** 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 **RU**, who will assume full responsibility for the approved utilization of TerraSAR-X / TanDEM-X data. The **RU** shall observe the following conditions:
 - Use all TerraSAR-X / TanDEM-X data received exclusively for scientific research aimed at the purposes of the GEO Geohazard Supersites and Natural Laboratories initiative, i.e. broadening the understanding as a prerequisite to managing geohazards.
 - 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 **RU**'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-authorized transmission or use of data (e.g. for commercial use) the **RU** shall pay compensation amounting to the price of the data under commercial market conditions and if the profit realised with the non-authorized transmission exceeds this price, a 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 **RU**, the institution he represents from any further provisions of TerraSAR-X / TanDEM-X data with immediate effect.
 - The **RU** 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 **RU** 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 free of charge.
15. All costs associated with the execution of the project will be borne or secured by the **RU**.

Reporting, Publication and Participation in Workshops

16. The **RU** 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 **RU** shall keep the **DLR** informed about the status and progress of the research activities, including any publications developed from the work. The **RU** shall regularly update a public website describing his activities and progress of the Supersite. He/she shall submit a progress report describing the status of activities of research on the Supersite every two years.
20. 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.
21. The **RU** should publish the results of the project in publications of international renown. In particular the **RU** should attend and present his/her results at dedicated workshops organized by **DLR**. The **RU** 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 **RU** shall have the full rights to publish such results.
22. Any publication of the **RU** 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 **RU** 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.

National Security Regulations

23. **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.
24. The **RU** agrees in transmission of his/her personal data to the relevant state authority if necessary.
25. **DLR** reserves the right to suspend or to terminate the delivery of TerraSAR-X / TanDEM-X data due to restrictions of national security.
26. The **RU** shall keep a record of delivered products and the date of delivery. This protocol be archived for at least 2 years after the end of the project and shall be provided to **DLR** on request.