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-authorised 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-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 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.

Doc.: TX-PGS-PL-4135, Issue: 1.0, Date: 30.09.2014