

Specific Terms And Conditions For Utilisation Of The Envisat DDS In The Frame Of The “Envi-Ham” Cat-1 Project.

This document has to be submitted duly signed by the User as part of the request to take part to the “Envi-Ham” Cat-1 project.

Definitions

Agency is to be understood as the European Space Agency

User is to be understood as anyone, whether a licensed Radioamateur or person having interest in the field of radio reception, which is granted with access to the ESA distributed EO product data via the DDS, in the fame of the “Envi-Ham” Cat-1 project.

Envisat DDS is to be understood as ESA’s satellite-based dissemination system of Envisat instrument products.

“Envi-Ham” project, is to be understood as the Cat-1 project Nr. C1P.6837

“Envi-Ham” Project Coordinator is to be understood as the ESA technical contact point for all the Users.

Terms and Conditions

1. The User utilising the Agency’s Envisat DDS in the frame of the “Envi-Ham” project shall fulfil his commitments as herein specified without charge to the Agency and shall develop and provide his participation to the “Envi-Ham” project in accordance with the conditions listed in the present document.
2. Acceptance of these specific Terms and Conditions implies and includes the User’s acceptance of the “Envisat Data Policy” [1], and of the “Terms and Conditions for the Utilisation of Data under the ESA Category-1 scheme” [2] both documents not attached hereto, but known to the User and available on the ESA Web <http://eopi.esa.int/> as referred in the Annex. In particular the following points are reminded:
 - a. The User shall recognise that ESA retains intellectual property rights in the DDS distributed data.
 - b. The ESA data supplied via the DDS shall not be copied, transferred or otherwise be made available to third parties without the written consent of ESA.

In addition, and in line with the definitions therein contained, the following points shall apply and take precedence in case of conflicts:

3. Each User shall be considered as a Principal Investigator of the “Envi-Ham” project as far as obligations toward ESA are concerned. Consequently the User shall assume full responsibility for the approved utilisation of data, for the entire participation to the Project and beyond.

4. Access to the Envisat DDS data will be made available by the Agency to the User free of charge. However, all costs associated with the preparation and execution of the activities related to the use of the Envisat DDS shall be borne by the User.
5. The User declares that he currently has and expects to have for the whole period of the proposed experiment the technical infrastructure plus all logistical and manpower resources necessary to carry out the utilisation of the Envisat DDS and to participate to the “Envi-Ham” project as herein agreed.
6. The User shall not disclose or distribute to others the personal DDS parameters for the reception of the data.
7. The Agency reserves the right to modify at any time the Envisat DDS availability and products distribution. The User accepts to modify, suspend or terminate its use as requested by the Agency whenever necessary to cure malfunctions or other problems. The Agency shall make its best endeavour to notify to the User as far as possible in advance of foreseeable outages that may derive from the above-mentioned actions.
8. ESA reserves the right to terminate or suspend unilaterally the “Envi-Ham” project, for instance in case of resource conflicts with higher priority activities.
9. The User waives any claim against ESA in the event of any damage directly or indirectly arising from malfunction or interruption in the DDS transmission of data for any reason whatsoever.
10. The User will submit annual progress reports to the Envi-Ham project coordinator contacts (in Appendix), giving the current Project status and providing samples of processed data sets and / or derived information.
11. Results of the Project may be required by ESA to be published in publications of international renown and presented at dedicated workshops organised by ESA. The User shall provide on request the required contributions.
12. Any publication whatsoever resulting from work carried out using data distributed by ESA shall contain the following sentence: “Data provided by the European Space Agency”.
13. The User shall notify immediately suspension or withdraw of his participation to the “Envi-Ham” project.
14. Failing the observation of any of the Terms and Conditions above, ESA keeps the right to suspend the User from participation to the “Envi-Ham” project.

The undersigned User Mr/Mrs confirms his full participation to the CAT-1 project named “Envi-Ham”, by accepting all the specific Terms and Conditions above.

Date:
Signature:

Full User data:

Name:
Surname:
Address:
City:
Postal Code:
Country:
e-mail:
Telephone:

Appendix:

References:

[1] Envisat data Policy: http://eopi.esa.int/doc/download/envisat_data.pdf

[2] Terms and Conditions for the Utilisation of Data under the ESA Category-1 scheme: <http://eopi.esa.int/esa/esa?type=file&table=aotarget&cmd=image&id=122>

“Envi-Ham” Project Coordinator contact:

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