

Eurimage Research Club

Terms and Conditions

Definition and Basic Terms

The *Eurimage Research Club (ERC)* has been established by Eurimage with the special objective of promoting the usage of Remote Sensing data, primarily ESA satellite data, within the research community and to encourage the development of innovative techniques.

Users joining the *ERC* will be able to receive and make use of a number of

- **ERS SAR data**
- **ENVISAT ASAR data**
- **Landsat 5 TM data**
- **Landsat 7 ETM+ data**

under the following conditions:

- a) The users must be Universities or other Research Laboratories;
- b) The usage shall be non-commercial and non-operational;
- c) The data shall be used only for specific research projects such as: scientific research; development of new algorithms, products or applications; education and training;
- d) The data is to be used only for the specific approved *ERC* projects and there may be no onward transmission to Third Parties of neither the data nor any derived products, unless for what specifically agreed in the approved project;
- e) Eurimage shall be acknowledged as the data source and distributor in any publication, presentation and/or product/service derived. The Eurimage web site address will be included in the above and logo will be inserted as appropriate;
- f) Interim and final reports stating the principal results of the project shall be provided to Eurimage;
- g) A copy of any significant derived product (interim and final) shall be supplied to Eurimage as soon as available with relevant documentation.

The *ERC* offer is an internal investment of Eurimage, without any support from ESA (European Space Agency) or other organisations. This investment, in the form of discounts on data supplied, is based on the value planned to be returned by the *ERC* project in the form of demonstration of new algorithms, products and applications or other potential commercial exploitation, including a wider awareness on the use of Remote Sensing in new markets.

For ERS SAR, *ERC* discounts are applicable only to a limited number of products (between 3 and 20) archived by ESA or acquired by an ESA station.

For ENVISAT ASAR Narrow and Wide Swath data, *ERC* discounts are applicable only to a limited number of products (from 3 to 20).

For both data, larger projects will be evaluated on a case-by-case basis.

The documentation and sample products received from *ERC* Users may be used by Eurimage for promotional and demonstration purposes. In particular Eurimage may integrate these documents on its web site and/or presentations (explaining results, and quoting the organisation/researcher that carried out the study, also with hyperlinks) in order to stimulate and maximise product awareness.

Implementation

In order to apply for the *ERC* conditions the applicant shall submit to the *Eurimage Front Desk* (via fax or letter post), the *ERC Project Form* that is included in the next pages. Such Form shall be fully completed and signed by the person responsible for the project, who will guarantee the correct payment and the compliance with the *ERC* conditions. This person shall also send to Eurimage the *ERC Terms and Conditions*, duly signed for acceptance.

Eurimage will evaluate each project and, if in line with the *ERC* conditions defined, approve it. However, Eurimage reserves the right to reject the application submitted.

Any decision will be communicated as available to the applicant.

Ordering

Within the agreed *ERC* project, all orders are to be made using *the Eurimage Order Forms* by fax.

The selection of the scenes to be ordered will be done directly by the *ERC* User, under its own responsibility, therefore product rejections based on possible mistakes in ordering from the *ERC* User will not be accepted by Eurimage.

Orders will be confirmed by *Eurimage Customer Service* after having checked the availability of the data.

In all circumstances the *ERC Terms and Conditions* will apply irrespective of and supersede any other conditions which may contained in any other form submitted by the *ERC* User, which has therefore to be considered only for his own administrative convenience.

ERC Data Rejection

ERC data will be replaced according to the *Eurimage Standard Rejection Procedure*.

If the rejection is accepted, the *ERC* User will then request alternative scenes and the new production will be made with the highest priority.

ERC Discounts

ERC data shall be subject to the discount set out as follows:

- ERS SAR, ENVISAT ASAR data: **50%**
- ENVISAT ASAR planning: **5%**
- LANDSAT 5 TM and LANDSAT 7 ETM+ data: **25%**

Eurimage will grant an additional **10%** discount to *ERC* users for advance payment of each confirmed order.

Eurimage grants the above discount on the prices stated on the current *Eurimage Official Price List* (available on the web site at the following address: <http://www.eurimage.com>).

For ERS SAR, discounts are applicable only to data held in an ESA archive or in any other archives specifically listed by Eurimage.

For ENVISAT ASAR, discounts are applicable to all data in the ESA archive and planning requests.

Landsat data to be included in *ERC* projects must be used in conjunction with ERS/ENVISAT data, ordered at the same time and over the same area.

The *ERC* discount is applicable only to single scene products and not to Landsat: all 10-Year-Old data, Packages (Twin scenes, Time Series, etc), Services, special offers, etc.

All prices are at Ex-Works conditions and exclude any taxes, custom duties, insurance and delivery fees. Delivery charges will be added at each invoice, as given in the *Eurimage Official Price List*.

Payment and Invoicing

Payments for the satellite data should be made within 30 days of date of the Eurimage invoice. However, some customers (e.g. new customers) may be required to make payment in advance of dispatch.

In case of advance payment, Eurimage will issue a pro-forma invoice

Eurimage will issue the final invoices when the relevant products are shipped from Stations/Archives to the *ERC* User.

General Conditions

The *ERC* User agrees to use unenhanced data purchased at the *ERC* conditions and any derived products, only for the approved *ERC* Project purposes.

These *ERC Terms and Conditions*, including *ERC* discounts, are in addition to the *Eurimage Standard Terms and Conditions*, which continue to apply in case of conflict.

Both *ERC* and *Eurimage Standard Terms and Conditions* may be changed or modified from time to time by Eurimage without prior notice, however, these conditions will remain in force for orders received and accepted up to the time of change.

Governing Law and Jurisdiction

These *ERC Terms and Conditions* are governed by Italian Law and the *ERC* data Purchaser agrees that the Court of Rome has exclusive jurisdiction to settle any dispute relevant to or in connection with these Terms and Conditions.

Legally authorised signatory	
Organisation:	
Name:	
Position (Director or equivalent):	
Date:	Signature:



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Eurimage Research Club

Project Form

Research User		
Name:		Position:
Organisation:		
Institute:		
Address:		
Tel:	Fax:	E-mail
Web-site address:		VAT:

Project objective and description

Data usage

Addressed audience (in case of training and education use of the data)

Anticipated results (possible application values and customers)

Funding entity

Publication plans

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Product example to be delivered to Eurimage

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Project time schedule

Start:

Intermediate milestones

End:

Expected date for final results (when copy of the final results and products can be supplied to Eurimage):

Support staff

	Name	Qualification	Months on project
1			
2			
3			
4			
5			
6			

Other research entities involved

Permanent equipment (type of hardware and software at disposal of project)

Data volume			
	Product	Quantity	Expected Order Time
ERS SAR			
ENVISAT ASAR			
LANDSAT			

Other data used (other mission, topographic maps, ground thruth, etc.)

Legally authorised signatory	
Organisation:	
Name	
Position (Director or equivalent)	
Date	Signature: