

SPECIFIC COOPERATION AGREEMENT
WITH
CENTRE NATIONAL D'ETUDES SPATIALES
("CNES")

The Centre National d'Etudes Spatiales (the French space agency), a public, scientific and technical establishment with an industrial and commercial vocation, governed by the provisions of articles L.331-1 to L. 331-8 of the French Research Code, located at 2, place Maurice Quentin, 75039 Paris Cedex 01, France, Hereinafter referred to as "CNES",

And

Laboratory name :

Laboratory address :

the foreign scientific research laboratory willing to use Pléiades data in the framework of the ISIS programme, accepting the terms and conditions of this Specific Cooperation Agreement, Hereinafter referred to as the "Laboratory",

Hereinafter referred to individually as "the Party" and collectively as "the Parties",

CONSIDERING the agreement between the Government of France and the Government of Italy relating to cooperation on Earth observation, signed on 29 January 2001 in Turin and entering into force on 1 September 2004, anticipating the implementation of a dual optical-radar observation system for Defence, institutional users and the commercial market;

WHEREAS, for satisfying institutional or commercial needs, the intergovernmental agreement stipulates that each Country shall designate a civil operator responsible for providing an interface with users, for system planning via the civil channel and for promoting and distributing the data obtained;

WHEREAS, through decree No. 2004-1395 of 20 December 2004 in application of article VIII of the aforementioned intergovernmental agreement, CNES is responsible for the design, production and operation of the Pléiades optical component of the dual Earth observation system;

WHEREAS Airbus DS Geo SA (hereinafter "Airbus DS"), a French Société Anonyme, is the civil operator, and has been entrusted by CNES, via a Public Service Delegation agreement (hereinafter designated "DSP"), effective from 15 January 2008, the operation of the Pléiades satellites;

WHEREAS the DSP defines Institutional Users of Category 1 to whom the civil operator shall supply services as, in particular, the authorised institutional users in the framework of specific cooperation agreements concluded with CNES, limited to institutional organisations for non-commercial services that may not give rise to commercial activity;

WHEREAS the category 1 specific cooperation agreements are the responsibility of CNES;

WHEREAS the ISIS programme, open to European laboratories and higher education institutes, aims at promoting the use of SPOT (1 to 5) satellite images among the scientific community, by enabling the latter to acquire satellite data at preferential rates;

WHEREAS, with the aim of promoting the interest of the scientific community benefiting from the ISIS programme in the Pléiades data, CNES and the civil operator have put in place a programme encouraging scientific use extended to the Pléiades images entitled "ISIS – Pléiades" and have agreed, through an agreement signed on 20th June 2016, on the conditions of access for European scientific laboratories belonging to the ISIS programme scientific community to the Pléiades images at preferential rates (hereinafter referred to as the "Agreement");

The Parties have agreed as follows:

Article 1 – Purpose

The purpose of this Specific Cooperation Agreement is to define the terms and conditions whereby CNES grants to the Laboratory the benefits of being included among the Authorised Institutional Users of Category 1 of the DSP for the purpose of accessing, exclusively in the framework of the ISIS programme, to the Pléiades data under preferential conditions.

Acceptance of this Specific Cooperation Agreement shall determine the right of the Laboratory to be granted, by the civil operator, a licence to use the Pléiades images in the framework of the ISIS programme (hereinafter the "Licence").

Article 2 – Undertakings

CNES grants the Laboratory, and the latter duly accepts, the right to be assimilated to the Authorised Institutional Users of Category 1 of the DSP, and thus to benefit from the preferential conditions of access to the Pléiades data. Such access in the framework of the ISIS – Pléiades programme is moreover conditional on the Laboratory undertaking, vis-à-vis the civil operator, to sign the Licence.

The Laboratory may only benefit from such conditions in its capacity as a public institutional scientific laboratory. Therefore, it may only benefit from the Licence for its own specific needs only for non-commercial services, and under the conditions of ISIS – Pléiades programme eligibility. The rights granted to the Laboratory shall not give rise to any commercial activity whether linked directly or not to the Pléiades data.

Article 3 – Extent of granted rights

The user rights granted by the civil operator to the Laboratory shall be defined in the Licence, which itself shall apply the preferential conditions of the Pléiades DSP, of the operational agreement and of the Agreement. To this end, the granted Licence shall enable the Laboratory:

- to use the products generated by the Pléiades system (hereinafter "Protected products"), including the right to process said Protected products with the purpose of producing other Protected products along with the right to produce products derived from the Protected products and to use said derived products;
- to produce paper printouts and screenshots of extracts of Protected products measuring 1024x1024 pixels, subject to compliance with the same rules of use as with the derived products. The following credit shall be included on the extracts: "PLEIADES © CNES, (year of acquisition), distribution Airbus DS ".

The Licence shall include the right to exchange or distribute Protected products free of charge only with the laboratories of the ISIS community, subject to compliance with the limits of use stipulated in the Licence and subject to any third-party rights, including those of the civil operator. Excluding these cases, the Laboratory is not authorised to distribute, sell, lease or transfer, free of charge or in return for payment, image telemetry data, standard products or Protected products.

Article 4 - Settlement of disputes

Any dispute linked to the interpretation or implementation of this Specific Cooperation Agreement shall be settled amicably by the designated representatives of the Parties.

Failing any settlement after a period of two (2) months from the date of notification of the dispute by the Party that first signalled the dispute, the dispute shall be referred to the competent courts of Paris.

Article 5 – Amendment, entry into force, term, termination

This Specific Cooperation Agreement may be amended at any time by written agreement between the Parties.

This Specific Cooperation Agreement shall enter into force on the date it is signed by the Parties and remain in force for a period of three (3) years, or until termination of the Agreement, whichever event occurs first.

This Specific Cooperation Agreement may be terminated at any time in writing by either Party, subject to compliance with a notice period of six (6) months. Under such circumstances, the Parties shall take the necessary measures to limit the negative impacts associated with the subsequent termination of the Licence granted by the civil operator to the Laboratory.

The agreement shall also be terminated without prior notice in the event of non-compliance by the Laboratory with the conditions described in this Specific Cooperation Agreement, with the Licence granted to it by the civil operator, or with the conditions of access to the ISIS programme.

Date:

For the Laboratory:

Position of the Signatory:

For the CNES:

Position of the Signatory:

Date: