



DINAMIS Charter

Dispositif Institutionnel National d'Approvisionnement Mutualisé en Imagerie Satellitaire*

* National structure for shared procurement of satellite imagery

October 2021

CONTENTS

FOREWORD	3
CHARTER PROVISIONS.....	4
Article 1. DINAMIS products, tools and services.....	4
Article 1.1 - Image products	4
Article 1.2 - Tools and Services.....	4
Article 2. Eligibility and subscription conditions for DINAMIS authorized users.....	6
Article 2.1 - French public entity	6
Article 2.2 – Non-French scientific entity based abroad.....	6
Article 2.3 - Private-law entity or non-profit association based in France.....	7
Article 3. Rules governing the use of DINAMIS products and services	7
Article 3.1 - General rules applicable to all DINAMIS authorized users	7
Article 3.2 - Rules applicable to Partners or Contractors operating on behalf of a French public authorized user	8
Article 3.3 - Specific provisions applicable to non-French scientific laboratories or institutions based abroad	9
Article 3.4 - Accessing DINAMIS products and services.....	9
Article 3.5 - Copyright information to be included in all documents exploiting DINAMIS data	9
Article 4. Validity, changes and claims	10
Article 4.1 - Validity.....	10
Article 4.2 - Changes.....	10
Article 4.3 - Claims	11
Article 5. Provisions in the event of DINAMIS being shut down	11
I. ANNEXES	12
Annex 1 SPOT 6-7 licence	13
Annex 2.....	14
French institutional authorized users	14
List of eligible entities.....	14
Annex 3 Pleiades licence	17

FOREWORD

DINAMIS—for *Dispositif Institutionnel National d’Approvisionnement Mutualisé en Imagerie Satellitaire**—centralizes access to high- and very-high-resolution satellite imagery for numerous non-commercial users in France. Its goal is to facilitate such access and further uptake of data in the public sphere from satellite-based systems. It is aimed chiefly at French scientific and non-scientific public-sector stakeholders, and foreign scientific partners, as well as private stakeholders engaged in R&D or offering services to French public-sector stakeholders.

* National structure for shared procurement of satellite imagery

Its **vocation** is to share procurement costs and resources for distributing satellite datasets for the public sector, particularly commercial data.

Its **users** come from national and international scientific communities, institutional stakeholders in France (mainland and overseas territories), private stakeholders (under certain conditions) and national non-profit associations.

Its **goals** are to support development by its user communities of products or services generated from extraction, analysis and management of spatial information derived from satellite Earth imagery. To this end:

- Requests for very-high-resolution (VHR) satellite imagery can be submitted through a dedicated [DINAMIS Application](#)
- VHR and HR image products are distributed via a [DINAMIS Catalogue](#) to national and international scientific communities, national public stakeholders and national private stakeholders (under certain conditions)
- A user web portal publishes news and useful information, supports partnerships, and so on

Its **resources** are devoted to procuring VHR satellite imagery products covering France and regions of interest around the globe, and to sustaining tools and services for users. DINAMIS is **open** to any new institutional or private partner interested in its approach that wishes to contribute to it. A glossary of terms to help understand this charter is provided at the end of this document.

This charter **sets** rules for how DINAMIS operates and **specifies** rights and duties for those using its services.

For more information, go to www.dinamis.data-terra.org

CHARTER PROVISIONS

Article 1. DINAMIS products, tools and services

Article 1.1 - Image products

The DINAMIS Catalogue affords access to a broad bouquet of complementary satellite imagery, chiefly but not exclusively covering France's national territory:

- Very-high-resolution (VHR) archive optical Pleiades and SPOT 6-7 imagery of France and regions of interest around the globe, and radar products from the GEOSUD and Kalideos catalogues (CosmoSkyMed, TerraSar-X, ALOS-2)
- High-resolution (HR) archive optical SPOT 1 to 5 imagery of France and regions of interest around the globe (CNES Spot World Heritage programme), Sentinel-2 World imagery (CNES PEPS platform) and RapidEye image of mainland France (GEOSUD archives)
- Fresh imagery from:
 - SPOT 6-7
 - Annual IGN* coverages of mainland France registering with the RGE® national basemap
 - * National mapping, survey and forestry agency
 - Ad-hoc acquisitions of regions of interest in France and around the globe via the DINAMIS image-tasking application
 - Pleiades: ad-hoc acquisitions of regions of interest in France and around the globe via the DINAMIS image-tasking application and corresponding orthoimages, registering with the RGE® national basemap
 - Sentinel-2: as per Sentinel-2A and Sentinel-2B acquisitions (raw imagery)
 - SPOT 1 - 5 archive imagery: as per releases by the SWH programme

Article 1.2 - Tools and Services

DINAMIS provides access to tools and services on line via its web portal (www.dinamis.data-terra.org) and VHR satellite data hosting infrastructures.

DINAMIS services notably provide:

1. Searching of satellite datasets of interest from the bouquet available through the DINAMIS Catalogue

2. Downloading of these data using the Catalogue's advanced features
3. Personalization of search filters that can be saved in a dedicated environment in the Catalogue
4. Annual coverages of mainland France acquired by SPOT 6-7 to standards guaranteed by IGN (acquisition plane, geometry) downloadable in RGE® basemap-accredited formats via the Catalogue
5. The ability to submit via the DINAMIS tasking application requests for Pleiades and/or SPOT 6-7 commercial imagery not covered by Catalogue archive imagery: this includes ordering archive imagery and/or tasking of fresh acquisitions

DINAMIS processes requests submitted via the tasking application in terms of:

- Technical feasibility
- Whether they fit the request's objectives
- Whether they square with DINAMIS's founding principles
- Resources allocatable to the request

DINAMIS informs the user of their request's status and, where applicable, executes the operations required to service the request, with no formal guarantee that it will be met. All imagery acquired in this way is added to the shared DINAMIS Catalogue.

Such so-called 'basic' DINAMIS services are provided to eligible users free of charge. Only searching and visualization of image products are accessible via the Catalogue to the wider public.

Basic DINAMIS services are constrained by the operating costs borne by the Partnership members, within the limits of funding allocated for this purpose.

DINAMIS shall in no way be held liable should these services be interrupted or malfunction.

Institutional stakeholders wishing to contribute financially to the DINAMIS Partnership are invited to get in touch with the DINAMIS Executive Bureau¹.

Institutional stakeholders eligible for DINAMIS who would like to benefit from specific services not covered by the basic service package are invited to get in touch with the DINAMIS Executive Bureau in order to study possible personalized solutions tailored to their needs.

¹ Composed of representatives from the DINAMIS Steering Committee. The Executive Bureau can be contacted via the Contact page on the DINAMIS website.

Article 2. Eligibility and subscription conditions for DINAMIS authorized users

Any entity belonging to at least one of the three categories listed below may be granted the status of 'authorized DINAMIS user'².

The status of authorized DINAMIS user is acquired by signing the DINAMIS subscription form, after reading and approving this charter.

This status applies to the use of products and services associated with commercial products that DINAMIS distributes or acquires, i.e.:

- Pleiades, SPOT 6-7, RapidEye, TerraSar-X, CosmoSkyMed and ALOS-2 products
- Services for downloading these products, ordering Pleiades and/or SPOT 6-7 archives and requesting tasking of the Pleiades and/or SPOT 6-7 satellites

It does not apply to the use of non-commercial products distributed by DINAMIS, i.e. SPOT-1 to 5 imagery from the SWH programme and Sentinel-2 imagery from the Copernicus programme.

Article 2.1 - French public entity

- Any French public body or institution, government department, government agency or local authority
- Any French scientific institution based abroad (public scientific research agencies, universities)
- Any private-law entity or non-profit association located in France and officially mandated by a French public stakeholder to provide a service or accomplish a public service mission in France, or proposing a research and development project

Refer to annex 02 for the full list of eligible public entities.

Partners or Contractors operating on behalf of a French public entity recognized as an authorized user should refer to Article 3.2 below.

Article 2.2 – Non-French scientific entity based abroad

Any non-French scientific laboratory or institution based abroad.

Refer to the special provisions applicable to Category 2 authorized users in Article 3.3 below.

² *Category 1 of Pleiades public service delegation for the ISIS programme, authorized institutional users under IGN Pleiades public service delegation, authorized GEOSUD user.*

Article 2.3 - Private-law entity or non-profit association based in France

Private-law entities or non-profit associations based in France, proposing an R&D project or officially mandated to perform a public service mission or provide a service for a public stakeholder that has subscribed to DINAMIS.

- A copy of the R&D project must be furnished to DINAMIS
- Prior approval must be obtained from data suppliers for SPOT 6-7
- The entity or association shall cease to be a subscriber at the end of their project or mission

Article 3. Rules governing the use of DINAMIS products and services

Article 3.1 - General rules applicable to all DINAMIS authorized users

In signing this charter, the eligible entity hereby undertakes to abide by the general rules governing DINAMIS and to ensure they are heeded by all of its members, partners or contractors.

Each satellite data product distributed by DINAMIS comes with a licence setting out its authorized uses. A prior undertaking to abide by the terms of the licence must be formally made through:

- A single signature of the SPOT 6-7 licence in annex 01 below by the person representing the entity
- An electronic signature for each Pleiades product downloaded by holders of personal accounts attached to the entity's account
- An ad-hoc signature—where applicable—for other commercial products distributed by DINAMIS: RapidEye, CosmoSkyMed, TerraSar-X and ALOS-2 licences downloadable from the DINAMIS website (www.dinamis.data-terra.org)

In all cases, DINAMIS authorized users shall guarantee that products are used correctly by their members, and by the Partners or Contractors to which they have sent DINAMIS products, via a formal undertaking. They shall also guarantee that the good practices set out herein and the terms of licences are applied.

If a DINAMIS authorized user wishes to use a DINAMIS product outside the terms and conditions set out in the product's licence, they may submit a request to do so. The request must detail the rationale for this to allow DINAMIS to check with the product supplier. It will then process the request and inform the authorized user of its decision.

DINAMIS is a public structure and all information relative to its use—who uses it, what products they use, when and what for—is in the public domain and will be recorded in

annual reports. However, a contributor or user may exceptionally submit a prior request to maintain confidentiality to DINAMIS.

DINAMIS services may evolve (through adaptive maintenance of tools), as may the composition of its product portfolio. DINAMIS users will be duly informed of any such update via the News section of the DINAMIS website or by e-mail.

Should a DINAMIS authorized user's status change in such a way that it is no longer eligible as defined by DINAMIS, the user shall give DINAMIS one month's notice of said change. It shall undertake not to use products until it has informed DINAMIS of the new provisions attached to its new status.

Signatories to this charter shall remain free to purchase satellite imagery with no obligation to DINAMIS.

Article 3.2 - Rules applicable to Partners or Contractors operating on behalf of a French public authorized user

- Private stakeholders or non-profit associations partnering a scientific project led by a DINAMIS authorized user may access SPOT 6-7 and Pleiades products through DINAMIS for the duration of the project:
 - For Pleiades, the Contractor must sign the Pleiades licence (**annex 03**) for every new product received.
 - For SPOT 6-7, the formal undertaking in **annex 04** and the SPOT-6-7 licence must be signed.
 - The authorized user shall provide a copy of all or part of the Project Agreement to DINAMIS on request.

- Private stakeholders or non-profit associations based in France mandated by a DINAMIS authorized user may access SPOT 6-7 and Pleiades products through DINAMIS for the purposes of the service provided:
 - For SPOT 6-7, the formal undertaking in **annex 05** and the SPOT-6-7 licence must be signed.
 - For Pleiades, the Contractor must sign the Pleiades licence (**annex 03**) for every new product received.
 - DINAMIS may ask the authorized user for proof of the service mandate.

Article 3.3 - Specific provisions applicable to non-French scientific laboratories or institutions based abroad

Non-French scientific laboratories or institutions based abroad may access the DINAMIS Catalogue and its data download services, but not its archive ordering or fresh image tasking services.

DINAMIS may amend these specific provisions at any time. Users will receive prior notice of any such amendments.

Article 3.4 - Accessing DINAMIS products and services

Authorized users shall designate a DINAMIS point of contact.

- The point of contact will inform DINAMIS with regard to any issue or difficulty encountered by its members, partners or contractors in accessing products or services.
- They shall keep members informed about DINAMIS and the rights and duties attached to their status as authorized user.
- They shall compile and maintain a list of members accessing DINAMIS interfaces.
- They shall validate on behalf of their entity personal accounts created on DINAMIS interfaces.
- Members on this list will be given individual login parameters to connect to DINAMIS online tools and access DINAMIS products and services.
- All login parameters provided to enable the entity to connect to DINAMIS (entity's account and members' personal accounts) are strictly non-transferable and confidential, and shall not under any circumstances be transmitted or communicated in any form to third parties.
- Archive orders or tasking requests may be submitted by the entity's point of contact or by any member with a personal account.

Article 3.5 - Copyright information to be included in all documents exploiting DINAMIS data

Any publication or exploitation in any form of DINAMIS data by the user must legibly and visibly include the following language:

“Data from DINAMIS, funded by CNES, CNRS, IGN, IRD, INRAE and CIRAD.”

Where reproducing extracts of SPOT 6-7 or Pleiades imagery for illustration purposes, the following language must be included:

For Pleiades: “Copyright ADS-CNES, *date*. *Date* : *xx/xx/xxxx*. Produced by DINAMIS.”

For SPOT 6-7: “Copyright ADS, *date*. *Acquisition date*: *xx/xx/xxxx*. Produced by DINAMIS.”

For more details on creating user accounts, see the DINAMIS website (www.dinamis.data-terra.org)

Article 4. Validity, changes and claims

DINAMIS makes every effort possible to ensure a continuous, high level of operational service for users. It provides user support to resolve technical difficulties encountered and keeps user communities informed via its website of any change to how DINAMIS data and services are accessed.

Article 4.1 - Validity

This charter shall be effective from the date the subscription form is signed for one year, tacitly renewed each year on this date, for as long as DINAMIS continues to operate.

Should the authorized user decide not to renew their subscription, they shall inform DINAMIS on the anniversary renewal date.

In this case, the authorized user and its members shall return all commercial products (SPOT 6-7, Pleiades, RapidEye, CosmoSkyMed, TerraSar-X, ALOS-2) obtained through DINAMIS and destroy any copies it holds thereof.

Article 4.2 - Changes

DINAMIS reserves the right to amend the terms of this charter and the data-sharing rules herein.

Should a new charter become effective, users will be informed as soon as possible.

In this case, authorized users will retain all rights pertaining to the use of products acquired via DINAMIS prior to the date on which a new charter comes into effect, as defined in the subscription form signed, with the exception of special cases that may be detailed in specific articles in the new charter.

Article 4.3 - Claims

DINAMIS reserves the right to restrict access to and use of products and services that it distributes, or to withdraw the status of authorized user with immediate effect in the event of a failure to comply with the terms of the charter or licences associated with DINAMIS products.

All claims arising out of the interpretation or implementation of the provisions of this charter shall be settled amicably between the user and DINAMIS.

If a claim has still not been settled within two (2) months of notice being given by either party, it shall be referred to the competent courts.

Article 5. Provisions in the event of DINAMIS being shut down

The DINAMIS data-sharing structure serves a national public mission and is therefore intended to be permanent.

Should it shut down, change operator or cease to exist in its current form, measures will be taken to:

- Ensure that the rules pertaining to the use of each product are complied with
- Define authorized users' rights with respect to products beyond the shutdown

I. ANNEXES

Annex 1: SPOT 6-7 licence

Annex 2: French institutional authorized users - List of eligible entities

Annex 3: Pleiades licence

Annex 1
SPOT 6-7 licence

Annex 2

French institutional authorized users

List of eligible entities

1. Central and devolved government agencies and departments

- Ministries
- Regional and departmental services

2. European Commission Departments

3. Local authorities

- Regional Councils and their agencies and offices, operating to fulfil their public service missions
- Departmental Councils and their agencies and offices, operating to fulfil their public service missions
- Borough, City and Town Councils

4. Public research and education bodies

- Public scientific and technical bodies, operating to fulfil their public service missions, for services not competitively procured
- Primary and secondary schools
- Universities and higher education bodies, operating to fulfil their teaching and research missions
- Other public bodies overseen by the Ministry of Research and Higher Education, operating to fulfil their public service missions, for services not competitively procured
- Public research and training laboratories, laboratory federations and doctoral schools attached to such bodies

5. Public bodies outside the fields of research and education

- Government bodies and their regional and departmental branches, operating to fulfil their public service missions, for services not competitively procured
- Public inter-borough cooperation bodies
- Public administrative bodies
- Public industrial and commercial bodies, operating to fulfil their public service missions, for services not competitively procured
- Public territorial bodies, operating to fulfil their public service missions, for services not competitively procured

6. Miscellaneous organizations and associations

- Regional and departmental consular bodies
- Certified non-profit organizations operating in the public interest (chartered associations, unions, professional federations, offices, firms and agencies) and for services not competitively procured
- Authorized users working for European INTERREG projects
- French authorized users based in overseas territories (Martinique, Guadeloupe, Réunion)
 - French Guiana is a special case that will have its own direct receiving station
- Scientific authorized users from foreign public bodies: access to shared DINAMIS SPOT 6-7 archive products only, subject to prior signature of a specific DINAMIS cooperation agreement
- Private entities fulfilling a public mission or delegated public service, strictly within the scope of this mission
- Private entities carrying out R&D activities after receiving prior written consent from Airbus Defence & Space (ADS).
- For Copernicus, the European Space Agency (ESA) has put in place with imagery suppliers a mechanism for procuring satellite data (Copernicus Contributing Missions). For European projects managed through this mechanism, SPOT 6-7 archive imagery is accessible to institutional stakeholders from European Union member states on one condition: French authorized users contributing to such projects and only these projects must go through this mechanism to procure SPOT 6-7 imagery under the specific terms and conditions of the data and licence policy that apply to Copernicus Contributing Missions, and more specifically to previously delivered SPOT 6-7 data. However, should ESA not grant any of the images requested or only a part thereof, or grant licence conditions that do not cover the French institutional authorized user's needs, ADS shall propose new acquisitions or licence extensions could be authorized through the DINAMIS-SPOT 6-7 DRS on a case-by-case basis by ADS, after jointly qualifying the request with the DINAMIS-SPOT 6-7 DRS.

At any event, access to the Products shall be conditional on prior written consent from ADS in the following situations, which will be dealt with on a case-by-case basis:

- Tasking requests for any European project other than those listed above
- Tasking requests from French authorized users based abroad
- Requests to access shared DINAMIS SPOT 6-7 archives from a foreign scientific stakeholder, after subscribing to DINAMIS (under the terms of the former "specific cooperation agreement") and submitting them to ADS for approval
- In general, any sharing of data by a member of the consortium and/or an authorized user with an institutional stakeholder based abroad

In the specific case of the South Pacific (New Caledonia, French Polynesia, Wallis & Futuna), French institutional authorized users will access data through Airbus's distribution network.

ADS shall inform DINAMIS of all imagery requests from its distributor for these institutional



authorized users.

These authorized users' scope may be extended by an amendment to the framework agreement.

Annex 3

Pleiades licence