



PRISMA General conditions for the provision of products, License and Project Form to be compiled by the user

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None

## **1. SCOPE AND PURPOSE**

### **1.1 SCOPE**

This document contains the General conditions for the provision of PRISMA products, the Data License and the Project Form to be compiled by the user.

### **1.2 PURPOSE**

Access to PRISMA mission data requires that the user register him/herselves through the PRISMA portal and compile and accepts the General conditions for the provision of PRISMA products and the PRISMA License. This can be done downloading the General conditions for the provision of PRISMA products and the License, which together define the terms and conditions for the access and usage of PRISMA data, reading them and compiling all the fields required in the Project Form, including personal information about Affiliated Users and Contractors/Consultants.

## **2. APPLICABLE AND REFERENCE DOCUMENTS**

### **2.1 APPLICABLE DOCUMENTS**

The PRISMA data policy presented here is based on the following documents at their latest revision and date of issue.

- [AD1] ASI's board of directors decision number #120 of 20/12/2019
- [AD2] Document CI-UOT-2019-126 Issue: 1 Rev. A Date: 22/10/2019 (POLITICA dei dati della MISSIONE PRISMA per la Fase 1 e correlato standard di condizioni di accesso ai Prodotti e licenza d'uso) and related document containing the english translation

### **2.2 REFERENCE DOCUMENTS**

- [RD-1] NA

### 3. ACRONYMS AND DEFINITIONS

#### 3.1 ACRONYMS

Acronym	Meaning
ASI	Italian Space Agency
BOA	Bottom Of Atmosphere
CAL	Calibration
CAS	CNM Access System
CNES	Center for Space Studies (French)
CNM	Centro National Multimissione
DLR	German Aerospace Center
EO	Earth Observation
FDS	Flight Dynamics System
GS	Ground Segment
HDF	Hierarchical Data Format
HYP	Hyperspectral
IDHS	Image Data Handling Segment/Center
MCC	Mission Control Center
MPS	Mission Planning System
NA	Not Applicable
OT	Earth Observation
PAN	Panchromatic
PRISMA	Hyperspectral Precursor of the Application Mission
SCC	Satellite Control Center
SCS	Satellite Control System
SSO	Single Sign-On
SWIR	Shortwave Infrared
TOA	Top Of Atmosphere
UIS	User Interaction Subsystem
VAL	Validation
VNIR	Visible and Near-Infrared

#### 3.2 DEFINITIONS

<b>Contractors and Consultants</b>	Natural and legal persons, other than the User and/or the Affiliated Users, that the User intends to avail itself of for the use of the PRODUCT.
<b>Original PRODUCT</b>	Hereinafter also referred to as the "PRODUCT"; it consists of the Level 1, 2B, 2C, 2D PRISMA System Product (containing the hyperspectral multi-band image and the panchromatic single-band image), made available to the User under the terms of the present General Conditions in HDF5 format.
<b>Ancillary Data</b>	Technical information related to the PRISMA system, included in the Original PRODUCT.
<b>Purposes of Use</b>	Purposes for which the PRODUCT can be used, falling within one or more thematic areas that the User will declare at the time of requesting the registration to the PRISMA system and selected among those listed by ASI.
<b>User</b>	The natural or legal person receiving and using the PRODUCT, in compliance with the terms specified in these General Conditions, and thus becoming the License to use holder.
<b>Affiliated User</b>	The natural or legal person who shares the use of the PRODUCT with the User within an activity jointly carried out.

<b>Use</b>	The use of the PRODUCT that includes PRODUCT installation, visualization, copying, processing, printing, via web transmitting/receiving and storing in computers or in other devices.
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*Table 3-1 Definitions*

## **4. GENERAL CONDITIONS FOR THE PROVISION OF PRISMA PRODUCTS**

### **4.1 THE USER REGISTRATION**

The delivery of the PRODUCTS is subject to the User registration on the PRISMA portal. The registration procedure shall require the User to (a) register itself by providing its personal data; (b) declare the Purposes of Use of the PRODUCT and (c) fill in the Project Form, including also the personal data of any Contractor or Consultant and Affiliated User. Following the registration procedures, a specific account will be assigned to the User. All personal data provided by the User shall be electronically stored by ASI, by the ASI contractors that implement the operational activities of the PRISMA system in the name and on behalf of ASI, including the user support; all personal data provided by the User shall be processed by the relevant national competent authorities. By requesting the PRODUCTS, the User acknowledges the characteristics of the PRODUCTS and the restrictions to which their provision and use may be subject to, as specified in these General Conditions and in the attached License to Use.

### **4.2 LOG-IN CREDENTIALS**

The authorization to access to the PRISMA system is obtained when the system sends to the User the login credentials to be used for the assigned account.

### **4.3 LIMITATION OF WARRANTY**

The PRODUCTS are complex in nature and therefore ASI shall in no way guarantee that the PRODUCTS are free from any errors, anomalies or imperfections. The User acknowledges the foregoing and accepts that under no circumstances and any reason whatsoever, ASI shall be held liable for any damage, loss of data or whatever else, caused by the above-mentioned anomalies, errors or imperfections. By acknowledging the peculiarity and complexity of the PRODUCTS, the User accepts this ASI disclaimer of warranty.

### **4.4 PROCESSING OF PERSONAL DATA**

All personal data provided by the User, shall be processed, also electronically, in accordance with the provisions of the applicable laws, and in particular, the EU Regulation 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data. Personal data and information provided by the User are processed for a maximum period of 15 years, at the end of which they are destroyed by ASI and/or the industrial contractors - specifically appointed by ASI as *Data Processors* pursuant to art. 28 of the aforementioned European Regulation - which carry out the operational activities of the PRISMA System and the user support in the name and on behalf of ASI. The purposes of the data processing are institutional and non-commercial and are the following: a) to allow the supply and management of the PRISMA system services (e.g. account management, request for acquisitions and PRODUCTS, supply of information on the PRISMA system and its status); b) to enable the relevant national authorities to perform their functions and duties in compliance with the applicable legislation; c) to pursue advertising and promotion of the use of the PRISMA system and its PRODUCTS. The personal *data Controller* shall be ASI, via del Politecnico s.n.c. Roma. Interested parties may contact the *Data Protection Officer* (e-mail [rpd@asi.it](mailto:rpd@asi.it)) to exercise the rights granted to them by Chapter III of the EU Regulation 2016/679.

### **4.5 FORCE MAJEURE**

The User hereby acknowledges and accepts that the competent national authorities reserve the right to inhibit the availability of some PRODUCTS. Therefore, the User expressly accepts that the delivery of the PRODUCT may be prevented by the aforementioned inhibiting measures, and in no event ASI shall be held liable.



## **4.6 APPLICABLE LAW AND DISPUTES RESOLUTIONS**

These General Conditions for the delivery of the PRODUCTS, the attached License to Use as well as any other circumstances pertaining or relating to them, shall be governed by the Italian law. The Parties undertake to solve amicably any possible dispute relating to the interpretation and/or application of the General Conditions for the Supply of the PRODUCTS and the attached License to Use. Any dispute that cannot be settled amicably by the Parties shall be referred uniquely to the Court of Rome.



## 5. LICENSE TO USE

### Article 1 - Parties to the License

On the one side, the Agenzia Spaziale Italiana (Italian Space Agency - hereinafter also referred to as “ASI”), whose registered office is located in Via del Politecnico, s.n.c., 00133 Roma, and on the other side, the natural or legal person that required the access to the PRISMA system through the registration on the dedicated portal, hereinafter also referred to as the “User”.

### Article 2 - Object of the License to use

All the definitions contained in the General Conditions shall constitute an integral part of this License to Use. This License to Use confers to the User a non-exclusive right to use the PRODUCT, for the Purposes of Use stated in the registration process, in accordance with this License to Use and the terms specified below. By accepting this License to Use, the User accepts the limitations on the use of the PRODUCTS provided for herein. The User is responsible for ensuring the compliance with the terms and conditions of this License also by any Contractors and Consultants as well as by any Affiliated Users. Contractors and Consultants shall not be authorized to keep copies of the PRODUCTS nor to further use the PRODUCTS once they have completed their contractual or consultancy activities. After the PRODUCT delivery, ASI hereby reserves at any time the right to ask information concerning the PRODUCT utilization, ensuring confidentiality of the information provided by the User. The User, the Affiliated Users and the Contractors and Consultants shall not disclose, reproduce, transfer or make in any way available to third parties the information and any ancillary data supplied by ASI together with the PRODUCT. The transfer in whole or in part of this License to Use or any of the hereto-related rights or granting of sub-licenses or similar assignments to third parties is explicitly prohibited, without the prior written consent of ASI.

### Article 3 - Intellectual Property Rights

The PRODUCTS referred to in this License to Use are property of ASI. The PRODUCTS are protected by the Italian and international copyright laws; moreover, raw data acquired by the PRISMA satellite or anyway stored in the ASI archives, are protected by the regulations concerning database protection under Directive EU 96/9 dated 11<sup>th</sup> March 1996, adopted in the Italian law system by the Legislative Decree no. 169 dated 6<sup>th</sup> May 1999. The User hereby acknowledges the ASI copyright over the PRODUCTS and commits itself to reproduce the copyright notice irrespective of the supporting device of the PRODUCT, as follows:

**“PRISMA Product - ©ASI - Agenzia Spaziale Italiana - (year of acquisition). All rights reserved”.**

Within the limits of its own business, the User hereby guarantees the respect of the ASI's intellectual property rights over the PRODUCTS and commits itself to notify promptly in writing to ASI of any unlawful use, including that of third parties, of the PRODUCTS supplied and processed under the terms of this License to Use.

### Article 4 - Permitted Uses

Under the terms of this License, the use of the PRODUCT is allowed only for the Purposes of Use, stated by the User during the registration process and may consist in carrying out scientific research, research and development of new applications and/or innovative prototype or pre-operational services experimental/demonstrative activities, as well as tests, studies, analyses, for non-commercial use only and in one or more Thematic Areas listed in the PRISMA license. The PRODUCT may be used by the User, its employees as well as by those Contractors and Consultants and by the Affiliated Users, for the sole purpose of pursuing the Purposes of Use. Such natural or legal persons shall not acquire, as a result of their activities, any further right to use the PRODUCT other than those necessary to pursue the aforementioned Purposes of Use. The User and the Affiliated Users undertake to inform ASI as soon as new products, applications or services to which intellectual property rights may be associated, are developed in connection with the use of the PRODUCT. Where applicable, the User and the Affiliated Users are authorized to mention their copyright on the data and information obtained as a result of the use of the PRODUCT for the aforementioned Purposes of Use through the following notice:

*Data/Information generated by ... under an ASI License to Use; Original PRISMA Product - © ASI - (year of acquisition).*

The User and the Affiliated Users shall be authorized to copy the PRODUCT only to achieve the Purposes of Use. The User and the Affiliated Users shall be authorized upon information to ASI to (i) publish the PRODUCT, without the Ancillary Data, on their website in jpeg or gif format, or (ii) to print it in hard copy for promotional

purposes. In these cases, they undertake to mention the ASI's copyright on the PRODUCT, in accordance with the provision of Art. 3 of this License to Use.

#### **Article 5 - Prohibited Uses**

Any use of the PRODUCT other than those authorized by this License to Use shall be prohibited. In particular:

- (a) The User shall not reproduce, make available, disclose or distribute PRODUCTS to any third party, except as provided for in Art. 2 and Art. 4 of this License to Use or under explicit authorization by ASI;
- (b) No use for commercial purposes of the PRODUCT or of any derived product is allowed under the present License to Use;
- (c) It is not permitted to alter, modify or remove the copyright notice or any other detail attesting the ASI rights on the PRODUCTS.

Any conduct that is not in line with or is in violation of the provisions of this License to Use shall cause the interruption of the supply of the PRODUCTS to the User, the suspension or deactivation of the User's account and the rejection of any pre-existing request for the supply of the PRODUCTS.

#### **Article 6 – Guarantees and Limitation of Liability**

The User shall be responsible for any use of the PRODUCTS (its own use and that of any Contractors and/or Consultants and Affiliated Users) supplied by ASI; ASI is not responsible for the accuracy or suitability of the PRODUCT for any particular use by the User. Therefore, the User shall not be entitled to present any claim against ASI for any loss and/or damage, direct or indirect, deriving from the use of the PRODUCTS.

#### **Article 7 - Reports, publications and participation in conferences**

The User:

- (a) is required to provide ASI with an annual report (max 500 words) on the use of the PRODUCTS and the results obtained from the relevant utilization activities as well as with an updated list of all involved Contractors, Consultants and Affiliated Users;
- (b) shall be authorized to publish the results of the activities carried out in pursuing the aforementioned Purposes of Use and to present the results in national and international conferences, upon prior notification to ASI and mentioning in any publication the following notice: *"Project carried out using PRISMA Products, © of the Italian Space Agency (ASI), delivered under an ASI License to use"*.

#### **Article 8 – Right of Termination and Extension**

1. ASI is hereby entitled to immediately terminate this License to Use in case of an infringement of any of its terms and conditions by the User and/or any Affiliated User and/or Contractor and Consultant.
2. In case of violation of this License to Use by an Affiliated User and/or Contractors and Consultants, ASI reserves the right to authorize the User and/or other Affiliated Users to continue using the PRODUCT.
3. In case of the termination of this License by ASI under paragraph 1 of this Article, the User:
  - a) shall have no rights to claim whatsoever and shall not be otherwise entitled to any compensation from ASI; in such a case, the User shall return or destroy the PRODUCT and any of its copies and lose any utilization right over it;
  - b) must notify immediately ASI of the names of any Affiliated Users, Contractors and/or Consultants holding the PRODUCT or parts of it and to request them to destroy any copy of the PRODUCT. The User shall be responsible for any action, omission and/or breach committed by its Contractors and/or Consultants and any Affiliated Users.
4. Upon request by the User, ASI may extend in writing the duration of this License, as provided for in Article 10 below, as well as the validity period of the User's account.

#### **Article 9 – Completion of the License to Use procedures**

The acceptance of this License by the User shall be deemed to occur after the following steps:

1. Request for the User registration by downloading the License, filling it with the personal data of the Main User and the personal data relating to any (optional) Affiliated Users, Contractors and Consultants, declaring also the Purposes of Use of the PRODUCTS
2. Filling the Project Form attached to the License;
3. Uploading the completed License to Use through the PRISMA portal;
4. Declaring the acceptance of the Terms of this License and the General Conditions, by clicking on the specific flag on the PRISMA portal; this operation has to be executed by the Main User which will in such a way take a personal and full responsibility about the correctness and completeness of the information entered in the License
5. Declaring if he authorizes or not ASI to send him by e-mail promotional material about PRISMA

The User guarantees that the information and its personal data (as well as the personal data of its Contractors, Consultants and Affiliated Users) provided to ASI in this License are correct and complete and so remain over time, therefore committing itself to communicate any updates if and when necessary. With the acceptance of this License, the User assumes criminal and administrative responsibilities deriving from falsification of documents and incorrect, incomplete and/or mendacious declarations relating to the information entered into this License. Should the User provide false, not updated or not complete information, or should ASI reasonably hold them as such, ASI reserves the right to suspend or delete the User's account and/or reject any pre-existing request for PRODUCT delivery.

#### **Article 10 - Entry into Force, Duration and Amendments**

This License to use shall enter into force on the date of the completion by the User of the procedures specified in art. 9 above and shall remain in force until 31st of December 2021, unless extended or terminated by ASI pursuant to Art. 8 above. Any amendment to this License (also deriving from the change of Affiliated Users, Contractors and Consultants, Purposes of Use of the PRODUCT or Project Form) may be made only by written agreement between the Parties.

## 6. HOW TO COMPILE THE PROJECT FORM

The following section constitute the Project Form and shall be compiled by the User, filling up all the requested fields, including those of any Affiliated User (up to #10) and those of Contractor/Consultant (up to #5).

The next table list the categories of Users along with some example and notes. Please try to select in the Project Form the category who best resembles the one you belong to and use “Generic” only if you cannot adequately fit in the other categories. **Generic user shall always have the lowest possible privileges including missing capability to program the satellite for acquisitions.** Please don't use the “Special user” category unless agreed with ASI.

**National categories are reserved for Italian citizens.**

Description	Examples
ASI Users	ASI employee only
National Science	Italian University, CNR, INGV, Research Foundation
National Institution	Italian organizations e.g. ARPA, Park Authorities, Natural Reserves, Foundations without research missions, Regions, Municipalities, ISPRA ..
Non-national Science	e.g. University of Twente, CSIRO, NASA, ESA, CNES, JRC, USGS, DLR...
Non-national Institutional	e.g. FAO, UN....
National Commercial	Italian companies e.g. Leonardo, OHB, Planetek, Exprivia-.ACS, e-GEOS, Telespazio,
Non-national commercial	e.g. CLS, EOMAP, HyVista
National non profit organization	Italian organizations e.g. ONG, ONLUS
International non profit organization	e.g. PLM, International environmental organizations, International volunteer organizations, etc
National Spin off or start-up	Italian Spin off or start-up
International Spin off or start-up	
Special users	Special users for whom ad hoc policies can be created
Generic User	Note: Use only if you cannot adequately fit in the previous categories
PRISMA CALVAL Facility	Reserved to CALVAL facility operators and engineers as chosen by ASI and NOT for people interested in CALVAL scientific activities

Table 6-1 User categories

Please be compliant with these requirements

- All fields related to the birth date (which is not mandatory) shall be compiled following the European convention i.e. as DD/MM/YYYY
- The duration of the project shall be expressed in in number of months and compiled as a positive integer number represented by digits (not by letters).
- The project description **shall mandatory contain at least 150 words.**
- The geographical areas of interest field shall contain the indication of at least one area
- The phone number shall include the international prefix in the form +NN and NOT 00NN (e.g. +39 and not 0039, in the case of Italy)
- Before uploading the compiled Project Form, rename the file as described below.

Please, follow the required file naming convention.

## UserSurname\_UserName.pdf

Examples:



Rossi\_Mario.pdf

Blissett\_Luther.pdf



Blissett.pdf

MyLicense.pdf

LICENCE\_TO\_USE\_PRISMA\_DATA.pdf

My Presentation.pdf

Include also the Name

Follow the file naming with Surname\_Name.pdf

Follow the file naming with Surname\_Name.pdf

Anything different from a compiled license will be rejected

**MANDATORY USER REQUIREMENTS (\* Required Field)**

**PROJECT TITLE \***

**DURATION OF THE PROJECT (IN MONTHS)\***

**GEOGRAPHICAL AREAS OF INTEREST (AT LEAST ONE)\***

**DESCRIPTION OF THE PROJECT (MIN 150 WORDS)\***

Click inside the box to get the word count

**USE OF DATA \***

**USER CATEGORY\***

"ASI Users" category is reserved for employees of ASI; "National" categories are reserved to Italian users; PRISMA CALVAL Facility is reserved for personnel chosen by ASI; "Generic User" has the lowest privileges and cannot program satellite for acquisitions

## MAIN USER

**Name\***

**Surname\***

Birth date

Birth date is NOT  
mandatory

**Address\***

**Zip Code\***

**City\***

Address is related to Company/Institution site location. Home address is only allowed for people NOT working in any Organizations

**State/Province\***

**Country\***

Mobile or Fixed line Telephone

Should be a valid/active  
phone number

**email address\***

**Company/Institution\***

Should be a valid/active email

For people not employed in a Company, please  
indicate "NONE".

For "Affiliate users" and "Contractors/Consultants", please consider the same  
indications as above.



## AFFILIATE USERS

Name*	Surname*	Birth date
Address*	Zip Code*	City*
State/Province*	Country*	
Mobile or Fixed line Telephone		
e mail address*	Company/Institution*	

Name*	Surname*	Birth date	
Address*		Zip Code*	City*
State/Province*	Country*		
Mobile or Fixed line Telephone			
e-mail address*	Company/Institution*		

**Name\*** **Surname\*** Birth date

**Address\*** **Zip Code\*** **City\***

**State/Province\*** **Country\***

Mobile or Fixed line Telephone

**e mail address\*** **Company/Institution\***

**Name\*** **Surname\*** Birth date

**Address\*** **Zip Code\*** **City\***

**State/Province\*** **Country\***

Mobile or Fixed line Telephone

**e mail address\*** **Company/Institution\***

**Name\*** **Surname\*** Birth date

**Address\*** **Zip Code\*** **City\***

**State/Province\*** **Country\***

Mobile or Fixed line Telephone

**e mail address\*** **Company/Institution\***

**Name\*** **Surname\*** Birth date

**Address\*** **Zip Code\*** **City\***

**State/Province\*** **Country\***

Mobile or Fixed line Telephone

**e mail address\*** **Company/Institution\***

**Name\*** **Surname\*** Birth date

**Address\*** **Zip Code\*** **City\***

**State/Province\*** **Country\***

Mobile or Fixed line Telephone

**e mail address\*** **Company/Institution\***

**Name\*** **Surname\*** Birth date

**Address\*** **Zip Code\*** **City\***

**State/Province\*** **Country\***

Mobile or Fixed line Telephone

**e mail address\*** **Company/Institution\***

**Name\*** **Surname\*** Birth date

**Address\*** **Zip Code\*** **City\***

**State/Province\*** **Country\***

Mobile or Fixed line Telephone

**e mail address\*** **Company/Institution\***

**Name\*** **Surname\*** Birth date

**Address\*** **Zip Code\*** **City\***

**State/Province\*** **Country\***

Mobile or Fixed line Telephone

**e mail address\*** **Company/Institution\***

# CONTRACTORS/CONSULTANTS

Name\* Surname\* Birth date

Address\* Zip Code\* City\*

State/Province\* Country\*

Mobile or Fixed line Telephone

e mail address\* Company/Institution\*

Name\* Surname\* Birth date

Address\* Zip Code\* City\*

State/Province\* Country\*

Mobile or Fixed line Telephone

e mail address\* Company/Institution\*

**Name\*** **Surname\*** Birth date

**Address\*** **Zip Code\*** **City\***

**State/Province\*** **Country\***

Mobile or Fixed line Telephone

**e mail address\*** **Company/Institution\***

**Name\*** **Surname\*** Birth date

**Address\*** **Zip Code\*** **City\***

**State/Province\*** **Country\***

Mobile or Fixed line Telephone

**e mail address\*** **Company/Institution\***



**Name\***

**Surname\***

Birth date

**Address\***

**Zip Code\***

**City\***

**State/Province\***

**Country\***

Mobile or Fixed line Telephone

**e mail address\***

**Company/Institution\***