



**AVTALE OM TILGANG TIL RADARSAT SAR
DATA VIA NORSK ROMSENTER OG KSAT'S
FLERBRUKSAVTALE**



Bruker:	
Formål (kort sammendrag):	
Nasjonal relevans/utnyttelse av resultatet:	
Geografisk område (koordinater evt kart/bilde):	
Foretrukket SAR modus*:	
Antall scener:	
Tidsrom:	

* NB. SatHav background mission opereres via Radarsat-1 ScanSAR Narrow Far.

Brukeren (The Customer) er inneforstått med at tilgang til, samt bruk av dataene forutsetter at:

- Data som er akseptert levert til et formål kan ikke kopieres, benyttes eller distribueres til andre formål, eller til tredje part uten samtykke fra NRS.
- Radarsat conditions of sales (neste sider) er kjent og akseptert.
- Ved publisering av bilder som baserer seg på bruk av ovennevnte data skal det spesifiseres: "Copyright raw data CSA, <årstall>, provided by NSC/KSAT <årstall>".
- Ved publisering av resultater som baserer seg på bruk av ovennevnte data skal det minimum krediteres "Data provided by NSC/KSAT under the Norwegian-Canadian Radarsat agreement <årstall>".
- Eventuell misbruk av dataene kan forhindre senere tilgang og bruk.

Dato:

Dato:

Dato:

For NRS

For bruker

For KSAT

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RADARSAT Conditions of Sales

The delivery of data under this contract are covered by the agreements between the Norwegian Space Centre (NSC) and MDA Geospatial Services (MDA) (former Radarsat International), and between Kongsberg Satellite Services (KSAT) and Radarsat International.

The conditions of sales listed below is is an extract of the complete Conditions of Sale, which can be obtained at request. All sales of RADARSAT data products and/or services based on RADARSAT data products are governed by these Conditions of Sales.

Orders

1.1 Acceptance of Orders

Following the acceptance by NSC for the delivery of data, KSAT will provide access to the data depending upon the SAR mode and means of delivery. If specific/dedicated acquisitions are needed KSAT will forward specific orders to the satellite operator. If background mission data are agreed upon, the Customer will rely upon the available background mission data.

1.2 Cancellation of Orders

No modification or cancellation will be accepted once the specific/dedicated acquisition requests haven been forwarded to the satellite operator. However, MDA reserves the right to refuse any order.

1.3 Complaints

All complaints must be sent by facsimile or registered mail received within thirty 30 days of receipt of products at the Customer's address.

Processing Time

Production and delivery of products are done at a best effort basis. If KSAT cannot deliver the products as ordered, the Customer is not entitled to any compensation.

Prices

The costs associated with the delivery of the data is, unless otherwise agreed upon by acceptance of the delivery, covered by an agreement between NSC and KSAT. Prices associated with delivery of data outside the agreement between NSC and KSAT are to be negotiated directly between the Customer and KSAT.

Shipping

The products are shipped on the Customer's risk, notwithstanding that KSAT may as agent for the Customer negotiate and sign on his behalf a transport contract. Accordingly, it is the Customer's responsibility to advise KSAT within 20 days of any lost, stolen or damaged products.

If the data products are shipped by electronic device, Ex-Works Tromsø delivery shall be the input of the data stream to the equipment or facilities.

Complaints and Inspection

No complaints relative to the quality and/or quantity of the products delivered will be accepted unless made in writing. The data will be replaced free of charge if it is agreed that the faults are the responsibility of KSAT or KSAT's suppliers and if replacements are available. If replacements are not available, the relevant order may be cancelled. Products may not be returned except with KSAT's express prior authorisation.

Customer's use of satellite data products from KSAT

1.4 Data Licence and Trademark

Use of RADARSAT satellite data products or products derived therefrom are subject to the prior approval of Radarsat International Inc. as specified in the Licence Agreement. The Customer using the products shall be deemed to have accepted and be bound by the terms of such licence.

1.5 Copyright

The Customer acknowledges the copyright character of unenhanced data under the legislation and conventions concerning copyright.

1.6 Copying, reproduction and dissemination of satellite data products

The Customer agrees to use unenhanced data purchased only for its own internal purposes or, for RADARSAT data, limited to the specifications in the Data Licence Agreement. The Customer agrees not to copy, reproduce or disseminate, or permit copying, reproduction or dissemination of unenhanced data unless explicitly authorised by KSAT. One copy is permitted for back-up purpose.

The Customer agrees not to permit access to, disclose or otherwise make available any satellite data or products mentioned above to any person for any purpose, except to Customer's employees, affiliates, contractors and consultants for purpose directly related to Customer's authorised use of the satellite data and products.

The Customer agrees to take appropriate action, by instruction, agreement or otherwise, with any persons or organisations permitted access to the satellite data products so as to enable the customer to satisfy his obligations contained herein, including appropriate security measures to prevent illegal disclosure.

KSAT reserves the rights to claim an additional compensation for any illegal or unauthorised use or distribution.

1.7 Limited Claims

No Customer may claim exclusive use of any satellite data product distributed by KSAT.

Limited Warranty and Liabilities

KSAT shall not be held responsible for damage or defects caused by improper storage or neglect of the data after delivery.

KSAT is not liable to the Customer or to any other person, institution or firm for any loss or damage whatsoever or whosoever caused arising directly or indirectly in connection with the satellite data. KSAT has no liability for the fitness of the satellite data for any purpose or use, or for unavailability of the satellite data for whatever reason (including but not limited to satellite or ground segment failures, or other actions of satellite operators), or for any consequential loss or damage arising thereof.

Discrepancies

In case of any discrepancies between these Conditions of Sales and the terms in a written and signed contract the terms in the contract apply.

Governing Law

The laws of Norway govern these Conditions of Sales. Any disputes arising in connection with these Conditions shall be finally settled under the rules of conciliation and arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules, which will decide according to Norwegian law. Place of arbitration to be Oslo, Norway.