

DATA SHARING AGREEMENT

This Data Sharing Agreement is made on 21/12/2017 (the "Effective Date") between

Státním zemědělským intervenčním fondem (SZIF), located at Ve Smečkách 33, Praha 1 11000

and

UNIVERSITÉ CATHOLIQUE DE LOUVAIN (UCL), Contractor of the "SEN4CAP - Sentinels for the common agricultural policy" research activity to be performed for the European Space Agency (ESA), having its registered office in Belgium, B-1348 Louvain-la-Neuve, Place de l'Université 1

and

CS-Romania, Sub-Contrator of the "SEN4CAP - Sentinels for the common agricultural policy" research activity to be performed for ESA, having its registered office in Romania, 200692 Craiova, Strada Pacii 29

and

e-GEOS, Sub-Contrator of the "SEN4CAP - Sentinels for the common agricultural policy" research activity to be performed for ESA, having its registered office in Italy, 75100 Matera, Località Terlecchie SNC

and

GISAT, Sub-Contrator of the "SEN4CAP - Sentinels for the common agricultural policy" research activity to be performed for ESA, having its registered office in the Czech Republic, 170 00 Praha 7, Milady Horakove 57

and

SINERGISE, Sub-Contrator of the "SEN4CAP - Sentinels for the common agricultural policy" research activity to be performed for ESA, having its registered office in Slovenia, SI-1000 Ljubljana, Cvetkova 29.

The parties agree as follows (the capitalized terms used in this agreement, in addition to those above, being defined in section 8).

Article 1. PURPOSE OF DATA SHARING

The parties are entering into this agreement, and SZIF is granting the SEN4CAP consortium, through its representative namely UCL, access to the Data (defined in section 2), for the purpose of developing algorithms, products, workflow and best practices for agriculture monitoring using Sentinels data relevant for the management of the Common Agricultural Policy (CAP) (the "Purpose").

Article 2. DESCRIPTION OF DATA - OWNERSHIP

2.1 "Data" have been collected by the Paying Agency in the framework of its activities to assess the compliance of farmers' declarations with the CAP regulations. They include processed Very High Resolution (VHR) satellite data (belonging to the Joint Research Center (JRC) and whose access has to be authorized by them through an End-User License Agreement (EULA)), other available satellite data, recent orthophotos, data from subsidy declarations including GSAA Geo-Spatial Aid Application, outcomes from field checks made by photo-interpretation or through on-the-spot checks, Land Parcel Identification System (LPIS) and other kind of data. These data are further described in the Appendix 1 of this Agreement. Changes to this list might be requested by the SEN4CAP consortium within the course of the Project; in such case the parties will sign an amendment to Annex 1.

2.2 Apart for the VHR satellite data (belonging to the JRC but provided by the SZIF), Data shall be treated as the sole property of SZIF, subject to applicable laws and regulations. The SEN4CAP consortium shall not file, or have filed in the name of third parties in any country, any patent application, or intellectual property rights (copyrights, trademarks ...) claiming the Data.

Article 3. LICENSE GRANT TO USE DATA

SZIF hereby grants to the SEN4CAP consortium, through its representative namely UCL, a limited, non-exclusive, non-transferable, and revocable license to access, copy, and use the data concerned by this agreement.

Article 4. SEN4CAP's USE OF THE DATA

- 4.1. **Purpose.** SEN4CAP consortium use or disclose the Data only in the context of the Project. In case of disclosure of the Data, the Paying Agency having provided the Data shall be mentioned.
- 4.2. **Standard of Care.** SEN4CAP consortium shall exercise at least the same degree of care as it uses with its own data and Confidential Information, but in no event less than reasonable care, to protect the Data from misuse and unauthorized access or disclosure.

- 4.3. **Safeguards Around Data.** SEN4CAP consortium shall use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure.
- 4.4. **Personal Information.** SEN4CAP consortium will not attempt to identify any Person whose information is contained in any Data.
- 4.5. **No Modification of Data.** SEN4CAP consortium shall not copy, decompile, modify, reverse engineer, or create derivative works out of any of the Data.
- 4.6. **Subcontractors.** All sub-contractors of the Project (Sinergise, e-GEOS, CS Romania and GISAT) agree to the same restrictions and conditions listed in this agreement.

Article 5. TERM.

This agreement will commence on the Effective Date and continue until the end of the Project (the "Term").

Upon expiration or termination of this Agreement, the SEN4CAP consortium shall discontinue its use of the Data and shall, according to the SZIF's instructions, return or destroy any remaining Data.

Article 6. NO WARRANTY

6.1. Provided "As Is". The Data is provided "as is."

6.2. No Warranty of Accuracy or Completeness. SZIF does not make any warranty as to the accuracy or completeness of the Data.

Article 7. USE OF NAME

Neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent.

Article 8. DEFINITIONS

"Data" is defined in article 2.

"Effective Date" is defined in the introduction to this agreement.

"License Grant" is defined in article 3.

"Project" refers to the ESA project entitled "SEN4CAP - Sentinels for the common agricultural policy".

"Purpose" is defined in article 1.

“Sen4CAP consortium” refers to the consortium between the Parties to the Project, namely UCL, CS Romania, e-GEOS, GISAT and Sinergise.

"Term" is defined in article 5.

Article 9. GENERAL PROVISIONS

9.1. **Entire Agreement.** The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,

- represent the final expression of the parties' intent and agreement between the parties relating to the subject matter of this agreement,
- contain all the terms the parties agreed to relating to the subject matter, and
- replace all the parties' previous discussions, understandings, and agreements relating to the subject matter.

9.2. **Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

Article 10. APPLICABLE LAW

10.1 This Agreement shall be governed by and construed in accordance with the laws of the defendant.

COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different parties in different counterparts each of which when executed and delivered is an original but all such counterparts shall be deemed to constitute one and the same instrument.

Each party agrees that the delivery of the Agreement by facsimile or email shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or email signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

For Státní zemědělský intervenční fond

Ing. Vítězslav Vopava, Director of Direct payments, Environmental RDP support and CMO Section

For SEN4CAP CONSORTIUM

Its official representative namely UCL

Vincent BLONDEL, Rector

Pierre DEFOURNY, Professor

For SINERGISE

Grega Milčinski, Director

For e-GEOS

Massimo Claudio Comparini,
Chief Executive Officer

For CS Romania

Mircea Grosu, Managing Director

For GISAT

Lubos Kucera, Managing Director

Appendix 1: List of DataAppendix 1: List of Data

Source	Year	Comments to thematic content	Comments to data format
Subsidy application	2016 (full test site) & 2017 (CwRS sites)	Declared crops on arable land, grassland, permanent crops	Database table
		Declared grassland management (mowing, grazing ...)	Declared grassland management (mowing, grazing ...)
		Obligatory periods for mowing (if required)	Including unique Id to enable link to LPIS
		Declared practice (catch-crop, nitrogen fixing crop, fallow ...)	Database table
		Obligatory periods for relevant practice	Including unique Id to enable link to LPIS
		Including GSAA (only for 2017)	Including unique Id to enable link to LPIS
Physical inspections	2016 (full test site)	Confirmed crops on arable land, grassland, permanent crops	Database table and GIS vector layer (if available)
		Confirmed grassland status (mown, unmown, drying, hay bales present on the parcel, grazing ...)	Database table and GIS vector layer (if available)
		Confirmed parcel status (plowed, harvested, type of crop present, crop growth phase, post-harvest residues ...)	Database table and GIS vector layer (if available)
		Date of inspection	Including unique Id to enable link to LPIS
		Including CwRS follow up inspections	
CwRS results	2017	CAPI results on parcel level: confirmed / rejected / doubt for physical inspection	Database table and GIS vector layer (if available) Including unique Id to enable link to LPIS
LPIS - IACS datasets	Versions valid to 2016 & 2017 subsidy Applications (full country)	Detailed description of LPIS type and content	GIS vector layer
		Including all relevant thematic attributes	Including unique Id to enable link to subsidy applications
		Anonymized but including Farm Id	CRS (datum & map projection)
Aerial photo - IACS datasets	Latest version (2015 & 2016) – provided as	Acquisition date / period	Georeferenced raster layer

	WMS service	Type of multispectral camera (multispectral & panchromatic bands)	Pixel size
		Pansharpened yes/no	CRS (datum & map projection)
		Accuracy specifications	