

## Copernicus Services Framework Agreement

**Between:**

**EuroGeographics AISBL**, an international non-profit organisation under Belgian Law, with its registered office at address Rue du Nord, 76, 1000 Brussels, Belgium.

Registration N°833.607.112

Hereafter "**EuroGeographics**" or "**the Association**";

Hereby duly represented by Léa Bodossian Secretary General &  
Executive Director EuroGeographics

**And:**

Agency for Land Relations and Cadastre, a national organisation having the status of a Government Agency, founded by Decree No. 230 of July 27, 1994 of the President of the Republic of Moldova, with its registered address 48 Serghei Lazo str, MD-2004 Chisinau, Republic of Moldova  
Registration N° (if any): -/-

VAT N° (if any): 1006601000266

Hereafter "**the Member**";

Hereby duly represented by Stefan CRIGAN, Deputy General Director  
Agency for Land Relations and Cadastre  
of Republic of Moldova;

Each party shall be referred to as "*Party*", both parties may be referred to as the "*Parties*".

## **WHEREAS:**

Copernicus is the European Union's Earth observation programme, looking at our planet and its environment to benefit all European citizens. It offers information services that draw from satellite earth observation and in-situ (non-space) data.

The majority of the data / information delivered by Copernicus is made available and accessible to any citizen, and any organisation around the world on a free, full, and open basis.

EuroGeographics is a non-profit organisation under Belgian law.

The European Environment Agency or "EEA" is an agency of the European Union, whose task is to provide sound, independent information on the environment.

EuroGeographics and the EEA entered into a Copernicus Services Cooperation Agreement in order to facilitate the access to the Members' data / information for the Copernicus Services.

Members' authoritative data are in particular essential for the Copernicus Emergency, Land, and Security services.

## **THE PARTIES HAVE AGREED AS FOLLOWS:**

### **1 Purpose of this Agreement**

- 1.1 This Agreement provides the contractual framework for the protection and exploitation of the Members' authoritative geospatial reference data when used by Copernicus Services.
- 1.2 The different Copernicus Services are related to atmosphere, marine, land, climate change, security and emergency and may change and evolve from time to time.
- 1.3 For each Copernicus Service for which the Member is willing to provide information / data, a service annex will be signed and will, except if agreed otherwise in writing, be subject to and become an integral part of this Agreement.

### **2 Definitions**

The following definitions in this Agreement, shall have the following meaning:

- 2.1.1 "*Agreement*": this Copernicus Services Framework Agreement
- 2.1.2 "*Annex(es)*": the annex(es) to this Agreement
- 2.1.3 "*Confidential Information*": any information marked as confidential or confidential by nature that relates to the affairs of one Party (the Disclosing Party) and is acquired by the other Party (the Receiving

Party) in anticipation of or as a result of this Agreement. This excludes information which is in the public domain other than through the breach of any duty of confidentiality, information that was already known by the Receiving Party before disclosure by the Disclosing Party and information that is independently developed by the Receiving Party.

- 2.1.4 "*Copernicus*": the European Union's Earth observation programme, looking at our planet and its environment to benefit all European citizens.
- 2.1.5 "*Copernicus Services*": the different services in the framework of Copernicus related to atmosphere, marine, land, climate change, security and emergency.
- 2.1.6 "*European Environment Agency*" or "*EEA*": an agency of the European Union, whose task is to provide sound, independent information on the environment.
- 2.1.7 "*Member*": a EuroGeographics' member who has agreed to license authoritative geospatial data for any of the Copernicus Services
- 2.1.8 "*Geospatial Data*": the data licensed to EuroGeographics by the Member under this Agreement, which may include data owned by the Member and data licensed to the Member by third parties.
- 2.1.9 "*Intellectual Property Rights*": includes the following: all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights, domain names, database producer's rights and *sui generis* rights, moral rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.
- 2.1.10 "*Force Majeure*": any cause preventing a Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party.

### 3 License – Scope

- 3.1 The Member hereby grants as of March 23, 2022 to EuroGeographics a transferable license to use, apply and exploit the Geospatial Data for the Copernicus Services for indefinite duration.
- 3.2 EuroGeographics is allowed to sublicense the license under this Agreement to the EEA and the EEA is only allowed to sub-license to its service providers in the framework of the Copernicus Services and in accordance with the Annexes.



#### 4 Rights, responsibilities and obligations

##### 4.1 Both Parties will:

- 4.1.1 Indicate to the other Party in writing when restrictions on access to the Geospatial Data exist in accordance with national or European legislation. Such restrictions will be detailed in the Annex attached to this Agreement.
- 4.1.2 Indicate to the other Party when Confidential information is provided.
- 4.1.3 Keep personal information and data adequately protected as required by relevant laws.
- 4.1.4 Co-operate to prevent, stop and avoid the occurrence of any misuse or abuse of the Geospatial Data.
- 4.1.5 Be entitled to suspend the performance of all or part of their obligations prevented or delayed by a case of Force Majeure, provided that they immediately inform the other Party in writing and make their best efforts to reduce the negative impact for the other Party of such suspension.
- 4.1.6 Accept that no Party shall be liable for failures and shall not have the right to terminate this Agreement for any delay or failure in performance under this Agreement if such delay or failure is caused by Force Majeure.

##### 4.2 EuroGeographics shall ensure:

- 4.2.1 That the use of the Geospatial Data will be limited to the purpose of creating Copernicus Services datasets, products and / or services in accordance with the access and use provisions stated in the Annex.
- 4.2.2 That when the Geospatial Data is used by Copernicus Services, the source of the data shall be credited.
- 4.2.3 That no other use or dissemination of Geospatial Data is allowed.
- 4.2.4 That it will liaise with the EEA and the relevant Copernicus Services for the access to the Geospatial Data of the Member.

##### 4.3 The Member will:

- 4.3.1 License Geospatial Data for the Copernicus Services when applicable and ensure that the data are as accurate as possible and, where errors are further detected, inform EuroGeographics.
- 4.3.2 Be responsible for all costs incurred in licensing their Geospatial Data.

- 4.3.3 Allow their Geospatial Data to be manipulated, changed or altered by the EEA or Copernicus Services, in accordance with the access and use provisions stated in the Annex.
- 4.3.4 Ensure that if it received Geospatial Data from third parties, that these data were licensed to it in accordance with the agreement with the third party, any applicable Intellectual Property Rights of this third party and in accordance with any applicable legislation.

## **5 Intellectual property and infringements thereof**

- 5.1 The Member will be solely responsible for complying with the Intellectual Property Rights of any third parties related to the Geospatial Data supplied to EuroGeographics if any and warrant that they have all the rights in these data that they pass to EuroGeographics.
- 5.2 The Geospatial Data and the Intellectual Property Rights related thereto if any, which are licensed under this Agreement shall remain owned by the Member.
- 5.3 The Member warrants that it has no reason to believe that use of its Geospatial Data infringes any third party's rights, and is not aware at the date of signature of this Agreement of any claim alleging that such infringement exists.
- 5.4 Each Party to the Agreement shall notify the other Party in writing as soon as it suspects any infringement or any other breach by a third party of any Intellectual Property Rights.
- 5.5 The obligations under this clause will survive the termination of this Agreement.

## **6 Liability**

- 6.1 The Member will be solely responsible for complying with the Intellectual Property Rights of any third parties in the Geospatial Data supplied to EuroGeographics and warrant that they have all the rights in the data that they pass to EuroGeographics and the Member will hold EuroGeographics harmless and indemnify EuroGeographics in full against any infringements of third parties' Intellectual Property Rights.
- 6.2 The Member accepts no responsibility or liability whether in contract, tort (including negligence) or otherwise for any loss or damage of whatsoever nature arising from any use of the Geospatial Data in the Copernicus Services, except in case of fraud or wilful misconduct.
- 6.3 EuroGeographics shall not be liable for any misuse or use of the Geospatial Data in violation of the Annexes to this Agreement by the EEA or its service providers.



- 6.4** Nothing in this Agreement shall have the effect of excluding or limiting the liability of any of the Parties for:
- death or personal injury to the extent it results from negligence, or that of any of the Party's employees or agents in the course of their engagement hereunder; or
  - fraud or wilful misconduct.
- 6.5** The Member will remedy as soon as practicable possible, (and at no extra cost to EuroGeographics or the EEA), any error or omission in the Geospatial Data which will be notified to the Member in writing, except if the Parties agree otherwise.

## **7 Confidentiality**

- 7.1** The Parties shall keep all Confidential Information strictly secret and confidential and shall not disclose or reveal it, in whole or in part, directly or indirectly to any third person, entity, organisation or administration without the prior written consent of the other Party.
- 7.2** Notwithstanding clause 7.1 of this Agreement, the Parties are allowed to disclose Confidential Information only to their employees and the EEA who needs access to such information in accordance with this Agreement or if they are required by national or European laws or by courts or if habilitated authorities order to do so.
- 7.3** The Parties agree that employees and contractors having access to Confidential Information are bound by confidentiality obligations equivalent to those set out in this Agreement.
- 7.4** The obligations contained in this clause shall survive the expiry or termination of this Agreement.
- 7.5** Upon termination of this Agreement, each Party shall immediately return to the other Party all Confidential Information, including all copies, reproductions, summaries, analyses or extracts thereof.

## **8 Duration and termination**

- 8.1** This Agreement will enter into force on March 23, 2022 for an indefinite period of time.
- 8.2** Each Party may terminate this Agreement at any time by giving 3 months written notice to the other Party.

**8.3** In the event that the Member terminates this Agreement, the access to the Geospatial Data will be removed from the Copernicus Services and the products developed in the framework of the Copernicus Services as soon as reasonably and practically possible and in any event within 90 days after termination.

**8.4** On receipt of notification of termination, EuroGeographics will cease further licensing of the Geospatial Data and will instruct the EEA to do likewise.

## **9 Amendments**

**9.1** No term or provision hereof may be amended except by an instrument in writing signed by all of the Parties to this Agreement.

## **10 Annexes**

**10.1** The Annex (es) to this Agreement form an integral part of this Agreement.

## **11 Entire Agreement**

**11.1** This Agreement and the Annex(es) constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**11.2** The existing agreement between the Member and the EEA will be terminated by mutual consent.

## **12 Non- Waiver of Rights**

The failure of any Party at any time to require performance or observance by any other Party of any provision of this Agreement does not in any way affect the right of such first Party to require performance of that provision. Waiver by any Party of any breach of any provision of this Agreement may not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Agreement.

## **13 Assignment**

Save where this Agreement provides otherwise, none of the rights or obligations under this Agreement may be assigned or transferred without the prior written consent of all of the Parties.

#### **14 Severability**

If any provision of this Agreement should be invalid or in any other way non-binding, such invalidity or non-binding provision shall in no way affect the validity of the other provisions of this Agreement. In such event the Parties shall after mutual consultation as well as in the spirit of this Agreement amend such provision insofar as it is necessary by replacing the provision that is invalid or non-binding by a provision which resembles the invalid or non-binding provision as closely as possible and which is valid and binding.

#### **15 Governing Law**

This Agreement and any dispute arising out of this Agreement shall be governed by Belgian law.



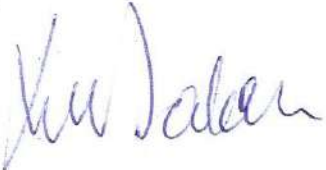

#### **16 Dispute resolution - jurisdiction**

- 16.1** In the event of any dispute related to this Agreement the Parties shall attempt to first resolve the issue by negotiation.
- 16.2** In the event of the said issues not being solved within 3 months from the start of the negotiations, either Party may bring the case to court.
- 16.3** The courts of Brussels shall have exclusive jurisdiction to settle any dispute or claims arising out of, or in connection with this Agreement.



**17 Signatures**

Executed in Chisinau, Republic Moldova, on March 23, 2022 in two original copies, each Party declaring to have received one original copy.

<p><b><u>EUROGEOGRAPHICS</u></b></p>  <p><b>EuroGeographics AISBL</b> 76, Rue du Nord 1000 Brussels BELGIUM</p>	<p><b><u>THE MEMBER</u></b></p>  <p><b>Agency for Land Relations and Cadastre</b> 48, Serghei Lazo street MD-2004 Chisinau REPUBLIC OF MOLDOVA</p>
<p>Place and date <i>Brussels 24/03/22</i></p>	<p>Chisinau, Republic of Moldova, March 23, 2022</p>
<p>Signature </p>	<p>Signature </p>
<p>Name and Title.. <i>Lea Bodossian Secretary General and Executive Director</i></p>	<p>Ștefan CRIGAN, Deputy General Director, Agency for Land Relations and Cadastre of Republic of Moldova</p>

## **Annex 1**

### **1 Purpose of this Annex**

- 1.1** The Parties have entered into a Copernicus Services Framework Agreement, the "Agreement" on Emergency management Service. Under this Agreement, the Member grants a license to EuroGeographics to use, apply and exploit authoritative Geospatial Data for the Copernicus Emergency Management Services. There will be a sublicense to the EEA. The EEA will only be allowed to sub license to its service providers in the framework of the Copernicus Services and in accordance with this Annex.
- 1.2** The relationship between the Parties is governed by the Agreement, as completed by this Annex, which forms an integral part of the Agreement. The terms defined in the Agreement have the same meaning in this Annex. In case of discrepancies between the Agreement and this Annex, the terms of the Agreement will prevail.
- 1.3** With this Annex, the Parties agree to enable the access and use of authoritative Geospatial Data for the Copernicus Emergency Management Service "EMS".

### **2 Access to and use of Geospatial Data for EMS**

- 2.1** Access to the following data will be granted:
- V orthophotos, accuracy = to or better than 0,5 m
  - V raster topographical maps 1:50 000 or larger
  - georeferenced datasets in vector format with an accuracy equivalent to a scale of 1:50 000 or larger (please select all you give permission for)
    - o V administrative boundaries
    - o V transportation infrastructure
    - o ☐ built up areas
    - o ☐ building (blocks, footprints and / or points)
    - o V production and Industrial Facilities
    - o V utility and Governmental Services
    - o V toponyms / place names
    - o V hydrography
    - o ☐ addresses
    - o ☐ cadastral parcels
    - o other (please detail)

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- Digital Elevation Models:
  - o V Digital Terrain Models (DTM) with a resolution of 1m – 10m (accuracy: horizontal CE90: 1m-25m; vertical LE90: 1-10m)
  - o ☐ Digital Surface Models (DSM) with a resolution of 1m – 10m (accuracy: horizontal CE90: 1m-25m; vertical LE90: 1-10m)
  - o V LiDAR point cloud data (including classified data), from which Digital Elevation Models can be derived (10% territory of the country)
- V Land Use Land Cover (ideally with a resolution of 1m – 10m)/CORINE
- ☐ population and demographics data

Please detail other information relating to the datasets above which may be useful to the EEA (including if you need to provide names of specific datasets to avoid confusion, please do so below:

- 2.2** Use of the aforementioned data is required under the following terms:
- the Copernicus EMS service provider’s right to use national geospatial reference data shall be limited to the purpose of creating Copernicus EMS products, data and services
  - when national geospatial reference data is used by the Copernicus EMS Service providers the source of the data shall be credited
  - when national geospatial reference data can be recreated by end-users from information included in Copernicus EMS products, this information may only be used for non-commercial or public task purposes in emergency management.
  - no other use or dissemination of national geospatial reference data is allowed

please detail any additional terms or restrictions that should be applied to the use of this data by the EEA

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2.3 Nominated data contact point

Please provide contact details to enable the EEA to discuss access to the data listed above

Name (if applicable) .....Tamara RUDENCO.....  
Email.....tamara.rudenco@agcc.gov.md.....  
Telephone.....+37322 881266.....

Executed in Chişinău, on 09 April 2024 in two original copies, each Party declaring to have received one original copy.

For EuroGeographics  
[.....] 15/4/2024 | 12:44 BST

DocuSigned by:  
*Sallie Payne Snell*  
8615811ECA644C9...

For the Member  
Digitally signed by Danii Ivan  
Date: 2024.04.09 16:12:42 EEST  
Reason: MoldSign Signature  
Location: Moldova  
Ivan DANII  
General Director  
Agency for Geodesy, Cartography and  
Cadaster of the Republic of Moldova



## **Annex 2**

### **1 Purpose of this Annex**

- 1.1 The Parties have entered into a Copernicus Services Framework Agreement, the “Agreement” on Land Monitoring Service. Under this Agreement, the Member grants a license to EuroGeographics to use, apply and exploit authoritative Geospatial Data for the Copernicus Land Monitoring Service. There will be a sublicense to the EEA. The EEA will only be allowed to sublicense to entrusted entities for the management and implementation of the Copernicus Land Monitoring Services in the framework of the Copernicus Services and in accordance with this Annex.
- 1.2 The relationship between the Parties is governed by the Agreement, as completed by this Annex, which forms an integral part of the Agreement. The terms defined in the Agreement have the same meaning in this Annex. In case of discrepancies between the Agreement and this Annex, the terms of the Agreement will prevail.
- 1.3 With this Annex, the Parties agree to enable the access and use of authoritative Geospatial Data for the Copernicus Land Monitoring Service (CLMS).

### **2 Access to and use of Geospatial Data for the CLMS**

- 2.1 Access to the following data will be granted:
  - V orthophotos, accuracy = to or better than 0,5 m
  - V digital elevation models (DEM) with a resolution of 1m – 25m (accuracy: horizontal CE90: 1m-25m; vertical LE90: 1m-10m)
  - ☐ ground control points
  - V land use / land cover 1:50 000 or larger (raster/vector)
  - ☐ land parcel identification system (LPIS) data
  - ☐ geo-spatial aid application (GSAA) data
  - V raster topographical maps 1:50 000 or larger
  - ☐ ground motion and/or single structure/building displacement measurements
  - ☐ phenological observations
  - ☐ national forest inventories
  - georeferenced datasets in vector format with an accuracy equivalent to a scale of 1:50 000 or larger (please select all you give permission for)
    - o V administrative boundaries

- ☐ shoreline
- V transportation infrastructure including roads and railway network
- V built up areas
- V toponyms / place names
- V hydrography / hydrographic networks
- V buildings
- ☐ addresses
- ☐ cadastral parcels
- ☐ natural protected sites
- ☐ natural habitats and biotopes
- ☐ monitoring data on natural disasters (e.g. wild fires, landslides, etc.)
- other (please detail)

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Please detail other information relating to the datasets above which may be useful to the EEA (including if you need to provide names of specific datasets to avoid confusion, please do so below:

- 2.2     Use of the aforementioned data is required under the following terms:
- CLMS providers’ right to use national geospatial reference data shall be limited to the purpose of creating and validating CLMS products, data and services
  - original national geospatial reference data will not be available for extraction and reconstruction by end-users from information included in CLMS products unless such data are made openly available
  - when national geospatial reference data is used by the CLMS providers, the source of the data shall be credited
  - no other use or dissemination of national geospatial reference data is allowed

please detail any additional terms or restrictions that should be applied to the use of this data by the EEA

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9/04/24

2.3 Nominated data contact point

Please provide contact details to enable the EEA to discuss access to the data listed above

Name (if applicable) .....Tamara RUDENCO.....

Email..... tamara.rudenco@agcc.gov.md.....

Telephone.....+37322 881266.....

Executed in Chişinău, on 09 April 2024 in two original copies, each Party declaring to have received one original copy.

For EuroGeographics

[.....] 15/4/2024 | 12:44 BST

DocuSigned by:  
Sallie Payne Snell  
8615811ECA644C9...

For the Member

Digitally signed by Danii Ivan  
Date: 2024.04.09 16:13:36 EEST  
Reason: MoldSign Signature  
Location: Moldova  
Ivan DANIL  
General Director  
Agency for Geodesy, Cartography and  
Cadastral of the Republic of Moldova



## **Annex 3**

### **1 Purpose of this Annex**

- 1.1** The Parties have entered into a Copernicus Services Framework Agreement, the "Agreement" on Security Service. Under this Agreement, the Member grants a license to EuroGeographics to use, apply and exploit authoritative Geospatial Data for the Copernicus Security Services. There will be a sublicense to the EEA. The EEA will only be allowed to sub license to entrusted entities for the management and implementation of the Copernicus Security Services in the framework of the Copernicus Services and in accordance with this Annex.
- 1.2** The relationship between the Parties is governed by the Agreement, as completed by this Annex, which forms an integral part of the Agreement. The terms defined in the Agreement have the same meaning in this Annex. In case of discrepancies between the Agreement and this Annex, the terms of the Agreement will prevail.
- 1.3** With this Annex, the Parties agree to enable the access and use of authoritative Geospatial Data for the Copernicus Security Services (CSS).

### **2 Access to and use of Geospatial Data for the CSS**

- 2.1** Access to the following data will be granted:
  - ☒ V orthophotos, accuracy = to or better than 0,5 m
  - ☒ V digital elevation models (DEM) with a resolution of 1m – 25m (accuracy: horizontal CE90: 1m-25m; vertical LE90: 1m-10m)
  - ☒ V land use / land cover
  - ☐ population data
  - ☒ V raster topographical maps 1:50 000 or larger
  - georeferenced datasets in vector format with an accuracy equivalent to a scale of 1:50 000 or larger (please select all you give permission for)
    - o ☒ V administrative boundaries
    - o ☒ V transportation infrastructure including roads and railway network
    - o ☐ built up areas
    - o ☒ V toponyms / place names
    - o ☒ V hydrography / hydrographic network
    - o ☒ V buildings

- ☐ reference buildings (e.g. diplomatic buildings, educational, medical, religious, point of interest)
- ☐ addresses
- ☐ cadastral parcels
- ☐ bathymetry
- ☐ Border Crossing Points (BCP)
- ☐ nautical charts
- ☐ utility and governmental services infrastructure
- ☐ harbour infrastructure
- ☐ airfield infrastructure
- V production and industrial facilities
- other (please detail)

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Please detail other information relating to the datasets above which may be useful to the EEA (including if you need to provide names of specific datasets to avoid confusion, please do so below:

- 2.2**     Use of the aforementioned data is required under the following terms:
- the CSS provider's right to use national geospatial reference data shall be limited to the purpose of creating and validating CSS products, data and services
  - original national geospatial reference data will not be available for extraction and reconstruction by end-users from information included in CSS products unless such data are made openly available
  - when national geospatial reference data is used by the CSS service providers the source of the data shall be credited
  - no other use or dissemination of national geospatial reference data is allowed

please detail any additional terms or restrictions that should be applied to the use of this data by the EEA

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9/04/24

2.3 Nominated data contact point

Please provide contact details to enable the EEA to discuss access to the data listed above

Name (if applicable) .....Ms Tamara RUDENCO.....

Email.....tamara.rudenco@agcc.gov.md.....

Telephone.....+373 22 881266.....

Executed in Chişinău, on 09 April 2024 in two original copies, each Party declaring to have received one original copy.

For EuroGeographics  
[.....] 15/4/2024 | 12:43 BST

DocuSigned by:  
*Sallie Payne Snell*  
8615811ECA644C9...

Digitally signed by Danii Ivan  
Date: 2024.04.09 16:15:21 EEST  
Reason: MoldSign Signature  
Location: Moldova

For the Member  
**Ivan DANII**  
General Director of the Agency for  
Geodesy, Cartography and Cadastre  
of the Republic of Moldova

