



GEODETTIC DATA - ESA TERMS OF USE

Version 1.0

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1. BACKGROUND

The European Space Agency (ESA) supports and enables the generation of the fundamental geodetic parameters of the global Geodetic Supply Chain by providing access to a wide range of geodetic data. Geodetic data refers to direct measurements obtained through space technologies determining the shape, gravity field and position of a celestial body as well as their changes over time to enable positioning, navigation and timing. Their processing by ESA specific models, algorithms and analysis strategies results in geodetic products.

Geodetic data hosted by ESA in its repositories or distributed by ESA via third party repositories include ESA generated data as well as third party data originating from a variety of global geodesy sources, such as the International Association of Geodesy Services.

ESA promotes the full, open, and free sharing of geodetic data with geodetic communities, institutions, industry, academia, and the public, subject to these Terms of Use (“Terms”).

By accessing or using geodetic data hosted by ESA in its repositories or distributed by ESA via third party repositories, users acknowledge that they have read, understood, and agree to these Terms.

2. DEFINITIONS

For the purposes of these Terms:

- “Data” means any raw and calibrated geodetic data, and derived or higher-level geodetic data products hosted by ESA in its repositories or distributed by ESA via third party repositories.
- “Data Provider” means any entity, including ESA and third-party Data Providers, which owns and supplies the Data.
- “User” means any individual or entity accessing and using the Data.

3. PURPOSE AND SCOPE

These Terms set out the general conditions applicable to the access and use of the Data, in accordance with the following:

- Data owned by ESA is made available on a free, open and non-exclusive basis, subject to these Terms.



- Data provided by third-party Data Providers may be subject to separate terms and conditions. Users are responsible for ensuring compliance with any applicable third-party restrictions.

4. ACCESS

ESA provides open and free of charge access to the Data, to any interested User, subject to these Terms.

Due to technical, legal and/or financial constraints, access to certain datasets through the ESA repositories may be restricted to certain categories of Users or made available upon specific request.

Access to the Data does not grant Users any rights other than those expressly set out in these Terms.

5. PERMITTED USE

Unless otherwise specified, Data owned by ESA may be used without restrictions for peaceful purposes, including scientific, technical, educational, and application development activities. Users may, in particular:

- access and download the Data;
- analyse, copy, display, process and transform the Data;
- incorporate the Data into geodetic products, research, models, and applications; and
- develop and commercialise services or products derived from, or making use of, the Data, provided that: (i) the Data is not sold, licensed, or redistributed, or otherwise made available to third parties for commercial gain; and (ii) the Data is not used in any manner as to state or imply the endorsement by ESA or any ESA employee of a commercial product, process or service.

ESA does not grant any rights to use Data provided by third-party Data Providers. Users are solely responsible for ensuring compliance with any applicable third-party rights, restrictions, or licensing conditions, and for obtaining any necessary permissions prior to using the Data.

6. OWNERSHIP / INTELLECTUAL PROPERTY

Ownership and all intellectual property rights in the Data remain with the respective Data Providers. Nothing in these Terms is construed as granting ownership or any rights beyond those explicitly stated. Users must comply with all applicable third-party terms, conditions, and attribution requirements. Users shall not use the Data in any way that infringes the intellectual property rights of ESA.

7. ATTRIBUTION AND CITATION

Users developing and/or distributing any output, publication, product, or any other work derived from, or incorporating the Data (the “Work”), must cite the relevant datasets used in the preparation of the Work in accordance with good scientific and technical practice, including inclusion in any reference list where applicable, and should include the following acknowledgement:

This work makes use of geodetic data made available by the European Space Agency (ESA) to foster open geodetic data access, generate geodetic products and promote innovation in the global geodesy community.

To ensure traceability and transparency regarding provenance and use, Users should include a sufficiently detailed description of how the Data was used within the body of the Work.

Where Data originates from third-party Data Providers, Users must comply with any additional attribution or citation requirements.

8. NO ENDORSEMENT

Users shall not use the Data in any manner as to state or imply the endorsement by ESA or any ESA employee of a commercial product, process or service, or in any other misleading manner.

9. DISCLAIMER

The data are provided on a best-effort basis. ESA reserves the right, at its sole discretion, to restrict or terminate the provision of the data at any time without prior notice.

The Data is provided on an “as is” and “as available” basis. While ESA endeavours to ensure the quality of the Data, it makes no representations or warranties, express or implied, regarding the accuracy, completeness, reliability, or suitability of the Data for any particular purpose. ESA reserves the right, at its sole discretion, to restrict or terminate the provision of the Data at any time without prior notice.

ESA assumes no liability for any direct or indirect loss or damage arising from or related to the access to, or use of, the Data. ESA does not indemnify, hold harmless, nor release Users from copyright infringement, nor grant exclusive rights to use with respect to the Data.