

**RESOLUTION ON**

**AMENDMENTS TO THE METEOSAT IMPLEMENTING RULES**

**adopted at the 91<sup>st</sup> Meeting of the EUMETSAT Council on 25-26 June 2019**

**The EUMETSAT Member States,**

**TAKING INTO ACCOUNT** the WMO Policy and Practice for the Exchange of Meteorological and Related Data and Products including Guidelines on Relationships in Commercial Meteorological Activities, as laid down in WMO Resolution 40 (Cg XII),

**RECALLING** that the current Meteosat Implementing Rules were originally adopted by Council as Annex I of Resolutions EUM/C/98/Res. IV and EUM/C/99/Res. VI, amended in Annex I of Resolution EUM/C/70/10/Res. III, EUM/C/80/14/Res. IV and EUM/C/85/16/Res. II, EUM/C/87/17/Res. I and in EUM/C/89/18/Res. II,

**BEARING IN MIND** the Roadmap of the Pathfinder Projects for future EUMETSAT data services, adopted by Council at its 85th meeting on 28-29 June 2016,

**BEARING IN MIND** the implementation of the simplifications to the EUMETSAT data and services policy adopted by Council Resolution EUM/C/89/18/Res. II on Amendments to the Data Policy Implementing Rules in reconciliation with the objectives of the Pathfinder Projects,

**WHISHING** to optimise the implementation of the fast track licensing,

**AGREE:**

- I** to amend Rule 5.2 of the current Meteosat Implementing Rules for Meteosat data and products.
- II** that the proposed amendments shown in Annex I to this Resolution shall take effect on 1 January 2020.
- III** that all other provisions in the Meteosat Implementing Rules and special IODC fee structure remain unchanged.

## IMPLEMENTING RULES FOR METEOSAT DATA AND PRODUCTS

### 1 THE METEOSAT CATALOGUE

For the purpose of distribution, dissemination and commercial application, a list of data, products and services is contained in the Meteosat Catalogue as displayed in the EUMETSAT Product Navigator and the EO Portal on the website at [www.eumetsat.int](http://www.eumetsat.int).

### 2 DEFINITIONS

For the purpose of these Implementing Rules, the following definitions shall apply:

"Advanced Image Product": the combination of different channels allocating a colour to each channel (i.e. RGB) or the mathematical blending of several image layers. These products do not contain the original numerical data.

"Archived Data and Products": Meteosat Data, Advanced Image Products and Derived Products from EUMETSAT's satellites stored in any format in EUMETSAT's data archive system.

"Broadcasters": those users who disseminate an item from the Meteosat Catalogue or images based on Meteosat Data through electronic public information systems including, but not limited to, Internet, terrestrial and satellite transmissions.

"Educational Use": any use of an item from the Meteosat Catalogue solely for educational non-commercial purposes, without transmission or redistribution of these data, products and services to any further third party, or use of them to generate a Value Added Service.

"End Users": those users who use an item from the Meteosat Catalogue for their own commercial or industrial purposes and do not pass on such item to any further user or use it to generate a Value Added Service.

"Essential Data and Products": EUMETSAT Data and Products which are declared "Essential" in accordance with WMO Resolution 40 (Cg-XII), as agreed by Council regardless of when and how these are made available to the user.

"Exclusive Licensing Agent": a NMS of a Member State exclusively representing EUMETSAT within that State for the purpose of licensing Meteosat Data.

"Hourly Meteosat Data": those nominal full disk repeat cycles of Meteosat Data referenced by EUMETSAT in time to each clock hour (UTC).

"High Rate SEVIRI Data ": high rate image data from the SEVIRI instrument of a Meteosat Second Generation satellite, processed to level 1.5 by the EUMETSAT Ground Segment.

"HRI Data": high resolution image data generated by a Meteosat First Generation satellite.

"Latency": the difference between the time reference attached by EUMETSAT to Meteosat Data or Product and its availability for user access under a given service.

"Low Rate SEVIRI Data ": low rate image data from the SEVIRI instrument of a Meteosat Second Generation satellite, processed to level 1.5 by the EUMETSAT Ground Segment.

"Member States": the States which are parties to the Convention for the Establishment of a European Organisation for the Exploitation of Meteorological Satellites.

"Meteosat Catalogue": the list of Meteosat Data, Products and Services provided in the EO Portal and the EUMETSAT Product Navigator.

“Meteosat Data”: all HRI Data and High Rate/Low Rate SEVIRI Data generated by the Meteosat First and Second Generation satellites.

"Meteosat Derived Products": products derived from level 1.5 Meteosat Data and disseminated to users in formats corresponding to WMO coding requirements that represent full spatial coverage. This includes products generated by the EUMETSAT ground segment and the EUMETSAT Satellite Application Facilities (SAFs).

"National Territory": the national territory of a state, including its internal waters, its archipelagic waters, its territorial sea and its exclusive economic zone, as defined in the United Nations Convention on the Law of the Sea (UNCLOS) signed in Montego Bay on 10 December 1982 and having entered into force on 16 November 1994.

"NMS" (National Meteorological Service): service responsible at national level, in conformity with its legal status, for the gathering, classification and production of meteorological information in the national interest, and responsible at international level for participating in WMO programmes.

"Official Duty": all activities which take place within the organisation of a NMS and external activities of a NMS resulting from legal, governmental or intergovernmental requirements relating to defence, civil aviation and the safety of life and property.

“Personal Use”: any use of an item from the Meteosat Catalogue solely for personal non-commercial purposes, without transmission or redistribution of these data, products and services to any further third party, or use of them to generate a Value Added Service.

“Rapid Scanning Data”: those Meteosat Data acquired by scanning of a certain geographical area within the footprint of a Meteosat satellite in more frequent time intervals than the nominal full disk repeat cycles.

"Research Project": any project organised for non-commercial research purposes only. A necessary condition for the recognition of non-commercial purposes is that all the results obtained are openly available at delivery costs only, without any delay linked to commercial objectives, and that the research itself is submitted for open publication.

"Service Providers": those users who acquire an item from the Meteosat Catalogue in order to supply Value Added Services under specific licence conditions to a third party clearly identified and known to the Service Provider.

"Standard Licence Agreement": the standard terms and conditions pursuant to which items in the Meteosat Catalogue must be licensed to users.

“Subsidiary”: a company which is controlled by the Licensee by means of the Licensee holding the majority of the voting rights (50% plus one vote).

"Third Party": any party external to a licence agreement between EUMETSAT or one of its Exclusive Licensing Agents and a user.

"Value Added Services (VAS)": all meteorological services which are derived from Meteosat data or products, specifically conceived for the needs of users and made available under specific licence conditions.

“Web Map Service”: a EUMETSAT Internet service that makes certain Meteosat Data, Advanced Image Products and Meteosat Derived Products defined in the Meteosat Catalogue accessible for visualisation via the Internet, but with no provision of access to original numerical data.

"Without Charge": at no more than the cost of reproduction and delivery (including the cost of distribution media, documentation, software licences, transmission and direct labour cost), but without charge for the data and products themselves.

### 3 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 1 EUMETSAT holds the full ownership and Intellectual Property Rights to the Meteosat Data and Products.
- 2 The Intellectual Property Rights to images based on Meteosat Data are shared between EUMETSAT and the Service Provider generating the images.
- 3 The Intellectual Property Rights to Value Added Services other than images based on Meteosat Data are considered to be owned by the Service Provider generating the Value Added Service.

### 4 "ESSENTIAL" METEOSAT DATA AND PRODUCTS

EUMETSAT shall make its Hourly Meteosat Data, all Derived Products and Advance Image Products available to all users world-wide on a free and unrestricted basis, regardless of when and how these are made available to the user, as "Essential" Data and Products in accordance with WMO Resolution 40 (Cg-XII).

### 5 LICENSING FOR NON-ESSENTIAL METEOSAT DATA

- 1 All Meteosat data and products not defined as "Essential" in Rule 4 above are classified as non-Essential.
- 2 The NMSs of Member States, acting as Exclusive Licensing Agents on behalf and for the account of EUMETSAT, shall have the responsibility for licensing non-Essential Meteosat Data with a latency of less than 3 hours to End users, Broadcasters and Service Providers ~~to users~~ receiving the data within their respective National Territories.
- 3 Acting as EUMETSAT's Exclusive Licensing Agents, the NMSs shall apply the EUMETSAT fees and conditions defined in Rules 8 and 10 below and shall sign licences applying the EUMETSAT standard licensing conditions with their users. The NMSs shall inform EUMETSAT of the signing of such licences.
- 4 The NMSs shall retain 25% of the fees received and allocate the remaining 75% to EUMETSAT.
- 5 Licensing for access to non-Essential Meteosat Data received outside Member States shall always be through a Standard Licence Agreement between the User and EUMETSAT according to the guidelines detailed in Rules 7, 8, 9 and 10 below.
- 6 EUMETSAT shall be responsible for the licensing of access to non-Essential data accessed via all types of EUMETSAT data access services (e.g.: Archive Data Service, Web Services...).

**6 CONDITIONS OF ACCESS TO NON-ESSENTIAL METEOSAT DATA BY NMSs OF MEMBER STATES**

- 1 The NMSs of Member States will receive non-Essential Meteosat Data for Official Duty use without charge.
- 2 Insofar as required for Official Duty use, the NMSs may grant access to other Departments within their respective National Administrations, subject to arrangements in accordance with national legislation, but all conditions defined in these Rules remain attached to the use of the data. Further distribution and all commercial applications of the Meteosat Data are subject to Rules 8, 10 and 11 below.

**7 CONDITIONS OF ACCESS TO NON-ESSENTIAL METEOSAT DATA BY NMSs OF NON-MEMBER STATES**

- 1 NMSs of non-Member States will have access to non-Essential Meteosat Data with a latency of more than 3 hours without charge upon acceptance of terms and conditions. Redistribution of the original numerical data to third parties is prohibited.
- 2 NMSs of non-Member States will have access to non-Essential Meteosat Data with a latency of less than 3 hours for Official Duty use in accordance with the conditions specified in Resolution EUM/C/89/18/Res. III.
- 3 NMSs of non-Member States which provide EUMETSAT with equivalent satellite data will be provided data under conditions to be agreed by the EUMETSAT Council on a case by case basis.
- 4 For limited periods, to support the monitoring of disasters or emergencies and in accordance with relevant UN resolutions, the full set of Meteosat Data will be made available Without Charge.
- 5 For Official Duty use by NMSs of non-Member States subject to tropical cyclones, all non-essential Meteosat Data will be made available Without Charge.
- 6 Regarding their commercial activities, the NMSs of non-Member States shall be treated in the same way as Service Providers, in accordance with the fees and conditions listed in Rule 10.
- 7 EUMETSAT will inform the NMSs of non-Member States of licences signed with other users receiving non-Essential Meteosat Data within their respective territories.

**8 CONDITIONS OF ACCESS TO NON-ESSENTIAL METEOSAT DATA BY RESEARCH PROJECTS AND FOR EDUCATIONAL OR PERSONAL USE**

Research Projects and Educational Users are given access Without Charge to non-Essential Meteosat Data, in accordance with standard EUMETSAT licensing conditions.

## **9 CONDITIONS OF ACCESS TO NON-ESSENTIAL METEOSAT DATA BY ECMWF**

ECMWF is given access Without Charge to non-Essential Meteosat Data for its own use in support of its mission, as defined in the ECMWF Convention. This use shall only cover activities carried out within the ECMWF Secretariat and shall not include retransmission of Meteosat Data to other users, including its Member States.

ECMWF will have access to non-Essential Meteosat Data with a latency of more than 3 hours without charge for any use, subject to non-redistribution of the original numerical data.

## **10 CONDITIONS OF ACCESS TO NON-ESSENTIAL METEOSAT DATA BY COMMERCIAL USERS AND OTHER USERS**

- 1 Commercial and other users will have access to non-Essential Meteosat Data with a latency of more than 3 hours without charge. Redistribution of the original numerical data to third parties is prohibited.
- 2 Commercial and other users will have access to non-Essential Meteosat Data with a latency of less than 3 hours against the fees and under the conditions specified below.
- 3 All End Users receiving non-Essential Meteosat Data directly with a latency of less than 3 hours shall be charged an annual flat fee of EUR 4,000. Redistribution of the original numerical data is prohibited.
- 4 Service Providers and Broadcasters licensed for access to non-Essential Meteosat Data with a latency of less than 3 hours shall be charged an annual flat fee of EUR 8,000. Licences to Service Providers will allow redistribution of Meteosat Data to another Service Provider only if this other Service Provider has the appropriate licence with EUMETSAT or one of its Exclusive Licensing Agents. Otherwise, redistribution of the original numerical data is prohibited.
- 5 Fees will be reviewed by the EUMETSAT Council at regular intervals in light of experience.
- 6 Commercial and other users shall be free to establish prices when supplying Value Added Services to their users and have the right to make their Value Added Services available to users without territorial restriction.

## **11 CONDITIONS OF ACCESS TO NON-ESSENTIAL METEOSAT DATA FOR COMMERCIAL ACTIVITIES OF NMSs OF MEMBER STATES**

- 1 The fees and conditions laid down in Rule 10 above shall apply in the relationship between the commercial activities of the NMSs of Member States and the NMSs when acting as EUMETSAT's Exclusive Licensing Agents.
- 2 In these cases, the NMSs acting as EUMETSAT's Exclusive Licensing Agents, shall be entitled to retain 25% of the fees due and shall allocate the balance to EUMETSAT.

## **12 CONDITIONS OF ACCESS TO ARCHIVED DATA AND PRODUCTS**

- 1 All users world-wide will have access to Essential Meteosat Data and Products on a free and unrestricted basis, regardless of when and how these are made available to the user, as "Essential" Data and Products in accordance with WMO Resolution 40 (Cg-XII).
- 2 All users will have access to non-Essential Meteosat Data and Products with a latency of more than 3 hours without charge for any use and upon acceptance of terms and conditions. Redistribution of the original numerical data is prohibited.
- 3 All users will have access to non-Essential Meteosat Data with a latency of less than 3 hours in accordance with the conditions laid down in Rules 6, 7, 8, 9, 10 and 11 above.
- 4 The volume of Archived Data and Products that may be ordered from the EUMETSAT Archive and Retrieval Facility through a single order or through successive orders is limited to avoid an unmanageable load and a consequential degraded level of service.

## **13 FINANCIAL MATTERS**

- 1 All income arising from the implementation of these Implementing Rules shall be included under a separate budget line into the annual EUMETSAT Budget on the basis of an estimate and shall be treated in accordance with the EUMETSAT Financial Rules.
- 2 EUMETSAT shall not be liable for the cost of procuring the necessary receiving equipment of any user. Decryption key units may be provided by EUMETSAT without costs. Users may be required to reimburse EUMETSAT for the cost of providing them with more than one of the decryption key units that may be required for the reception of non-Essential Meteosat Data, at the discretion of the Director-General. The number of decryption key units may be limited to avoid an unmanageable load and a consequential degraded level of service.





**RESOLUTION ON**

**THE APPROVAL OF THE INCREASE OF  
THE FINANCIAL ENVELOPE OF THE EPS PROGRAMME**

**presented for adoption at the 91<sup>st</sup> Meeting of the EUMETSAT Council  
on 25-26 June 2019**

**adopted on 26 June 2019**

**The EUMETSAT Member States,**

**CONSIDERING** that the EUMETSAT Council, at its 88<sup>th</sup> meeting on 5-6 December 2017 unanimously adopted Resolution EUM/C/88/17/Res. I on the extension of the duration of the EPS Programme,

**CONSIDERING** that the EUMETSAT Council, also at its 88<sup>th</sup> meeting, opened the voting of Resolution EUM/C/88/17/Res. II on an increase of the financial envelope of the EPS Programme,

**NOTING** that 29 of the 30 Member States have firmly voted in favour of Resolution EUM/C/88/17/Res. II,

**NOTING** that Portugal still needs to confirm its positive vote on Resolution EUM/C/88/17/Res. II,

**RECALLING** that Resolution EUM/C/88/17/Res. II will only formally enter into force upon approval by all Member States,

**NOTING** that the Portuguese Government, by Resolution n° 32/2015, has authorised the participation and financial contributions of Portugal to the EPS programme until the end of 2024,

**EXPECTING** that Portugal will be able to lift the *ad referendum* attached to its positive vote within a short period of time, and that the formal entry into force of Resolution EUM/C/88/17/Res. II will take place before the next ordinary Council meeting in December 2019,

**AGREE** to authorise the Director-General to commit funds for EPS operations up until the end of 2024,

**URGE** Portugal to complete as soon as possible the national approval process for its contributions to the increase of the financial envelope of the EPS programme beyond 2024.



**RESOLUTION ON**  
**THE FOURTH EXTENSION OF**  
**THE OPTIONAL JASON-2 ALTIMETRY PROGRAMME**

**presented for adoption at the 91<sup>st</sup> Meeting of the EUMETSAT Council  
on 25-26 June 2019, withdrawn at the 92<sup>nd</sup> Meeting of the EUMETSAT Council on  
3-4 December 2019**

**The Participating States in the Jason-2 Programme,**

**HAVING REGARD** to the EUMETSAT Convention which states that the primary objective of EUMETSAT is to establish, maintain and exploit European systems of operational meteorological satellites, taking into account as far as possible the recommendations of the World Meteorological Organization (WMO), and that a further objective of EUMETSAT is to contribute to the operational monitoring of the climate and the detection of global climatic changes,

**RECALLING** that the EUMETSAT strategy foresees continuity of the optional Jason altimetry satellite series,

**TAKING INTO ACCOUNT** the Declaration EUM/C/01/Decl.I on the Optional EUMETSAT Jason-2 Altimetry Programme,

**TAKING INTO ACCOUNT** the Resolution EUM/C/77/12/Res.III on the Extension of the Optional Jason-2 Altimetry Programme, Resolution EUM/C/79/13/Res.IV on the Second Extension of the Optional Jason-2 Altimetry Programme and Resolution EUM/C/86/16/Res.III on the Third Extension of the Optional Jason-2 Altimetry Programme,

**TAKING INTO ACCOUNT** the Declaration EUM/C/67/09/Decl.I on the Optional EUMETSAT Jason-3 Altimetry Programme as well as Declaration EUM/C/83/15/Dcl.I on the Optional EUMETSAT Jason-CS Programme,

**BEARING IN MIND** the status of the Jason-2 satellite and the related ground segment infrastructure,

**CONSIDERING** that the first satellite of the future Sentinel-6 altimetry reference mission is currently planned for launch in mid-November 2020 and, following a commissioning period lasting approximately twelve months, will be declared operational towards the end of 2021,

**CONSIDERING** the value of continued Jason-2 measurements to operational oceanography and climate monitoring in synergy with Jason-3, Sentinel-3 and Sentinel-6 missions,

**WISHING** to seize the opportunity to use the Jason-2 satellite for two more years, until end of 2021, to increase the accuracy and/or the spatial resolution of the map of mean sea surface already produced by Jason-2 at 4 km resolution, for the benefit of all future altimeter missions,

**CONSISTENT** with the Jason-2 Declaration, in which Participating States agreed to consider a possible extension of EUMETSAT Jason-2 Altimetry Programme operations beyond the 5-year period covered by the Jason-2 Programme Proposal, it being understood that this extension shall require unanimous approval by Participating States,

**WISHING** to exploit the full operational value of the Jason-2 system to the benefit of Participating States and the international user community,

**AGREE:**

- I** To amend the Optional Jason-2 Altimetry Programme Declaration to extend the duration of the Programme to cover Jason-2 operations for a further two-year period from 1 January 2020 until the end of 2021, followed by a six-month period for close-out activities until mid-2022, and including continued EUMETSAT involvement in the SARAL mission;
- II** To increase the financial envelope to MEUR 32.35 at 2001 economic conditions;
- III** That, should the Jason-2 satellite be lost in orbit prematurely before end of 2021 and the SARAL satellite continue to deliver useful altimetry data, Council and Participating States will be invited to decide whether to continue SARAL arrangements, and remaining Programme funds will be returned to Participating States.

**RESOLUTION ON  
CEILING OF THE GENERAL BUDGET 2021-2025**

**adopted at the 92<sup>nd</sup> Meeting of the EUMETSAT Council  
on 3-4 December 2019**

**The EUMETSAT Member States,**

**HAVING REGARD** to Article 2.5 of the EUMETSAT Convention, which establishes that the General Budget comprises activities not linked to a specific programme,

**CONSIDERING** that these activities shall represent the basic technical and administrative infrastructure of EUMETSAT including basic staff, buildings and equipment as well as preliminary activities authorised by the Council in preparation of future programmes, not yet approved,

**RECALLING** EUM/C/Res. XVIII establishing the first General Budget, a ceiling for the years 1990-1995 and contributions based on a GNP scale of contributions,

**RECALLING** EUM/C/95/Res. VI establishing the second General Budget, a ceiling for the years 1996-2000 and contributions based on a GNP scale of contributions,

**RECALLING** EUM/C/99/Res. V establishing the third General Budget, a ceiling for the years 2001-2005 and contributions based on a GNP scale of contributions,

**RECALLING** EUM/C/57/05/Res. I establishing the fourth General Budget, a ceiling for the years 2006-2010 and contributions based on a GNI scale of contributions,

**RECALLING** EUM/C/67/09/Res. III establishing the fifth General Budget, a ceiling for the years 2011-2015 and contributions based on a GNI scale of contributions,

**RECALLING** EUM/C/82/14/Res. III establishing the sixth General Budget, a ceiling for the years 2016-2020 and contributions based on a GNI scale of contributions,

**EXPRESSING** the need to establish a new ceiling,

**AGREE:**

- I** To fix a new ceiling of the General Budget for the years 2021-2025,
- II** To link this ceiling to contributions from Member States on a GNI scale,
- III** To limit these contributions to M€ 103.2 at 2020 economic conditions, including M€ 13.5 for the East Building Extension & Parking with related budgetary provisions blocked until relevant decision by Council, and M€ 4.0 as Copernicus Risk Margin.