



**Agreement for the combined commercial licensing of ECOMET
(Associate) Members' or Affiliate's data and/or products and ECMWF
products**
(Combined ECOMET-ECMWF licence)

Agreement Number:

LICENCE AGREEMENT FOR THE SUPPLY OF DATA AND PRODUCTS FROM THE EUROPEAN CENTRE for MEDIUM-RANGE WEATHER FORECASTS (ECMWF) PRODUCTS AND THE ECONOMIC INTEREST GROUPING OF EUROPEAN NATIONAL METEOROLOGICAL SERVICES (ECOMET)

Between Name of NMS of State or Co-operating State or ECMWF
 Address of NMS of State or Co-operating State or ECMWF

(Hereinafter called the Licensor)

And Name of Licensee
 Address of Licensee

(Hereinafter called the Licensee).

Article 1. Definitions

Archive-Products: The items of the ECMWF archive catalogue.

Broadcast/Broadcasting: The Dissemination of Value Added Services by means that are publicly accessible including, but not limited to, Internet, terrestrial, or satellite transmissions.

Broadcaster/Publisher: Those users who use Catalogue Items or Value Added Services in order to provide a service by means of Broadcasting or publishing in any form.

Catalogue Item: An item from the ECMWF or ECOMET Catalogue.

Contractor: A person or entity that enters into a contract with the Licensee to provide services to the Licensee which require that the Contractor accesses the Catalogue Items in order to



provide such services.

Co-operating State: A State with which a co-operation agreement providing for access to ECMWF data and Products has been concluded. See also “Type 1 Co-operating State” and “Type 2 Co-operating State”.

Data: All meteorological, oceanographic, hydrological and environmental observations obtained by National Meteorological Services (NMS) or Entities that are Affiliated with ECOMET.

Dissemination: Supply via public media e.g. Broadcasting.

Distribution: Controlled transmission or supply to clearly identified and known users.

ECMWF Catalogue: The list of Products for Distribution or Dissemination by NMSs of ECMWF Member States and Co-operating States and ECMWF.

ECMWF Delivery: Distribution of Products directly from ECMWF to the Licensee.

ECMWF Products: All real-time meteorological information in the form of pictures, charts, text or data files resulting from the transformation or processing of data sets by the ECMWF forecasting system

ECOMET Catalogue: The list of Data and Products available for Third Parties pursuant to a licensing agreement.

ECOMET Products: all real-time meteorological information in the form of pictures, charts, text or data files resulting from the transformation or processing of data

Educational Use: Any use of the Catalogue Items solely for educational non-commercial purposes, without transmission or redistribution of the Catalogue Items to any third party, or use of them to generate Value Added Services.

End User: Those users who use Catalogue Items or Value Added Services for their own commercial or industrial purposes and do not pass them on to any third party, or use them to generate Value Added Services.

Essential Data and Products: Data and Products which are made available by decision of the ECMWF Council on a free and unrestricted basis or are declared "essential" in the meaning of WMO Resolution 40 (Cg-XII) as agreed by the originating NMS.

Graphics Based on Catalogue Items: Non-retrievable VAS which result in the unambiguous display of Catalogue Items in graphical forms including but not limited to charts, maps, images, pictures or videos.

Maximum Charge Customer: The Licensee who pays the maximum information charge, i.e. the cap set by the ECMWF Council to the information charge.



ECMWF Member States: The States which are parties to the Convention for the Establishment of a European Centre for Medium-Range Weather Forecasts.

National Meteorological Service (NMS): The service in an ECMWF or ECOMET Member State or Co-operating State or Associate Member that is responsible at the national level, in conformity with its legal status, for the gathering, classification and production of meteorological information in the national interest, and responsible at the international level for participating in WMO programmes.

NMS Delivery: Distribution of Products from the ECMWF Member State or Co-operating State National Meteorological Service to the Licensee.

Non-retrievable Value Added Services: Any VAS from which the original Catalogue Items cannot be retrieved or reverse engineered without significant technical effort and/or expense.

Personal Use: Any use of Catalogue Items solely for personal non-commercial purposes, without transmission or redistribution of these Catalogue Items to any third party, or use of them to generate Value Added Services.

Product Daily Volume: The daily volume of the Products delivered to the Licensee via ECMWF Delivery or NMS Delivery.

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.

Research or Educational User: The recipient of the Catalogue Items who uses them for Educational Use or for a Research Project.

Retrievable Value Added Services: Any VAS from which the original Catalogue Items can be retrieved or reverse engineered without significant technical effort and/or expense.

Schedule Change Fees: The fees levied for changes to the Schedule of Products in case of ECMWF Delivery.

Schedule of Products: The detailed list of Catalogue Items agreed by the Licensor for Distribution to the Licensee and subject to variation in accordance to this agreement.

Service Provider: Those users who acquire Catalogue Items in order to supply Value Added Services under specific licence conditions to a third party clearly identified and known to the Service Provider.

Subsidiary:

Any subsidiary of the Licensee which is directly controlled by the Licensee by means of the Licensee holding the majority of the voting rights (50% plus one vote).



Type 1 Co-operating State: A State that has concluded a co-operation agreement that enables accession to the ECMWF Convention.

Type 2 Co-operating State: A State that has concluded a co-operation agreement for scientific and technical co-operation.

Value Added Services (VAS): all meteorological services which are:

- derived from one or more Catalogue Items; and
- specifically conceived for the needs of users; and
- made available under specific licence conditions.

Web Products: The items of product set VII of the ECMWF Catalogue.



Article 2. Object

The object of this agreement is to define the conditions under which the Licensee may use items from the ECMWF and ECOMET Catalogue.

Article 3. Purpose

1. If the Licensee is defined in Annex 1 to this agreement as a Service Provider/Broadcaster, the Licensee is authorised to use on a non-exclusive basis the Catalogue Items detailed in the Schedule of Products:

- for its own internal purposes;
- to Distribute Retrievable and Non-retrievable Value Added Services to End Users;
- to Broadcast Non-retrievable Value Added Services;
- to Distribute Non-retrievable Value Added Services to Broadcasters solely for the purpose of Broadcasting;

2. If the Licensee is defined in Annex 1 to this agreement as an **End User**, the Licensee is authorised to use on a non-exclusive basis the Catalogue Items detailed in the Schedule of Products for its own internal commercial or industrial purposes or for Personal Use but is not authorised to use them to generate Value Added Services.

3. If the Licensee is defined in Annex 1 to this agreement as a **Research or Educational User**, the Licensee is authorised to use on a non-exclusive basis the Catalogue Items detailed in the Schedule of Products only for the Research Project or Educational Use described in the Scope of Use.

Article 4. Exclusions

1. The use of the Catalogue Items is limited to the purpose of the licence detailed in Article 3 hereof.

2. The Licensee shall not use, store or deal with the Catalogue Items or any associated data, software, documentation or other information in a manner that contradicts the purpose as detailed in Article 3 hereof without the prior written consent of the Licensor.

3. The Licensee shall not reproduce, distribute, license, transfer, assign, sell, disclose to or otherwise forward the Catalogue Items or any associated data, software, documentation, or other information to any third party other than as provided for in Articles 3, 5.8 and 5.9 without the prior written consent of the Licensor.

4. The Licensee shall not use the Catalogue Items for the provision of services other than as authorised under Article 3 hereof.



5. The Licensee, when Broadcasting or Distributing Graphics Based on ECMWF Products Catalogue Items to Broadcasters, must ensure that recipients of the broadcasted VAS are not granted any rights beyond those granted to End Users.

6. Nothing in this licence shall prevent the Licensee from making necessary back-up copies or otherwise exercising a right in relation to the Catalogue Items which cannot be excluded by agreement.

Article 5. Conditions

1. ECMWF and ECOMET member NMSs reserve the right to discontinue an item that is in their respective Catalogues.

2. ECMWF and ECOMET member NMSs reserve the right to reclassify their respective Catalogue Items as Essential Data and Products.

The Licensor shall inform the Licensee in writing three months in advance of the effective date of any discontinuation, or reclassification of Catalogue Items, in accordance with Article 5.1 and 5.2, which are part of the Schedule of Products.

3. In accordance with Article 5.1 to 5.3, if, for any reason whatsoever, a discontinuation without the provision of suitable replacement items, or a reclassification of one or more of the Catalogue Items detailed in the Schedule of Products occurs without the provision of suitable replacement items, the fees for the period involved as agreed in Article 7 hereof will be decreased pro-rata. Such a decrease of fees is not applicable to Maximum Charge Customers.

4. The Licensee who subscribes to Web Products is subject to the following additional conditions:

a) Access to all analysis and forecast Web Products is provided on an 'as is' basis; the range of Web Products will be adjusted in the light of experience and in response to the evolution of the forecasting system; newly developed items will be added but others may be removed.

b) ECMWF endeavours to provide the Web Products with operational priority but the entire Web service or selected Web Products may be unavailable for up to 48 hours.

c) Subscribers to Web Products may view them using interactive software which accesses the products directly from ECMWF systems; no other downloading aided by computer programs is permitted.

d) Web Products cannot be redistributed nor used in any publication, website, television broadcasting or via any other media.

5. The Licensee who is defined as a Maximum Charge Customer in Annex 1 to this agreement, is subject to the following additional conditions:



- a) The Licensee has the right to receive any of the Products available from the ECMWF Catalogue.
 - b) Product delivery to the Licensee is based on the Schedule of Products.
 - c) In case of ECMWF Delivery, after the initial two month set-up phase, the number of changes to the Schedule of Products by the Licensee during each twelve month period of the agreement must not exceed the Schedule Changes Limit as set in Annex 1 to this agreement.
 - d) In case of NMS Delivery, the Licensee may agree changes to the Schedule of Products with the NMS according to the administrative procedures of the NMS.
 - e) Access to Archive-Products is provided upon the Licensee's request and subject to the acceptance of the applicable terms and conditions for Archive-Products.
 - f) Access to Archive-Products is granted by using tools provided by ECMWF and is subject to the payment of the appropriate handling charges, depending on the use of the archive.
 - g) The Product Daily Volume shall not exceed the limits as set in Annex 1 to this agreement.
6. The Licensee who is not defined as a Maximum Charge Customer in Annex 1 to this agreement and receives the Products via ECMWF Delivery, is subject to the following additional conditions:
- a) The Licensee will be allowed a maximum of four changes per contract year to the Schedule of Products, free of any Schedule Change Fees.
 - b) Additional Schedule Change Fees shall be charged for any further change to the Schedule of Products within the contract year.
7. Subject to Article 5.10, the Licensee is authorised to distribute the Catalogue Items to the Subsidiaries listed in Annex 1 to this agreement.
8. The Licensee is authorised to distribute the Catalogue Items to Contractors solely for the purpose of allowing the Contractors to provide services to the Licensee. Any other use and any redistribution by Contractors is prohibited and shall be considered as a default of the Licensee and shall render the Licensee liable vis-à-vis the Licensor and shall lead, in particular, to the application of Article 9 hereinafter.
9. The Subsidiaries are entitled to use the Catalogue Items for the same purposes as the Licensee. Any other use and any redistribution by Subsidiaries is prohibited and shall be considered as a default of the Licensee and shall render the Licensee liable vis-à-vis the Licensor and shall lead, in particular, to the application of Article 9 hereinafter.



Article 6. Duration

Subject to fulfilling its obligations in this agreement, the Licensee shall be entitled to exercise the rights set out in Article 3 hereof in the period specified in Annex 1.

Article 7. Fees

1. The rights set out in Article 3 hereof are subject to the payment of fees, as detailed in Annex 1 to this agreement.

2. The Licensee shall make payments according to the payment schedule set out in Annex 1 to this agreement.

3. All payments shall be made into :

Name of Bank
Account details

4. The annual fees may be changed by the Licensor, giving the Licensee six months notice of such change in writing. Within the period of this agreement these fees are firm, fixed, i.e. without adjustment or revision of the fees of any sort other than as permitted in this Clause.

5. Notwithstanding Clause 4 of this Article, the parties may at any time negotiate variation to the Schedule of Products with corresponding revision of fees.

Article 8. Ownership of Intellectual Property Rights

1. All Intellectual Property Rights of the Catalogue Items owned by ECMWF or an ECOMET member NMS shall remain the property of the respective owner and the Licensee acknowledges the full title and ownership of all the Catalogue Items supplied.

2. The Intellectual Property Rights to Value Added Services are owned by the Service Provider generating the Value Added Service.

3. The Licensee acknowledges that the supplied Catalogue Items are protected from use by unauthorised third parties by the owner's intellectual property rights and by unfair competition law.

4. When using ECMWF Products for the provision of Retrievable Value Added Services, the Licensee shall mark the Products with an acknowledgement indicating ownership, as follows: " © [year] European Centre for Medium-range Weather Forecasts (ECMWF) ".



5. The following wording shall be attached to the services referred to in Article 3

[optional] "this service is based on data and products of the European Centre for Medium-range Weather Forecasts (ECMWF)".

[optional] "this service is based on data and products of the [name NMS]"

6. The Licensee accepts all responsibility and liability for the Value Added Services and shall not claim to any customer, or potential customer, accuracy of the Catalogue Items which are components of the Value Added Services inappropriate to the scientific basis of such Catalogue Items.

Article 9. Default

Default and the consequences thereof shall be governed by the laws of England and Wales (replace with your national laws). In addition:

1. Default by the Licensee of its obligations under this agreement shall entitle the Licensor to terminate this agreement without notice. The Licensor shall furthermore be entitled to full damages regardless of whether this agreement is terminated.

2. Without excluding the Licensor's rights to invoke other legal sanctions related to default in payments (e.g. termination) the Licensee shall, in cases of any late payment, pay interest for the period of delay at the rate of 5% above the three month EUR market rate.

Article 10. Termination

1. This agreement may be terminated at any time by the Licensee or by the Licensor upon three months written notice to the other party and the annual fees payable to the Licensor shall be reduced pro rata.

2. Either party may terminate this agreement by notice upon a material breach of this agreement by the other party. Where the breach is capable of remedy, the notice shall specify the breach and allow 30 days for the breach to be remedied, failing which the notice shall come into effect. In other cases, the notice shall have immediate effect.

Article 11. Warranty and Liability

(You may wish to review Article 11 with reference to your national laws)



1. The Licensor warrants that it has the authority to enter into this agreement.
2. The Licensor makes no warranty as to the accuracy or completeness of the Catalogue Items or the uninterrupted provision of the Catalogue Items. All Catalogue Items are provided on an "as is" basis. Any warranty implied by statute or otherwise is hereby excluded from this agreement to the fullest extent permissible by law.
3. If any of the Catalogue Items are temporarily unavailable for a continuous period exceeding 48 hours due to an act or omission of the Licensor, the fees specified in Article 7 for the Catalogue Items which are unavailable shall be reduced pro rata for the period of unavailability. There will be no reduction in fees for interruptions of 48 hours or less.
4. The Licensee shall be responsible for ensuring that its employees, Subsidiaries and Contractors use the Catalogue Items in accordance with the terms of this agreement.
5. Neither party shall be liable to the other under any cause of action for any loss of profit or loss of revenue (whether direct or indirect); any indirect loss; loss of goodwill, reputation or opportunity; or any loss of or corruption of data however so arising out of or in connection with this agreement whether or not that party had been informed of or was aware that there was a serious possibility of such loss.
6. The liability of the Licensor however so arising out of or in connection with this agreement under any cause of action shall not exceed the fees paid in accordance with Article 7.
7. Notwithstanding any contrary provision in this agreement, neither party limits or excludes its liability in respect of any death or personal injury caused by its negligence; any fraud; or any statutory or other liability which cannot be excluded or limited under applicable law.
8. Neither the Licensor nor ECMWF nor ECOMET shall be liable should ECMWF or the originating National Meteorological Service discontinue the provision of the Catalogue Items at any time.
9. ECMWF shall have no liability in contract, tort or otherwise arising out of or in connection with this agreement, except when ECMWF is the Licensor.

Article 12. Force Majeure

Neither ECMWF nor ECOMET nor the Licensor shall be liable for failure to fulfil this agreement due to circumstances outside the control of the Licensor and/or ECMWF and/or ECOMET which could not have been foreseen at the time of entering into this agreement and which could not be reasonably avoided or overcome by the Licensor and/or ECMWF and/or ECOMET. For the avoidance of doubt, delay or corruption of the Catalogue Items due to transfer over the Internet shall be considered to be Force Majeure.



Article 13. Dispute

This agreement shall be governed by, and construed in accordance with the laws of England and Wales (replace with your national laws).

(Alternative 1; in case you prefer any dispute only to be heard by courts; otherwise please delete) In the event of a dispute relating to this agreement, each of the parties irrevocably submits to the exclusive jurisdiction of the English (replace with your national) courts.

(Alternative 2; in case you prefer arbitration to be available as an optional first step of conflict resolution; otherwise, please delete)

The parties shall attempt to settle any dispute between them in an amicable manner. If the dispute cannot be so settled, the parties can agree to settle the dispute under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (please replace by regulations you are confident with) by one or three (please select appropriate number) arbitrators appointed in accordance with the said rules; sitting in London, England (please add appropriate venue). The proceedings shall be in the English language (please select appropriate language). This clause shall not in any way impede either party's rights under the laws of England and Wales (replace with your national laws) to take further action in the English (replace with your national) courts.

Article 14. Transfer of Agreement

The Licensee shall not transfer the benefit or burden of this agreement in whole or in part.

Article 15. Waiver

If a party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.



SIGNED

In (place) In..... (place)

on (date) on..... (date)

title title
.....

for the Licensee for (insert name of Licensor)

.....
.....



ANNEX 1.

AGREEMENT TYPE

End User Service Provider/Broadcaster Research or Educational User

MAXIMUM CHARGE CUSTOMER

Yes No

DELIVERY TYPE

NMS Delivery ECMWF Delivery

DURATION

Commencement date of agreement: **Enter Start Date**

Termination date of agreement: **Enter End Date**

SCOPE OF USE

N/A or Enter: The Products are for use in connection with the activities of... (description of Research Project, Educational Use etc)

DISTRIBUTION OF PRODUCTS TO SUBSIDIARIES

N/A or list names and registered addresses of the subsidiaries

FEES	Annual	One-off
Information Charge	Enter Fees or N/A	
Delivery Fees	Enter Fees or N/A	
NMS Handling Charges	Enter Fees or N/A	Enter Fees or N/A
ECMWF Handling Charges	Enter Fees or N/A	Enter Fees or N/A
Sub Total Fees	Enter Fees or N/A	Enter Fees or N/A



Total Fees	Enter Fees or N/A
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PAYMENT SCHEDULE

The first payment of the year shall be by the date of **Enter Date, N/A, or "Upon receipt of invoice"**

Payment scheme **Enter N/A, annual, biannual, quarterly, etc.**

CURRENT ADDITIONAL CHARGES AND LIMITS

Contract Amendment Fees: **Enter Fees set by ECMWF or N/A**

Schedule Change Fees: **Enter Fees set by ECMWF or N/A**

Schedule Changes Limit: **Enter Number set by ECMWF or N/A**

Product Daily Volume	Delivery Fees
Up to Value set by ECMWF (currently "100") GB	N/A
Every Value set by ECMWF (currently "10") GB thereafter up to Value set by ECMWF (currently "600") GB (Maximum Product Daily Volume per contract)	Value set by ECMWF (currently 2000 EUR)

The Initial Schedule of Products

THE PRODUCTS

(describe Product Set, domain(s) required, resolution in numerical order)

ELEMENTS

(describe parameters required in numerical order corresponding to the Product list)

FORECAST TIMES

(describe forecast times and timesteps in numerical order corresponding to the Product list)

ISSUES

(describe number of model outputs per day, week, month in numerical order corresponding to the Product list)