Standard licence agreement for commercial use of data and/or products

1. PARTIES

This Licence is agreed between
National Meteorological Service (NMS) ………. (insert name, address),
Licensor of data and/or products as described herein,
represented by ………. (insert name)
hereinafter as referred to **the Licensor**

and

Company………. (company name, address)
represented by ………. (insert name)
referred to as **the Licensee**

2. PURPOSE OF THE LICENCE

The licensor grants the Licensee a Non-Exclusive Licence of the data and/or products as defined below (choose one or more of the following):

1. The right to use the data and/or products for their own purpose (End User)

2. The right to disseminate the data and/or products by means that are publicly accessible including, but not limited to terrestrial or satellite transmissions including dissemination on an open internet site (Broadcast)

3. The right to use the data and/or products in order to supply value Added services to a further Third party that is clearly identified and known to the Licensee but excluding re-distribution of the data and/or products. (Service Provider)

4. The right to re-distribute the data and/or products as part of a value Added Service, including the dissemination on an open internet site. (Re-distribution)
When redistributing on an open Internet site, the Licensee should mark the services with an acknowledgement indicating ownership, as follows: (please specify).

5. The right of redistribution by the Holding Company Licensee of the data and/or products to the following Subsidiary (ies): (Redistribution from Service Provider Holding Company to Subsidiary)

   … (name of the Subsidiary)
   … (name of the Subsidiary)
   … (name of the Subsidiary)

   The Holding Company declares that it has the majority of the voting rights (50% + 1) in the above mentioned Subsidiary (ies) and has direct control.

3. DEFINITIONS

* Value Added Services (VAS) : all meteorological services which are:
- Derived from one or more Products; and
- Specifically conceived for the needs of users; and
- Made available under specific licence conditions

* Broadcast: the dissemination of Data, Products or Value Added Services by means that are publicly accessible including, but not limited to, Internet, terrestrial or satellite transmissions.

* End User: a Third Party which uses an item in the ECOMET Catalogue for its own commercial, industrial, or personal purposes and does not pass this item on to any further Third Party nor uses it to generate a Value Added Service.

* Broadcaster/publisher: a Third Party which uses an Item in the ECOMET Catalogue in order to provide a service by means of broadcast or publishing in any form.

* Third Party: The recipient of Data or Products Value Added Services which is not a Member of the Grouping, an Associate Member or Affiliated Organisation.

* Member: A party to the ECOMET E.I.G., which has the full rights and obligations related to its Membership

* Associate Member: A NMS who intends to join ECOMET as a full Member, and therefore signs an agreement with the GA.

* Affiliate(d) Organisation: A National or Regional Government funded Institute with a public duty task or a Research/ Academic Institute that has data to be inserted in the ECOMET catalogue and participates in a EUMETNET programme where the outputs are in the catalogue

* Service Provider: a Third Party which acquires an item in the ECOMET Catalogue in order to supply Value Added Services under specific licence conditions to a further Third Party that is clearly identified and known to the first Third Party.

* Force Majeure: circumstances outside the control of a Member, Associate or Affiliate which could not have been foreseen at the time of entering into the obligation as a party to a sublicence and which could not have been avoided or overcome.

4. DELIVERY

The Licensor will make the data and/or products available to the Licensees in accordance to the following products description and technical specifications: (insert details)

5. PAYMENT

The licensee shall pay the fee as determined in the appropriate Annex. Payment of this sum shall be made to the Licensor (insert account details) within [30] days of receipt by the Licensee of the Licensor's invoice.

Licensor undertakes responsibility to meet all ECOMET charges due under this Licence.

6. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Rights in the Items listed in all the Annexes to this Licence are retained by the Licensor. Any use of such Item by the Licensees shall include acknowledgement of such Rights and publication of ownership of Copyright where relevant. Nothing in this Licence shall operate or have effect of any transfer or assignment of the proprietary or Intellectual Property Rights of the right-holder.

7. LIMITATION OF USE

The use of the Item is limited to the Object of the Licence which Licensee declares has been described in detail in Section 2 (purpose of the licence) hereof.

If the Licensor has to restrict the extent of validity of this Licence Agreement due to changes in international regulations, the Licensor shall inform the Licensee in writing. Provided that a longer transition period is not specified explicitly, such a restriction shall become effective 12 calendar months after its notification.

Licensee shall not use, store or deal with the Item or any associated data, software, documentation or other information in a manner that is in contradiction with the Object of the appropriate Licence without the prior written consent of the Licensor.

Licensee shall not reproduce, distribute, licence, transfer, assign, sell, disclose to or otherwise forward the Item or any associated data, software, documentation or other information to any third party without the prior written consent of the Licensor, nor use the Item to provide any services outside those specified in the Object of the appropriate Licence.

8. LIABILITY

Licensee shall be liable, notwithstanding any other remedies that Licensor may have against Licensee, including termination of this Agreement, to indemnify Licensor for any loss Licensor suffers and/or to reimburse Licensor for the gain Licensee obtains in contravention of this clause.

9. SOFTWARE

In case the item is contained in computer software, limitations of use in addition to those defined above could read as follows:

Licensee undertakes
(i) to use the software on a single central processing unit of a specific computer system located at (...); *optional*
(ii) not to copy, other than for the normal operation of the software on Licensee's computer system or for the purpose of making one back-up copy, reproduce, translate, adapt, adapt, vary or modify the Item; *mandatory*
(iii) to replace the current version of the Item with its upgraded version forthwith upon receipt from Licensor; *optional*
(iv) to reproduce and include the copyright notice of the Licensor as may be specified in or on the software on all and any copies, whether in whole or in part, in any form, including partial copies of modifications of the Item; *mandatory*
(v) not to seek to reproduce the source code of the software or to translate its form unless such reproduction or translation strictly conforms with the precise conditions detailed in Article 6 of EC Council Directive 91/250/EEC of 14 May 1991 on the legal protection of computer programs (O.J. (1991) L 122/42); *mandatory*
(vi) ...within 8 days after the date of termination or discontinuance of this Agreement for whatever reason, to return or destroy, as Licensor shall instruct, the software and all copies, in whole or in part, in any form including partial copies of modifications received from Licensor or made in connection with this Agreement, and all documentation relating thereto and to furnish Licensor with a certificate indicating that the same has been done, unless the Licensee has obtained Licensor's prior written authorisation to retain one copy for archiving purposes only. *mandatory*

10. CONFIDENTIALITY

Without the written consent of the Licensor the Licensee shall not divulge to any third party information, documentation, business practices or internal circumstances of the Licensor which it may have obtained by virtue of the operation of this Licence. The obligations of Confidentiality set out in this Licence shall continue notwithstanding the termination of this Licence. The Licensee shall be held liable for any misuse by itself, employees, associates or third party of any information received under or by operation of this Licence.

11. WARRANTY AND LIABILITY

The Item the subject of this Licence has been developed and/or produced for the purposes of (Originating Member) and the Licensor does not warrant its use for any other purpose than that stated in the Object above.

[For software use: The Licensor does not warrant that the Item is suitable for use on the Licensee's equipment and accepts no liability for the results of any use of the Item.]

The Licensor warrants that it has the authority to grant his Licence by virtue of its membership

of ECOMET or agreement with ECOMET.

The Licensor shall not be liable for the consequences of any use made of the Item by the Licensee.

The Licensee shall be held liable for any misuse of the Item, the subject of this Licence, by its employees, associates or third party.

12. FORCE MAJEURE

The Licensor shall not be liable for failure to fulfil this agreement due to circumstances outside the control of the Licensor which could not have been foreseen at the time of entering into this agreement and which could not reasonably be avoided or overcome by the Licensor.

As far as national security interests of the Members are involved, the [National Weather Service] may by order of the [Government, Ministry] terminate or reduce the delivery of data and products. The liability for action or damages is excluded.

13. TERMINATION

This Licence may be terminated by the Licensor at any time consequent upon the following: *optional*
(a) If any sum payable under this Licence are in arrears by 60 days following written demand by the Licensor. *optional*
(b) If the Licensee fails to remedy breach of any of the obligations or conditions of Use set out in this Licence within 60 days of receipt of written notice by the Licensor requiring him to do so. *optional*
(c) Damage or breach of contract *mandatory*
This Licence may be terminated by the Licensees at any time by giving 60 days' notice in writing. *optional*

14. NOTICE

optional

Service of any Notice under this Licence shall be in writing, delivered by hand, or sent by telefax or by pre-paid *on* first-class post to the following

(Insert name of Person plus NMS address)
(Insert name of Person plus Institution name and address)

Any such notice, if served by post or telefax shall be deemed to have been given at the time when it would have been received in due course.

15. WAIVER

Any waiver by the Licensor of a breach by the Licensee of any provision of this Licence shall be limited to that particular breach and shall not operate in any way in respect of any future breach by the Licensee and no delay on the part of the Licensor to exercise its rights under this Licence shall be deemed as a waiver of that breach. *optional*

16. ASSIGNMENT

The Licensee(s) shall not assign the rights under this Licence without the written consent of the Licensor.

17. DISPUTE

content optional

Either Court proceedings under Law of the Contract or Arbitration to be decided by the Parties to this Licence.

18. APPLICABLE LAW

This agreement shall be governed by the law of … (country of the licensor).

19. PERIOD OF AGREEMENT

(Dates to be inserted)

20. DECLARATION

I, the undersigned (insert name) declare that I am the authorised signatory on behalf of NMS [insert name]

I, the undersigned Name, declare that I am the authorised signatory on behalf of the Customer.

This Licence has been drawn up in two identical copies of which each party has taken one.

Signature   Signature   Signature

Date   Date   Date