



## **Standard licence agreement for Research and Education use of data and/or products**

### **1. PARTIES**

This Licence is agreed between  
**National Meteorological Service (NMS)** ..... (insert name, address),

represented by ..... (insert name)  
hereinafter as referred to the **Licensor**

and

The **Licensees** are the Partners participating in the Project <Fill in the project name and abbreviation ABBREV>. The ABBREV Project funded Partners, the Licensees, are the following:

- <Specify Institute/University>, acting as Project Coordinator;
- ... (List all institutes/universities who will have access to the data in this project)

Description of the Project can be seen at <add website URL> or describe the project in Annex.

### **2. OBJECT OF THE LICENCE**

The Licensor grants the Licensees a non-Exclusive licence to use the data and/or products as defined below:

The Grant of this Licence does not permit use of the data and/or products licensed to be used for commercial purposes or exploitation for profit.

### **3. DELIVERY**

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

### **4. PAYMENT**

There is no information charge for Research and Education purposes.  
A fee may be charged for setting up the account and providing support.  
Give details of fee for the above services.



## **5. INTELLECTUAL PROPERTY RIGHTS**

Intellectual Property Rights are retained by the Licensor in his own right or on behalf of the owner. Licensed use of the data and/or products by the Licensee shall include acknowledgement of such Rights and publication of ownership of Copyright where relevant.

## **6. GRANT BACK PROVISION**

(optional and as appropriate)

The Licensee shall grant to the Licensor a non-exclusive licence to use the results obtained from the research project connected with this Licence.

## **7. LIMITATION OF USE**

The use of the data and/or products is limited to the Object above and does not permit commercial exploitation, business use, resale or transfer of the data and/or products, software, documentation or information supplied under this Licence nor transfer or resale of such to any third party without the written consent of the Licensor,

The use of the data and/or products is limited to the Object of the Licence which Licensees declare has been described in detail in Article 2 hereof.

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

Licensees shall not reproduce, distribute, license, transfer, assign, sell, disclose to or otherwise forward the data and/or products or any associated data, software, documentation or other information to any third party without the prior written consent of the Licensor, nor use the data and/or products to provide any services outside those specified in the Object, or as set out under this clause.

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

This Licence is limited to the use of the licensed data and services within the scope of the Project defined in Article 1. The Licensee cannot grant sublicences to other users than those identified as participants in the Project as laid out in Article 1 above.

## **8. CONFIDENTIALITY**

Without the written consent of the Licensor the Licensees 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 Licensees 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.

## **9. WARRANTY AND LIABILITY**

The Licensor warrants that it has the authority to grant this Licence by virtue of its ECOMET Membership.

## **10. FORCE MAJEURE**

Neither the Licensor nor the Licensees shall be liable for failure to fulfil this agreement due to circumstances outside the control of the Licensor or Licensees, respectively, which could not have been foreseen at the time of entering into this agreement and which could not be avoided or overcome by the Licensor or Licensees, respectively.

National security measures taken by the government of the Licensor that impose reduction or termination of the delivery enter into this category whereby liability for action or damages is excluded.

## **11. TERMINATION**

This Licence may be terminated by the Licensor at any time if the Licensees fail 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 them to do so.

This Licence may be terminated by the Licensees at any time by giving 60 days' notice in writing.

## **12. NOTICE**

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

Licensor: Name & Address, point of contact

Licensee:

ABBREV Project Coordinator

Name & Address

Xxx University/institute

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.



### **13. WAIVER**

Any waiver by the Licensor of a breach by the Licensees 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 Licensees 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.

### **14. ASSIGNMENT**

The Licensees shall not assign the rights under this Licence without the written consent of the Licensor.

### **15. DISPUTE**

Any dispute among the Parties concerning the interpretation of the present Licence will be settled by agreement between the two Parties.

### **16. PERIOD OF AGREEMENT**

<To be specified here (max 3 years, generally for project duration)>

### **17. AMENDMENTS TO THE CONTRACT**

Any amendments to this contract shall be done in written form and agreed by all Parties.

### **18. DECLARATION**

I, the undersigned **xxxx, position/function**, declare that I am the authorised signatory on behalf of the Licensor <name of NMS>

I, the undersigned **Name, ABBREV Project Coordinator**, declare that I am the authorised signatory on behalf of the **ABBREV Project Partners**.

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

Signature

Signature

Date

Date



Version June 2022

ANNEX I (if no URL of the Project is provided)

A short description of the Project