

License to use for non-commercial research the computer codes of the shared ALADIN-HIRLAM numerical weather prediction system

Considering that:

- The ALADIN and HIRLAM consortia, composed of national meteorological services of Europe and Northern Africa¹, jointly develop computer codes for numerical weather prediction on limited area domains under the generic name “shared ALADIN-HIRLAM system”;
- The shared ALADIN-HIRLAM system also utilizes parts of the IFS-Arpege software jointly developed by Météo-France and ECMWF, including some codes provided by third-parties;
- Météo-France is a Member of the ALADIN consortium and an Associate Member of the HIRLAM Consortium;
- Codes owned by ECMWF are generally accessible to the Member and Cooperating States of ECMWF ;
- Météo-France has concluded with ECMWF an “IFS-Arpege agreement” that regulates the access to and use of ECMWF software by Members of the consortia who are not Member or Cooperating States of ECMWF and lists the rights of use of codes provided by third-parties;
- The ALADIN and HIRLAM consortia have signed a cooperation agreement that allows each Member of either consortium to license the shared codes to academic institutions of their home country for non-commercial research of interest to weather services;

The undersigned:

- NMS, Member of the ALADIN (HIRLAM) Consortium, referred hereafter as “the Licensor”, represented by, Director
-, referred hereafter as “the Licensee”, represented by, Director

Agree to the following:

1. The Licensor grants the Licensee access to computer codes of the shared ALADIN-HIRLAM system needed to conduct research in relation with project described in the Annex.
2. This license is valid from to(period of three years maximum)

Obligations of the Licensor

1 The Consortia are currently composed of the NMSs of Algeria, Austria, Belgium, Bulgaria, Croatia, Czech Republic, France, Hungary, Morocco, Poland, Portugal, Romania, Slovakia, Slovenia, Tunisia, Turkey (ALADIN), Denmark, Estonia, Finland, Iceland, Ireland, Lithuania, Netherlands, Norway, Spain, Sweden (HIRLAM)

3. The Licensor warrants that the list of codes provided to the Licensee include only parts owned by either Consortia, or codes of ECMWF, Météo-France or third-parties allowed by the IFS-Arpege agreement between ECMWF and Météo-France.
4. The Licensor will send to ECMWF, Météo-France, the ALADIN General Assembly and the HIRLAM Council a copy of the present License Agreement and of the list of codes provided to the Licensee.
5. The Members of the ALADIN and HIRLAM consortia do not guarantee the correctness of the licensed codes in any sense, nor do they accept any responsibility for their maintenance or updating.
6. The Members of the ALADIN and HIRLAM consortia accept no responsibility for damage, financially or otherwise, caused by the use of any part of the licensed codes.
7. The Licensor will provide assistance to the Licensee for the initial installation of the code and the resolution of technical problems encountered, within reasonable limits.

Obligations of the Licensee

8. The licensee shall not have access to the original repository of the shared ALADIN-HIRLAM system, but to separate authorized copies of the codes that he will keep under its own responsibility.
9. The Licensee shall not pass on or sell the codes licensed to him under this agreement to any third party.
10. The Licensee shall not distribute or sell meteorological or climatological products based on outputs of the codes licensed to him under this agreement. The only exception is a posteriori distribution of products in scientific publications that are the normal outcome of research activities.
11. The Licensee shall not use any part of the licensed codes for any activity outside of project
12. All results of research carried out with the licensed codes will be made available to the Members of the ALADIN and HIRLAM consortia, with appropriate rights to use such results. A copy of the source code of all software developed directly as a result of the research involving the licensed code shall be made available to the Members of the ALADIN and HIRLAM consortia with full, irrevocable rights to use any such software for any purpose.
13. In all publications resulting from research carried out, the origin of the codes shall be acknowledged by the following text: “this work used the shared ALADIN-HIRLAM system, developed and made available by the ALADIN and HIRLAM consortia.
14. The Licensee shall provide annually a brief summary of research carried out in relation to the license agreement.
15. The license is given for an institution, not a specific user. If a specific user at an institution granted access to use the license changes to another institution, he/she must request a license for his/her new institution. The institution given the license will maintain its rights and obligations as Licensee under this agreement even if a specific user changes to another institution.

In case of non-respect of the Licensee obligations, the Licensor is entitled to terminate this license agreement without notice and require that the Licensee destroy the codes.

Any dispute concerning this license, its validity, its interpretation or any circumstance in connection therewith shall be solved amicably if possible. An arbitration panel consisting of one member from each of the parties shall be formed and shall propose a settlement of the

dispute. In case an agreement cannot be found by the arbitration panel, the parties agree here that any further dispute regarding the License or use thereof shall be governed by the national law of the home country of the parties.

Made on (date)

For the Licensor

For the Licensee

(signature)

(signature)

Annex : One-page description of the research project undertaken by the licensee