

Annex IX: Template of the Research License

License to use for non-commercial research the computer codes of the ACCORD numerical weather prediction codes

Preamble: The first Memorandum of Understanding (MoU1) of the ACCORD consortium has been adopted by the consortium Members on 27 November 2020, and is available here: <http://www.accord-nwp.org/?ACCORD-MoU-2021-2025>.

“ACCORD” is the name given to the consortium by the Members’ Assembly in its meeting on 27 November 2020.

Considering that:

- The ACCORD consortium, composed of National Meteo-Hydrological Services (NMHS) of Europe and Northern Africa^[1], jointly develops computer codes for numerical weather prediction on limited area domains under the generic name “ACCORD common codes”;
- The definition of the “ACCORD common codes” follows the definition and any additional material as provided in MoU1, especially Article 1 items 4-6-7;
- The ACCORD common codes also utilize 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 ACCORD 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 consortium who are not Member or Cooperating States of ECMWF and lists the rights of use of codes provided by third-parties;
- Article 9 of the ACCORD MoU1 describes the rules of Intellectual Property Rights that apply to the common codes;
- Article 10 of the ACCORD MoU1 refers to licensing the common codes to Third Parties by any ACCORD Member. This includes licensing for non-commercial research of interest to weather services, to another organization of a Member’s home country or to the NMHS of a Member or Cooperating State of ECMWF which is not a Member;

The undersigned:

- NMHS xxx, Member of the ACCORD Consortium, referred hereafter as “the Licensor”, represented by xx Director or any officer with signing authorization
- XXXXXX, referred hereafter as “the Licensee”, represented by yy, Director or any officer with signing authorization

Agree to the following:

1. The Licensor grants the Licensee access to computer codes of the ACCORD common codes needed to conduct research in relation with project "XXXXX" described in the Annex.
2. This license is valid from xxxxx to yyyy (period of three years maximum)

Obligations of the Licensor:

3. The Licensor warrants that the list of codes provided to the Licensee include only parts owned by the ACCORD consortium, 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 and the ACCORD Assembly a copy of the present License Agreement and of the list of codes provided to the Licensee.
5. The Members of the ACCORD consortium 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 ACCORD consortium 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 ACCORD common codes, 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 XXXXX.
12. All results of research carried out with the licensed codes will be made available to the Members of the ACCORD consortium, 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 ACCORD consortium 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 ACCORD common codes, developed and made available by the ACCORD consortium".
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.

16. At the end of the project, the Licensee will destroy the codes unless a renewal of the license is granted by the Licensor.

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 XXXX undertaken by the licensee

[1] The Consortium currently is composed of the NMHSs of Algeria, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Hungary, Iceland, Ireland, Lithuania, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Tunisia, Turkey

Annex X: Template of the Benchmarking License

License to use for benchmarking or optimization activities the computer codes of the ACCORD numerical weather prediction codes

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“ACCORD” is the name given to the consortium by the Members’ Assembly in its meeting on 27 November 2020.

Considering that:

- The ACCORD consortium, composed of National Meteo-Hydrological Services (NMHS) of Europe and Northern Africa^[1], jointly develops computer codes for numerical weather prediction on limited area domains under the generic name “ACCORD common codes”;
- The definition of the “ACCORD common codes” follows the definition and any additional material as provided in MoU1, especially Article 1 items 4-6-7;
- The ACCORD common codes also utilize 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 ACCORD 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 consortium who are not Member or Cooperating States of ECMWF and lists the rights of use of codes provided by third-parties;
- Article 9 of the ACCORD MoU1 describes the rules of Intellectual Property Rights that apply to the common codes;
- Article 10 of the ACCORD MoU1 refers to licensing the common codes to Third Parties by any ACCORD Member. This includes licensing for the specific case of benchmarking or optimization of local configurations in collaboration with computer vendors;

The undersigned:

- NMHS xxx, Member of the ACCORD Consortium, referred hereafter as “the Licensor”, represented by xx, Director or any officer with signing authorization
- XXXXXX, referred hereafter as “the Licensee”, represented by yy, Director or any officer with signing authorization

Agree to the following:

1. The Licensor grants the Licensee access to computer codes of the ACCORD common codes needed to conduct benchmarking or optimization work as described in the Annex.
2. This license is valid from xxxxx to yyyy (period of one year maximum).

Obligations of the Licensor:

3. The Licensor warrants that the list of codes provided to the Licensee include only parts owned by the ACCORD consortium, 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 and the ACCORD Assembly a copy of the present License Agreement and of the list of codes provided to the Licensee.
5. The Members of the ACCORD consortium 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 ACCORD consortium 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 ACCORD common codes, 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.
11. The Licensee shall not use any part of the licensed codes for any activity outside of the benchmarking or optimization work described in the Annex.
12. The results of the benchmarking or optimization work carried out with the licensed codes will be made available to the Members of the ACCORD consortium, with appropriate rights to use such results.
13. At the end of the project, the Licensee will destroy the codes unless a renewal of the license is granted by the Licensor.

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

(signature)

For the Licensee

(signature)

Annex: One-page description of the work undertaken by the licensee

[1] The Consortium currently is composed of the NMHSs of Algeria, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Hungary, Iceland, Ireland, Lithuania, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Tunisia, Turkey