

ACCORD license template to provide an access to the codes for the purpose of scientific publication

Highlighted text in **green** and **yellow** is text that has to be adapted from case to case.

License to use the computer codes of the ACCORD numerical weather prediction codes for a peer-review in a scientific Journal

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:

- **The [ACCORD Institute], [full official address],** Member of the ACCORD Consortium, referred hereafter as “the Licensor”, represented by **[first name last name of representing person + any other required contact information]**
- **The [Name of the publishing institution],** a publishing company based in **[full official address]** and registered in **[company registration details],** referred hereafter as “the Licensee”, represented by **[first name last name of representing person + any other required contact information]**

Agree to the following:

1. The Licensor grants the Licensee access to computer codes of the ACCORD common codes

solely for review of the manuscript entitled *[Title of the article]* (hereafter “the Article”) submitted by *[List of authors]* for publication in the journal *[name of the Journal]* (hereafter “the Journal”), which is based on or related to the licensed code. The Licensor shall rely upon the Licensee to manage and ensure that use of the code under this licence is limited to the sole purpose of the review.

2. This license is valid *from [start date in day-month-year] to [end date in day-month-year]* (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.

Obligations of the Licensee:

7. 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 his own responsibility.
8. The Licensee is allowed to pass the codes to the editor of the manuscript of the Article and to two additional reviewers whose identities shall be known only to the Licensee, the editor and the two reviewers being referred to hereafter as “the Reviewers”.
9. The Licensee shall not pass on or sell the licensed codes under this agreement to any other third party. The Licensee shall take all appropriate measures to ensure that the Reviewers likewise do not pass on or sell the licensed codes to any other third party.
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11. The Licensee shall restrict the Use of the licensed codes solely for review in association with the publication of the Article in the Journal. The Licensee shall take all appropriate measures during the review process and/or during the period of validity of this license to ensure that use of the licensed code is strictly limited to this Use.
12. At the end of the review of the Article for the Journal and/or at the end of the period of validity of this license, the Licensee will destroy the codes unless a renewal of the license is granted by the Licensor. The licensee shall furthermore remove the access to the codes for the Reviewers and ensure that the Reviewers destroy their copies of the codes.
13. The Licensee shall be fully responsible for damage or loss caused or suffered by the Licensor for any misuse or breach of the above obligations of the Licensee.

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 Licensor].

Made on [day-month-year]

For the Licensor

(signature)

For the Licensee

(signature)

[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, Türkiye