

1.9/2005/3/165

AGREEMENT

Preamble

This Agreement specifies the conditions for the collaboration between the ALADIN consortium and the HIRLAM consortium as mentioned in the Article 5 and Article 3 of their respective Memorandums of Understanding. This undersigned Agreement is an attachment to each Memorandum of Understanding.

1. Parties

- 1.1 On the one hand the ALADIN Consortium, represented by the Chairperson of its General Assembly, and on the other hand the HIRLAM Consortium, represented by the Chairperson of its Council, as the consortia are put together from time to time.

2. Prime objective

- 2.1 The prime long-term objective is to provide the ALADIN and the HIRLAM Members with a state-of-the-art NWP-model for Short and Very Short Range Forecasting including Nowcasting, for both Research and Development activities and Operational usage.

3. Scope of the collaboration

- 3.1 The Parties have agreed to co-operate in fields related to Mesoscale modelling including the full NWP suite of observation processing, assimilation, forecasting, post-processing and verification and probabilistic forecasting.
- 3.2 The co-operation shall be based on an agreed strategic framework, covering a five to ten-year period, open to innovations for the longer term future.
- 3.3 The collaboration aims at enabling each consortium and any of its Members or acceding Member to carry out research and development activities using a shared ALADIN - HIRLAM System, as defined in paragraph 5.1, which is developed, made available and maintained to facilitate the transition to a fully common ALADIN - HIRLAM code.
- 3.4 The collaboration focuses on the development of ALADIN - HIRLAM Common Codes, centrally maintained in compliance with IFS rules and standards, suitable for operational use. However, the decisions regarding the operational code implementation remain within each consortium.

4. Duration

- 4.1 This Agreement shall enter into force when signed by the Parties and shall be valid for a period of 5 years. Unless cancelled by either party giving two years notice the agreement shall each time be prolonged with an additional period of two years.

5. Definitions

5.1 For the duration of this Agreement the definitions shall be the following:

The shared ALADIN-HIRLAM System shall mean the complete code that is necessary for executing all configurations that are part of the agreed collaboration according to this Agreement. The ALADIN-HIRLAM System is composed of shared codes of four different types:

the ALADIN Common Codes, defined as the codes jointly developed, maintained and owned by the ALADIN Consortium;

the HIRLAM Common Codes, defined as the codes jointly developed, maintained and owned by the HIRLAM Consortium;

the ALADIN-HIRLAM Common Codes defined as the codes jointly developed and maintained by both consortia;

Other ALADIN-HIRLAM codes that are either co-owned or owned by third parties and shared under relevant provisions of agreements concluded by either consortium or by Member(s) thereof with such third parties extending rights to both consortia.

The Co-ordination Group shall mean the Programme Managers from ALADIN and HIRLAM, forming a common working group for the overall co-ordination of activities stipulated in accordance with this Agreement. The Co-ordination Group may appoint experts for support when ever they find it necessary.

Participant shall mean any national N(H)MS who is a party to either of the HIRLAM or ALADIN MoU:s, or an ALADIN acceding Member.

6. Commitments of the Parties

6.1 The Parties shall contribute in research and development in accordance with annual agreements (common research/work plan), according to paragraph 7.2.

6.2 The Parties shall also contribute to Code coordination and phasing at agreed intervals.

6.3 All joint code developments that are validated and introduced in any national release or operational implementation should be made available as part of the ALADIN-HIRLAM Common Codes.

7. Collaboration

7.1 ALADIN and HIRLAM will co-operate in a number of areas. The co-operation will in the beginning be organised around the shared ALADIN - HIRLAM System defined above and evolve towards a full ALADIN - HIRLAM Common System based on common codes. At a precise stage during the term of this Agreement and after successful collaboration, all of the respective ALADIN and HIRLAM Common Codes will be regarded as ALADIN - HIRLAM Common Codes upon a joint decision by the ALADIN Assembly and HIRLAM Council, including appropriate arrangements for co-ownership. Both Consortia will seek arrangements with third parties to convert other shared codes into ALADIN - HIRLAM Common Codes. The commitments and rights are regulated in paragraph 9.

- 7.2 The details of the work will be specified in a common research/work plan, including identified deliverables and milestones, and its realisation jointly evaluated at least once a year. The plan shall be renewed every year.
- 7.3 The Co-ordination Group shall prepare the common research/work plan in very definite terms and establish a close co-operation, including periodic discussions and meetings between the Parties. Other practical actions may also be delegated to the Co-ordination Group
- 7.4 The ALADIN Assembly and the HIRLAM Council shall annually decide upon the common research/work plan to be carried out.
- 7.5 A number of activities will be carried out within the collaboration stipulated in this Agreement. Each activity will have specific objectives and targets formulated, following the Strategic plan.

8. Quality assurance

- 8.1 A periodic review of the common work and results should be carried out as part of each consortium review process, in a coordinated manner as much as possible and at least every third year. Any evaluation report is communicated between the Parties.

9. Intellectual Property Rights

- 9.1 ALADIN - HIRLAM Common Codes shall be jointly owned by the Parties to this Agreement. This joint ownership shall be protected by the Members of both Consortia.
- 9.2 The parts of the shared ALADIN - HIRLAM System which are not ALADIN - HIRLAM Common Codes shall be duly authorised by the owning Consortium and/or third party owners for use by both consortia. The other Party shall have an irrevocable licence for use from the owner, as a minimum for official duty use and research. The licence agreement shall also stipulate the conditions for commercialization of products generated using the ALADIN - HIRLAM System.
- 9.3 Any Party introducing code or software to the collaboration stipulated by this Agreement without being the formal owner or right-holder to that code or software shall guarantee that it has secured the right to use such code or software within the scope of this agreement.
- 9.4 For the collaboration under this Agreement a list of all shared codes shall be drawn up and maintained by the Co-ordination Group, identifying (i) the ALADIN - HIRLAM Common Codes, (ii) the HIRLAM Common Codes (iii) the ALADIN Common Codes, and (iv) other shared Codes with appropriate reference to the owners and the rights granted by the owner to the Parties.
- 9.5 Any Participant to the collaboration stipulated in this Agreement shall have the right to grant licence for non-commercial research purposes (i) the ALADIN - HIRLAM Common Codes, (ii) the ALADIN Common Codes (iii) the HIRLAM Common Codes, and (iv) other shared codes subject to appropriate agreement of the owner. This right is limited to licensing its country or group of countries forming a single economic area, as stated in WMO Resolution 40 (Cg-XII) Adopts (2) or to the N(H)MS of a Member or Cooperating State of ECMWF which is not a Member of either consortium. Any such grant shall be

reported without undue delay to the Co-ordination Group. A written contract shall be drawn up securing that the use of the licensed code by the Licensee is according to Appendix 2 of this Agreement as well as developments made by the Licensee may be used by the Parties within the scope of this Agreement.

Licensing for non commercial purposes to other users is subject to prior agreement of the ALADIN General Assembly and the HIRLAM Council.

9.6 Licensing of ALADIN - HIRLAM Common Codes or shared codes owned by either consortium to third parties for any operational use shall be prohibited unless otherwise jointly decided by the ALADIN Assembly and the HIRLAM Council.

9.7 Commercialisation of products shall be in accordance with Appendix 1. The application of its item 5 "Charging principles", and in particular the element "development costs", may give rise to royalties. The definition, applicability, and apportionment of which between the Members of both consortia shall be approved by the ALADIN General Assembly and the HIRLAM Council.

10. Disputes

10.1 Any dispute concerning this Agreement, its validity, its interpretation or any circumstances in connection therewith shall be solved amicably. An arbitration panel consisting of one member from each of the Parties shall be formed which shall propose a settlement of the dispute agreeable to both Parties. Should either of the Parties not accept the settlement proposal this shall lead to cancellation of this Agreement.


11. Amendments

11.1 Any amendment to this Agreement shall be in writing and signed by both Parties to be valid.

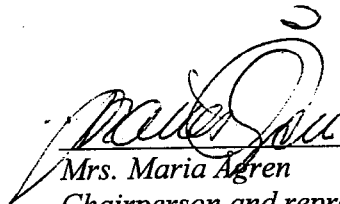
12. Language

12.1 This agreement and any circumstances in connection therewith shall be subject to the English language. Should this agreement be translated into any other language and the translation holds contradictions relative to the English version, the wording of the English version shall prevail.

SIGNED on /date/ *6th December, 2005*



Dr. Henri Malcorps
Chairperson and representative
for the ALADIN Consortium and
its members



Mrs. Maria Agren
Chairperson and representative
for the HIRLAM Consortium and
its members

Appendix 1

Conditions for the Commercialisation of Products generated using the ALADIN-HIRLAM System.

1. Introduction

The purposes of the ALADIN-HIRLAM System shared by the ALADIN and HIRLAM consortium is to enable the N(H)MSs to carry out their official duty functions. However, the ALADIN-HIRLAM System can be used to generate products which may be exploited for commercial use.

Any commercialisation of products generated using the ALADIN-HIRLAM System will be based on international and national legislation. For commercialisation within the EEA by ECOMET members, the rules of ECOMET shall apply. For other cases, WMO Resolution 40 (Cg XII) applies.

2. Definitions

In the context of this appendix, Products are defined as outputs of the model configuration run by any Member of either the ALADIN or HIRLAM consortium, using the shared ALADIN-HIRLAM System, ALADIN-HIRLAM Common Codes or other codes made available by the other consortium. Products are Type A products in the ECOMET sense, i.e. “meteorological information that results from the transformation or processing of data sets in the form of pictures, charts, text or data files, is considered to require meteorological know-how to be interpreted, and has been prepared specifically to meet the operational requirements of an N(H)MS”.

Products generated by a Member of the ALADIN Consortium are considered as ALADIN Products.

Products generated by a Member of the HIRLAM Consortium are considered as HIRLAM Products.

Educational Use: Any use of Products by a school, university, scientific institute or similar (private or institutional), solely for educational purposes, without transmission or redistribution of these products to any further third party, or use of them to generate a value added service.

3. Ownership of Products

ALADIN or HIRLAM Products and value-added services derived by an N(H)MS being a Member of either the ALADIN or HIRLAM consortium, are considered to be owned by the N(H)MS producing them.

4. Availability

The ALADIN Assembly and the HIRLAM Council aims at enhancing the use of ALADIN or HIRLAM Products for the benefit of society, while ensuring a reasonable return to the infrastructure costs of the participating N(H)MS. It is the understanding that:

- (a) ALADIN or HIRLAM Products shall be either declared as "additional" or considered as "other" data in the sense of Resolution 40
- (b) ALADIN or HIRLAM Products shall be supplied only at delivery charge for non-commercial research and Educational Use, under specific licenses.
- (c) The N(H)MS Members of either Consortium which are members of ECOMET will:
 - facilitate access and conditions for the use of Products for commercial purposes within the ECOMET Territory which consists of the European Economic Area and the national territory of ECOMET Members outside EEA;
 - make sure that their commercial arms are treated in the same manner as the private sector concerning conditions and prices for commercial use of ALADIN or HIRLAM Products.
- (d) WMO Resolution 40 (Cg XII) shall apply to commercialisation of ALADIN or HIRLAM Products outside the ECOMET Territory and the National Territories of Members of either consortium and acceding ALADIN Members.

5. Charging principles

The charging principles defined hereafter shall apply to all Members of either consortium commercialising products, irrespective of their status with respect to ECOMET.

The tariffs will normally reflect the target set for each N(H)MS for recovery of infrastructure costs in accordance with national requirements.

The following expenses should be taken into account when establishing the tariff for ALADIN or HIRLAM Products:

- (a) development costs,
- (b) the cost of the individual N(H)MS to run their own system,
- (c) a mark-up for meteorological infrastructure

Appendix 2

Conditions for use of the ALADIN HIRLAM System, or parts thereof, for scientific or technical non-commercial research purposes by users outside the ALADIN and HIRLAM Members

- (1) The list of codes of the ALADIN-HIRLAM System to which the user is granted access shall be notified to the user as part of the licence, and communicated to the ALADIN General Assembly and the HIRLAM Council. That list shall not include codes of the ALADIN-HIRLAM System that are not fully owned by either consortium, unless the owner of such codes has transferred appropriate rights to license the code.
- (2) The user shall not have access to the original version of the full ALADIN HIRLAM System available at ECMWF or other installations, or elements thereof. He/she shall make use of separate authorised copies of appropriate parts of the system kept under his or her own responsibility.
- (3) Under no circumstances shall the user pass on or sell the ALADIN-HIRLAM System or parts thereof which he/she has access to, to any third party without the written consent of the ALADIN Assembly and the HIRLAM Council. This restriction also applies to distribution over electronic networks such as the Internet.
- (4) Under no circumstances shall the user pass on or sell meteorological or climatological products based on the ALADIN HIRLAM System or parts thereof to any third party.
- (5) All results of research carried out with the licensed software shall be made available to the ALADIN and HIRLAM Consortium Members with appropriate rights to use such results.
- (6) In the publication resulting from the research carried out, the origin of the system shall be acknowledged by the following text: "The ALADIN HIRLAM System was made available by the ALADIN and HIRLAM Consortia involving the national meteorological services of <list of Members>".
- (7) Access to the ALADIN - HIRLAM System or elements thereof shall be for a period of three years from the date of signing the license agreement. The Licensee shall provide annually a full report of research carried out in relation to the license agreement.
- (8) The license is for the user while at specified affiliation. The license is rescinded if the user leaves that affiliation and all installed elements of the ALADIN - HIRLAM System he/she was granted access to have to be removed. Instead a new application may be made.
- (9) A copy of the source code of all software developed directly as a result of the research involving the ALADIN HIRLAM System 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.

- (10) 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.
- (11) 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.