**EIG EUMETNET license agreement for Research and Education use of**

**E-PROFILE data**

1. **PARTIES**

The Economic Interest Grouping EUMETNET Licensor of E-PROFILE Products as described herein, the Licensor represented by MeteoSwiss.

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 E-PROFILE data in this project)

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

1. **OBJECT OF THE LICENSE**

The Licensor grants the Licensees a non-Exclusive license to use EUMETNET intellectual property as defined below:

E-PROFILE Products (referred herein as the E-PROFILE Products), described in the Article 3 below, for Research and Education use within the Project.

The Grant of this License does not permit use of the E-PROFILE Products licensed to be used for commercial purposes or exploitation for profit.

1. **DELIVERY**

The Licensor will make the E-PROFILE products available to the Licensees in accordance to the following products description and technical specifications:

1. Radar windprofiler (RWP) data
   * Speed and direction of horizontal wind
   * Signal-to-noise ratio
2. Automatic lidar and ceilometer (ALC) data
   * L1: Backscatter profile in arbitrary units (raw data)
   * L2: Profile of attenuated backscatter coefficient
3. Domain – Whole of Europe;
4. Temporal resolution – 5 min for ALC data, 30 min for RWP data;
5. Issue time – delivery upon request (not more than one delivery per month);
6. Format: NetCDF for ALC, BUFR for RWP;
7. Delivery method: FTP via Internet through MeteoSwiss
8. Availability of E-PROFILE Products will be on the basis of reasonable endeavour,
9. Support: E-PROFILE documents are available at <http://eumetnet.eu/e-profile>.

MeteoSwiss will manage technical questions related to the E-PROFILE Products.

1. **PAYMENT**

There is no information charge on the E-PROFILE products for Research and Education purposes.

As compensation, the Licensee is invited to contribute to the ALC and/or RWP network by providing measurements to the data hub in real-time according to best efforts.

1. **INTELLECTUAL PROPERTY RIGHTS**

Intellectual Property Rights in the E-PROFILE Products and associated data are retained by the Licensor in his own right or on behalf of the owner. Licensed use of such E-PROFILE Products by the Licensee shall include acknowledgement of such Rights and publication of ownership of Copyright where relevant. Scientific publications based on E-PROFILE Products shall include acknowledgement of the owner and co-authorship shall be offered if appropriate.

Data from the Licensee provided to E-PROFILE will be shared among EUMETNET members for official duties and core tasks under the EUMETNET EIG agreement and the E-PROFILE programme decisions. Data from the Licensee will also be shared with 3rd parties under such a EIG EUMETNET license agreement for Research and Education use of E-PROFILE data.

1. **GRANT BACK PROVISION (optional and as appropriate)**

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

<if needed, things like the following can be added:

The non-commercial products developed in the Project will be accessible, free of charge and upon signature of a non-disclosure agreement, for operational testing and evaluation inside of the Project by:

* The Partners of the EUMETNET E-PROFILE Project,
* The EUMETNET Science and Technology Advisory Committee Work Group(s) < WG to be specified>
* Any individual or institution previously authorized by its National representative in E-PROFILE (EUMETNET).
* Additional Project stakeholders that could join the evaluation and verification tasks of the Project (upon previous notification to the E-PROFILE Project Manager).

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1. **LIMITATION OF USE**

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

The use of the E-PROFILE Products is limited to the Object of the License which Licensees declare has been described in detail in Article 2 hereof.

Licensees shall not use, store or deal with the E-PROFILE Products or any associated data, software, documentation or other information in a manner that is in contradiction with the Object of the License without the prior written consent of the Licensor.

Licensees shall not reproduce, distribute, license, transfer, assign, sell, disclose to or otherwise forward the E-PROFILE 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 E-PROFILE 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 License 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 sublicenses to other users than those identified as participants in the Project as laid out in Article 1 above.

1. **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 License.

The obligations of Confidentiality set out in this License shall continue notwithstanding the termination of this License.

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 License.

1. **WARRANTY AND LIABILITY**

The E-PROFILE Products, the subject of this License, has been developed and/or produced for the purposes of EIG EUMETNET Members and the Licensor does not warrant its use for any other purpose than that stated in the Object above.

[For software use: The Licensor does not warrant that the E-PROFILE Products are suitable for use on the Licensees' equipment and accepts no liability for the results of any use of the E-PROFILE Products.]

The Licensor warrants that it has the authority to grant this License by virtue of the EIG EUMETNET Agreement and/or its ECOMET Membership.

1. **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 of the E-PROFILE Products enter into this category whereby liability for action or damages is excluded.

1. **TERMINATION**

This License 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 License within 60 days of receipt of written notice by the Licensor requiring them to do so.

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

1. **NOTICE**

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

Licensor: Name & Address of EUMETNET Member, point of contact

[Or if international organization or non-EUMETNET country

Executive Director

GIE EUMETNET

c/o L’Institut Royal Météorologique de Belgique

Avenue Circulaire 3

1180 Bruxelles, Belgique

Fax: +32 (0)2 890 98 58]

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.

1. **WAIVER**

Any waiver by the Licensor of a breach by the Licensees of any provision of this License 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 License shall be deemed as a waiver of that breach.

1. **ASSIGNMENT**

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

1. **DISPUTE**

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

1. **PERIOD OF AGREEMENT**

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

1. **AMENDMENTS TO THE CONTRACT**

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

1. **DECLARATION**

I, the undersigned Mirjam Baumann, ECOMET-SPOC, declare that I am the authorised signatory on behalf of EIG EUMETNET Member MeteoSwiss.

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

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

Signature Signature

Date Date

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

A short description of the Project