

## ECMWF Real-time Products Information

This document outlines key points related to the provision, purchase, and use of ECMWF real-time Products. This document should be read in conjunction with the ECMWF Product Distribution Rules.

### Open and free products

The following Valid (real-time) Products/Advanced Web Services are available under the Creative Commons CC-BY-4.0 licence (<https://creativecommons.org/licenses/by/4.0/legalcode>) and are free of Information Cost. However, if delivered by ECMWF Services (such as ECMWF Production Data Store (ECPDS)), service and/or delivery charges may apply:

- WMO Essential: <https://www.ecmwf.int/en/forecasts/datasets/wmo-essential>
- ECMWF Open data: <https://www.ecmwf.int/en/forecasts/datasets/open-data>
- ECMWF AIFS data: <https://www.ecmwf.int/en/forecasts/dataset/aifs-machine-learning-data>
- Open Charts: <https://charts.ecmwf.int/>
- Open WMS Layers labelled 'Open' (<https://eccharts.ecmwf.int/tools/layer-list/>)

For the aforementioned Valid Products/Advanced Web Services, you may:

- **Share** — copy and redistribute the material in any medium or format
- **Adapt** — remix, transform, and build upon the material
- for any purpose, even commercially.

You must:

- **Attribute** — You must give appropriate credit, provide a link to the licence, and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use.
- **Not enforce additional restrictions** — You may not apply legal terms or technological measures that legally restrict others from doing anything the licence permits.

### Products/Advanced Web Services that are NOT open and free

Any real-time Product/Advanced Web Service that is **not** listed above is subject to the ECMWF Standard Licence Agreement contained within this document.

Under the ECMWF Standard Licence Agreement, Service Providers may:

- **Create, distribute and broadcast** Non-Retrieveable Value Added Services to any user, including other Service Providers
- **Create and distribute** Retrieveable Value Added Services to End Users only

You must:

- **Attribute** — You must give appropriate credit, according to Article 8 of the ECMWF Standard Licence Agreement, but not in any way that suggests the Licensor endorses you or your use of the Products.

You must not:

- **Redistribute** — ECMWF prohibits the redistribution of Valid real-time Products, except for where permitted according to your licence type and the relevant articles (i.e. to Contractors and Subsidiaries).

To be noted that **in principle** under the ECMWF Standard Licence Agreement, the Licensee of the Advanced Web Services can be an **End User only**, namely the Licensee can use the Advanced Web Services for its own internal commercial or industrial purposes or for Personal Use.

ECMWF has prepared **Guidelines for the Interpretation of the ECMWF Standard Licence Agreement** which should be read in conjunction with the ECMWF Standard Licence Agreement: <https://www.ecmwf.int/en/forecasts/access-forecasts/use-cases-and-licences-conditions/guidelines-interpretation-rules-and-standard>

**DRAFT**

**ANNEX 1.**

**AGREEMENT TYPE**

- End User     Service Provider/  
Broadcaster/Publisher     Research or  
Educational User     NMHS Non-  
Commercial     Council  
Approved  
User

**MAXIMUM CHARGE LICENCE HOLDER**

- Yes     No

**HIGH FREQUENCY PRODUCTS**

- Yes     No

**DATA DELIVERER**

- NMS Delivery     ECMWF Delivery

**SERVICE CHARGE  
MODEL**

Enter Service  
Charge Model or N/A

**VOLUME BAND**

Enter Volume Band  
or N/A

**SERVICE PACK**

Enter Service  
Package or N/A

**DURATION**

Commencement date of agreement:    **Enter Start Date**

Termination date of agreement:    **Enter End Date**

<b>FEES</b>	<b>Total Contract Value</b>
Information Cost	<b>Enter Information or N/A</b> <b>Total Charge</b>
Volume Band Charge	<b>Enter Volume Band Charge or N/A</b>
Service Pack Charge	<b>Enter Service Package Charge or N/A</b>
Total Fees	<b>Enter Total Fees or N/A</b>

**INVOICING AND PAYMENT SCHEDULE**

Invoices will be issued according to the following schedule:

Enter Instalments Table

The Licensee shall pay the amount due within thirty (30) days of receipt of the relevant invoice.

**SCOPE OF USE**

*N/A or Research Scope*

**DISTRIBUTION OF PRODUCTS TO SUBSIDIARIES**

*N/A or list names and registered addresses of the subsidiaries*

**The Initial Schedule of Products**

Enter Product Schedule

Agreement Number: **ECMWF/RT-Enter Database Id**

LICENCE AGREEMENT FOR THE SUPPLY OF EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS (ECMWF) PRODUCTS

Between **THE EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS (ECMWF)**  
Shinfield Park, Reading, RG2 9AX, United Kingdom

(Hereinafter called the Licensor or ECMWF)

And **Enter Name of Licensee**  
Enter Address of Licensee

(Hereinafter called the Licensee).

**Article 1.**

**Definitions**

**Advanced Web Services:** Geographical Information System provided via ECMWF's interactive charts service (ecCharts) or similar, including the Web Map Services (WMS) layers.

**Broadcast/Broadcasting:** The Dissemination of Value Added Services by means that are publicly accessible including, but not limited to, Internet, terrestrial, social media or satellite transmissions.

**Broadcaster/Publisher:** Those users who use Products from the ECMWF Catalogue or Value Added Services in order to provide a service by means of Broadcasting or publishing in any form.

**Contractor:** A person or entity that enters into a contract with the Licensee to provide services to the Licensee which requires that the Contractor accesses the Products in order to provide such services.

**Co-operating State:** A State with which a co-operation agreement providing for access to ECMWF data and Products and Advanced Web Services has been concluded.

**Core Products:** Products are declared "Core" in the meaning of WMO Unified Data Policy Resolution 1 (formerly WMO Resolution 40 (Cg-XII)) as agreed by ECMWF Council.

**Council Approved User:** Users who acquire Valid Products and/or Advanced Web Services on a strictly non-commercial basis and in accordance with the ECMWF Product Distribution Rules or specific approval of the ECMWF Council as detailed in the Scope of Use in Annex 1 to this agreement.

**Dissemination:** Supply via public media e.g. Broadcasting.

**Distribution:** Controlled transmission or supply to clearly identified and known users.

**ECMWF Catalogues:** The lists of Products for Distribution or Dissemination by NMSs of Member States and Co-operating States and ECMWF. The list includes all Valid Products determined by ECMWF.

**ECMWF Delivery:** Distribution of Products and/or Advanced Web Services directly from ECMWF to the Licensee, subject to appropriate service charges.

**Educational Use:** Any use of the Products from the ECMWF Catalogue and/or Advanced Web Services solely for educational non-commercial purposes, without Distribution or Dissemination of the Products and/or Advanced Web Services to any third party, or use of them to generate Value Added Services, and where an ongoing/continuous service based on ECMWF Products and/or Advanced Web Services is not permitted without written consent from the Licensor.

**End User:** Those users who use Products and/or Advanced Web Services and/or Value Added Services for their own commercial or industrial purposes, and do not pass them on to any third party, or use them to generate Value Added Services.

**European Cut-out Maximum Charge Customer:** The Licensee who purchases the European cut-out area 25° North to 84° North and 74° West to 45° East, worth 20% of the full maximum charge Information Cost.

**Graphics Based on ECMWF Products:** Non-retrievable VAS which result in the unambiguous display of Products in graphical forms including but not limited to charts, maps, images, pictures or videos.

**Information Cost:** The cost of Valid Products, not governed by an open data licence determined by the ECOMET Product Unit (EPU) pricing scheme available in ECMWF Catalogues.

**Maximum Charge:** The maximum price limit set by the ECMWF Council to the Information Cost.

**Member States:** The States which are parties to the Convention for the Establishment of a European Centre for Medium-Range Weather Forecasts.

**NMHS Non-Commercial:** An NMS/NMHS that receives the Products for fulfilling national governmental obligations that are related to the protection of life and property and carried out on a non-commercial basis.

**National Meteorological Service (NMS) / National Meteorological and Hydrological Service (NMHS):** The service in a Member State or Co-operating State that is responsible at the national level, in conformity with its legal status, for the gathering, classification and production of meteorological and hydrological information in the national interest, and responsible at the international level for participating in WMO programmes.

**NMS Delivery:** Distribution of Products from the Member State or Co-operating State NMS/NMHS to the Licensee.

**Non-retrievable Value Added Services:** Any VAS from which the original Products cannot be retrieved or reverse engineered without significant technical effort and/or expense.

**Non-Valid Products/Advanced Web Services:** Any meteorological data in the form of pictures, charts, text, WMS layers, or data files for which the verification time is 24 or more hours ago and cannot be used as a prediction.

**Observation Data Provider:** an organisation that collects, processes, and distributes data obtained from satellites and other observing platforms.

**Official Duty:** All activities which take place within the organisation of an NMS/NMHS, and external activities of the NMS/NMHS resulting from legal, governmental, and inter-governmental requirements relating to defence, civil aviation and the safety of life and property.

**Open Data Products/Advanced Web Services:** Products from the ECMWF Catalogues and/or Advanced Web Services that have been approved by ECMWF Council to have an open licence whereby redistribution, commercial and research use are permitted by all users subject to the appropriate attribution.

**Personal Use:** Any use of Valid Products and/or Valid Advanced Web Services solely for personal non-commercial purposes, without Distribution or Dissemination of these Valid Products and/or Valid Advanced Web Services to any third party, or use of them to generate Value Added Services.

**Products:** All meteorological information in the form of pictures, charts, text, or data files resulting from the transformation or processing of data sets by the ECMWF forecasting system, irrespective of the verification time, including Valid Products, Non-Valid Products and Open Data Products.

**Recommended Products:** Valid Products which are declared "Recommended" in the meaning of WMO Unified Data Policy Resolution 1 (formerly Resolution 40 (Cg-XII)) as agreed by ECMWF.

**Research Project:** Any time bound\* project organised for non-commercial research purposes only, where an ongoing/continuous service based on the Products and/or the Advanced Web Services is not permitted without written consent from the Licensor. A necessary condition for the recognition of non-commercial purposes is that all the Results obtained are openly available at service charges only, without any delay linked to commercial objectives, and that the research itself is submitted for open publication.

\* Research licences cannot be longer than the duration of the project itself and up to a maximum of three (3) years, whichever is shorter. A research licence may be renewed for research projects lasting longer than three (3) years.

**Research or Educational User:** The recipient of the Products and/or the Advanced Web Services who uses them for Educational Use or for a Research Project.

**Results:** May include written reports, publications, presentations, and other forms of research output that do not involve the Distribution or Dissemination of Valid Products and/or Valid Advanced Web Services and/or services based on Valid Products except where written permission is granted by the Licensor.

**Retrievable Value Added Services:** Any VAS from which the original Products can be retrieved or reverse engineered without significant technical effort and/or expense.

**Schedule of Products:** The detailed list of Products agreed by the Licensor for Distribution to the Licensee and subject to variation in accordance with this agreement.

**Service Provider:** Those users who acquire Products from the ECMWF Catalogue in order to supply Value Added Services under specific licence conditions to a third party clearly identified and known to the Service Provider.

**Service Provision:** The act of providing a service to third parties, whether known or unknown and which may be provided with or Without Charge.

**Subsidiary:** Any subsidiary of the Licensee which is directly controlled by the Licensee by means of the Licensee holding the majority of the voting rights (50% plus one vote).

**Taxes:** Any taxes, duties, governmental assessments, administrative or other charges including, without limitation, value added/purchase tax, excise tax, customs charges, import or other duties

levied by any governmental, municipal or local authority.

**Valid Products/Advanced Web Services:** All (real-time) meteorological information in the form of pictures, charts (incl. ecCharts), text, WMS layers, or data files resulting from the transformation or processing of data sets by the ECMWF forecasting system for which the verification time is less than 24 hours ago and that can be used as a prediction.

**Value Added Services (VAS):** All meteorological services which are:

- derived from one or more Products; and
- specifically conceived for the needs of users; and
- made available under specific licence conditions.

**Without Charge:** At no more than the cost of reproduction and delivery, (including the cost of distribution media, documentation, transmission, and direct labour cost), without charge for the Products themselves.

## Article 2.

### Object

The object of this agreement is to define the conditions under which the Licensee may use Products and Advanced Web Services.

## Article 3.

### Purpose

1. If the Licensee is defined in Annex 1 to this agreement as a **Service Provider** or **Broadcaster/Publisher**, the Licensee is authorised to use on a non-exclusive basis the Products detailed in the Schedule of Products:
  - for its own internal purposes,
  - to Distribute Retrievable Value Added Services to End Users only\*\*;
  - to Distribute and Broadcast Non-retrievable Value Added Services, including Graphics Based on ECMWF Products;
  - to Distribute to users only for Personal Use up to 1GB per month per such user from the Products detailed in the Schedule of Products.

\*\* For the avoidance of doubt, the Distribution of Retrievable Value Added Services under this Article shall not lead to essentially and/or de facto Distribution or Dissimilation of Valid Products and/or their use separately from the Retrievable Value Added Services.

2. If the Licensee is defined in Annex 1 to this agreement as an **End User**, the Licensee is authorised to use on a non-exclusive basis the Products detailed in the Schedule of Products and/or the Advanced Web Services for its own internal commercial or industrial purposes or for Personal Use, but is not authorised to use them to generate Value Added Services.
3. If the Licensee is defined in Annex 1 to this agreement as a **Research or Educational User**, the Licensee is authorised to use on a non-exclusive basis the Products detailed in the Schedule of Products and/or exceptionally and upon explicit prior agreement by the Licensor, Advanced Web Services only for the Research Project or Educational Use



described in the Scope of Use. The Licensor must be informed of project partners who may require access to or the use of the Valid Products and/or Valid Advanced Web Services. Appropriate attribution of the Results to ECMWF must be made in any publications in line with Article 8 below.

4. If the Licensee is defined in Annex 1 to this agreement as an **NMHS Non-Commercial**, the Licensee is authorised to use on a non-exclusive basis the Products detailed in the Schedule of Products:

- for Official Duty activities and
- for Research Projects and Educational Use,

provided that any such activity is carried out strictly on a non-commercial basis. This licence does not grant any rights for the commercial exploitation of the Products. Should the Licensee wish to exploit Products provided under this licence for commercial purposes, the Licensee must obtain an undiscounted Service Provider licence before commencing any commercial exploitation.

5. If the Licensee is defined in Annex 1 to this agreement as a **Council Approved User**, the Licensee is authorised to use the Products detailed in the Schedule of Products and/or the Advanced Web Services on a non-exclusive basis and solely as described in the Scope of Use and the ECMWF Product Distribution Rules. Should the Licensee wish to exploit Products provided under this licence for commercial purposes, the Licensee must obtain an undiscounted Service Provider licence before commencing any commercial exploitation.
6. If the Licensee is defined in Annex 1 to this agreement as an **Observation Data Provider**, the Licensee is authorised to use the Products detailed in the Schedule of Products on a non- exclusive basis and solely as described in the Scope of Use and ECMWF Product Distribution Rules. Should the Licensee wish to exploit Products provided under this licence for commercial purposes, the Licensee must obtain an undiscounted Service Provider licence before commencing any commercial exploitation.

#### Article 4.

#### Exclusions

1. The use of the Products and the Advanced Web Services is limited to the purpose of the licence detailed in Article 3 hereof.
2. The Licensee shall not use, store or deal with the Valid Products and/or the Valid Advanced Web Services or any associated data, software, documentation or other information in a manner that contradicts the purpose as detailed in Article 3 hereof without the prior written consent of the Licensor.
3. Except as otherwise expressly permitted in this agreement, the Licensee shall not and shall ensure that its Subsidiaries and/or Contractors and/or the respective End Users shall not (a) modify, reproduce, adapt or reverse engineer the Valid Products and/or the Valid Advanced Web Services or any associated data, software, documentation; (b) distribute, license, transfer, assign, sell, disclose to or otherwise forward the Valid Products and/or the Valid Advanced Web Services or any associated data, software, documentation, or other information to any third party without the prior written consent of the Licensor.
4. The Licensee shall not use the Valid Products and/or Advanced Web Services for the provision of services other than as authorised under Article 3 hereof.

5. Nothing in this licence shall prevent the Licensee from making necessary back-up copies or otherwise exercising a right in relation to the Valid Products and/or Valid Advanced Web Services which cannot be excluded by agreement.
6. The Licensee shall not use Products and/or Advanced Web Services provided for test or evaluation purposes or otherwise not included in the Annex 1 for Service Provision or operationally unless granted written permission from the Licensor.

## **Article 5.**

### **Conditions**

1. ECMWF reserves the right to discontinue a Product that is in the ECMWF Catalogue and/or any Advanced Web Services.
2. ECMWF reserves the right to reclassify Valid Products as “Core” Products or Valid Products/Advanced Web Services as Open Data Products/Advanced Web Services.
3. The Licensor shall inform the Licensee in writing three (3) months in advance of the effective date of any discontinuation, or reclassification of Valid Products, in accordance with Article 5.1 and 5.2, which are part of the Schedule of Products.
4. In accordance with Article 5.1 to 5.3, if, for any reason whatsoever, a discontinuation without the provision of suitable replacement Valid Product(s), or a reclassification of one or more of the Valid Products detailed in the Schedule of Products occurs without the provision of suitable replacement Valid Product(s), the fees for the period involved as agreed in Article 7 hereof will be decreased pro-rata. Such a decrease of fees does not apply to Licensees who pay the Maximum Charge or are European Cut-out Maximum Charge Customers.
5. Valid Products not within the “Core” Products or Open Data Products shall be subject to the Information Cost where the cost of a single licence shall be limited to the Maximum Charge.
6. Where the Licensee chooses ECMWF Delivery, irrespective of the Licensor, ECMWF Delivery fees shall apply.
7. The Licensor or ECMWF reserves the right to review the Licensee's use of the Products and/or Advanced Web Services. Notwithstanding any other rights and remedies available to the Licensor or ECMWF under this agreement or the applicable laws, the Licensee shall immediately rectify any breach immediately upon notification by the Licensor or ECMWF to this effect and take all necessary steps to prevent its recurrence.
8. The Licensee undertakes to use the respective identifiers, passwords and any other security information or devices received from ECMWF for the sole purposes for which access to the ECMWF systems has been granted so that the Licensee can use the Products and/or the Advanced Web Services under this agreement. The Licensee further undertakes not to make such identifiers, passwords or any other security information or devices available to third parties under any circumstances. The Licensee shall use the identifiers, passwords and any other security information or devices in accordance with Annex A.3 of ECMWF's Computer Security Policy, as laid down in ECMWF Computer Bulletin B0.2/3 or any updated or replacement document. A copy of the Centre's Computer Security Policy will be provided by the Licensor upon the Licensee's request.
9. The Licensee who is defined as a Service Provider or a Broadcaster/Publisher in Annex 1 to this agreement is subject to the following additional conditions:

- a) The Licensee shall not describe, present, or otherwise represent any Value Added Services derived from or based on the Products as original Products or data of the Licensor.
  - b) The Licensee acknowledges that any modifications of the Products (irrespective of whether they are Valid Products or Non-Valid Products and/or Open Data Products), including but not limited to aggregation, transformation, interpolation or integration with other data sources, result in products that are distinct from the Products and must be clearly identified as such.
  - c) The Licensee shall comply with the attribution requirements under Article 8, with respect to Value Added Services and Products supplied with Retrievable Value Added Services.
10. The Licensee who subscribes to Advanced Web Services is subject to the following additional conditions:
- a) Access to the Advanced Web Services is provided on an 'as is' basis; the range of Advanced Web Services will be adjusted in the light of experience and in response to the evolution of the forecasting system; newly developed items will be added but others may be removed.
  - b) ECMWF endeavours to provide the Advanced Web Services with operational priority but the entire or selected Advanced Web Services may be unavailable for up to forty-eight (48) hours.
  - c) Subscribers to Advanced Web Services may view products using interactive software which accesses the products directly from ECMWF systems; downloading of WMS layers where available is allowed, no other downloading aided by computer programs is permitted.
  - d) Valid Advanced Web Services cannot be redistributed nor used in any publication, website, television broadcasting or via any other media.
  - e) Non-Valid Advanced Web Services are available under the Creative Commons CC-BY-4.0 licence.
11. The Licensee who is defined as an NMHS Non-Commercial in Annex 1 to this agreement, is subject to the following additional conditions:
- a) The Licensee must ensure that any services provided by the Licensee that are based on the Products may not be used by third parties for commercial purposes.
  - b) The Licensee will provide an annual report on the use of the Products. This report will include an evaluation of the quality of the Licensor's forecasting system in the area of responsibility of the Licensee.
  - c) The Licensee must ensure that the Products are prominently labelled with an acknowledgement of the ECMWF ownership in line with Article 8 below.
12. The Licensee who is defined as a European Cut-out Maximum Charge Customer in Annex 1 to this agreement, irrespective of whether the Products are used for End User use or service provision, is subject to the following additional conditions:
- a) The Licensee will not be allowed to make any changes to the Schedule of Products.
  - b) The licensee will not be allowed to subset or expand the European Cut-out area 25° North to 84°North and 74° West to 45° East.
  - c) The Licensee will only be allowed up to fifteen (15) parameters from the Catalogue at the highest space and time resolution.
13. The Licensee who is defined as a Research User in Annex 1 to this agreement shall:
- a) Provide annual feedback on the progress of the Research Project, including any publications, presentations or datasets published as part of the Research Project.

- b) Acknowledge the Licensor and ECMWF as the source of the data in any Results, publications, presentations or datasets published as part of the Research Project in line with Article 8 below.
  - c) The Licensee shall grant to the Licensor a non-exclusive, royalty-free licence to use the Results and outputs obtained by the Research Project.
14. The Licensee who is defined as a Council Approved User or Observation Data Provider in Annex 1 to this agreement shall:
  - a) Provide annual feedback on the use of the Products and/or the Advanced Web Services, including any publications, presentations or datasets published as part of the Scope of Use.
  - b) Acknowledge the Licensor and ECMWF as the source of the data in any Results, publications, presentations or datasets published as part of the Scope of Use in line with Article 8 below.
15. Subject to Article 5.17, the Licensee is authorised to Distribute the Valid Products to the Subsidiaries listed in Annex 1 to this agreement.
16. The Licensee is authorised to Distribute the Valid Products to Contractors solely for the purpose of allowing the Contractors to provide services to the Licensee. Any other use and any redistribution by Contractors is prohibited and shall be considered as a default of the Licensee and shall render the Licensee liable vis-à-vis the Licensor and shall lead, in particular, to the application of Article 9 hereinafter.
17. The Subsidiaries are entitled to use the Valid Products for the same purposes as the Licensee. Any other use and any redistribution by Subsidiaries is prohibited and shall be considered as a default of the Licensee and shall render the Licensee liable vis-à-vis the Licensor and shall lead, in particular, to the application of Article 9 hereinafter.
18. The terms and conditions of this agreement shall be interpreted in accordance with the ECMWF Guidelines for the Interpretation of the Rules and Standard Licence Agreement as amended from time to time. The latest version is hosted on the ECMWF website (currently at <https://www.ecmwf.int/en/forecasts/access-forecasts/licences-available/guidelines-interpretation-rules-and-standard>)

## **Article 6.**

### **Duration**

Subject to fulfilling its obligations in this agreement, the Licensee shall be entitled to exercise the rights set out in Article 3 hereof in the period specified in Annex 1.

## **Article 7.**

### **Fees**

1. The rights set out in Article 3 hereof are subject to the payment of fees, as detailed in Annex 1 to this agreement.
2. The Licensee shall make payments according to the payment schedule set out in Annex 1 to this agreement.

3. All payments shall be made into:  
  
Barclays Bank PLC, High Street, Bracknell, Berks, RG12 1DR, UK,  
Bank code: 20-11-82, Account No.: 44544833, Swiftcode: BARCGB22  
IBAN code: GB52 BARC 2011 8244 5448 33
4. The annual fees may be changed by the Licensor, giving the Licensee six months' notice of such change in writing. Within the period of this agreement these fees are firm, fixed, i.e. without adjustment or revision of the fees of any sort other than as permitted in this Clause.
5. Notwithstanding Clause 4 of this Article, the parties may at any time negotiate variation to the Schedule of Products with corresponding revision of fees.
6. All ECMWF's fees and charges are exclusive of and net of any Taxes which may be levied in respect of this agreement, the data, its use or otherwise. The Licensee is liable for all Taxes and shall pay ECMWF's fees and charges in full without any deduction or set-off. However, if the Licensee is compelled by local law to make any deduction for Taxes, it will pay to ECMWF such additional amounts as are necessary to ensure receipt by ECMWF of the full amount of the fees and charges stated herein which ECMWF would have received but for such deduction.
7. ECMWF is an international organisation established by Convention with a Protocol on Privileges and Immunities so is exempt from UK taxes and is not required to be registered for UK Value Added Tax (VAT). ECMWF does not have a VAT number so VAT will not be applied to its invoices.

## Article 8.

### Ownership of Intellectual Property Rights and Attribution Requirements

1. All Intellectual Property Rights of the Products and the Advanced Web Services owned by ECMWF shall remain the property of ECMWF and the Licensee acknowledges the full title and ownership by ECMWF of all the Products and the Advanced Web Services supplied.
2. Subject to Article 8.1, the Intellectual Property Rights to Value Added Services are owned by the Service Provider generating the Value Added Service.
3. The Licensee acknowledges that the supplied Products and Advanced Web Services are protected from use by unauthorised third parties by ECMWF's intellectual property rights and by unfair competition law.
4. All Value Added Services created using the Products or Non-Valid Products or Non-Valid Advanced Web Services must be attributed to ECMWF. The attribution must be displayed prominently and provided alongside, within, or co-located with the Value Added Services in the form of the following wording: "this service is based on data and products of the European Centre for Medium-Range Weather Forecasts (ECMWF)."
5. All Results must be attributed to ECMWF. The attribution must be displayed prominently and included in the Result or provided together with the Result in the form of the following wording: "this document/data/output is based on data and products of the European Centre for Medium-Range Weather Forecasts (ECMWF)."
6. Products supplied with and part of Retrievable Value Added Services or used by the Licensee under **NMHS Non-Commercial** licence shall be prominently labelled with an acknowledgement indicating ownership, as follows:

“© [YEAR] European Centre for Medium-Range Weather Forecasts (ECMWF)”.

7. The Licensee accepts all responsibility and liability for the Value Added Services and shall not claim to any customer, or potential customer, the accuracy of the Products and/or the Advanced Web Services which are components of the Value Added Services, including but not limited to such that is inappropriate to the scientific basis of such Products.
8. Any use of Non-Valid Products and/or Non-Valid Advanced Web Services shall be subject to the Licensee's acceptance of the applicable terms and conditions for Non-Valid Products and/or Non-Valid Advanced Web Services.
9. Nothing in this agreement constitutes or may be construed as permission to assert or imply that the Licensee and use of the Valid or Non-Valid Products/Advanced Web Services is connected with, or sponsored, endorsed, or granted official status by the Licensor.

#### **Article 9.**

##### **Default**

Default and the consequences thereof shall be governed by the laws of England and Wales. In addition:

1. Default by the Licensee of its obligations under this agreement shall entitle the Licensor to terminate this agreement without notice. The Licensor shall furthermore be entitled to full damages regardless of whether this agreement is terminated.
2. Without excluding the Licensor's rights to invoke other legal sanctions related to default in payments (e.g. termination) the Licensee shall, in cases of any late payment, pay interest for the period of delay at the rate of 5% above the three month EUR market rate.

#### **Article 10.**

##### **Termination**

1. This agreement may be terminated at any time by the Licensee or by the Licensor upon three (3) months written notice to the other party and the annual fees payable to the Licensor shall be reduced pro rata.
2. Either party may terminate this agreement by notice upon a material breach of this agreement by the other party. Where the breach is capable of remedy, the notice shall specify the breach and allow thirty (30) days for the breach to be remedied, failing which the notice shall come into effect. In other cases, the notice shall have immediate effect.

#### **Article 11.**

##### **Warranty and Liability**

1. The Licensor warrants that it has the authority to enter into this agreement.
2. The Licensor makes no warranty as to the accuracy or completeness of the Products,

Advanced Web Services or their uninterrupted provision. All Products and Advanced Web Services are provided on an "as is" basis and as stipulated in this agreement. Any warranty implied by statute or otherwise is hereby excluded from this agreement to the fullest extent permissible by law.

3. If any of the Products are temporarily unavailable for a continuous period exceeding forty-eight (48) hours due to an act or omission of the Licensor, the fees specified in Article 7 for the Products which are unavailable shall be reduced pro rata for the period of unavailability. There will be no reduction in fees for interruptions of forty-eight (48) hours or less.
4. The Licensee shall be responsible for ensuring that its employees, Subsidiaries, Contractors and/or End Users use the Products, Value Added Services and/or the Advanced Web Services in accordance with the terms of this agreement.
5. Neither party shall be liable to the other under any cause of action for any loss of profit or loss of revenue (whether direct or indirect); any indirect loss; loss of goodwill, reputation or opportunity; or any loss of or corruption of data however so arising out of or in connection with this agreement whether or not that party had been informed of or was aware that there was a serious possibility of such loss.
6. The liability of the Licensor however so arising out of or in connection with this agreement under any cause of action shall not exceed the fees paid in accordance with Article 7.
7. Notwithstanding any contrary provision in this agreement, neither party limits or excludes its liability in respect of any death or personal injury caused by its negligence; any fraud; or any statutory or other liability which cannot be excluded or limited under applicable law.
8. Neither the Licensor nor ECMWF shall be liable should ECMWF discontinue the provision of the Products and/or any of the Advanced Web Services at any time.
9. ECMWF shall have no liability in contract, tort or otherwise arising out of or in connection with this agreement, except when ECMWF is the Licensor.

#### **Article 12.**

##### **Force Majeure**

Neither ECMWF nor the Licensor shall be liable for failure to fulfil this agreement due to circumstances outside the control of the Licensor and/or ECMWF which could not have been foreseen at the time of entering into this agreement and which could not be reasonably avoided or overcome by the Licensor and/or ECMWF. For the avoidance of doubt, delay or corruption of the Products or the Advanced Web Services due to transfer over the Internet shall be considered to be Force Majeure.

#### **Article 13.**

##### **Dispute**

This agreement shall be governed by and construed in accordance with the laws of England and Wales.

The parties shall attempt to settle any dispute between them in an amicable manner. If the dispute cannot be so settled, it shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or three arbitrators appointed in accordance with the

said rules; sitting in London, England. The proceedings shall be in the English language. In accordance with Sections 45 and 69 of the Arbitration Act 1996, the right of appeal by either party to the English courts on a question of law arising in the course of any arbitral proceedings or out of an award made in any arbitral proceedings is hereby agreed to be excluded.

Nothing in this agreement shall be construed as a waiver of any of the privileges and immunities conferred upon the Licensor by its Member States through its Convention and Protocol on Privileges and Immunities.

#### **Article 14.**

##### **Transfer of Agreement**

The Licensee shall not transfer the benefit or burden of this agreement in whole or in part.

#### **Article 15.**

##### **Waiver**

If a party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.



**Article 16.**

**Entire Agreement and Precedence**

Notwithstanding any other terms or conditions that may be contained within Licensor's purchase/sale orders, invoices, acknowledgements, or any other documents relating to the provision of Products and the Advanced Web Services under this agreement, the terms and conditions outlined in this agreement shall prevail and be the only terms applicable. For the avoidance of doubt, the Licensee's (purchase) terms and conditions, internal business standards, policies, or procedures will have no legal effect to the parties.

**SIGNED**

In ..... (place)  
on ..... (date)  
title .....

**for the Licensee**

.....(signature)  
.....(print name)

In ..... (place)  
on ..... (date)  
title .....

**for ECMWF**

.....(signature)  
.....(print name)

And

**Florian Pappenberger**  
Deputy Director-General and Director of Forecasts  
and Services Department, **ECMWF**

**DRAFT**