



**License to use for
benchmarking or optimization activities
the computer codes
of the shared
ALADIN-HIRLAM
numerical weather prediction system**





Considering that:

- The ALADIN and HIRLAM consortia, composed of national meteorological services of Europe and Northern Africa¹, jointly develop computer codes for numerical weather prediction on limited area domains under the generic name “shared ALADIN-HIRLAM system”;
- The shared ALADIN-HIRLAM system also utilizes 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 ALADIN consortium and an Associate Member of the HIRLAM 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 consortia who are not Member or Cooperating States of ECMWF and lists the rights of use of codes provided by third-parties;
- The ALADIN and HIRLAM consortia have signed a cooperation agreement that allows each Member of either consortium to license the shared codes to computer vendors for benchmarking or optimization activities;

The undersigned:

- **[NMS name]**, Member of the ALADIN (HIRLAM) Consortium, referred hereafter as “the Licensor”, represented by **[Director (General) name]**
- **[Affiliation/licensee name]**, referred hereafter as “the Licensee”, represented by **[(signing authorization), name + title]**

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The Consortia are currently composed of the following NM(H)Ss:

ALADIN: Algeria, Austria, Belgium, Bulgaria, Croatia, Czech Republic, France, Hungary, Morocco, Poland, Portugal, Romania, Slovakia, Slovenia, Tunisia, Turkey

HIRLAM: Denmark, Estonia, Finland, Iceland, Ireland, Lithuania, Netherlands, Norway, Spain, Sweden



Agree to the following:

1. The Licensor grants the Licensee access to computer codes of the shared ALADIN-HIRLAM system needed to conduct benchmarking or optimization work as described in the Annex.
2. This license is valid from *[start date, ddmjjjj]* to *[end date, ddmjjjj]* (period of three months maximum).

Obligations of the Licensor

3. The Licensor warrants that the list of codes provided to the Licensee include only parts owned by either Consortia, 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, the ALADIN General Assembly and the HIRLAM Council a copy of the present License Agreement and of the list of codes provided to the Licensee.
5. 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.
6. 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.
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 shared ALADIN-HIRLAM system, 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 ALADIN and HIRLAM consortia, 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.

SIGNED

In	(place)	In.....	(place)
on	(date)	on.....	(date)
title		title.....	
for the Licensee		for (insert name of Licensor)	
.....		
(signature)		(signature)	

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