

## **Licence for EUMETSAT Recommended Meteosat Data with a Latency of Less than One Hour (“Licence”)**

**- ECMWF -**

### **1. Definitions**

For the purposes of the following Licence:

- “User” shall mean the user named in the EO Portal Account, acting on behalf of ECMWF;
- “ECMWF” shall mean the European Centre for Medium-Range Weather Forecasts, as named in EO Portal account of the User;
- “EUMETSAT Data” shall mean all Recommended Meteosat data with a latency of less than one hour;
- “Decryption Equipment” shall mean any decryption key units, software packages and passwords provided by EUMETSAT that are required to decrypt and use the EUMETSAT Data.

The terms used in the following paragraphs are defined in the EUMETSAT Data Policy, which can be consulted [here](https://www.eumetsat.int/media/45173) (<https://www.eumetsat.int/media/45173>).

### **2. Scope of Licence**

The User is hereby authorised on a non-exclusive, non-transferable, worldwide basis to access and use all EUMETSAT Data, as defined in paragraph 1 above, exclusively in support of the ECMWF mission, as defined in the ECMWF Convention. This use shall only cover activities carried out within the ECMWF Secretariat.

### **3. Exclusions**

- 3.1 The User shall not use the EUMETSAT Data or Decryption Equipment in a manner that contradicts the terms of this Licence.
- 3.2 The User is prohibited from:
  - i. redistributing, sub-licensing or performing any other act of granting Third Parties, including the ECMWF Member States, access to the original numerical data of the EUMETSAT Data;
  - ii. transferring, passing on or making available the Decryption Equipment in any way to any Third Party;

- iii. making any commercial use, including Broadcasting in any form, of the EUMETSAT Data.

#### **4. Access and Reception**

- 4.1 The User shall have access to the EUMETSAT Data once the Licence has entered into force in accordance with paragraph 10 below.
- 4.2 Where relevant, EUMETSAT shall provide the User with the necessary Decryption Equipment. EUMETSAT shall activate the Decryption Equipment for reception of the EUMETSAT Data and keep it activated for the duration of this Licence.
- 4.3 EUMETSAT shall not be liable for the cost incurred by the User in procuring the necessary receiving equipment to access, receive and/or use the EUMETSAT Data.
- 4.4 Decryption Equipment may be provided by EUMETSAT without charge. The User may be required to reimburse EUMETSAT for the cost of providing him/her with more than one of the Decryption Equipment, at the discretion of the EUMETSAT Director-General.
- 4.5 EUMETSAT may limit the number of Decryption Equipment provided to the User to avoid an unmanageable load and a consequential degraded level of service.

#### **5. Ownership and Intellectual Property Rights**

- 5.1 EUMETSAT holds and retains the full ownership and intellectual property rights to all EUMETSAT Data. The User acknowledges that the EUMETSAT Data are protected from use by unauthorised Third Parties by EUMETSAT's intellectual property rights and by competition law.
- 5.2 The User shall take all reasonable steps to prevent damage or any infringement of EUMETSAT's intellectual property rights. The User shall inform EUMETSAT immediately, should it become aware of actual or potential infringement of EUMETSAT's intellectual property rights.
- 5.3 The intellectual property rights to products generated by the User using the EUMETSAT Data within the scope of authorised use under this Licence shall be considered owned by the User.

#### **6. Attribution**

When displaying or publishing images based on the EUMETSAT Data, the User agrees to show, in combination with such images and transformed products, an attribution to EUMETSAT, adapted as appropriate:

“[Contains modified] EUMETSAT [Meteosat/Metop] [data/product] [Year of publication or distribution]”; or

“This service is based on EUMETSAT [Meteosat/Metop] [data/product] [Year of publication or distribution].”

## **7. Liability**

- 7.1 Nothing in this Licence shall be deemed to be any representation or warranty on the part of EUMETSAT in respect of the accuracy, completeness, properties, quality, or fitness for use or purpose of any of the EUMETSAT Data or of any Decryption Equipment required to access, receive and/or use any EUMETSAT Data. All EUMETSAT Data as well as Decryption Equipment are provided on an “as is” basis.
- 7.2 EUMETSAT shall bear no responsibility or liability for any consequences, whether direct or indirect, arising from:
- i. any use of the EUMETSAT Data and/or of the Decryption Equipment;
  - ii. any adaptations to any other equipment or software used by the User or for the interface between such adaptations and the Decryption Equipment;
  - iii. any products generated by the User based on the EUMETSAT Data.
- 7.3 The User shall hold EUMETSAT harmless from any claims arising under paragraph 7.2.
- 7.4 EUMETSAT shall have no liability in case of deterioration, reduction or discontinuation of the provision of the EUMETSAT Data at any time for any reason.
- 7.5 Neither Party shall be liable for failure to fulfil this Licence due to circumstances outside of their control that could not have been foreseen at the time of entering into this Licence and that could not be reasonably avoided or overcome by the Parties. For the avoidance of doubt, delay or corruption of the EUMETSAT Data due to transfer over the Internet shall be considered to fall within the scope of this force majeure clause.

## **8. Non-assignment**

The User shall not assign the Licence in whole or in part to a Third Party without EUMETSAT’s prior written consent.

## **9. Settlement of disputes**

Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Licence, including its existence, validity or termination, shall be settled by arbitration, applying *mutatis mutandis* Articles 15.2 to 15.5 of the EUMETSAT Convention.

## **10. Entry into force, Duration and Renewal**

- 10.1 The Licence shall enter into force from the date of acceptance by the User and shall be granted for a period of three years, subject to strict compliance with the terms and conditions set out in the Licence and without prejudice to paragraph 11 below.
- 10.2 The User may renew his/her Licence.

## **11. Termination**

- 11.1 Either party may terminate the Licence at the end of each twelve-month period from the day the Licence enters into force, provided three months' prior notice of such termination has been given in writing.
- 11.2 EUMETSAT shall be entitled, without prejudice to any other rights and remedies, to revoke the User's access to EUMETSAT Data and to terminate the Licence without notice in the event the User fails to observe any of his/her obligations.
- 11.3 EUMETSAT may request the User to provide additional information on his/her use of the EUMETSAT Data and/or on his/her relationship with ECMWF to ensure compliance with the terms of the Licence. EUMETSAT may revoke the User's access to EUMETSAT Data and terminate the Licence with immediate effect if the User provides insufficient information or fails to reply within a specified period of time.