

License agreement for the use of data and/or products for the Copernicus Services

1. PARTIES

This License is agreed between

GIE EUMETNET, Avenue Circulaire, 3, 1180 Brussels, Belgium
Licensor of the data and/or products as described herein, acting on behalf of its Members, represented by [REDACTED], hereinafter as referred to **the Licensor**

and

The European Environment Agency, (hereinafter referred to as the 'EEA') acting under delegated tasks by the European Commission as Copernicus In Situ Co-ordinator under the delegation agreement on the implementation of the Copernicus Land Monitoring Service and the In Situ Component entered into with the European Union on 1 December 2014, represented for the purpose of this license agreement by [REDACTED] Executive Director

and representing the following Copernicus Service Operators:

European Commission Joint Research Centre (Emergency Management Service and the Land Monitoring Service);
The European Environment Agency (Land Monitoring Service);
Mercator Océan (Marine Environment Monitoring Service);
Frontex, European Maritime safety Agency and European satellite Centre (Security Service);
European Centre for Medium Range Weathering Forecasting (Atmosphere Monitoring Service and Climate Change Service),

hereinafter collectively referred to as **the Licensee** for the purpose of this agreement where a provision applies without distinction to the EEA or a Copernicus Service Operator.

2. PERMITTED USE

The Licensee is authorised to use on a non-exclusive basis the data and/or products referred to in Article 3 and described in Annex 1 (and referred herein as the Item). The Item is provided as specified hereunder:

- For use by those organisations with a delegated authority from the European Commission (the Copernicus Service Operators) in order to help fulfil the terms of their respective delegated agreements.

This Permitted Use shall be in accordance with the Limitations of Use as described under Article 6 below.

The terms and conditions of the present license agreement shall apply notwithstanding the provisions of Framework Contract No EEA/IDM/15/026/Lot 1 signed between the EEA and

the Licensor on 19 July 2016 and those of any specific contract implementing this framework contract.

3. OBJECT OF THE LICENSE

The object of the License (the Item) is defined below:

Those meteorological, hydrological and climatological data and products required for use by the Copernicus Service Operators that are owned by the members of GIE EUMETNET. These data and products will be provided according to existing Members' practises for delivery. The required data and products will be listed in a separate annex that will be maintained as a living document.

The Licensor withholds the option to improve, upgrade or make changes to the Item.

Without prejudice to the preceding provision, in case of non-performance by one or several members of the Licensor, the Licensor shall undertake, in cooperation with the Licensee, an analysis to identify alternative data sources or explore other possible solutions to guarantee the integrity of the service. Such actions shall not be interpreted as improvement or upgrading of the service.

4. PAYMENT

There is no information fee as this license is granted under a specific arrangement. The Licensor may choose to include a handling fee which shall be proportionate to the actual and documented delivery costs. This may include one-off implementation fees to set up the necessary data flows and monitoring costs depending on the required service level.

5. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Rights in the Item and associated data are retained by the Licensor in his own right or on behalf of the owner(s). Licensed use of such Item by the Licensee shall include acknowledgement of such Rights and publication of ownership of Copyright where relevant.

6. LIMITATION OF USE

The use of the Item is limited to the Permitted Use above under Article 2. The following uses of the Item by the Licensee shall be prohibited: A commercial exploitation, business for-profit use, resale, reconstitution through reverse engineering or other techniques, assignment of rights, sub-licensing of the Item or any associated data, software, documentation or information supplied under this License, to any third party without the prior written consent of the Licensor.

The Licensee shall not use, store or deal with the Item or any associated data, software, documentation or other information in a manner that is in contradiction with the Permitted Use of the License without the prior written consent of the Licensor. For the sake of this agreement, "associated data" encompasses elements like metadata or operational messages on the state of the network (downtime for maintenance and/or failures, repairs, etc.).

Derived products that the Licensee creates do not fall under the present limitations of use.

Breach by the Licensee of the limitations of use stated above is a ground for termination of the present agreement by the Licensor, notwithstanding any other remedies that the Licensor may have against the Licensee under the Belgian law governing the agreement for indemnification of proven direct and tangible losses suffered as a result of the breach.

7. 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 Licensee shall be held liable for any misuse by itself, employees or associates of any information received under or by operation of this License.

8. WARRANTY AND LIABILITY

The Item, the subject of this License, has been developed and/or produced for the purposes of the various national remits that Members of the Licensor organization have to satisfy. The present license agreement has been drafted to facilitate access to the Item in the framework of the development of Copernicus Services and the Licensor does not warrant its use for any other purpose than that stated in the Permitted Use above.

The Licensor does not warrant that the Item is suitable for use on the Licensees' equipment and accepts no liability for the results of any use of the Item.

9. FORCE MAJEURE

Neither the Licensor nor the Licensee shall be liable for failure to fulfil this agreement due to circumstances outside the control of the Licensor or Licensee, 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 Licensee, respectively.

10. TERMINATION

This Agreement shall terminate upon the expiry of six months after the receipt of written notification to this effect by either the Licensor or the Licensee. Activities in progress on the date of such written notification and the rights and obligations ensuing from them shall proceed to completion, unless the parties agree otherwise in writing.

Notwithstanding the above, this Agreement may be terminated by the Licensor at any time if the Licensee fails 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 it to do so.

11. 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:

For the Licensee

[REDACTED]
European Environment Agency
Kongens Nytorv 6,
DK -1050 Copenhagen K
[REDACTED]

For the Licensor

GIE EUMETNET
c/o L'Institut Royal Météorologique de
Belgique
Avenue Circulaire 3
1180 Bruxelles, Belgique
[REDACTED]

Any such notice, if served by post or e-mail, shall be deemed to have been given at the time when it would have been received in due course.

12. WAIVER

Any waiver by the Licensor of a breach by the Licensee 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 Licensee 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.

13. ASSIGNMENT

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

14. DISPUTE

14.1 This license is governed by the law of Belgium.

14.2 Any dispute between the parties regarding this license which cannot be resolved amicably shall be brought before the courts of Brussels, Belgium.

15. PERIOD OF AGREEMENT

This agreement shall enter into force upon signature by both the Licensor and the EEA.

This agreement shall remain into effect until 31 December 2020, and will be automatically extended for subsequent periods of 24 months unless either the Licensor or the Licensee notifies the other in writing of its intention to terminate it in accordance with the provisions in Article 10 above.

16. AMENDMENTS TO THE AGREEMENT

Any amendments to this agreement shall be done in written form and agreed by all parties.

Annex 1 is to be reviewed on an annual basis or when required by the Licensor or Licensee.

17. DECLARATION

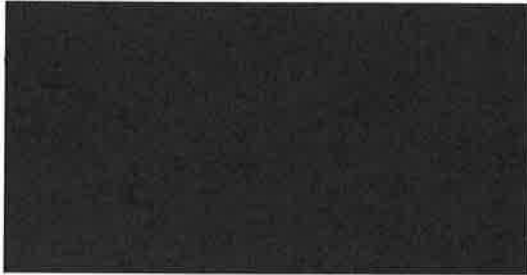
AS WITNESS the hands of the parties or their duly authorized attorneys or representatives the day and year below first written.

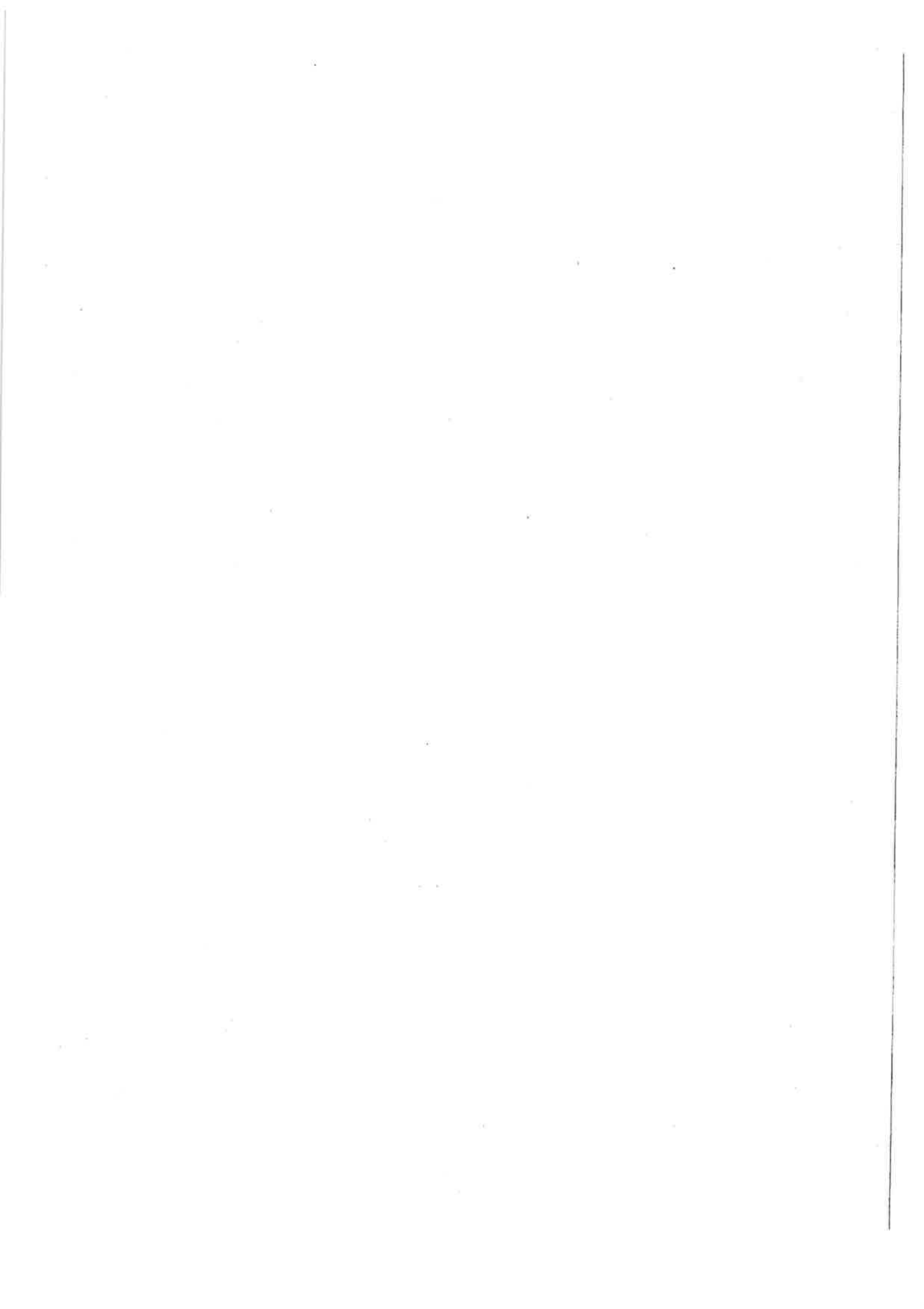
SIGNED for and on behalf of the EEA

SIGNED for and on behalf of GIE
EUMETNET

In Copenhagen (place)
on 21/12/17 (date)
title EXECUTIVE VICE CHAIR

In Brussels (place)
on 19 DEC 2017 (date)
title EXECUTIVE DIRECTOR





Document Title	Annex to License agreement EEA EUMETNET FINAL DEC2017
Document Purpose	An annex to the license agreement between EUMETNET and EEA permitting access to meteorological, climatological and hydrological data and products for use by Copernicus Service Operators in the production of Copernicus Services.
Document Issued	18/12/2017

Annex to License agreement for the use of data and/or products for the Copernicus Services

This document is a living Annex to the License agreement between EUMET eig and the European Environmental Agency that licenses the use of meteorological, climatological and hydrological data and products for the production of the Copernicus Services.

Annex Content

This Annex lists specific meteorological, climatological and hydrological data and products that are currently being used by specific Copernicus Services. These can be shared with other Copernicus Services under the terms of the above license.

All listed observations are exempted from handling fees when supplied routinely to the Copernicus Services through GTS/WMO, RMCDN, EUMETCast, and other similar operational delivery mechanisms.

In other cases handling fees, including one-off implementation fees to set up the necessary data flows and monitoring costs depending on the required service level, may apply if properly documented additional work is required on the supplier's side to make the observations available. The fee will be proportionate to the actual and documented implementation and delivery costs.

Provision of Data – January 2017

Following are listed specific data that are currently being provided for the production of specific Copernicus Services:

CAMS

The In situ data requirements for the CAMS global forecasting system are as follows:

All observations produced at 3 hourly intervals 0000UTC, 0300UTC, 0600UTC, 0900UTC, 1200UTC, 1500UTC, 1800UTC and 2100UTC that are retrievable from the WMO WIS system.

C3S

All meteorological in situ data assimilated into the ECMWF ERA5 climate reanalysis model can be found listed here:

<https://software.ecmwf.int/wiki/display/CKB/ERA5+data+documentation#ERA5data+documentation-Observations>

The list of variables used is recreated in the table below:

Dataset Name	Observation Type	Measurement (Variables used)
SYNOP	Land station	Surface Pressure, Temperature, wind, humidity
METAR	Land station	Surface Pressure, Temperature, wind, humidity
DRIBU/DRIBU-BATHY/DRIBU- TESAC	Drifting buoys	10m-wind, Surface Pressure
SHIP	ship station	Surface Pressure, Temperature, wind, humidity
Land/ship PILOT	Radiosondes	wind profiles
American Wind Profiler	Radar	wind profiles
European Wind Profiler	Radar	wind profiles
Japanese Wind Profiler	Radar	wind profiles
TEMP SHIP	Radiosondes	Temperature, wind, humidity profiles
DROP Sonde	Aircraft-sondes	Temperature, wind profiles
Land/Mobile TEMP	Radiosondes	Temperature profiles
AIREP	Aircraft data	Temperature, wind profiles
AMDAR	Aircraft data	Temperature, wind profiles
ACARS	Aircraft data	Temperature, wind profiles, humidity
WIGOS AMDAR	Aircraft data	Temperature, wind profiles

CEMS

The in-situ data requirements for CEMS are those meteorological and hydrological data that are collected as input into the early warning and monitoring systems of CEMS (EFAS, GloFAS, EFFIS, GWIS, planned: EDO, GDO).

The following meteorological data variables are collected by the designated meteorological data collection centre:

Cloud cover

Temperature

Maximum temperature (daily)

Minimum temperature (daily)

Dew point temperature

Precipitation

Wind direction

Wind speed

Solar radiation

Vapor pressure

The following hydrological data variables are collected by the designated hydrological data collection centre:

Water level

River discharge

Note: Depending on availability not all variables are collected for every station. No specific measurement interval is required (e.g. hourly, 3 hourly, 6 hourly, etc...). However, the maximum measurement interval which is collected is daily but it is preferred to receive higher resolution intervals depending on availability. The variable precipitation is not only collected from station data but also from merged gridded datasets consisting of station data and radar data. All variables are collected in near real time as well as for historical periods.

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Japanese Wind Profiler	Radar	wind profiles
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