



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

**1. PARTIES**

The Economic Interest Grouping (EIG) EUMETNET Licensor of OPERA Products as described herein, the Licensor represented by: **National Meteorological Service (NMS), Czech Hydrometeorological Institute, having its principal office at: Na Šabatce 2050/17; 143 06 Praha 412-Komořany; Czech Republic** acting by: [REDACTED] hereinafter as referred to the Licensor.

**VSB – Technical University of Ostrava, IT4Innovations National Supercomputing Centre, having its principal office at: 17. Listopadu 2172/15; 708 00 Ostarva – Poruba, Czech republic, the licensee, represented by [REDACTED] (Managing Director of IT4Innovations)**

**2. OBJECT OF THE LICENSE**

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

- OPERA Products described in the Article 3 below, for Research and Education use.

with the following intended use (the Project) :

*LEXIS (Large-scale EXecution for Industry & Society) is an H2020 IA coordinated by IT4I and started on january 2019.*

*One of the LEXIS pilots concerns Weather and Climate applications: this pilot, leaded by CIMA Research Foundation, will facilitate complex stacks of weather-related computational models to improve the prediction of water-food-energy nexus phenomena and their associated socio-economic impacts.*

*These computations involve multiple model layers chained together: (1) global weather and climate models (ECMWF), (2) regional weather models (CIMA), (3) domain-specific application models (such as hydrological, drought and fire forecasts, CIMA), and (4) impact (air quality, agriculture, renewable energy) models providing information for key decision and policy makers (ITHACA, NUMTECH).*

*To improve the prediction accuracy we aim at assimilating OPERA radar data in our regional weather models and domain-specific application models.*

Scientists participating in the Project requiring an account are :

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

### 3. DELIVERY

The Licensor will make the OPERA products available to the Licensee in accordance to the following products description and technical specifications:

- a. Three composite products
  - Instantaneous Surface Rain rate;
  - Instantaneous Max Reflectivity;
  - 1 Hour Rainfall accumulation;
- b. Domain – Whole of Europe;
- c. Projection – Lambert Equal Area;
- d. 2km resolution;
- e. Update frequency – 15 minutes;
- f. Issue time – Approximately 15 minutes after data time;
- g. Format: BUFR or HDF5;
- h. Delivery method is through the DCPC<sup>1</sup> : <http://dcpcodpi.meteo.fr/openwis-user-portal/srv/en/main.home> for both real-time and archived data
- i. The DCPC can also be used for access to archived data. Volume limitations apply (100Mb per day on average, 130Mb max).
- j. Availability of OPERA Products will be on the basis of reasonable endeavour,
- k. OPERA support documents are available at <http://eumetnet.eu/activities/observations-programme/current-activities/opera/>.

### 4. PAYMENT

There is no information charge on the OPERA products for Research and Education purposes. No fee is charged for setting up the account(s) on the DCPC. Additional support may be provided by a EUMETNET Member but a fee may be charged for this.

### 5. INTELLECTUAL PROPERTY RIGHTS

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

### 6. GRANT BACK PROVISION

The Licensee shall grant to the Licensor a non-exclusive license to use the published results obtained from the Project connected with this License for evaluation and verification purposes.

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<sup>1</sup> DCPC : data collection and production centre as defined by WMO Information System (WIS). See [https://www.wmo.int/pages/prog/www/WIS/overview\\_en.html](https://www.wmo.int/pages/prog/www/WIS/overview_en.html)

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 EUMETNET OPERA Programme Manager, Dr. Elena Saltikoff (elena.saltikoff@fmi.fi),
- Additional stakeholders that could join the evaluation and verification tasks of the project (such as global Numerical Weather Prediction centres in Europe).

## **7. LIMITATION OF USE**

The use of the OPERA Products is limited to the Object above and does not permit commercial exploitation, business use, resale or transfer of the OPERA Products or any associated data (such as metadata), 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.

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The Licensee cannot grant sublicenses to other users than those identified as participants in the Project in Article 2 above without prior consent of the Licensor.

## **8. 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.

## **9. WARRANTY AND LIABILITY**

The OPERA 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 OPERA Products are suitable for use on the Licensees' equipment and accepts no liability for the results of any use of the OPERA Products.

The Licensor warrants that it has the authority to grant this License.

#### **10. 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.

National security measures taken by the government of the Licensor that impose reduction or termination of the delivery of the OPERA Products enter into this category whereby liability for action or damages is excluded.

#### **11. TERMINATION**

This License may be terminated by the Licensor at any time if the Licensee 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 it to do so.

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

#### **12. 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 or by Electronic Mail with acknowledgment of receipt to the following:

Licensor :

National Meteorological Service (NMS), Czech Hydrometeorological Institute, having its principal office at: Na Šabatce 2050/17; 143 06 Praha 412-Komořany  
acting by: [REDACTED]

on behalf of:

GIE EUMETNET  
c/o Royal Meteorological Institute of Belgium  
Avenue Circulaire, Ringlaan, 3  
1180 Brussels, Uccle

Licensee:

[REDACTED]  
Lexis Project Coordinator  
Head of Head of Advanced Data Analysis and Simulations Lab – IT4Innovations  
IT4Innovations National Supercomputing Center  
VSB - Technical University of Ostrava

**17. Listopadu 2172/15**  
708 00 Ostrava-Poruba  
Czech Republic

### 13. 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.

### 14. DISPUTE

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

### 15. PERIOD OF AGREEMENT

This agreement is valid 3 years from date of signature unless EIG EUMETNET decides to terminate the production of the Object of the License (OPERA products).

### 16. AMENDMENTS TO THE CONTRACT

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

### 17. DECLARATION

I, the undersigned Vít Vondrák, declare that I am the authorised signatory on behalf of IT4Innovations which is the leading partner of the Lexis Project.

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

For the Licensor

For the Licensee

Director

Managing Director

Date : 24 -06- 2019

Date : 6-6-2019

Signature

Signature

