

EIG EUMETNET license agreement for Research and Education use of OPERA data (updated Nov. 2017)

This Licence is agreed between

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**

acting by: _____
hereinafter as referred to the **Licensor**

and

The **Licensees** are the Partners participating in the Projects with the following intended use (the Project):

In August 2019, the ESA Earthcare satellite is planned to be launched, which will employ high-performance lidar and radar technology that has never been flown in space before and will observe clouds, aerosols, radiation and precipitation. Our accepted project proposal, "*Cross-scale evaluation of ground precipitation derived from the ACM-CAP and C-CLD data products over Europe*", aims to validate the precipitation-related products over European land and sea, by using both instrumental and remote sensing data (OPERA composite weather radar dataset). To achieve this, besides the standard validation techniques that estimate precipitation properties and statistics at individual scales, we will introduce a novel statistical approach that compares observational efficiency over a continuum of spatiotemporal scales. Thus we will be able to pinpoint the specific scales, both in space and time, that agree or disagree with the satellite observations.

Scientists participating in the Project requiring an account are:

- _____
- _____
- _____
- _____

2. OBJECT OF THE LICENSE

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

- _____



3. DELIVERY

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

- a.
- b.
- c.
- d.
- e.
- f.
- g.
- h.
- i.
- j.
- k.

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.

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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.

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,

¹ DCPC : data collection and production centre as defined by WMO Information System (WIS). See



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- Additional stakeholders that could join the evaluation and verification tasks of the project (such as global Numerical Weather Prediction centres in Europe).

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

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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.

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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 :

**Czech Hydrometeorological Institute,
Na Šabatce 2050/17; 143 06 Praha 412-Komořany**

on behalf of:

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

Licensee:

Ioannis Markonis
Faculty of Environmental Sciences
Czech University of Life Sciences Prague
Kamýcká 129, 165 00 Prague,
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 Ioannis Markonis, declare that I am the authorised signatory on behalf of Czech University of Life Sciences Prague.

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

For the Licensor

For the Licensee