

AGREEMENT No. MO/NWP/UM5.5/

LICENSE FOR USE OF MET OFFICE DATA AND/OR SOFTWARE FOR RESEARCH

This agreement is between the Met Office of FitzRoy Road, Exeter , EX1 3PB , United Kingdom

and **(Licensee name and address)**

1. Definitions

Data - Data, documentation (electronic or otherwise).

Software - Source code, object code, scripts, user interface, know-how.

Research - Any project or work organised by a university, a scientific institute or similar (private or institutional) for non-commercial purposes only.

Licensee - The organisation or entity granted the license.

Met Office - The service responsible at the national level in conformity with its legal status for the gathering, classification and production of meteorological information in the national interest.

Purpose - The use to which the Data and/or Software provided under the terms of this license is put.

2. Subject to the terms and conditions herein the Met Office grants to the Licensee a non-exclusive licence to use, adapt, copy and modify the Data and/or Software supplied by the Met Office. The Data and/or Software to be supplied to the Licensee will be:

The Data and/or Software

Source code, scripts, user interface, documentation, initial data and example experiments for validating the installation for version 5.5 of the Unified Model.

3. The Data and/or Software provided is solely for the Purpose of bona-fide academic research in connection with:

The Purpose

4. TERM

This Agreement shall enter into force on the date of signing and shall remain in force for three years **from:** **to:**

5. OBLIGATIONS

a. The Met Office shall provide one copy of the Data and/or Software to the Licensee.

b. The Licensee shall provide to the Met Office, free of charge, a copy of any papers publishing the results of the research.

c. The Licensee shall not do anything which may bring the name of Met Office into disrepute.

d. The Licensee shall provide to the Met Office, free of charge, suggested revisions to resolve problems, improve portability and improve efficiency.

6. PAYMENT

The License is provided free of charge.

7. WARRANTY

The Data and/or Software has been developed and/or produced to a high scientific standard for the purposes of the Met Office and is of a quality appropriate to the inherent inexact nature of the science of meteorology. No warranty is given as to the suitability of the Data and/or Software for use by the Licensee, nor do we warrant the accuracy or completeness of any Data and/or Software. Example experiments provided as part of the Data and/or Software are suitable only for validating the Licensee's installation and no warranty is given as to the scientific validity of results obtained using these experiments.

8. LIABILITY & INDEMNITY

a. No liability is accepted by the Met Office for any errors or omissions in the Data and/or Software or associated information and/or documentation.

b. The Met Office shall have no liability to the Licensee in contract, tort (including negligence) or otherwise arising (including without any limitation, whether from breach of contract from the provision or purported provision of the Data, and/or Software save in respect of death or personal injury caused by the negligence of the Met Office.

c. The Licensee undertakes to keep the Met Office fully and effectively indemnified against all loss, damage, claims, demands, costs and expenses which the Met Office may incur as a result of any breach by the Licensee of any term of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

a. All intellectual property rights in the Data and/or Software and any documentation supplied by the Met Office (or its subcontractors) shall be and remain the property of the Met Office (or its subcontractors) and are subject to Crown Copyright protection.

b. The Licensee shall ensure that Met Office intellectual property rights are acknowledged in any reproduction of the Data and/or Software.

- c. The Licensee shall make acknowledgements to the "Met Office" in any publication of papers, reports or presentations arising out of the use of the Data and/or Software.
- d. The Licensee shall promptly notify the Met Office of any improvements made to any Software which is supplied to it under this Agreement and shall assign any intellectual property rights in any innovations or enhancements made by the Licensee to the Met Office.
- e. The Licensee shall take all reasonable steps to prevent any damage to or infringement of the Met Office intellectual property rights.

10. TERMINATION

- a. The Met Office shall be entitled, without prejudice to any other rights or remedies, to terminate this Agreement forthwith in any of the following events, viz. where:
 - (i) the Licensee fails to observe any of its obligations under this Agreement;
 - (ii) the Licensee makes any voluntary arrangement with creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation; or a receiver is appointed over any of the Licensees assets; or the Licensee ceases or threatens to cease to carry on business; or the Met Office reasonably apprehends that any of these events are about to occur;
 - (iii) there is a change of control, as defined by section 416 of the Income and Corporation Taxes Act 1988, in the Licensee or its parent company.
- b. Termination of this Agreement for whatever reason shall not relieve either party of any obligation which is intended to continue after termination. Upon termination, the Licensee shall cease to use all Data and/or Software supplied including documentation associated with the Data and/or Software and shall return or destroy the same.

11. CONFIDENTIALITY

The Licensee shall not, save with the written permission of the Met Office:

- a. disclose to a third party any aspect of this Agreement, including any Data and/or Software supplied thereunder.
- b. use the Data and/or Software for anything other than the Purpose.

12. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, English law. Each of the parties irrevocably submits to the exclusive jurisdiction of the English courts.

13. ENTIRE AGREEMENT

- a. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements in connection with the subject matter hereof.
- b. This Agreement may not be varied, modified or otherwise amended except by the written agreement of the parties.

WRITTEN the hands of the parties the day and year stated below.

SIGNED this day of by
Print Name.....
 duly authorised on behalf of the Licensee

Witnessed byPrint Name.....

SIGNED this day of by
Print name.....
 duly authorised on behalf of the Met Office.

Witnessed byPrint Name.....