

Standard license agreement for Research and Education use of OPERA data

1. PARTIES

This Licence is agreed between

Finnish Meteorological Institute (FMI), P.O. Box 503 00101 Helsinki, FINLAND
Licensor of EIG EUMETNET OPERA products as described herein,
represented by Jussi Kaurola, **Director General**
hereinafter as referred to the **Licensor**

and

The **Licensees** are the Partners participating in the Project Early warning Demonstration of pan-European rainfall-induced impact forecasts (EDERA). The EDERA Project funded Partners, the Licensees, are the following:

- Universitat Politècnica de Catalunya - Centre de Recerca Aplicada en Hidrometeorologia (UPC-CRAHI), acting as Project Coordinator
- European Centre for Medium-Range Weather Forecasts (ECMWF)
- Finnish Meteorological Institute (FMI)
- General Direction of Civil Protection and Emergencies (DGPCE)
- Agencia de Medio Ambiente y Agua de Andalucía (AMAYA)
- Autoridade Nacional de Emergência e Proteção Civil (ANEPC)

Description of the Project can be seen in Annex.

2. OBJECT OF THE LICENSE

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

OPERA Products (referred herein as the OPERA Products), described in the Article 3 below, for Research and Education use within the Project.

The Grant of this License does not permit use of the OPERA Products licensed to be used for commercial purposes or exploitation for profit.

3. DELIVERY

The Licensor will make the OPERA products available to the Licensees in accordance to the following products description and technical specifications **or the corresponding products in the renewed production in 2023:**

- 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: HDF5;
- h. Delivery method: FTP via Internet through FMI
- i. Availability of OPERA Products will be on the basis of reasonable endeavour,
- j. Support: support issues can be raised at the address support.opera@eumetnet.eu. FMI will manage technical questions related to the OPERA Products but may charge a fee.

4. PAYMENT

There is no information charge on the OPERA products for Research and Education purposes. A fee may be charged for setting up the account and providing support.

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. 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 results obtained from the research project connected with this License.

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, 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,

The use of the OPERA Products is limited to the Object of the License which Licensees declare has been described in detail in Article 2 hereof.

Licensees shall not use, store or deal with the OPERA Products or any associated data, software, documentation or other information in a manner that is in contradiction with the Object of the License without the prior written consent of the Licensor.

Licensees shall not reproduce, distribute, license, transfer, assign, sell, disclose to or otherwise forward the OPERA Products or any associated data, software, documentation or other information to any third party without the prior written consent of the Licensor, nor use the OPERA Products to provide any services outside those specified in the Object, or as set out under this clause. The original OPERA Products used in EDERA cannot be computed back from the early warning products that are considered as derived products. Thus, it is seen that the products made in EDERA can be distributed via the European Flood Awareness System (EFAS) platform to the members of EFAS.

Licensees shall be liable, notwithstanding any other remedies that Licensor may have against Licensees, including termination of this Agreement, to indemnify Licensor for any loss Licensor suffers and/or to reimburse Licensor for the gain Licensees obtain in contravention of this clause.

This License is limited to the use of the licensed data and services within the scope of the Project defined in Article 1. The Licensee cannot grant sublicenses to other users than those identified as participants in the Project as laid out in Article 1 above.

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 by virtue of the EIG EUMETNET Agreement and/or its ECOMET Membership.

10. FORCE MAJEURE

Neither the Licensor nor the Licensees shall be liable for failure to fulfil this agreement due to circumstances outside the control of the Licensor or Licensees, 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 Licensees, 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 Licensees 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 them to do so.

Notwithstanding the above, this License may be terminated by the Licensor or Licensees 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 to the following:

Licensor: Finnish Meteorological Institute (FMI), P.O. Box 503, 00101 Helsinki, Finland

Licensee: Universitat Politècnica de Catalunya (UPC-CRAHI), Calle Jordi Girona 31, 08034, Barcelona, Spain

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

13. WAIVER

Any waiver by the Licensor of a breach by the Licensees 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 Licensees 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. ASSIGNMENT

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

15. DISPUTE

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

16. PERIOD OF AGREEMENT

1.2. 2023 - 1.2. 2025

17. AMENDMENTS TO THE CONTRACT

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

18. DECLARATION

I, the undersigned Jussi Kaurola, Director General, declare that I am the authorised signatory on behalf of the Licensor FMI.

I, the undersigned Marc Berenguer, Project Coordinator, declare that I am the authorised signatory on behalf of the Project Partners.

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

Signature

MARC BERENGUER

Signature

JUSSI KAUROLA

Date 03.07.2023

Date 28.6.2023

ANNEX I

Short description of the project

Heavy rain and convective storms can trigger a number of different natural hazards (e.g. floods, landslides and debris flows) that have impacts on people's life and goods throughout Europe and across borders. The increase of such hazards throughout Europe and their social and economic impacts are a manifestation of the ongoing climate change.

Although the policies for emergency management and response are turning to a more adapted risk management approach, civil protection agencies still face multiple challenges hampering their active decisions, including absence of multi-hazard forecasts or difficulty in translating hazards forecast into impact-based decisions, or the coordination between civil protection agencies during large-scale events affecting multiple regions and countries. In this context, integrating advanced multi-hazard impact-based forecasts to the currently existing early warning Systems is essential for improved emergency management, leading to disaster risk reduction and climate change adaptation.

The EDERA Project inherits the results from previous Union Civil Protection Mechanism (UCPM)-funded projects ERICHA, SMUFF and TAMIR for seamless forecasting of heavy rainfall and flash flood impacts. It aims at using the river flood forecasting component from the Copernicus Emergency Management Service (CEMS) European Flood Awareness System (EFAS) to propose an improved strategy for compound flood impact forecasts over Europe, combining forecasts of convective hazards with pluvial and river floods.

The flood impact forecasting strategy will be demonstrated in real time during 15 months at two levels: (1) at European scale, evaluating the performance of the forecasts in cooperation with the stakeholders and (2) at two pilot sites (Spain/Portugal and Finland), where the early warning Systems of the end-users will be improved by integrating the flood impact forecasts in real time to assess their usefulness for improved cross-border cooperation and coordination among civil protection authorities at national and regional scales. Integration of the EDERA forecast products to EFAS will ensure their availability beyond the duration of the project.

CHANGE LOG – Commercial OPERA license agreement

Version 1: first version dated January 2016

Version 2: dated February 2020, including the following changes

- * Change in article 3, item j regarding the e-mail address for support

Version 3: dated January 2021, including the following changes

- * addition change log

Version 4.1: dated June 2022, including the following changes

- * updated EUMETNET logo
- * update article 3, Delivery
- * update article 11, Termination