# <u>License Agreement for the Use of Data and/or Products for the Copernicus</u> <u>Services</u> (hereinafter referred to as 'the Agreement')

### **1. PARTIES**

This License is agreed between

#### (Organisation name and address)

Licensor of the data and/or products as described in Annex 1, hereinafter referred to as 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 Contribution Agreement on the Implementation of the Copernicus Component of the Space Programme of the European Union entered into with the European Union represented by the European Commission on 23 November 2021, represented for the purpose of this Agreement by European Commission on 23 November 2021, represented for the purpose of this Agreement by

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 Weather Forecasts (Atmosphere Monitoring Service and Climate Change Service),

hereinafter collectively referred to as **the Licensee** for the purposes 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 hereinafter referred to 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 Contribution Agreements.

This permitted use shall be in accordance with the limitation of use as described under Article 6 below.

## **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 Licensor and are specified in Annex 1. These data and products will be provided according to existing practises for delivery.

Without prejudice to the preceding provision, in case of non-performance by 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 or handling fee as this License is granted under a specific arrangement.

### 5. INTELLECTUAL PROPERTY RIGHTS

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

## 6. LIMITATIONS OF USE

The use of the Item is limited to the permitted use described 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 the Licensor has to satisfy. This 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 under Article 2, Permitted Use.

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.

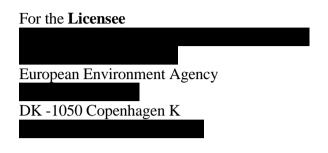
#### **10. TERMINATION**

This Agreement may be terminated with 6 (six) months' notice by either the Licensor or the Licensee upon the receipt of written notification to this effect by the contracting party wishing to terminate the Agreement. 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, sent by pre-paid first-class post or by e-mail supported by automatic delivery receipt, which shall serve as proof of sending the notice, to the following:



For the **Licensor** {name, title, organisation address and email}

Any such notice 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 Agreement is governed by the law of Belgium.

14.2 Any dispute between the parties regarding this Agreement 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 and remain into effect until 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 amendment to this Agreement shall be the subject of a written agreement agreed to by both contracting parties.

Annex 1 is to be reviewed when required by the Licensor or Licensee.

#### SIGNATURES

SIGNED for and on behalf of the EEA	SIGNED for and on behalf of <i>{Name of</i> Licensor}
In (place)	In (place)
on (date)	on (date)
title	title
for the Licensee	for the Licensor
(signature)	(signature)
(print name)	(print name)

# Annex 1 to the Agreement

This annex contains details of the data and products to be provided as part of the Item as defined in Article 3 of this Agreement.