

Memorandum of Understanding for the
“ALADIN Consortium”

PREAMBLE

ACKNOWLEDGING that an accurate weather forecast is increasingly important to reduce weather related threats to life, health, economy and property;

RECALLING that an ALADIN project is already existing since the early 1990's, and that the associated consortium, under three successive Memoranda of Understanding, has brought the ALADIN community to the forefront in the field of High Resolution Short Range Weather Forecast, through:

1. Concept, definition, development, operation, maintenance of a common and state-of-the-art High Resolution Numerical Weather Prediction limited area system called "ALADIN";
2. Training, recruitment, motivation and academic rewards of an increasing community of developers and users;
3. Publishing significant scientific achievements in the most recognized international journals;
4. Management, organisation and establishment of principles, objectives and perspectives of increasing performances for a group of members;
5. Collective commitment of human resources to operational and maintenance support, and to joint organisation and management structures;

WISHING to develop their individual capabilities to fulfil their national needs and responsibilities in order to bring the best available quality of service to all users of meteorological services in their countries;

WISHING to optimise the individual and collective contributions of their countries to the WMO programmes;

STRESSING their continuous commitment to the common strategic objective of enabling their respective countries to get the best possible operational forecasting system compatible with their available resources and to access the most advanced mesoscale modeling capabilities for research purposes;

RECOGNISING, however, that resource constraints may limit their individual ability to fully run and exploit the most advanced mesoscale system, and that, therefore, this common strategic objective can only be met through a flexible approach taking into account the range of these constraints;

RECOGNISING that the maintenance and further development of state-of-the art mesoscale forecasting models require substantial investments, in particular in terms of human resources, and that such tasks and investments are better shared for mutual benefit;

WILLING to face collectively the challenge of providing the best possible weather forecast services with optimised human and financial resources in their shared ambition of being the national excellence and an international reference in meteorology;

WISHING to continue and expand the successful activities of the ALADIN project in the field of High Resolution Short Range Weather Forecast by developing the science, the know-how, the expertise and the use around a common High Resolution Limited Area Numerical Weather Prediction System;

~~PROVIDING~~ ~~ADDING~~ help to various other fields of interest such as nowcasting, regional climate, marine forecasting, pollutant transport forecast and so on;

CONFIRMING their commitments to implement the WMO Resolution 40 (Cg XII);

Fourth ALADIN MoU

RECOGNISING the relevance of the “guidelines for relations among National Meteorological or Hydrometeorological Services regarding commercial activities” attached as Annex III to this Resolution, that aim at maintaining and strengthening in the public interest the cooperative and supportive relations among N(H)MSs in the face of differing national approaches to the growth of commercial meteorological activities;

RECOGNISING the possibilities of a wider European collaboration between NWP consortia;

The National (Hydro-) Meteorological Services N(H)MSs of Algeria, Austria, Belgium, Bulgaria, Croatia, the Czech Republic, France, Hungary, Morocco, Poland, Portugal, Romania, Slovakia, Slovenia, Tunisia and Turkey hereinafter referred to as the Members and collectively as the “ALADIN Consortium”

have agreed as follows:

ARTICLE 1

Purpose and Objectives

1. This Memorandum of Understanding (hereafter referred to as MoU) sets forth the goals and general objectives agreed by the Members for their collaboration (hereafter referred to as the ALADIN Collaboration), and the terms and conditions under which they will cooperate to achieve these goal and objectives.
2. The goal of the ALADIN Collaboration is to improve the value of the meteorological, hydrological and environmental warning and forecast services delivered by all Members to their users, through the operational implementation of a numerical weather prediction (NWP) system capable of resolving horizontal scales from the meso-beta to the meso-gamma scale and improving the prediction of severe weather phenomena such as heavy precipitation, intensive convection and ~~strong~~stormy winds.
3. This objective will be fulfilled through continuation and expansion of the activities of the ALADIN Consortium in the field of High Resolution Short Range Weather Forecast, including:
 - i. Maintenance of an ALADIN System as defined in Article 2, Paragraph 4 (i);
 - ii. Joint research and development activities, on the basis of the common Strategic Plan and related Work Plans, with the aim of maintaining the ALADIN System at scientific and technical state of the art level within the Numerical Weather Prediction community;
 - iii. Sharing of scientific results, numerical codes, operational environments, related expertise and know-how, as necessary for all ALADIN Consortium members to conduct operational and research activities with the same tools.

ARTICLE 2

Definitions

4. The following definitions are used in this MoU:
- i. The ALADIN System is defined as the set of pre-processing, data assimilation, model and post-processing/verification software codes, tools and data shared by all Members and available to each Member and acceding Member for producing and using the best possible operational mesoscale forecasts based on a configuration compatible with its available resources.
 - ii. The ALADIN System is composed of shared software codes of three different types:
 - the ALADIN Common Codes, defined as the codes jointly developed and maintained by the Members and the ALADIN acceding Members referred to in Article 3;
 - the ALADIN Co-owned Codes defined as the codes jointly developed and maintained with other consortia or partners and co-owned by the Members and these consortia or partners (e.g. Common ALADIN-HIRLAM Code);
 - the ALADIN Shared Third-Party Codes contributed and owned by partners, other consortia or third parties who have granted appropriate rights to the Members for the use of such codes for the implementation of this MoU.
 - iii. A version of the ALADIN System is any release of the ALADIN System present in the ALADIN code repository for research and development or operational purposes, or any subset of code anticipated to become part of the common codes.
 - iv. A Configuration of the ALADIN System is a subset of ALADIN Codes used by a Member or acceding Member for its own implementation.
 - v. ALADIN Products are defined as outputs of the Configurations of the ALADIN System implemented by the Members or acceding Members for their operational requirements. ALADIN Products are Type A products in the ECOMET sense, i.e. “meteorological information that results from the transformation or processing of data sets in the form of pictures, charts, text or data files, is considered to require meteorological know-how to be interpreted, and has been prepared specifically to meet the operational requirements of a N(H)MS”.
 - vi. Official Duty: all activities ~~which~~^{that} take place within the organization of a N(H)MS, and external activities of the N(H)MS resulting from legal, governmental and intergovernmental requirements relating to defence, civil aviation and the safety of life and property.
 - vii. National Territory: The national territory of a State, including its internal waters, its archipelagic waters, its territorial sea and its exclusive economic zone, as defined in the United Nations Convention on the Law of the Sea (UNCLOS) signed in Montego Bay on 10 December 1982 and having entered into force on 16 November 1994.
 - viii. International Waters: Waters not included in the internal waters, archipelagic waters, territorial ea or exclusive economic zone of any State (defined as High Seas in the UNCLOS Convention).
 - ix. National Use of ALADIN Products: any sublicensing of Products or value added services by a N(H)MS to a nationally-based end user or to broadcaster/publisher for target recipients in the national territory of that N(H)MS, but not including sub-licensing to service providers.

Fourth ALADIN MoU

- x. Educational Use: Any use of ALADIN Products by a school, university, scientific institute or similar (private or institutional), solely for educational purposes, without transmission or redistribution of these products to any further third party, or use of them to generate a value added service.
- xi. In the context of Articles 9, 10 and 11, the term “ALADIN” means the Common Codes and tools jointly developed and owned by the Members, and the products generated by the various configurations of the ALADIN System.

ARTICLE 3

Membership

- 5. The initial Members are the signatories of this MoU at the time of its entry into force. They have all participated as full member in the activities of the ALADIN project under the previous ALADIN Memorandum of Understanding and own accordingly all the common property rights and intellectual capital accumulated under the previous MoU, in proportion of their respective contributions, as recorded in Annex I.
- 6. This MoU is also open for signature to new Members who, alike the initial Members:
 - i. Are N(H)MSs of WMO members;
 - ii. Are willing to cooperate and contribute to all the objectives defined in Article 1;
 - iii. Commit to contribute at least two (2) full time equivalent persons per year to the ALADIN research and development activities under the agreed work plans;
 - iv. Have firm plans to use the ALADIN system for their operational forecast procedure during the period covered by this MoU;
 - v. Accept all the terms and conditions of this MoU.
- 7. A N(H)MS wishing to join the ALADIN Consortium shall address its application to the Chairperson of the General Assembly, for consideration by the General Assembly (see Article 4).
- 8. If the application of a N(H)MS is accepted by the General Assembly, it shall become Member after an accession period of maximum three (3) years, during which it shall:
 - i. contribute at least two (2) full time equivalent persons per year to the ALADIN research and development activities;
 - ii. contribute to the financial part of the ALADIN Annual Budget referred to in Article 7, at a level of at least 50% of the flat rate annual contribution;
 - iii. have the same rights and obligations as Members as regards the use of the ALADIN System on their National Territory, ~~but no voting rights~~;
 - iv. have no voting rights in any decision of the General Assembly concerning membership.
- 9. Upon completion of this accession period, the acceding Member shall:
 - i. Have paid an entry fee of five (5) times the ceiling of the flat rate contribution to the ALADIN Annual Budget referred to in Article 7, with the understanding that the cumulated annual

Fourth ALADIN MoU

- contributions referred to in Paragraph 8-(ii) above form an integral part of that payment;
- ii. Subject to confirmation that it actually satisfies the conditions for Membership, gain the status of Member and sign this MoU;
 - iii. As a result, have all rights and obligations of Members, including rights to use the ALADIN System's products outside its National Territory, and acquire voting rights in proportion to its cumulated manpower contributions.
10. Members and acceding Members shall abide by the terms and conditions defined in this MoU and do their utmost to implement the decisions taken by the General Assembly.
 11. Members and acceding Members shall respect regulations related to intellectual property rights and ownership and shall prevent unauthorized dissemination and use of ALADIN assets.
 12. Members shall make all reasonable efforts to use the ALADIN System or elements thereof in their daily operational forecast procedure.
 13. Members and acceding Members shall actively participate in the ALADIN Collaboration through commitment of a significant part of their NWP and modeling manpower to the work plans approved by the General Assembly and through effective participation to the ALADIN bodies, groups, meetings and workshops.
 14. A Member may withdraw from the ALADIN Consortium by giving at least one-year notice to the Chairperson of the General Assembly.
 15. Should one Member cease to fulfil the terms and conditions for membership defined in this MoU, the General Assembly may decide to terminate its membership with a one year notice from the Chairperson of the General Assembly, after exploring possible recovery actions with that Member.
 16. The rights and obligations concerning the use, ownership and maintenance of the ALADIN System under this MoU or resulting from agreements signed by the Members or one of them for the implementation of this MoU shall continue to apply to a leaving Member for a maximum period of one year after actual loss of membership. However, such rights and obligations shall be restricted to the Version of the ALADIN System available at the time, unless otherwise agreed, and shall exclude the right to use the "ALADIN" naming for the further use of this Version of the System or its Products.

ARTICLE 4

Governance

4.1. General Assembly

17. The General Assembly (GA) is the supreme governing body of the ALADIN Consortium. It represents its Members and acceding Members and is responsible for the implementation of this Memorandum of Understanding, including the definition, follow-up and evaluation of all activities of the ALADIN Collaboration.

Fourth ALADIN MoU

18. The General Assembly consists of Directors of each of the Members and acceding Members or their mandated representatives, who may be assisted by advisers.
19. The General Assembly:
 - i. Elects its Chairperson and Vice-chairperson;
 - ii. Decides on amendments to this Memorandum of Understanding and on all matters concerning membership;
 - iii. Decides on the regular and substitute members of the Policy Advisory Committee (PAC) and appoints its Chairperson and Vice-chairperson;
 - iv. Approves the ALADIN Strategic Plan and other plans submitted by the PAC or by the Programme Manager;
 - v. Decides on appropriate reviewing procedures;
 - vi. Identifies the common ALADIN Consortium assets and decides on detailed rules, as required to implement and expand the provisions of Articles 7, 8 and 9;
 - vii. Approves the detailed rules and standard licences applicable to the commercialisation of ALADIN Products by the Members and acceding Members, as required for the implementation of Article 11^θ, including decision on the amount of the royalty fee applicable to sales of ALADIN Products outside the National Territory of a Member;
 - viii. Decides on strategic collaboration opportunities with research institutions, N(H)MSs, other consortia or other third parties in the area of High Resolution Short Range Numerical Weather Prediction and authorises its Chairperson to sign relevant agreements and arrangements on behalf of the ALADIN Consortium;
 - ix. Decides to invite other organisations or other consortia to take part at its meetings as observers;
 - x. Decides on the establishment, terms of reference, membership of other subsidiary bodies or high level working groups to deal with particular issues as appropriate, and on their cancellation;
 - xi. Appoints the ALADIN Programme Manager (see Article 5);
 - xii. Elects, on proposal by Programme Manager and PAC, the Chairperson of CSSI (see Article 5, Paragraph 43) among the CSSI members;
 - xiii. Approves the organisation of the ALADIN Project Team, coordination and administrative support structures defined in Article 5, Paragraph 43;
 - xiv. Approves the annual work plans and associated resource commitments from all Members and acceding Members, and follows up their execution, noting the reports of operational, maintenance and manpower efforts;
 - xv. Approves annual budgets and accounts;
 - xvi. Decides on any matter or issue that cannot be resolved by the Programme Manager or the PAC.
20. The Members shall agree unanimously all amendments to this MoU. A new signature of the amended MoU may be decided by the General Assembly in the following cases: the amendments in the core of the text imply some structural change or correspond to a new full membership; the amendments in the Annexes correspond to a change of spirit of the relevant collaboration.

Fourth ALADIN MoU

21. Unless otherwise specified in the Articles of this MoU, all decisions of the General Assembly shall be taken unanimously by the represented Members and acceding Members. In the absence of consensus, a decision shall be valid unless it is vetoed by more than one third of the Members or by a group of Members having contributed to the project in a proportion higher than one third according to the records (see Annex I).
22. Amendments to Annex III shall require agreement with the HIRLAM Consortium.
23. The General Assembly shall regularly meet at least once yearly. Extraordinary General Assembly meetings could be held at the request of at least one third of the Members. The General Assembly meetings are prepared by the Programme Manager, under the responsibility of the Chairperson of the General Assembly and with the help of a so-called “Bureau” (see Article 4.4).
24. In exceptional circumstances, a Member may represent another Member or acceding Member at a General Assembly meeting. A written authorisation shall be required for this purpose. The absent Member or acceding Member shall then be considered as represented, with delegated voting rights in the case of a Member. This delegation cannot apply to the signing of the original version of the present MoU at its date of entry into force, nor to any subsequent re-signing of the MoU over the period of duration.
25. General Assembly meetings are valid if at least two-thirds of the Members are represented.

4.2. Chairperson and Vice-chairperson of the General Assembly

26. The Chairperson and the Vice-chairperson are elected for two years and may be re-elected ~~not~~ but no more than once.
27. The Chairperson of the GA chairs the meetings of the General Assembly and represents the ALADIN Consortium with respect to third parties, during the period between two consecutive meetings.
28. The Chairperson of the GA signs collaboration agreements with third parties or commits the ALADIN Consortium, on behalf and by delegation of the GA.
29. The Chairperson of the GA may consult GA members in between meetings to seek agreement on critical issues that require quick decisions, in particular with respect to third parties.
30. In case of absence, the Vice-chairperson replaces the Chairperson.
31. The Chairperson and Vice-chairperson of the GA are not liable towards the ALADIN Consortium and towards third parties for infringements to the laws applicable to the ALADIN Consortium as well as for faults in his/her management.
32. The responsibility of the Chairperson, Vice-chairperson of the GA is collectively supported by the ALADIN Consortium, except for infringements in direct relation with its national laws.

4.3. Policy Advisory Committee

33. The Policy Advisory Committee (PAC) advises the GA in consultation with and proposals from the PM on strategic and policy matters arising primarily from discussions of the ALADIN strategy.
34. The PAC is composed of six (6) persons (2 from Météo-France, 2 from RC-LACE and 2 from the

Fourth ALADIN MoU

other components of the Programme), each of them with a nominative deputy, plus a Chairperson and a Vice-chairperson, all designated by the GA. The PAC members represent the full Membership, through consultation mechanisms to be agreed by the GA, and bring together strategic expertise on science, applications, management and policy.

35. Unless otherwise agreed, the PAC Chairperson and Vice-chairperson are designated among GA members, in order to facilitate efficient liaison with the GA.
36. The PAC Chairperson and Vice-chairperson are appointed by the GA for a period of two years and may be reappointed not more than once.
37. ~~The PAC decides on consensus.~~ CAUTION : we propose to move this item to the ToR of PAC, therefore see ToR of PAC
38. The PAC invites *ès Quality* observers in order to have a fair representation of the ALADIN management, the governance and of the major cooperations. The Chairperson of the PAC, after consultation of the other PAC members, may invite other observers or experts ~~may attend to a the meetings of the PAC meeting on invitation by the Chairperson of the PAC and after consultation of the other PAC members.~~
39. The Terms of Reference for the PAC are specified in Annex IV.

4.4. Bureau

40. The Bureau supports the PM and the Chairperson of the GA for preparing the necessary steps prior to the GA meetings: draft agenda, choice of relevant contributors and speakers. The Bureau is composed of the GA Chairperson, the PAC Chairperson, the PM and the CSSI Chairperson. Additional members are chosen by the GA, after iteration with PAC, in order that all three components of the consortium (Météo-France, RC-LACE and others) are represented. The additional members are renewed implicitly every year. The list of additional members shall be reviewed by the GA, after iteration with PAC, in the case where an additional member withdraws, or when a change in the members *ès Quality* occurs.

ARTICLE 5

Management

41. The activities and plans approved by the GA are implemented under the responsibility of a full time Programme Manager (PM).
42. The Programme Manager, as the main executive officer of the ALADIN Consortium, reports to the GA, and is responsible for:
 - i. Making sure that the ALADIN System is maintained, with appropriate coordinated actions with its parent system (called IFS/ARPEGE), and made available to the Members and acceding Members, for implementation at their site;
 - ii. Elaboration of the Strategic Plan and of the work plans implementing this plan, under the supervision and guidance of PAC;

Fourth ALADIN MoU

- iii. Execution of agreed work plans within the resources allocated by the GA, and reporting to the GA;
 - iv. Implementation of other decisions or actions placed on him/her by the GA;
 - v. Management and monitoring of the contributions of Members and acceding Members (manpower and financial statutory contributions to the ALADIN Annual Budget) dedicated to the implementation of this MoU, within the authority delegated by the GA, and maintaining relevant records;
 - vi. Elaboration of strategic inputs and proposals, for consideration by PAC and the GA;
 - vii. Preparation and negotiation, with the support of PAC and other designated experts, of any draft co-operation agreement, taking into account guidelines from the GA;
 - viii. Organisation and coordination, with support from the CSSI and the ALADIN Local Team Managers and following the guidelines of the General Assembly or its Chairperson, of:
 - The ALADIN Project Team;
 - General Assembly meetings;
 - ALADIN Workshops (joint with the HIRLAM Consortium All Staff Meetings) and other meetings;
 - Scientific participation of the ALADIN Consortium at International Numerical Weather Prediction meetings, and actions committed to by the Consortium in the frame of International Collaboration in Numerical Weather Prediction.
43. The Programme Manager is supported by :
- i. The ALADIN Local Team Managers (the LTMs): Local Team Managers (LTMs) are designated by each Member or acceding Member as being the focal points of the N(H)MS regarding the ALADIN Programme, under the responsibility of their N(H)MS respective Director. The scope of their action, in terms of rights and duties with respect to the Programme, primarily is a national one. LTMs should receive from their N(H)MS the sufficient support to be able to fulfil the tasks listed in the Terms of Reference defined in Annex V;
 - ii. The ALADIN Project Team involving all manpower committed by Members and acceding Members : The Project Team encompasses all the dedicated working force for the execution of the Work Plans, the participation to the ALADIN bodies and meetings;
 - iii. A Committee for Scientific and System/maintenance Issues (the CSSI): The members of CSSI are proposed by the Programme Manager or the PAC Chairperson (after consultation of PAC members), based on of their acknowledged scientific and/or technical expertise and recognition within the project. The composition of CSSI and the individual nominations are approved by the General Assembly. The CSSI members support the action of the Programme Manager in order to ensure that the whole spectrum of planned activities can be matched. The scope of their action is collegial with respect to the major scientific topics and transversal to local applications. The Terms of Reference of the members of CSSI are described in Annex VI;
 - iv. A Support Team for administrative, information and secretarial support.
44. The Programme Manager may also be assisted on a temporary basis by one or several Task Forces to address ~~specific~~ well identified, specific topics. The Terms of Reference of the Task Force are described in Annex VII.

Fourth ALADIN MoU

45. The Programme Manager proposes the detailed organisation of the Project Team, including specific delegation of responsibilities and assignments. The Programme Manager reports about this organisation to the GA for approval as part of the work plans (see also Article 4, Paragraph 19, items xii and xiii).
46. System and scientific coordination within the Project Team is ensured as necessary under the authority of the Programme Manager through Thematic Working Groups led by CSSI members, e.g. in the fields of dynamics and coupling, physics, data assimilation, surface processes, predictability, verification and post-processing, code maintenance and system coordination.
47. The Programme Manager supervises the coordinated maintenance effort, with support of designated CSSI and Project Team Members.
48. The Programme Manager organises, with the support of the ALADIN/HIRLAM management staff, the joint annual ALADIN Workshop and HIRLAM All Staff Meeting where the scientific and technical priorities, the objectives and the activities that form the proposed Work Plan for the next year are defined and agreed, taking into account inputs from the Project Team and resources available from Members and acceding Members.
49. The Programme Manager establishes appropriate consultation and interaction mechanisms involving the LTMs and CSSI members, as necessary to enable a smooth coordination and the implementation of all activities under the agreed plans. This includes definition of priorities against available resources, anticipation or resolution of day-to-day difficulties, and reporting to PAC remaining strategic or transversal issues.
50. The Programme Manager brings to the attention of the Chairperson of the GA and to the Chairperson of the PAC any issue that endangers or may endanger the execution of the agreed plans and cannot be resolved at his/her level, with the support of the LTMs and CSSI members.
51. The Programme Manager is responsible, with support of the CSSI and the LTMs, for the coordination of the joint activities agreed by the HIRLAM and ALADIN Consortia, under terms and conditions defined in Annex III.
52. The Programme Manager shall supervise the definition and the evolution of the ALADIN System, with respect to the agreed plans and the collaboration activities (IFS/ARPEGE, HIRLAM, any further collaboration possibly undertaken by the Programme).

ARTICLE 6

Co-operations

53. The General Assembly may decide to establish co-operation with entities (Institutes, Universities, other Consortia, N(H)MSs) outside the ALADIN Consortium, under conditions to be determined.
54. A co-operation agreement shall specify, as a minimum, the objectives and areas of co-operation and the rights and obligations of the ALADIN Consortium and of the co-operating entity, in particular in terms of their compatibility with the provisions of Articles 8, 9 and 10.
55. Concerning the collaborations with ECMWF and HIRLAM :

Fourth ALADIN MoU

- i. because there exists, at the time of signing this MoU, an agreement between Météo-France and ECMWF concerning the use of the IFS code in the ALADIN System, the implications of this agreement are addressed in Annex II, and
 - ii. because at the time of the signing of this MoU, a collaboration agreement exists between the ALADIN consortium and the HIRLAM consortium, the collaboration with the HIRLAM consortium is addressed in Annex III.
 - iii. The work plans shall be established as much as possible in common with HIRLAM.
56. A representative of a collaborating entity might be invited as an observer at the GA meetings.
57. The work plans of the ALADIN Programme might contain participation to activities promoted by EUMETNET. This participation would then be understood in the name of the ALADIN Consortium, and should be discussed within the arrangements of Articles 4 and 5.

ARTICLE 7

Resources

58. The resources available for the implementation of this MoU are:
- i. The manpower committed on an annual basis by the Members and the acceding Members for their contributions to the agreed plans covering all activities referred to in Article 1, Paragraph 3 above;
 - ii. The ALADIN Annual Budget made available by the Members and acceding Members, defined as the envelope of resources required to support consortium-level overhead activities that cannot be covered by the manpower contributions of the Members and acceding Members.
59. The purpose of the ALADIN Annual Budget is to facilitate and enhance collaboration and interactions between the Members and acceding Members, with a view to increasing the collective value of their individual manpower contributions to the Collaboration, and the overall efficiency and usability of the ALADIN System.
60. The ALADIN Annual Budget should mainly cover some expenditure related to administrative or collaboration overheads and mobility that are necessary at Consortium level for efficient scientific and technical coordination and code maintenance.
61. The ALADIN Annual Budget comprises three parts:
- i. a minimum flat rate financial contribution applicable to all Members, unless otherwise unanimously agreed by the GA in exceptional circumstances, aimed at covering the absolute minimum necessary volume of the tasks listed in Paragraph 59 above;
 - ii. additional voluntary financial contributions of Members or grouping of Members (e.g. RC-LACE);
 - iii. 'in-kind' contributions corresponding in general to consortium-level tasks other than those listed in Paragraph 59 above.
62. The minimum flat rate financial contribution applicable to all Members shall not exceed the ceiling.

Fourth ALADIN MoU

The value of the ceiling is 8200 Euro in the first year of this MoU and will be automatically adjusted every year to take into account inflation in the Euro zone. In special circumstances, the GA might vote unanimously to override the value of the ceiling. No formal modification and new signature of this MoU is needed in this case.

63. The financial part of the ALADIN Annual Budget is also fed by the entry fees of new Members.
64. The way of collecting and administrating the relevant financial contributions shall be agreed by the General Assembly, taking into account practical capacity of the Members being then in charge of the implied redistribution steps.
65. The financial contributions of Members that are also members of the RC-LACE, including their individual minimum flat rate contributions, may be contributed and administrated through RC-LACE, provided these contributions are dedicated to the execution of ALADIN purposes, outlined in Paragraphs 59 and 60. The contributions will be managed by the ALADIN PM, with the support of RC-LACE programme manager, in accordance with the provisions of Article 5, Paragraph 43, Item iv.
66. After approval, the ALADIN Annual Budget is executed under the authority and control of the PM with designated ALADIN administrative support, and, when practical, with direct administrative support from Members.
67. Resource requirements, manpower and flat rate contributions, are reviewed on an annual basis by the GA, based on proposals and reports by the PM and the LTMs. Commitments and allocation of resources are approved and recorded by the GA. Those members who wish to additionally report on voluntary and/or in-kind contributions are able to do so to the Programme Manager, who will then report to the GA.
68. The realisation of the manpower is monitored by and reported to the GA. The record of cumulative manpower contributions of Members and acceding Members is maintained by the PM and made available to Members and acceding Members. The record at the time of signature of this MoU is attached as Annex I.

ARTICLE 8

Information exchange within the Members, acceding Members and towards users

69. An ALADIN Newsletter is published regularly.
70. An ALADIN official web-site is maintained, where all the relevant information about the project is published. A password-protected part of the web-site is available to the Members and acceding Members for confidential information exchange purposes. At the time of signing, the website address is <http://www.cnrn.meteo.fr/aladin/>.
71. The ALADIN Consortium makes its best efforts to present the ALADIN achievements at major scientific events (including its own Workshops) and publish the findings in suitable peer-reviewed journals.

ARTICLE 9

Ownership and property rights

72. The ALADIN Common Codes, along with all related intellectual property rights, shall be owned by the Members and acceding Members in proportion to their respective cumulative manpower contributions, as recorded by the GA, without prejudice to the intellectual property rights for those parts for which a single originator can be identified.
73. The related rights -as explained in Paragraph 72 above- will be protected by the Members under the guidance of the GA with the understanding that executive functions can be delegated as agreed to the Programme Manager.
74. Lists of ALADIN Co-owned Codes shall be included in relevant agreements with their co-owners, along with the definition of the respective rights and obligations of the co-owners.
75. Any Member contributing code or software to the ALADIN System, without being the formal owner or right-owner of that code or software shall guarantee that the rights to use such code and software for the implementation of this MoU are granted to the Members, and inform the GA in advance of any restriction affecting the possible use of that code or software by the Members.
76. The ALADIN System, or any parts thereof, cannot be sold to any third party.
77. In order to increase the scope and value of the ALADIN System, the Members may decide to share with partners or other consortia, based on reciprocal and balanced agreements:
 - i. Ownership or rights attached to ALADIN Common Codes;
 - ii. Ownership or rights attached to ALADIN Co-owned Codes, subject to prior agreement with the co-owners of such codes;
 - iii. Rights for use of ALADIN Third-party Codes, subject to prior agreement with the owners of such codes.

ARTICLE 10

Conditions for access to and implementation of the ALADIN System

78. Each Member and acceding Member shall have:
 - i. full access rights to the ALADIN System source code, including rights to modify codes for the implementation of its own Configuration;
 - ii. full responsibility for and control of the Configuration(s) of the ALADIN System implemented for its research and/or operational requirements and any use authorised by this MoU, provided that such implementation is compliant with agreements signed by the Members or one of them for the execution of this MoU. In particular, compliance is required to the terms and conditions of the ECMWF/Météo-France agreement for ARPEGE/IFS software protection agreement (see Annex II).
79. For research purposes, a Member may grant access to the ALADIN System, or elements thereof, to

Fourth ALADIN MoU

another organisation in its country, or to the N(H)MS of a Member or Cooperating State of ECMWF which is not a Member, after prior information of the Members. Access shall then be granted under a standard R&D licence approved by the General Assembly. This licence shall, as a minimum:

- i. Restrict the possible use of the ALADIN System to research;
 - ii. Make applicable to the licensee relevant terms and conditions of agreements signed by the Members or one of them for the implementation of this MoU;
 - iii. Establish the irrevocable rights of the Members to access and use the results of the research in the context of the implementation of this MoU.
80. For the specific case of benchmarking or optimisation of local Configurations in collaboration with vendors, the concerned ALADIN member shall establish an agreement compliant with standard benchmark licensing, including the non-disclosure of the ALADIN System to any third Party. Benchmarking activity is considered neither as Research nor as local implementation or proof of the latter.
81. In all cases other than those addressed under Paragraphs 78, 79 and 80 above, access to the ALADIN System or elements thereof shall be subject to a specific license or collaboration agreement and decided by consensus by the GA, on a case-by-case basis.

ARTICLE 11

Ownership, availability and commercialisation of ALADIN Products

82. Every Member and acceding Member shall have full ownership of the ALADIN Products it generates using the Configuration of the ALADIN System implemented for its operational requirements, and full responsibility for their authorised use and delivery.
83. ALADIN Products shall be declared as “additional data” or considered as “other data” in the sense of Resolution 40, with the understanding, however, that the GA may agree by consensus that some ALADIN products can be declared as “essential data”.
84. Every ALADIN Member and acceding Member will provide free and unrestricted access to ALADIN Products for educational and research purposes, within available resources and under conditions to be defined in a standard research license to be agreed by consensus by the General Assembly.
85. Rights of acceding Members to commercialise ALADIN Products shall be restricted to National Use.
86. Members being also members of ECOMET and using ALADIN Products for commercial purposes shall:
- i. Follow applicable ECOMET rules;
 - ii. Apply Resolution 40 for commercialisation of ALADIN Products outside the European Economic Area and international waters.

Fourth ALADIN MoU

87. Other Members using ALADIN Products for commercial purposes shall:
- i. Follow ECOMET guidelines and models on tariffs, price composition and cost recovery, licenses and sub-licenses etc. for the commercialisation of ALADIN Products within the European Economic Area and international waters and the National Territories of Members and acceding Members;
 - ii. Apply Resolution 40 for commercialisation of ALADIN Products outside their National Territories.
88. A Member selling ALADIN Products for use outside its National Territory shall:
- i. Declare its annual sales to the GA, prior to its ordinary meeting;
 - ii. Pay a royalty fee to be shared by the other Members in proportion of their respective cumulated manpower contribution to ALADIN. The royalty fee shall be forty (40) percent of the information price for the duration of this MoU.
89. WMO Resolution 40 (Cg XII) shall apply to commercialisation of ALADIN Products outside the European Economic Area and the National Territories of Members and acceding Members.
90. Charging of ALADIN Products may be suspended for a limited period of time to a given customer, for humanitarian considerations, i.e. in case of emergency situations (e.g. natural and civil disasters).

ARTICLE 12

Common Assets

91. At the time of signature of this MoU the common assets of the ALADIN Consortium are the ALADIN Common Codes and Co-Owned Codes developed under previous ALADIN MoUs.

ARTICLE 13

Liability

92. Each ALADIN Consortium Member or acceding Member is not liable to the other Members and acceding Members for damage or injury attributable to the execution of its responsibilities under this MoU.
93. Each Member or acceding Member will bear the cost of compensation for damage or injury of any kind suffered by its personnel or property within the framework of the execution of this Memorandum except in case of gross negligence or wilful act.
94. The Members and acceding Members accept no individual or collective responsibility for damage, financially or otherwise, caused the use of the ALADIN System or any part thereof, other than those imposed by their respective national laws.

ARTICLE 14

Entry into force, Duration and Amendments

95. This Memorandum of Understanding will enter into force upon signature.
96. This Memorandum of Understanding will remain in force for a period of at least 5 years after its first signature under the present shape, on 15/12/2010 in Prague.
97. The GA may amend this MoU and expand its duration beyond 5 years, in accordance with the provisions of Article 4, Paragraph 20 above.
98. Amendments will take effect following decisions by the GA.

ARTICLE 15

Final clause

99. This MoU is the ALADIN Consortium highest document. It contains a core of 15 Articles made of 100 Paragraphs at the time of the signature, and a set of 7 Annexes.
100. This MoU cannot be opposed to or supersede any national law and/or regulation to be respected by the Members¹.

¹ *With reference to the Paragraph 4 items vii and viii of the present Memorandum of Understanding (MoU), Turkey states that its position concerning United Nations Convention on the Law of the Sea (UNCLOS) remains unchanged.*

SIGNED IN PRAGUE BY

Representatives of the National (Hydro)Meteorological Services

On behalf of N(H)MS	Name	Position	Signature
Office National de la Météorologie (Algeria)			
Zentralanstalt für Meteorologie und Geodynamik (Austria)			
Institut Royal Météorologique de Belgique			
Bulgarian National Institute of Meteorology and Hydrology			
Croatian Meteorological and Hydrological Service			
Czech Hydrometeorological Institute			
Météo-France			
Hungarian Meteorological Service			
Direction de la Météorologie Nationale (Morocco)			
Meteorology and Water Management of Poland			
Portuguese Meteorological Institute			
National Meteorological Administration of Romania			
Slovak Hydrometeorological Institute			
Environmental Agency of the Republic of Slovenia, Meteorological Office			
Institut National de la Météorologie de Tunisie			
Turkish State Meteorological Service			

ANNEX I

Scale of manpower as of December 2010

(reflecting cumulated manpower contributions since 1 September 1991)

Country	Person x months on 30/6/10	Percentage
France		
Czech Republic		
Hungary		
Belgium		
Slovakia		
Romania		
Morocco		
Croatia		
Austria		
Slovenia		
Poland		
Portugal		
Bulgaria		
Tunisia		
Algeria		
Turkey		
Total		100

ANNEX II

Existence of a ‘software protection agreement’ between ECMWF and Météo-France and its implications for the ALADIN Consortium

Notice is taken that this Annex has been modified for one item with respect to the ECMWF/Météo-France agreement originally signed: Moldova has been removed from the list of ALADIN members cited in the agreement.

Since the signing of this agreement, Bulgaria and Slovakia have become Cooperating States of ECMWF.

AGREEMENT BETWEEN ECMWF & METEO-FRANCE FOR THE ACCESS AND USE OF THE JOINTLY DEVELOPED AND MAINTAINED NWP SOFTWARE IFS/ARPEGE

As amended in July 2006

Considering:

- ten years of successful joint project for the development of the IFS/ARPEGE NWP software,
- the seven years of history of the ALADIN project,
- the need to protect the software as developed by both projects against any unlicensed distribution and/or any unauthorized use and application,
- the interdependence of some ECMWF IFS applications and some ARPEGE developments,
- the advantage as IFS/ARPEGE partners to profit from the ALADIN community's contributions on outstanding NWP issues that may be beneficial both for synoptic- and meso-scales,
- the concurrence of ECMWF and Météo-France for the promotion of ECMWF medium- and long- range NWP products,
- the “Rules governing the distribution of results from the Centre's work” approved by ECMWF Council at its 12th session (November 1988),
- Annex 1 as list of those parts of the IFS/ARPEGE software that are recognized as developed mainly in Toulouse and judged strategically important by Météo-France,
- Annex 2 as list of those parts of the IFS/ARPEGE software that are recognized as developed mainly in Reading and judged strategically important by ECMWF,
- the participation to the decisions of the Council of ECMWF by several partners of the ALADIN project which are also Members of ECMWF and in particular their possibility of stating their position in respect of possible co-operation agreements between ECMWF and third parties outside Member- or Co-operating States,

ECMWF and Météo-France have agreed the following:

Article 1

Access to the IFS/ARPEGE Software

Any ECMWF Member State or Co-operating State is granted access to the IFS/ARPEGE software without restriction.

For the access of any non-Member State or non-Cooperating State of ECMWF to parts of the IFS/ARPEGE software listed in Annex 1, the agreement of Météo-France, which will not be unreasonably withheld, is required.

The access by ALADIN partner National Meteorological Services (*), that are not from Member States or Cooperating States of ECMWF, to those parts of the IFS/ARPEGE software necessary for a potential extension from global to LAM research and operational applications, and including those listed in Annex 2, is granted without restriction provided that such parts will not be used to run routinely a global model/data assimilation system. A corresponding exchange with ECMWF in terms of scientific results via Météo-France is implied.

Access to those parts of IFS/ARPEGE listed in Annex 2, not covered by other paragraphs of this article, will be

*Algeria, Bulgaria, Poland, Slovakia and Tunisia

Fourth ALADIN MoU

subject to the agreement of ECMWF.

Article 2

Use of the IFS/ARPEGE software

Any use by any third party of the IFS/ARPEGE software not including those parts listed in Annex 1 is only subject to the ECMWF Rules.

Any use by an ALADIN partner of the IFS/ARPEGE software not including those parts listed in Annex 2 is only subject to the Météo-France policy.

The use of the IFS/ARPEGE software by the National Meteorological Services of countries which have not yet adhered to the ALADIN project at the date of signing of this agreement are subject to the ECMWF permission, which will not be unreasonably withheld and that may depend on a decision by the ECMWF Council. A corresponding exchange with ECMWF in terms of scientific results via Météo France is implied.

Article 3

Intellectual property rights

For the avoidance of doubt it is hereby expressly declared that nothing in this agreement can be interpreted to imply the transfer of any intellectual property rights.

Article 4

Annexes

Annex 1 and Annex 2 to this agreement may be modified by mutual consent of ECMWF and Météo France from time to time as deemed necessary.

Article 5

Termination

This agreement can be terminated at any time by written agreement of both parties and shall be automatically cancelled if the ALADIN project is terminated.

Article 6

Arbitration

In the event of a dispute arising in connection with this Agreement, the Parties should attempt to settle their differences in an amicable manner. In the event that any dispute cannot be settled, it shall be finally settled under the rules of conciliation and arbitration of the International Chamber of Commerce by three Arbitrators appointed in accordance with the said rules.

For and on behalf of **ECMWF**

For and on behalf of **Météo-France**

AGREEMENT BETWEEN ECMWF & METEO-FRANCE : ANNEX 1

ANCILLARY PARTS RELATED TO STRETCHING

- (1) Configuration 923 (generation of so-called "climatological data")
- (2) Configuration 926 (old way to change geometry from one ARPEGE configuration to another one)
- (3) Parts of Full-POS that are necessary for a change of geometry from one ARPEGE configuration to another one
- (4) Configurations for creating the matrices necessary for TRAGEO (MATDILA, MATROT, MATCONT)
- (5) TRAGEO routines (for going to and from tilted/stretched geometry)

Fourth ALADIN MoU

(6) Specific part of the horizontal diffusion corresponding to stretched geometries (on top of the common part for classical calculations)

(7) Semi-implicit scheme option LSIDG=.T.

ALADIN RELATED PARTS

(8) Non hydrostatic code (for its part common to ARPEGE and ALADIN)

(9) Radiative Upper Boundary Condition code (for its part common to ARPEGE and ALADIN)

(10) EGGS package (geometry routines for sub-domain calculations)

DATA ASSIMILATION PARTS

(11) DFI (Digital Filter Initialisation)

(12) CANARI (Optimum Interpolation analysis)

GENERAL MODEL PARTS

(13) ARPEGE/ALADIN Physics Package ("Full" and "Regularised" versions)

AGREEMENT BETWEEN ECMWF & METEO-FRANCE : ANNEX 2

VARIATIONAL DATA ASSIMILATION

Definition, computation and minimization of the cost-function for 3D-Var and 4D-Var (excluding the parts needed by Canari): all specific subroutines under cval, sim4d and taskob. Background term and preconditioner, all subroutines under sujbcov, cvar2in and their adjoints.

TANGENT-LINEAR AND ADJOINT CODES

The adjoint and tangent-linear versions of the observation operators and of the forecast model, regardless of the application (variational data assimilation, sensitivity studies, singular: vector computation, etc.): cnt3ad/tl, hopad/tl. The parts needed for the direct version of the codes, and the subroutines originally written by MF are excluded.

SCREENING OF OBSERVATIONS

Screening of observations developed at ECMWF, excluding the parts originally needed by Canari: all subroutines under screen.

SATELLITE OBSERVATION OPERATORS

Radiative transfer observation operators and related setup codes, i.e. hretr and below. Additional code for assimilation of rain-affected radiances The code necessary for the use of SATEM retrievals and SATOB winds is excluded, as well as software developed subject to a specific third-party agreement such as with a EUMETSAT SAF.

ENSEMBLE PREDICTION SYSTEM

The singular vector computations, i.e. cun1 and below. The forecast model parts not specific to ECMWF are excluded.

ECMWF PHYSICS PACKAGE

Everything under directory phys_ec, under subroutine suphec, and modules with name starting by yoe.

OBSERVATION HANDLING

The whole of the ODB software package

ANNEX III

Collaboration Agreement with the HIRLAM Consortium

AGREEMENT

Preamble

This Agreement specifies the conditions for the collaboration between the ALADIN consortium and the HIRLAM consortium as mentioned in the Article 5 and Article 3 of their respective Memorandums of Understanding. This undersigned Agreement is an attachment to each Memorandum of Understanding.

1. Parties

1.1 On the one hand the ALADIN Consortium, represented by the Chairperson of its General Assembly, and on the other hand the HIRLAM Consortium, represented by the Chairperson of its Council, as the consortia are put together from time to time.

2. Prime objective

2.1 The prime long-term objective is to provide the ALADIN and the HIRLAM Members with a state-of-the-art NWP-model for Short and Very Short Range Forecasting including Nowcasting, for both Research and Development activities and Operational usage.

3. Scope of the collaboration

3.1 The Parties have agreed to co-operate in fields related to Mesoscale modelling including the full NWP suite of observation processing, assimilation, forecasting, post-processing and verification and probabilistic forecasting.

3.2 The co-operation shall be based on an agreed strategic framework, covering a five to ten-year period, open to innovations for the longer term future.

3.3 The collaboration aims at enabling each consortium and any of its Members or acceding Member to carry out research and development activities using a shared ALADIN - HIRLAM System, as defined in paragraph 5.1, which is developed, made available and maintained to facilitate the transition to a fully common ALADIN - HIRLAM code.

3.4 The collaboration focuses on the development of ALADIN - HIRLAM Common Codes, centrally maintained in compliance with IFS rules and standards, suitable for operational use. However, the decisions regarding the operational code implementation remain within each consortium.

4. Duration

4.1 This Agreement shall enter into force when signed by the Parties and shall be valid for a period of 5 years. Unless cancelled by either party giving two years notice the agreement shall each time be prolonged with an additional period of two years.

5. Definitions

5.1 For the duration of this Agreement the definitions shall be the following:

The shared ALADIN-HIRLAM System shall mean the complete code that is necessary for executing all configurations that are part of the agreed collaboration according to this Agreement. The ALADIN-HIRLAM System is composed of shared codes of four different types:

the ALADIN Common Codes, defined as the codes jointly developed, maintained and owned by the ALADIN Consortium;

the HIRLAM Common Codes, defined as the codes jointly developed, maintained and owned by the HIRLAM Consortium;

the ALADIN-HIRLAM Common Codes defined as the codes jointly developed and maintained by both consortia;

Other ALADIN-HIRLAM codes that are either co-owned or owned by third parties and shared under relevant

Fourth ALADIN MoU

provisions of agreements concluded by either consortium or by Member(s) thereof with such third parties extending rights to both consortia.

The Co-ordination Group shall mean the Programme Managers from ALADIN and HIRLAM, forming a common working group for the overall co-ordination of activities stipulated in accordance with this Agreement. The Co-ordination Group may appoint experts for support when ever they find it necessary.

Participant shall mean any national N(H)MS who is a party to either of the HIRLAM or ALADIN MoU:s, or an ALADIN acceding Member.

6. Commitments of the Parties

- 6.1 The Parties shall contribute in research and development in accordance with annual agreements (common research/work plan), according to paragraph 7.2.
- 6.2 The Parties shall also contribute to Code coordination and phasing at agreed intervals.
- 6.3 All joint code developments that are validated and introduced in any national release or operational implementation should be made available as part of the ALADIN-HIRLAM Common Codes.

7. Collaboration

- 7.1 ALADIN and HIRLAM will co-operate in a number of areas. The co-operation will in the beginning be organised around the shared ALADIN - HIRLAM System defined above and evolve towards a full ALADIN - HIRLAM Common System based on common codes. At a precise stage during the term of this Agreement and after successful collaboration, all of the respective ALADIN and HIRLAM Common Codes will be regarded as ALADIN - HIRLAM Common Codes upon a joint decision by the ALADIN Assembly and HIRLAM Council, including appropriate arrangements for co-ownership. Both Consortia will seek arrangements with third parties to convert other shared codes into ALADIN - HIRLAM Common Codes. The commitments and rights are regulated in paragraph 9.
- 7.2 The details of the work will be specified in a common research/work plan, including identified deliverables and milestones, and its realisation jointly evaluated at least once a year. The plan shall be renewed every year.
- 7.3 The Co-ordination Group shall prepare the common research/work plan in very definite terms and establish a close co-operation, including periodic discussions and meetings between the Parties. Other practical actions may also be delegated to the Co-ordination Group
- 7.4 The ALADIN Assembly and the HIRLAM Council shall annually decide upon the common research/work plan to be carried out.
- 7.5 A number of activities will be carried out within the collaboration stipulated in this Agreement. Each activity will have specific objectives and targets formulated, following the Strategic plan.

8. Quality assurance

- 8.1 A periodic review of the common work and results should be carried out as part of each consortium review process, in a coordinated manner as much as possible and at least every third year. Any evaluation report is communicated between the Parties.

9. Intellectual Property Rights

- 9.1 ALADIN - HIRLAM Common Codes shall be jointly owned by the Parties to this Agreement. This joint ownership shall be protected by the Members of both Consortia.
- 9.2 The parts of the shared ALADIN - HIRLAM System which are not ALADIN - HIRLAM Common Codes shall be duly authorised by the owning Consortium and/or third party owners for use by both consortia. The other Party shall have an irrevocable licence for use from the owner, as a minimum for official duty use and research. The licence agreement shall also stipulate the conditions for commercialization of products generated using the ALADIN - HIRLAM System.
- 9.3 Any Party introducing code or software to the collaboration stipulated by this Agreement without being the formal owner or right-holder to that code or software shall guarantee that it has secured the right to use such code or software within the scope of this agreement.
- 9.4 For the collaboration under this Agreement a list of all shared codes shall be drawn up and maintained by the Co-ordination Group, identifying (i) the ALADIN - HIRLAM Common Codes, (ii) the

Fourth ALADIN MoU

HIRLAM Common Codes (iii) the ALADIN Common Codes, and (iv) other shared Codes with appropriate reference to the owners and the rights granted by the owner to the Parties.

9.5 Any Participant to the collaboration stipulated in this Agreement shall have the right to grant licence for non-commercial research purposes (i) the ALADIN - HIRLAM Common Codes, (ii) the ALADIN Common Codes (iii) the HIRLAM Common Codes, and (iv) other shared codes subject to appropriate agreement of the owner. This right is limited to licensing its country or group of countries forming a single economic area, as stated in WMO Resolution 40 (Cg-XII) Adopts (2) or to the N(H)MS of a Member or Cooperating State of ECMWF which is not a Member of either consortium. Any such grant shall be reported without undue delay to the Co-ordination Group. A written contract shall be drawn up securing that the use of the licensed code by the Licensee is according to Appendix 2 of this Agreement as well as developments made by the Licensee may be used by the Parties within the scope of this Agreement.

Licensing for non commercial purposes to other users is subject to prior agreement of the ALADIN General Assembly and the HIRLAM Council.

9.6 Licensing of ALADIN - HIRLAM Common Codes or shared codes owned by either consortium to third parties for any operational use shall be prohibited unless otherwise jointly decided by the ALADIN Assembly and the HIRLAM Council.

9.7 Commercialisation of products shall be in accordance with Appendix 1. The application of its item 5 "Charging principles", and in particular the element "development costs", may give rise to royalties. The definition, applicability, and apportionment of which between the Members of both consortia shall be approved by the ALADIN General Assembly and the HIRLAM Council.

10. Disputes

10.1 Any dispute concerning this Agreement, its validity, its interpretation or any circumstances in connection therewith shall be solved amicably. An arbitration panel consisting of one member from each of the Parties shall be formed which shall propose a settlement of the dispute agreeable to both Parties. Should either of the Parties not accept the settlement proposal this shall lead to cancellation of this Agreement.

11. Amendments

11.1 Any amendment to this Agreement shall be in writing and signed by both Parties to be valid.

12. Language

12.1 This agreement and any circumstances in connection therewith shall be subject to the English language. Should this agreement be translated into any other language and the translation holds contradictions relative to the English version, the wording of the English version shall prevail.

SIGNED on December 6XXXX, 2010

Dr. Klemen Bergant
Chairperson and representative
for the ALADIN Consortium and
its members

Dr. Frits Brouwer
Chairperson and representative
for the HIRLAM Consortium and
its members

Fourth ALADIN MoU

ALADIN – HIRLAM Agreement : Appendix 1

Conditions for the Commercialisation of Products generated using the ALADIN-HIRLAM System.

1. Introduction

The purposes of the ALADIN-HIRLAM System shared by the ALADIN and HIRLAM consortium is to enable the N(H)MSs to carry out their official duty functions. However, the ALADIN-HIRLAM System can be used to generate products which may be exploited for commercial use.

Any commercialisation of products generated using the ALADIN-HIRLAM System will be based on international and national legislation. For commercialisation within the EEA by ECOMET members, the rules of ECOMET shall apply. For other cases, WMO Resolution 40 (Cg XII) applies.

2. Definitions

In the context of this appendix, Products are defined as outputs of the model configuration run by any Member of either the ALADIN or HIRLAM consortium, using the shared ALADIN-HIRLAM System, ALADIN-HIRLAM Common Codes or other codes made available by the other consortium. Products are Type A products in the ECOMET sense, i.e. "meteorological information that results from the transformation or processing of data sets in the form of pictures, charts, text or data files, is considered to require meteorological know-how to be interpreted, and has been prepared specifically to meet the operational requirements of an N(H)MS".

Products generated by a Member of the ALADIN Consortium are considered as ALADIN Products.

Products generated by a Member of the HIRLAM Consortium are considered as HIRLAM Products.

Educational Use: Any use of Products by a school, university, scientific institute or similar (private or institutional), solely for educational purposes, without transmission or redistribution of these products to any further third party, or use of them to generate a value added service.

3. Ownership of Products

ALADIN or HIRLAM Products and value-added services derived by an N(H)MS being a Member of either the ALADIN or HIRLAM consortium, are considered to be owned by the N(H)MS producing them.

4. Availability

The ALADIN Assembly and the HIRLAM Council aims at enhancing the use of ALADIN or HIRLAM Products for the benefit of society, while ensuring a reasonable return to the infrastructure costs of the participating N(H)MS. It is the understanding that:

- (a) ALADIN or HIRLAM Products shall be either declared as "additional" or considered as "other" data in the sense of Resolution 40
- (b) ALADIN or HIRLAM Products shall be supplied only at delivery charge for non-commercial research and Educational Use, under specific licenses.
- (c) The N(H)MS Members of either Consortium which are members of ECOMET will:
 - facilitate access and conditions for the use of Products for commercial purposes within the ECOMET Territory which consists of the European Economic Area and the national territory of ECOMET Members outside EEA;
 - make sure that their commercial arms are treated in the same manner as the private sector concerning conditions and prices for commercial use of ALADIN or HIRLAM Products.
- (d) WMO Resolution 40 (Cg XII) shall apply to commercialisation of ALADIN or HIRLAM Products outside the ECOMET Territory and the National Territories of Members of either consortium and acceding ALADIN Members.

5. Charging principles

The charging principles defined hereafter shall apply to all Members of either consortium commercialising products, irrespective of their status with respect to ECOMET.

The tariffs will normally reflect the target set for each N(H)MS for recovery of infrastructure costs in accordance

Fourth ALADIN MoU

with national requirements.

The following expenses should be taken into account when establishing the tariff for ALADIN or HIRLAM Products:

- (a) development costs,
- (b) the cost of the individual N(H)MS to run their own system,
- (c) a mark-up for meteorological infrastructure

ALADIN – HIRLAM Agreement : Appendix 2

Conditions for use of the ALADIN HIRLAM System, or parts thereof, for scientific or technical non-commercial research purposes by users outside the ALADIN and HIRLAM Members

- (1) The list of codes of the ALADIN-HIRLAM System to which the user is granted access shall be notified to the user as part of the licence, and communicated to the ALADIN General Assembly and the HIRLAM Council. That list shall not include codes of the ALADIN-HIRLAM System that are not fully owned by either consortium, unless the owner of such codes has transferred appropriate rights to license the code.
 - (2) The user shall not have access to the original version of the full ALADIN HIRLAM System available at ECMWF or other installations, or elements thereof. He/she shall make use of separate authorised copies of appropriate parts of the system kept under his or her own responsibility.
 - (3) Under no circumstances shall the user pass on or sell the ALADIN-HIRLAM System or parts thereof which he/she has access to, to any third party without the written consent of the ALADIN Assembly and the HIRLAM Council. This restriction also applies to distribution over electronic networks such as the Internet.
 - (4) Under no circumstances shall the user pass on or sell meteorological or climatological products based on the ALADIN HIRLAM System or parts thereof to any third party.
 - (5) All results of research carried out with the licensed software shall be made available to the ALADIN and HIRLAM Consortium Members with appropriate rights to use such results.
 - (6) In the publication resulting from the research carried out, the origin of the system shall be acknowledged by the following text: "The ALADIN HIRLAM System was made available by the ALADIN and HIRLAM Consortia involving the national meteorological services of <list of Members>".
 - (7) Access to the ALADIN - HIRLAM System or elements thereof shall be for a period of three years from the date of signing the license agreement. The Licensee shall provide annually a full report of research carried out in relation to the license agreement.
 - (8) The license is for the user while at specified affiliation. The license is rescinded if the user leaves that affiliation and all installed elements of the ALADIN - HIRLAM System he/she was granted access to have to be removed. Instead a new application may be made.
 - (9) A copy of the source code of all software developed directly as a result of the research involving the ALADIN HIRLAM System shall be made available to the Members of the ALADIN and HIRLAM consortia with full, irrevocable rights to use any such software for any purpose.
 - (10) The Members of the ALADIN and HIRLAM consortia do not guarantee the correctness of the licensed codes in any sense, nor do they accept any responsibility for their maintenance or updating.
- The Members of the ALADIN and HIRLAM consortia accept no responsibility for damage, financially or otherwise, caused by the use of any part of the licensed codes.

ANNEX IV

PAC's Terms of Reference

The PAC reviews and updates the ALADIN strategic objectives, taking into account user requirements and the application priorities of the Members and acceding Members.

The PAC prepares strategic plans relating the agreed strategic objectives to a scientific and development strategy.

The PAC advises with the assistance of the PM on any cooperation or other strategic issue, including new proposed activities or perspectives.

The PAC supports the PM in the negotiation of strategic collaboration agreements, based on negotiation mandates defined by the GA.

The PAC reviews the Annual ALADIN report about the work plan and the realisation of the manpower commitments of Members and acceding Members, as presented by the PM.

The PAC submits recommendations to the GA. These recommendations shall be decided by consensus of all PAC members.

The PAC reports to the GA and meets at least once a year.

ANNEX V

Local Team Managers' Terms of Reference

In general, LTMs coordinate the ALADIN activities of their respective national ALADIN project teams.

Specifically:

- LTMs participate to the elaboration of Work Plans as coordinated with them and on request by the PM and CSSI. They act whenever necessary as the preferential link between the Programme and their Director on matters requiring political survey or decision-making.
- LTMs participate to the execution of the Work Plans by making proposals in terms of specific local work committed to the Programme, coordinating the latter once in the realisation phase, hosting visitors on behalf of the Programme's mobility actions and proposing local staff for remote and/or local actions. Within this task, LTMs may need to arbitrate between the Programme's and their N(H)MS-local priorities.
- LTMs are the contacts for some of the Programme's permanent activity, especially the common endeavour for code maintenance: LTMs propose local staff for participation to the maintenance activities and should ensure participation to these activities in a satisfactory manner (local training and competence building, participation to the phasing effort for the ALADIN system, other maintenance actions).
- LTMs remain the main contact for liaison as concerns the practical administration of the ALADIN so-called 'flat-rate budget' and, when appropriate, other budgetary issues.
- LTMs are in charge of the registration of the quarterly manpower participation of their N(H)MS to the Programme. They are therefore the first-level local persons able to report about the participation of their team and on the fulfilment of the statutory commitments, under the responsibility of their N(H)MS. More generally, LTMs keep their Directors informed about the required ALADIN work in order to get the necessary support for fulfilling the tasks concerning their N(H)MS.

LTMs make all necessary steps to try and ensure at their local level that a proper supervision of the work is done (not necessarily by themselves), together with a sound reporting of these activities. This implies solving all kinds of practical difficulties that may hamper the proper execution of the Work Plans. In case of strong difficulties, whatever their origin, LTMs should contact the PM for commonly finding the most appropriate ways of ironing them out.

LTMs should attend at least one of their annual meetings. They may be, on an exceptional basis, represented by a substitute, member of the same N(H)MS.

LTMs offer their full support for the organisation of the annual ALADIN Workshop. At minimum, they should monitor the match between the Workshop's programme and the choice of the attendees from their teams as well as the latter's proposed contributions.

LTMs encourage scientific and technical communications of the work performed at their N(H)MS, or by their staff remotely. Hence, LTMs should play a role of animation and encouragement towards the scientific and public recognition of the ALADIN Programme.

ANNEX VI

CSSI members' Terms of Reference

The Members of CSSI help the PM on the following issues :

- supervision of the coordinated maintenance effort;
- preparation of the ALADIN Work Plans, in the lines of the ALADIN Strategic Plan;
- preparation of progress reports;
- risk analysis: evaluation of R&D opportunities, analysis of technological changes and their implications for the ALADIN System (especially in the IFS/ARPEGE general context), anticipation of day-to-day difficulties and definition of priorities against available resources;
- coordination of the joint activities agreed by the HIRLAM and ALADIN Consortia, within their field of expertise;
- scientific and technical collaboration with external Parties;
- sharing with the PM the decision on manning the scientific and technical participation of the ALADIN Consortium at international Numerical Weather Prediction meetings;
- readiness, when needed, to report to the GA about important evolutions (including risks), results or expectations within their field of competency;
- expertise for the PM, when needed, inter alii for the preparation of PAC and Bureau Sessions.

ANNEX VII

Task Force's Terms of Reference; Task Force coordinator's Terms of Reference

1. ToR of the Task Force

The goal of a Task Force is to temporarily assist the PM with managerial, harmonisation or fostering tasks on a well identified topic.

The Task Force is an element of flexibility in the realisation of plans but neither a substitute nor a duplication for any other structure in the Programme.

The following principles apply:

- A given Task Force cannot exist for more than 12 months. There cannot be more than 3 ‘task forces’ in activity at any given moment.
- The choice of the topics needing to be treated by a Task Force procedure is recommended by PAC on joint proposals of the PM and CSSI after consideration of the impact on the work plan. The task does not oppose the work plan and will enter the work plan automatically.
- The Task Force shall address topics of common interest between ALADIN and HIRLAM.
- Once a Task Force activity is completed, its outcome is presented by PM to PAC.
- If the final outcome contains a work plan proposal for further concretization, then this proposal is treated within the usual procedures applying to Work Plans as described in the MoU.

2. ToR of the Task Force coordinator

The Task Force coordinator is the steering person of a Task Force: his/her work encompasses analysis, specification and coordination for tasks of either scientific or technical nature, any necessary networking coordination within the ALADIN and HIRLAM Programmes.

The following rules apply to the task force coordinator:

- The Task Force coordinator is from one ALADIN or HIRLAM country. He/she is proposed by the ALADIN PM (in agreement with the HIRLAM PM), after information to PAC.
- The choice of the Task Force coordinator is approved by General Assembly, after agreement of his/her N(H)MS.
- The signing of the present MoU implies that somebody having acceded to the responsibility of Task Force coordinator for a given period of time, shall necessarily be allowed by his/her N(H)MS to dedicate at least one third of a full-time-equivalent to the relevant duties, those being defined independently of his/her other statutory tasks of coordinator in the ALADIN or HIRLAM Programmes.
- For the duration of the Task Force, the corresponding coordinator is, de facto, member of CSSI.
- The coordinator decides, in agreement with the PM and the CSSI, on a case to case basis, the rules for the composition and the working practice of the Task Force he/she coordinates.

Contents

PREAMBLE.....	2
ARTICLE 1.....	3
Purpose and Objectives.....	3
ARTICLE 2.....	4
Definitions.....	4
ARTICLE 3.....	5
Membership.....	5
ARTICLE 4.....	6
Governance.....	6
4.1. General Assembly.....	6
4.2. Chairperson and Vice-chairperson of the General Assembly.....	8
4.3. Policy Advisory Committee.....	8
4.4. Bureau.....	9
ARTICLE 5.....	9
Management.....	9
ARTICLE 6.....	11
Co-operations.....	11
ARTICLE 7.....	12
Resources.....	12
ARTICLE 8.....	13
Information exchange within the Members, acceding Members and towards users.....	13
ARTICLE 9.....	14
Ownership and property rights.....	14
ARTICLE 10.....	14
Conditions for access to and implementation of the ALADIN System.....	14
ARTICLE 11.....	15
Ownership, availability and commercialisation of ALADIN Products.....	15
ARTICLE 12.....	16
Common Assets.....	16

Fourth ALADIN MoU

ARTICLE 13.....	16
Liability.....	16
ARTICLE 14.....	17
Entry into force, Duration and Amendments.....	17
ARTICLE 15.....	17
Final clause	17
SIGNED IN PRAGUE BY.....	18
Representatives of the National (Hydro)Meteorological Services.....	18
ANNEX I.....	19
Scale of manpower as of December 2010.....	19
ANNEX II.....	20
Existence of a ‘software protection agreement’ between ECMWF and Météo-France and its implications for the ALADIN Consortium.....	20
ANNEX III.....	23
Collaboration Agreement with the HIRLAM Consortium.....	23
ANNEX IV.....	28
PAC's Terms of Reference.....	28
ANNEX V.....	29
Local Team Managers' Terms of Reference.....	29
ANNEX VI.....	30
CSSI members' Terms of Reference.....	30
ANNEX VII.....	31
Task Force's Terms of Reference; Task Force coordinator's Terms of Reference.....	31