
JULES LICENCE RESEARCH (NON COMMERCIAL)

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING JULES.

This Licence is a legal agreement between

you ("the Licensee")

and

The Met Office FitzRoy Road, Exeter. EX1 3PB ("the Licensor")

for JULES software and sets out the terms for use of JULES software which will apply.

BY INSTALLING AND/OR USING THIS SOFTWARE THE LICENSEE AGREES TO THE TERMS OF THIS LICENCE WHICH WILL BIND IT, ITS PRINCIPAL(S), AND EMPLOYEES. THE LICENSEE ALSO REPRESENTS, BY INSTALLING AND/OR USING THIS SOFTWARE THAT IT HAS AUTHORITY TO ENTER INTO THIS AGREEMENT WITH THE LICENSOR. IF THE LICENSOR DOES NOT AGREE TO THE TERMS OF THIS LICENCE, THE LICENSOR IS UNWILLING TO LICENSE THE SOFTWARE AND INSTALLATION AND/OR USE OF THE SOFTWARE MUST CEASE. IN THIS CASE THE LICENSEE MUST RETURN THE MEDIUM ON WHICH THE SOFTWARE IS STORED AND ALL ACCOMPANYING DOCUMENTATION TO THE LICENSOR AND ERASE OR DESTROY ALL COPIES OF THE SOFTWARE AND/OR DOCUMENTATION UNDER ITS CONTROL AND STORED ON ANY MEDIUM.

20110503 JULES

Page 1 of 9

INTRODUCTION

- 1.1 JULES is a community land surface and dynamic vegetation model.
- 1.2 JULES is usually supplied by ftp.
- 1.3 The Intellectual Property Rights in V1.0 of the model is vested in the Met Office.
- 1.4 Subsequent versions of JULES have been developed by the JULES consortium which members either own or are duly licensed to sub-license JULES to third parties under these terms and conditions.
- 1.5 Information concerning the JULES consortium and its members can be found at <http://www.jchmr.org/jules/>

1. DEFINITIONS

Ancillary Data	means a small amount of static Data or model parameters provided within the Software;
Commercial Benefit	means the receipt of any revenue or credit by the Licensee, excluding the receipt by the Licensee of a research grant, arising from the use by the Licensee of the Software;
Conditions	means the terms and conditions of this Licence;
Confidential Information	any confidential or secret information in any form directly or indirectly belonging to the Licensor, or relating to its business or affairs, disclosed by the Licensor and received by the Licensee pursuant to or under this Licence;
Data	means meteorological, environmental, hydrological or oceanographic (whether historical or real-time) data in whatever format;
Intellectual Property Rights	Intellectual Property Rights of all kinds regardless of the form or medium stored, including all patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other rights in the nature of intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world together with all rights of action in relation to the infringement of any of the

20110503 JULES

Page 2 of 9

	above;
Licence	means this Licence agreement;
Modifications	means changes and improvements made by the Licensee to the Software;
Modify	means the Licensee changing or improving the Software in its completed and final format;
Non Commercial Research	<ul style="list-style-type: none"> <input type="checkbox"/> neither it nor its results have been commissioned exclusively by any person and/or organisation in the private sector; <input type="checkbox"/> the results, know-how and outputs arising from it will not be used, displayed, presented or made available in such a way as to directly or indirectly create, build, further or promote a commercial relationship between the licensee and a third party or in such a way that a third party could use all or part of the results, know-how or outputs to further his/her/its commercial interests; <input type="checkbox"/> the results, know-how and outputs arising from it will be made public as soon as reasonably practicable, without restriction of access and at a fee which does not exceed the cost of delivery; <input type="checkbox"/> it does not involve the use of live (real-time) data feeds; <input type="checkbox"/> its scope and nature will be summarised in writing to the satisfaction of the Licensor and approved in writing by the Licensor before a licence is granted; <input type="checkbox"/> the applicable licence will be time limited and may not be used for activities which go beyond the authorised research;
Software	means the JULES Software;
Term	means, in respect of the Licence, the period during which the Licensee is permitted to use the Software as set out at Clause 5.1;
"Upgrade"	Means the Licensor changing or improving the Software in its completed and final format.

The headings to these Conditions are for ease of reference only, and do not affect the interpretation or construction of these Conditions.

3. LICENCE

- 3.1 The Licensor grants to the Licensee an organisation-wide, multiple-user, non-transferable, non-exclusive licence to use the Software and any such documentation required for the running of the Software for the operation in the

Licensee's computer system, for use in Non-Commercial Research (the **"Permitted Use"**).

- 3.2 Subject to the Conditions herein, the Licensee may

- 3.2.1 copy for back up purposes, use run and store the Software on the Licensee's computer system and at its site notified to the Licensor in writing on the date of this Licence;
- 3.2.2 Modify the Software.

4 LICENCE RESTRICTIONS

- 4.1 The Licensee may not:

- 4.1.1 use the Software to produce products or services for Commercial Benefit;
- 4.1.2 let, lease, sub-license, distribute, copy, reproduce, assign, share, sell or electronically transfer the Software over a network to another computer system outside the Licensee's organisation or otherwise transfer the right to the Software.

- 4.2 This Licence does not include a Data service beyond the provision of sample Ancillary Data. Any such right shall be granted under a separate licence.

5. TERM AND RENEWAL

- 5.1 This Licence shall come into effect as soon as you indicate your acceptance by installing and/or using the Software and shall remain in effect unless and until it is terminated under clause 10.

- 5.2 Should either the Licensor or the Licensee terminate the Licence under clause 10, the Licensee may apply to reactivate the Licence by submitting a written request to the Licensor. The Licensee accepts that the Licensor's decision on whether to reactivate the Licence shall be at the Licensor's sole discretion. When reaching such a decision, the Licensor shall consider factors which include, but shall not be limited to:

- 5.2.1 the Licensee meeting its obligations in accordance with the Conditions of this Licence;
- 5.2.2 any change to any rules and policies that may govern the licensing of JULES now or in the future.

6. DELIVERY AND UPGRADES

- 6.1 The Licensor shall deliver to the Licensee, one copy of the Software and such documentation as may be needed to run the Software for the Permitted Use.
- 6.2 The Licensor may Upgrade the Software from time to time and may, at its option, choose to supply the Licensee with such Upgrades.
- 6.3 In the event that the Licensor chooses to supply an Upgrade to the Licensee, all references to Software in this Licence shall be amended so as to refer to the Upgraded version of the Software. The Licensee agrees that its acceptance of such an Upgrade shall be deemed as acceptance of this amendment.
- 6.4 Nothing in these Conditions shall oblige the Licensor to Upgrade the Software or supply such Upgrades to the Licensee.

7. LICENSEE OBLIGATIONS

- 7.1 The Licensee shall not do anything that may bring the name of the Licensor or any other member of the JULES consortium into disrepute.
- 7.2 The Licensee shall not use the Software for anything other than the Permitted Use stated at clause 3.1 above and shall abide by the Conditions of this Licence.
- 7.3 The Licensee shall inform the Licensor of any publication or report arising from the use of Software and in any such publication and report shall acknowledge use of the Software in the manner prescribed at clause 9.3.
- 7.4 The Licensee hereby consents to the use of their name, business address, business e-mail address and information regarding their use of the Software in any website or publication associated with Software.

8. WARRANTY

The Licensor warrants that to the best of its knowledge and belief it is the owner of the Intellectual Property Rights in the Software or that it is duly licensed to use the Intellectual Property Rights in the Software and that the use of the Software as contemplated by this Licence, does not infringe any Intellectual Property Rights or other proprietary rights of any natural or legal person.

THE SOFTWARE IS SUPPLIED AND USED ENTIRELY AT THE RISK OF THE LICENSEE.

THE LICENSOR DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND PROMISES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR THE PERMITTED USE. NEITHER DOES THE LICENSOR MAKE ANY REPRESENTATIONS AS TO COMPATIBILITY WITH THE LICENSEE'S COMPUTER OPERATING SYSTEMS AND PLATFORMS.

IN NO EVENT DOES THE LICENSOR WARRANT OR UNDERTAKE THAT THE SOFTWARE OR RELATED DOCUMENTATION SHALL SATISFY THE LICENSEE'S REQUIREMENTS, OR THAT THE SOFTWARE AND DOCUMENTATION SHALL BE WITHOUT ERRORS OR DEFECTS OR THAT THE OPERATION OF THE SOFTWARE SHALL BE UNINTERRUPTED.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Nothing in these Conditions transfers to the Licensee the copyright or any other Intellectual Property Rights in the Software, Software tools, design concepts, know-how, techniques or methodologies supplied by the Licensor (or its contractors), the ownership of which remains absolutely with the Licensor (or the originator of the Intellectual Property Rights).
- 9.2 The Licensee shall take all reasonable steps to prevent any damage to or infringement of the Intellectual Property Rights of the Licensor or any other member of the JULES consortium.
- 9.3 The Licensee shall make acknowledgement of the Software in any reproduction of data, publication of papers, reports, literature to customers or presentations arising out of the use of the Software using the following acknowledgement:
"Material produced using the JULES community land surface model."
- 9.4 The Licensee shall not remove any copyright or other Intellectual Property notice on any copy of the Software and accompanying documentation. If the Licensee makes a copy of the Software or a copy of part of the Software and the accompanying

documentation then the Licensee shall reproduce the copyright and trade mark notices using the following acknowledgement:

© [Name of the Jules Consortium partner owning the copyright] [date of publication]

- 9.5 The Licensee does not have the right to use or reproduce the logo(s) or other trade marks of the Licensor or any other member of the JULES consortium without their prior written authorisation.
- 9.6 The Licensee shall effect and maintain adequate security measures to safeguard the Software from access or use by any unauthorised person. The Licensee shall notify the Licensor promptly if the Licensee becomes aware of any unauthorised use of the Software by anyone or of any actual or potential infringement of the Licensor's Intellectual Property Rights in the Software. The Licensee shall permit the Licensor at any time to check that the use of the Software is in accordance with these Conditions.
- 9.7 The Licensor's trade marks and any goodwill subsisting in them shall at all times remain the property of the Licensor, and all goodwill and market reputation in the trade marks deriving from the operation of this Licence shall accrue to the Licensor and not to the Licensee.
- 9.8 The Licensee shall own the Intellectual Property Rights in any Modifications and save where the parties otherwise agree in writing, the Licensee grants to the Licensor a non-exclusive, perpetual, irrevocable, royalty-free and fully paid-up worldwide right and licence to produce, re-produce, copy, publish, develop, adapt, and/or distribute or otherwise use the Modifications created by the Licensee for Non-Commercial Research use.
- 9.9 Ownership of the output resulting from the Licensee's use of the Software shall belong to the Licensee.

10. TERMINATION

- 10.1 Notwithstanding anything else contained in these Conditions, the Licensor may, at its option, suspend or terminate the Licence immediately on giving notice to the Licensee if:
- 10.1.1 the Licensee commits any material breach of its obligations under this Licence and in the case of a material breach which is capable of being remedied, has failed within a reasonable period to remedy the breach after the Licensor has requested the Licensee in writing, to remedy the breach;
- 10.1.2 the Licensee commits any non-material breach of any of these Conditions and in the case of a breach which is not persistent and which is capable of being remedied, has failed, within 7 days after the Licensor has requested the Licensee in writing, to remedy the breach;
- 10.1.3 the Licensee has a receiver or administrative receiver appointed over any part of its undertaking or assets, or the Licensee passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if the Licensee becomes insolvent or subject to an administration order, or if the Licensee enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun, or if the Licensee ceases or threatens to cease to carry on business or research.
- 10.2 Should the Licensor terminate the Licence for breach of Condition, the Licensee shall remain liable to pay any expenses the Licensor may have incurred or have agreed to incur in connection with this Licence.

- 10.3 The Licensor may terminate the Licence subject to giving one month's notice in writing to the Licensee.
- 10.4 The Licensee may terminate the Licence, subject to giving one month's notice in writing to the Licensor.
- 10.5 The termination of this Licence for any reason shall not affect any accrued rights or liabilities which either the Licensee or the Licensor have, nor shall it affect the coming into force or the continuance in force of any of these Conditions which is expressly, or by implication, intended to come into or to continue in force on or after termination.
- 10.6 Termination of this Licence for whatever reason shall not relieve either party of any obligation which is intended to continue after termination.
- 10.7 Upon termination of this Licence the Licensee shall either return or destroy the Software and its accompanying documentation and shall erase all copies of the Software under his/her control and stored on any medium.
11. LIABILITY
- 11.1 This clause 11 sets out the entire financial liability of the Licensor (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Licensee in respect of:
- 11.1.1 any breach of the Licence including any deliberate personal repudiatory breach;
- 11.1.2 any use made by the Licensee of the Software or any part of it; and
- 11.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Licence.
- 11.2 Nothing in these Terms limits or excludes the liability of the Licensor:
- 11.2.1 for death or personal injury resulting from negligence; or
- 11.2.2 for any damage or liability incurred by the Licensee as a result of fraud or fraudulent misrepresentation by the Licensor; or
- 11.2.3 any other matter for which it would be illegal or unlawful for the Licensor to exclude or attempt to exclude its liability.
- 11.3 Subject to clause 11.2, the Licensor shall not have any liability to the Licensee (howsoever arising, including any liability in tort) under or in connection with the Licence for any:
- 11.3.1 loss of income or revenue;
- 11.3.2 loss of business;
- 11.3.3 loss of opportunity;
- 11.3.4 loss of profits or contracts;
- 11.3.5 loss of anticipated savings;
- 11.3.6 loss of data;
- 11.3.7 loss of or damage to reputation or goodwill;
- 11.3.8 wasted management and/or other staff and/or office time;
- in each case whether direct, indirect, special and/or consequential loss or damage; or
- 11.3.9 for any other indirect, consequential and/or special loss or damage.
- 11.4 Subject to clause 11.2, the Licensor's total liability in contract, tort (including

- negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Licence shall be limited to the sum of one thousand pounds (£1,000).
- 11.5 Subject to clause 11.6, the Licensee shall keep the Licensor fully and effectually indemnified against all actions, claims, proceedings, costs and/or damages, together with all legal costs or expenses that the Licensor may incur as a result of licensing with the Licensee, including but not limited to:
- 11.5.1 any other claim by a third party made against the Licensee resulting from the use or modification of the Software by the Licensee; or
- 11.5.2 the Licensee's negligent or unlawful acts or omissions, or its wilful misconduct; or
- 11.5.3 any breach by the Licensee of any of the terms of this Licence.
- 11.6 The indemnity in clause 11.5 shall not apply to the extent that the Licensor has contributed to its own loss or damage by its negligence, or unlawful acts or omissions, or its wilful misconduct.
- 11.7 The Licensee acknowledges and agrees that the Licence is granted to the Licensee on a free of charge basis having due regard to the exclusions, waivers and limitations set out in this clause 11 and in clause 8.
12. ASSIGNMENT
- The Licensee may not assign, transfer, sub-contract or sub-license its rights or obligations under these Conditions or sell-on or share any Software, whether in whole or in part, without first obtaining the Licensor's written consent.
13. FREEDOM OF INFORMATION
- 13.1 Each party acknowledges that the other may be subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and shall reasonably assist and cooperate with each other to enable the compliance with these information disclosure requirements.
- 13.2 In the event that any of the parties receives a request for information relating to this Agreement that falls within the scope of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, that Party shall be entitled to disclose such information as necessary in order to ensure its compliance with that legislation.
14. CONFIDENTIALITY
- Save as required under clause 13, the Licensee shall not disclose to a third party any Confidential Information, (including any Software supplied thereunder), unless and until it first obtains expressed written permission from the Licensor.
15. GENERAL
- 15.1 No failure or delay by the Licensor to exercise any right, power or remedy shall operate as a waiver of it nor shall any partial exercise preclude any further exercise of the same or some other right, power or remedy.
- 15.2 These Conditions supersede all prior licensing agreements, arrangements and understandings between the Licensee and the Licensor and constitute the entire agreement between the Licensee and the Licensor relating to the licensing of the Software. These Conditions shall prevail over any terms or conditions that the Licensee may seek to introduce that are not expressly contained within these Conditions.

- 15.3 All notices shall be given in writing and sent to the Licensor at the address set out herein or be sent to the Licensee at its registered office or principal place of business or any contact e-mail address the Licensee gives the Licensor from time to time.
- 15.4 Time shall not be of the essence in respect of the Software provided subject to these Conditions.
- 15.5 If any of these Conditions are for any reason held to be unenforceable, illegal or invalid, that unenforceability, illegality or invalidity shall not affect any other provisions which shall continue in full force and effect.
- 15.6 These Conditions expressly exclude any rights granted to any third party under the Contracts (Rights of Third Parties) Act 1999.
16. CHANGES TO THE TERMS OF THIS LICENCE
- The terms of this Licence may only be changed if the Licensee and the Licensor agree in writing or by e-mail. The Licensor shall confirm in writing any changes to the Licence.
17. GOVERNING LAW
- This Licence shall be governed by and construed in accordance with the laws of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the English courts.