

# ECMWF Product Distribution Rules

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*Adopted by the Council of ECMWF at its 106th session (June 2023)*

*Replaces the 'Rules governing the distribution and dissemination of ECMWF Real-time Products' (ECMWF/C/41/M(94)2 para. 31 and Annex 3) and 'Rules governing the distribution of ECMWF Archived Data Products and Software' (ECMWF/C/51/M(01)1 para. 124 and Annex 3)*

## **Preamble**

### **Noting**

World Meteorological Organisation (WMO) guidelines with respect to the exchange of meteorological and related data and Products;

### **considering:**

the need to develop an orderly distribution of meteorological Products of the European Centre for Medium-Range Weather Forecasts (ECMWF), which considers in a balanced way the interests of the meteorological community;

### **taking into account:**

the development of laws and administrative rules within the European Economic Area, which are designed to deter anti-competitive behaviours and to encourage the open dissemination of data by public sector bodies;

### **emphasising:**

that the NMSs of Member States and Co-operating States will make available data and Products intended for commercial use to any interested third party on non-discriminatory terms regardless of the applicability of the rules set out below;

**the ECMWF Council adopts the following Rules.**

## Definitions:

For the purpose of these Rules, the following terms are defined but can at all times be modified by the ECMWF Council:

**Advanced Web Services:** Geographical Information Service provided via ECMWF's interactive ecCharts or similar services.

**Broadcast/Broadcasting:** The Dissemination of Value Added Services by means that are publicly accessible, including, but not limited to, internet, terrestrial, social media, or satellite transmissions.

**Broadcaster/Publisher:** Those users who use Products or Value Added Services in order to provide a service by means of Broadcasting or publishing in any form.

**Co-operating State:** A State with which a co-operation agreement providing for access to ECMWF data and Products has been concluded. See also "Type 1 Co-operating State" and "Type 2 Co-operating State".

**"Core" Products:** Products which are declared "Core" in the meaning of WMO Unified Data Policy Resolution 1 (formerly WMO Resolution 40 (Cg-XII)) as agreed by ECMWF Council.

**Deliverer:** The party, either an NMS or ECMWF, which provides the service of delivering Products to a third party.

**Dissemination:** Supply via public media e.g. Broadcasting.

**Distribution:** Controlled transmission or supply to clearly identified and known users.

**ECMWF Catalogues:** The lists of Products for Distribution or Dissemination by NMSs of Member States and Co-operating States, and ECMWF. The list includes all Valid Products determined by ECMWF.

**Educational Use:** Any use of Products solely for educational non-commercial purposes, without transmission or redistribution of the Products to any third party, or use of them to generate Value Added Services, and where an ongoing/continuous service based on Products is not permitted without written consent from the Licensor.

**End User:** Those users who use Products or Advanced Web Services or Value Added Services for their own commercial or industrial purposes and do not pass them on to any third party or use them to generate Value Added Services.

**European Cut-out Maximum Charge Customer:** The Licensee who purchases the European cut-out area 25° North to 84° North and 74° West to 45° East, worth 20% of the full maximum charge Information Cost.

**Force Majeure:** Circumstances outside the control of a Member State or Co-operating State or ECMWF which could not have been foreseen at the time of entering into the obligation as a party to a Licence and which could not have been avoided or overcome.

**Information Cost:** The cost of Valid Products determined by the ECOMET Product Unit (EPU) pricing scheme available in ECMWF Catalogues not governed by an open data licence.

**Licence:** The conditions under which NMSs of the Member States or Co-operating States, or ECMWF transfer Products to a third party.

**Licence Reporting Form:** The current version of the standard form, available on the ECMWF website, which an NMS shall use to notify ECMWF of any Licence granted.

**Licensee:** The person or entity who has concluded a Licence with a Licensor and thereby has been granted permission to use Products.

**Licensor:** The party, either an NMS of a Member State or Co-operating State, or ECMWF, which negotiates the contract and concludes and maintains the Licence.

**Maximum Charge:** The maximum price limit set by the ECMWF Council to the Information Cost.

**Member States:** The States which are parties to the Convention Establishing the European Centre for Medium-Range Weather Forecasts.

**National Meteorological Service (NMS) / National Meteorological and Hydrological Service (NMHS):** Service responsible at the national level, in conformity with its legal status, for the gathering, classification and production of meteorological and hydrological information in the national interest, and responsible at the international level for participating in WMO programmes.

**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.

**NMHS Non-Commercial Licence:** The Licence for NMHSs of non-Member States using Valid Products for non-commercial purposes such as the protection of life and property, research activities and educational use.

**Non-valid-Products:** Any meteorological information in the form of pictures, charts, text, or data files for which the forecast time is 24 or more hours ago and cannot be used as a prediction.

**Non-retrievable Value Added Services:** Any VAS from which the original Products cannot be retrieved or reverse-engineered without significant technical effort and/or expense.

**Observation Data Provider:** an organisation that collects, processes, and distributes data obtained from satellites and other observing platforms.

**Official Duty:** All activities which take place within the organisation of an NMHS, and external activities of the NMHS resulting from legal, governmental, and inter-governmental requirements relating to defence, civil aviation and the safety of life and property.

**Open Data Products:** Products from the ECMWF Catalogues that have been approved by ECMWF Council to have an open licence whereby redistribution, commercial and research use are permitted by all users subject to the appropriate attribution.

**Products:** All meteorological information in the form of pictures, charts, text, or data files resulting from the transformation or processing of data sets by the ECMWF forecasting system, irrespective of the verification time, including Valid Products, Non-valid-Products and Open Data Products.

**Personal Use:** any use of Valid Products solely for personal non-commercial purposes, without transmission or redistribution of these Valid Products to any third party, or use of them to generate Value Added Services.

**“Recommended” Products:** Valid Products which are declared “Recommended” in the meaning of

WMO Unified Data Policy Resolution 1 (formerly Resolution 40 (Cg-XII)) as agreed by ECMWF Council.

**Research Project:** Any time-bound\*\* project organised for non-commercial research purposes only, where an ongoing/continuous service based on ECMWF Products is not permitted without written consent from the Licensor. A necessary condition for the recognition of non-commercial purposes is that all the Results obtained are openly available at delivery costs only, without any delay linked to commercial objectives, and that the research itself is submitted for open publication.

\*\* Research licences cannot be longer than the duration of the project itself and up to a maximum of three years, whichever is shorter. A research licence may be renewed for research projects lasting longer than three years.

**Results:** may include written reports, publications, presentations, and other forms of research output that do not involve the distribution of real-time Products or services based on real-time Products except where permission is granted.

**Retrievable Value Added Services:** Any VAS from which the original Valid Products can be retrieved or reverse-engineered without significant technical effort and/or expense.

**Revenue:** The income resulting from the licensing of Products, exclusive of all value added taxes and exclusive of handling and delivery costs.

**Service Provider:** Those users who acquire Products in order to supply Value Added Services under specific Licence conditions to a third party clearly identified and known to the Service Provider.

**Service Provision:** the act of providing a service to third parties, whether known or unknown and which may be provided with or Without Charge.

**Standard Licence Agreement:** The standard terms and conditions pursuant to which items in the ECMWF Catalogue may be licensed. See also "Licence".

**Licence Reporting Form:** The current version of the standard form, available on the ECMWF website, which an NMS shall use to notify ECMWF of any Licence granted.

**Type 1 Co-operating State:** A State that has concluded a co-operation agreement that enables accession to the ECMWF Convention. For the purposes of these Rules, any Co-operating State that concluded a co-operation agreement with ECMWF after the 88th session of ECMWF Council is to be treated as a Type 1 Co-operating State.

**Type 2 Co-operating State:** A State that has concluded a co-operation agreement for scientific and technical co-operation.

**Valid Products:** All (real-time) meteorological information in the form of pictures, charts, text or data files resulting from the transformation or processing of data sets by the ECMWF forecasting system for which the verification time is less than 24 hours ago and that can be used as a prediction.

**Value Added Services (VAS):** all meteorological services which are:

- derived from one or more Products; and
- specifically conceived for the needs of users; and
- made available under specific licence conditions.

**View Service:** A web-based service to provide a visual representation of geographic and thematic information by creating an image of these data using portrayal rules, and making it possible, as a minimum, for a client application, to display, navigate, zoom in/out, pan or overlay viewable spatial

datasets and display legend information and any relevant content of metadata.

**Without Charge:** At no more than the cost of reproduction and delivery, (including the cost of distribution media, documentation, transmission, and direct labour cost), without charge for the Products themselves.

### **Ownership of ECMWF Products**

1. ECMWF owns the copyright of the Products. Council grants access to Products to the Member States in accordance with Article 15 of the Convention and to the Co-operating States in accordance with the terms of the relevant co-operation agreement.
2. ECMWF owns the copyright of Optional Programme Products. Council grants access to Optional Programme Products to the Member States and Co-operating States participating in the relevant Optional Programme.
3. The intellectual property rights to Value Added Services are owned by the Service Provider generating the Value Added Service.
4. Council requires that practical and transparent methods are used by all Member and Co-operating States for categorising Value Added Services. The Advisory Committee for Data Policy (ACDP) will report to Council about the methods used by NMSs and their implementation.

### **Principles of Distribution and Dissemination of Product**

5. In their activities involving Products, NMSs of the Member States and Co-operating States, and ECMWF shall make all reasonable endeavours to ensure that these Rules agreed by Council are followed.
6. If Products are distributed by NMSs of the Member States or Co-operating States, the distributing NMS and not ECMWF shall be responsible for any consequences that might ensue from the action of the licensee, including issues arising through WMO procedures from their Distribution or Dissemination in States other than ECMWF Member States and Co-operating States.
7. NMSs of the Member States and Co-operating States shall notify ECMWF of all Licences relating to Valid Products, following the procedures set by ECMWF.
8. ECMWF shall produce a yearly report on the Distribution and Dissemination of Valid Products to and by Member States and Co-operating States. This report, to be compiled from the contributions from the NMSs, shall cover all the categories of activities carried out with the support of Valid Products, including both commercial and non-commercial aspects, excluding the activities carried out for Official Duty. The contributions of NMSs shall contain sufficient information to allow the Council to assess the application of these Rules.

### **Distribution of Products by ECMWF**

9. "Core" and "Recommended" Products of the WMO Unified Data Policy Resolution 1 are made available to all NMHSs via the WMO Global Telecommunication System (GTS), the ECMWF Website and other relevant distribution mechanisms.

10. "Core" Products shall be made available under the agreed open data licence and free to all users.
11. "Recommended" Products shall be made available to all NMHSs of the WMO with a non-commercial use restriction unless otherwise granted written permission by the Director General.
12. ECMWF may provide its Products to support Research Projects. Such occurrences must be reported to Council.
13. ECMWF may supply its Products not available on the GTS to NMHSs of WMO Member States via the NMHS Non-Commercial Licence or with the agreement of Council, or through co-operation agreements, or in exceptional circumstances for limited periods. The latter occurrences must be reported to Council.
14. ECMWF may supply its Products to international organisations or non-governmental organisations with the agreement of the Council or, for a limited period, at the discretion of the Director-General of ECMWF and, where practicable, with the collaboration of the NMHS(s) of the State(s) involved, provided Council is informed subsequently. This should be done at a charge to cover handling and delivery costs or on an exchange basis (unless otherwise provided for e.g. via co-operation agreements). International organisations and non-governmental organisations may not distribute Valid Products to third parties or undertake Service Provision unless otherwise agreed by Council.
15. ECMWF may give access to EUMETSAT to all ECMWF Products and services solely for EUMETSAT's own use in support of its mission as defined in the EUMETSAT Convention but excluding redistribution to third parties, Service Provision or commercial activities unless granted written permission by ECMWF.
16. ECMWF may give Observation Data Providers access to all ECMWF Products and services solely for their own use in support of data processing and development of associated algorithms in exchange for observations for use in ECMWF's forecasting system. Such occurrences must be reported to Council. Redistribution of Valid Products by the Observation Data Providers and Service Provision or commercial activities are prohibited unless granted written permission by ECMWF.
17. ECMWF may supply its Products to the European Commission and its agencies, free of charge, for non-commercial purposes in line with the mandated scope and where Service Provision or redistribution of Valid Products is not permitted unless granted written permission by ECMWF. The licences must be reported to Council.
18. ECMWF may supply its Products to United Nations and its agencies, free of charge, for non-commercial purposes in line with the mandated scope and where Service Provision or redistribution of Valid Products is not permitted unless granted written permission by ECMWF. The licences must be reported to Council.

### **Distribution or Dissemination of Products by NMSs of the Member States and Co-operating States for Official Duty, to Research Projects and to NMHSs of WMO Member States**

19. NMSs of the Member States and of Co-operating States are free to use all Products in carrying out their Official Duties, including Distribution or Dissemination via View Services. Where appropriate, the right to use for Official Duties is also granted through the NMS to other government bodies in Member States and of Co-operating States, but all conditions defined in these Rules remain attached to their use.

20. NMSs of the Member States and Co-operating States may Distribute Products to Research Projects.
21. NMSs of the Member States may supply Products not available on the GTS to NMHSs of WMO Member States with the agreement of Council or in exceptional circumstances for limited periods in agreement with ECMWF. The latter occurrence must be reported to Council.

### **Distribution or Dissemination of Value Added Services by NMSs of the Member States and Co-operating States**

22. NMSs of the Member States and Type 1 Co-operating States shall, in their commercial activities, have the right to supply their Value Added Services to users within and outside their National Territories.
23. NMSs of Type 2 Co-operating States shall, in their commercial activities, have the right to supply their Retrievable Value Added Services only to users within their National Territories. They shall have the right to supply their Non-retrievable Value Added Services to users within and outside their National Territories.
24. NMSs of the Member States and Co-operating States shall in their commercial activities be free to establish the prices of their Value Added Services.

### **Distribution of Products from the ECMWF Catalogues by ECMWF and the NMSs of Member and Co-operating States to End Users, Service Providers, Broadcasters/Publishers and NMHSs of WMO Member States**

25. A selection of Valid Products is listed in the ECMWF Catalogues organised by product groups. The Director-General may add fields to existing product groups A, B and C, provided such additions do not require adjustments to the method for calculating the tariffs described below. All changes will be reported annually to the ACDP. Any new product groups will have to be approved by the ACDP.
26. Optional Programme Products can be made available through the ECMWF Catalogues. The Council shall decide on the Optional Programme Products to be included in the ECMWF Catalogues.
27. For all Valid Products included in ECMWF Catalogues, ECMWF, NMSs of the Member States and Co-operating States may grant Licences to End Users, Service Providers and Broadcasters/Publishers in the name of and on behalf of ECMWF in accordance with the terms laid down in the Standard Licence Agreement and subject to any conditions set by ECMWF. All obligations assumed by a Member State or Co-operating State or ECMWF under a licensing operation are subject to a Force Majeure.
28. NMSs of the Member States and Type 1 Co-operating States may grant Licences to End Users, Service Providers and Broadcasters/Publishers.
29. NMSs of Type 2 Co-operating States may grant Licences only to End Users, Service Providers and Broadcasters/Publishers located within their National Territory.
30. The NMS of a Member State or Co-operating State may:
  - delegate its right to grant Licences to ECMWF;

- on a case-by-case basis, delegate the provision of Products with the understanding that the Licensing remains with that NMS.
31. ECMWF may grant Licences to End Users, Service Providers and Broadcasters/Publishers.
  32. Any rules and procedures applied to Distributions by ECMWF are also applied to Licences delegated to ECMWF.
  33. NMHS Non-Commercial Licences are granted by ECMWF only.

### **Implementation Rules for Access to Valid Products via MARS**

34. Access to Valid Products via MARS should not be granted by the NMSs to Service Providers or End Users without written permission from ECMWF.
35. NMSs may provide access to Valid Products via MARS for the purposes of Official Duty or Research Projects. The ECMWF Standard Licence Agreement should be provided to the user and all conditions defined in these Rules remain attached to their use (i.e. no redistribution, no Service Provision or commercial use).

### **Implementation rules for access to Non-Valid Products via MARS**

36. Unless otherwise agreed by the Director-General or ECMWF Council, Non-Valid Products will be supplied under an open licence and free of Information Cost.
37. NMSs will be provided free of charge access through dedicated systems (e.g. MARS) for Official Duty and Research Projects. Other provisions will be delivered with handling charges via ECMWF.
38. NMSs may provide access to Non-Valid Products for Official Duty purposes and Research Projects.
39. Access to Non-Valid Products via MARS should not be granted by the NMSs to Service Providers or End Users without written permission from ECMWF.
40. Access to Non-Valid Products via MARS by Service Providers and End Users will be licensed by ECMWF and delivered with the appropriate handling charges (e.g. through Data Support).
41. Any provision will be accompanied by a statement, acknowledged by the user prior to delivery, describing the validity of such data and stating the authorised use.
42. To meet the needs of research and education, ECMWF may also prepare data sets targeted towards a specific research community, such as oceanographic or land surface scientists.

### **Information Cost and Financial Matters**

43. The tariff Information Cost for all Valid Products is determined by the ECMWF Council. It includes a portion of the costs incurred by the Member States and Co-operating States and ECMWF for financing their meteorological infrastructure.
44. The Information Cost will not apply to Products governed by an open licence.
45. The Information Cost must comprise the handling costs of the Licensor and the Deliverer at a



rate, which implies no state subsidy and the tariff for the ECMWF Licence, which is fixed in accordance with the following rules.

46. The tariff applied shall be commensurate with the type, the frequency and the geographical coverage of the Products that are the subject of the Licence.
47. ECMWF shall renounce any financial claim on Value Added Services based on Products.
48. ECMWF handling charges are determined by the Director-General. They include:
  - a) Delivery costs
  - b) Transmission and/or media costs
  - c) Direct labour costs
  - d) Direct computing costs (accessing, processing, extracting)
49. Handling charges will be retained respectively by Licensor and Deliverer.
50. Revenue from Licences for Valid Products & Advanced Web Services will be shared in accordance with the following allocation:

Licensor 25%	ECMWF 75%
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51. All ECMWF revenue shall be treated in accordance with the ECMWF Financial Regulations.
52. Activities relating to the contract between core and commercial activities of NMSs do not give rise to financial obligations vis-à-vis ECMWF or any of its Member States or Co- operating States, apart from handling charges for services delivered by ECMWF.