

MAX PLANCK INSTITUTE FOR METEOROLOGY
HAMBURG, GERMANY
SOFTWARE LICENCE AGREEMENT (Version2, 2012-02-21)

Preamble

Since its inception, the Max Planck Institute for Meteorology (MPI-M) has sought to understand Earth's climate system, using as its principal tool comprehensive Earth system modelling. The MPI-M is committed to developing a comprehensive Earth System Model (MPI-ESM) in which the physical aspects of the climate system are coupled with biogeochemical cycles, and to making the MPI-ESM available to the scientific community.

The models/components developed at the MPI-M, including components provided by scientists of other institutes, are made available and shared within the scientific community.

However, the MPI-M Software developed must remain controllable and documented. This is the spirit behind the following licence agreement, which the MPI-M must ask the users to accept before a user can get the MPI-M Software. It is also important to provide feedback to the model developers, to report about errors and to suggest improvements of the code.

MPI-M must also ensure that the MPI-M Software is protected from misuse and false statements about its characteristics and performance. Therefore, all alterations to the Software have to be marked clearly and publications of results obtained with modified versions must contain a description of the changes made.

This licence agreement is crafted as a personal licence, even though the MPI-M knows that typically several users in one institution share such software and develop it further in a group effort. The personal licence ensures that each user has seen and accepted the terms of this agreement, and it also allows the MPI-M to maintain a user data base, which ensures efficient communication of updates and revised versions of this software.

Points of Agreement

1. Licence

This is a licence to use the above-mentioned MPI-M Software (in the following the “Software”). The “Software”, which is received with and accompanied by this licence agreement, is licenced (not sold) to you on a personal nonexclusive basis by the MPI-M. You have to ensure that your employer has accepted the terms of this agreement.

2. Definition of Software

The term “Software” includes all source codes, executable programs, documentation, run scripts and data files of MPI-M Software.

3. Permitted Use

Use of the “Software” is permitted only for lawful scientific purposes in research and education. It is explicitly prohibited to use this “Software” or parts of it, whether modified or not, for commercial purposes. For commercial use please refer to Garching Innovation GmbH (GI), Technology Transfer for the Max Planck Society for the Advancement of Science, Germany.

4. Copyright and Distribution

“Software” developed at MPI-M is the sole and exclusive property of MPI-M. All Rights Reserved.

You are allowed to make personal copies of the “Software” and to modify the code, data files, and run scripts, and to recompile the code on any computer system, where you have legal access.

If you make copies of the “Software”, each copy must include all copyright information and notes that accompany the original. Such notes shall be displayed on any documents, media, printouts, and visualization or on any other electronic or tangible expressions associated with, related to or derived from the “Software” or associated documentation.

You are not allowed to sell this “Software” or any part of it.

You are not allowed to distribute the “Software” in its original or modified form. Third party users must obtain the “Software” directly from MPI-M. Exception: You are given the right to share the “Software” with colleagues from your institution, provided that these colleagues read and accept this licence agreement also.

Under the definition of permitted use you may distribute your modifications to the “Software” provided that you adhere to the rules concerning modifications as outlined below.

You are not allowed to sell modifications to this “Software”, but you may ask for reimbursement of the re-distribution cost.

5. Modifications

Modifications are supplements to the “Software”, which other users can apply to the original “Software” from MPI-M. Modifications may include revised versions of subroutines or modules, but must not constitute a working model on their own.

You may change any part of the source code, run scripts, or data files, provided that all files that are modified carry a prominent notice indicating the name of the person who changed the file, the modification date, and the purpose of the modification. Results (data files and plots or visualization products) obtained with modified versions of the „Software“ must bear a clearly visible label, which distinguishes such product from any product obtained with the original version of the “Software”, unless you have ensured that the results are in fact identical.

Error fixes and “Software” modifications must be communicated to the coordinator of MPI-M model development/ model integration so that they can be used to improve the “Software”. This does not affect your right to distribute such modifications as outlined above. You agree to submit modified parts of the “Software” to MPI-M. This covers all modifications, which maintain the functionality of the “Software” as provided, and those modifications, which improve the model results and/or performance.

If you develop independent new components of the models, you may cover them with your own licence agreement as long as the terms of this licence are not violated. In particular, you must make your code available free of charge, and you must grant equal access rights to MPI-M.

6. Acknowledgements

When you publish results generated with this “Software”, you agree to refer to appropriate publications according to the appendix of this licence agreement. The “Software” must be explicitly mentioned, and modifications must be clearly described as outlined above. Depending on the degree of involvement of MPI-M scientists in the publication, their help must be acknowledged or co-authorship shall be offered. Individual extensions of the “Software” may carry more explicit requirements. The title and authors of any publication with results from the ”Software” shall be sent to the coordinator of MPI-M model development/model integration not later than the publication is submitted to a scientific journal or as a book chapter, conference proceedings, etc. The coordinator of MPI-M model development/model integration also appreciates receiving a preprint and a reprint of your articles.

7. Termination

Your rights under this licence agreement will terminate automatically without notice from MPI-M if you fail to comply with any term(s) of this licence. You may terminate this licence at any time by destroying the “Software” and any related documentation and any complete or partial copies thereof. Upon termination, all rights granted under this licence shall terminate. Provisions of this licence that, by their nature, contemplate continued effect after termination, shall survive termination, including paragraphs 9 to 11.

8. Fees

There is no licence fee for the “Software”.

9. Proprietary Rights

Title, ownership rights, and intellectual property rights in the “Software” shall remain in MPI-M. You acknowledge such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with MPI-M's ownership of rights with respect to the “Software”. The “Software” is protected by Property Rights.

10. Disclaimer of Warranty

You expressly acknowledge and agree that use of the “Software” is at your own risk. The “Software” is provided "AS IS" and without warranty of any kind. MPI-M expressly disclaims all warranties and/or conditions, expressed or implied, including, but not limited to, the implied warranties and/or conditions of merchantability or satisfactory quality and fitness for a particular purpose. MPI-M does not warrant that the functions contained in the “Software” will meet your requirements, or that the operation of the “Software” will be uninterrupted or error-free, or that defects in the „Software“ will be corrected. Furthermore, MPI-M does not warrant or make any representations regarding the use or the results of the use of the “Software” or related documentation in terms of their correctness, accuracy, reliability. No oral or written information or advice given by MPI-M or an MPI-M authorized representative shall create a warranty or in any way increase the scope of this warranty. Should the “Software” prove defective by your use, you (and not MPI-M or any MPI-M representative) assume the cost of all necessary correction.

11. Limitation of Liability

Under no circumstances, including negligence, shall MPI-M be liable for any incidental, special, indirect or consequential damages arising out of or relating to this licence. In particular, MPI-M notes that the “Software” is not fault-tolerant and is not designed, manufactured or intended for use as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the “Software” could

lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, MPI-M specifically disclaims any expressed or implied warranties of fitness for High Risk Activities. By this licence the user agrees that MPI-M shall not be liable for any claims or damages arising from the use of the "Software" in such applications.

12. Support/Modifications

The "Software" is provided without any support or maintenance, and without any obligation to provide you with modifications, improvements, enhancements, or updates of the "Software".

13. Controlling Law and Severability

This licence shall be governed by the laws of the Federal Republic of Germany and the court of jurisdiction is Hamburg. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this licence shall continue in full force and effect.

Final Remarks

This licence constitutes the entire agreement between the parties with respect to the use of the "Software" and supersedes all prior or contemporaneous understandings regarding such subject matter.

APPENDIX

A current set of reference publications, as of November 2006, is listed below, and will be amended in due time:

ECHAM5:

Roeckner E., *et al.*, The atmospheric general circulation model ECHAM 5. PART I: Model description, MPI-Report 349, 127 pp, 2003.

Roeckner, E., R. Brokopf, M. Esch, M. Giorgetta, S. Hagemann, L. Kornblueh, E. Manzini, U. Schlese, and U. Schulzweida, Sensitivity of simulated climate to horizontal and vertical resolution in the ECHAM5 atmosphere model, *J. Climate*, **19**, 3771-3791, 2006.

MAECHAM5 (Middle Atmosphere configuration of ECHAM5):

Manzini, E., M.A. Giorgetta, M. Esch, L. Kornblueh, and E. Roeckner, The influence of sea surface temperatures on the northern winter stratosphere: ensemble simulations with the MAECHAM5 model, *J. Climate*, **19**, 3863-3881, 2006.

Giorgetta, M. A., E. Manzini, E. Roeckner, M. Esch, and L. Bengtsson, Climatology and forcing of the quasi-biennial oscillation in the MAECHAM5 model, *J. Climate*, **19**, 3882-3901, 2006.

ECHAM5-HAM:

Stier, P., *et al.*, The aerosol-climate model ECHAM5-HAM, *Atmos. Chem. Phys.*, **5**, 1125-1156, 2005.

MPIOM:

Marsland, S. J., H. Haak, J.H. Jungclaus, M. Latif, and F. Roeske, The Max-Planck-Institute global ocean/sea ice model with orthogonal curvilinear coordinates, *Ocean Modelling*, **5**, 91-127, 2003.

Jungclaus, J.H., H. Haak, M. Latif, and U. Mikolajewicz, 2005: Arctic-North Atlantic interactions and multidecadal variability of the meridional overturning circulation, *J. Climate*, **18**, 4013-4031, 2005.

MPIOM-HAMOCC:

Wetzel, P., A. Winguth, and E. Maier-Reimer, Sea-to-air CO₂ flux from 1948 to 2003: A model study, *Global Biogeochem. Cycles*, **19**, GB2005, doi:10.1029/2004GB002339, 2005.

ECHAM5/MPIOM:

Jungclaus, J.H., N. Keenlyside, M. Botzet, H. Haak, J.-J. Luo, M. Latif, J. Marotzke, U. Mikolajewicz, and E. Roeckner, Ocean circulation and tropical variability in the coupled model ECHAM5/MPI-OM, *J. Climate*, **19**, 3952-3972, 2006.

HD:

Hagemann, S., and L. Dümenil, A parameterization of the lateral waterflow for the global scale. *Clim. Dyn.*, **14**, 17-31, 1998.

Hagemann, S., L. Dümenil, Validation of the hydrological cycle of ECMWF and NCEP reanalyses using the MPI hydrological discharge model. *J. Geophys. Res.*, **106**, 1503-1510, 2001.

End