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your reference	your letter dated	our reference	contact	tel. extension	date
		138/00-RP	Dr. Neuwirth	2002	2000-08-11

Subject: **Implementation of Resolution 40 - WMO policy and practice for the exchange of meteorological and related data and products including guidelines on relationships in Commercial meteorological activities!**

We wish to inform you that the conditions attached to additional data and products of the Central Institute for Meteorology and Geodynamics (Zentralanstalt für Meteorologie und Geodynamik) as Austrian National Weather Service will change.

These changed conditions are attached.

We would be grateful if you could issue this notification through the appropriate channels of WMO , notifying Members of the change.

Yours sincerely

For the Permanent Representative

Dr. Fritz Neuwirth

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cc: ASG ✓ W. Rux

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Conditions for additional data and products to Resolution 40 (WMO Cg-XII)

Data and products originating from the Central Institute for Meteorologie and Geodynamics (CIMG) being the National Meteorological Service (NMS) of Austria and hereafter called "the Originator", which are described in the annex to this document are made available to sustain WMO Programmes and in particular to assist receiving NMSs in the provision of meteorological services in their countries. The Originator declares, that these data and products are part of the additional data and products, in the sense of Resolution 40 (Cg-XII) of the WMO. In conformity with this resolution, the following conditions on their re-export for commercial purposes outside the receiving country or group of countries forming a single economic group are placed on their use and all receiving NMSs (hereafter "the Recipient") are notified accordingly.

These conditions apply equally to the Recipient and to third parties to whom the data and products are made available by the Recipient. The combined territory of the European Economic Area (EEA1 plus Switzerland, Hungary and Turkey is to be regarded as a single territory in respect of the interpretation of this resolution and the conditions that follow. Where these conditions are not honoured, even after notification of default to the Recipient, the Originator reserves the right to introduce denial of access of those additional data and products to the Recipient (for all purposes), as provided for under Guideline 3, Annex 2 of Resolution 40.

1. All recipients are to make their best efforts to ensure that the present conditions which have been applied by the Originator are made known to any subsequent recipient.

2. All recipients are to note that collections of meteorological data and products are databases in the sense of article 1 of Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases.

Under this Directive, an Originator has the sui generis right to prevent extraction and/or reutilization of the whole or of a substantial part of the contents of the database.

3. All recipients are to note that nothing in the transmission or other provision of data and products exchanged, according to WMO Res. 40, ADOPTS (2), shall operate or have effect of any transfer of assignment of the intellectual property rights (IPR) held on the data and products; any such IPR are retained by the Originator.

4. All recipients are to note that additional data and products are provided to the Recipient in order to sustain WMO Programmes at the global, regional and national levels, and, further, to assist WMO Members in the provision of meteorological services in their countries. The conditions attached to the data and products must remain attached during further transmission or other provision as part of those WMO Programmes.

5. All recipients are to note that no commercial use of the data and/or products outside the territory of the Recipient is to be made, unless a specific agreement has

been concluded between the Originator and the operator seeking to make such commercial use of the data and/or products.

6. Where the recipient uses these data and/or products of the Originator as input for any regional Numerical Weather Prediction (NWP) model the output of which covers part of, or all of, the combined territory of the European Economic Area plus Switzerland, Hungary and Turkey, the commercial use (directly or indirectly) of that model output within that combined territory is considered to affect the Originator and will therefore be subject to the conditions attached to the data and/ or products.

7. If the Recipient implements new products or services whose construction would suffer significant degradation by removal of the data and/or products, and from which the data and/or products can be retrieved easily, or their use can be identified unambiguously, no commercial use of these new products or services outside the territory of the Recipient is to be made unless a specific agreement has been concluded between the Originator and the operator which makes the commercial use. This agreement may be combined with the one referred to in paragraph 5 for the commercial use of the data and/or products.

8. Free and unrestricted access to the data and products is granted for research and education for their non-commercial activities; but all other conditions (as listed above) remain attached, particularly where the data and/or products are subsequently released or used outside the territory of the Recipient. The Recipient is to make best efforts to satisfy itself that this special allowance is properly limited to the use for research and education envisaged under WMO Resolution 40. The Originator reserves the right, in order to secure that the conditions will be honoured, to request, through the Permanent Representative of the country concerned, those entities which wish to make use of the data and/or products for research and education to sign a statement recognising that they have been made aware of the conditions.

9. Except for specific agreements provided for in paragraphs 5 to 8, and unless the transmission of data and/or products is directed towards NMSs with no other possibilities or means of reception, any redistribution of the data and products, physically or electronically, outside the territory of the Recipient, directly or through a third party which makes the data and products available for commercial use, is considered to be in breach of these conditions.

10. The above Conditions are effective from 1 July 2000, and replace previous conditions issued by the Originator.