

WeStCOMS End User License Agreement

The West Scotland Coastal Ocean Modelling system ("WeStCOMS") source code consists of two authorised source codes (WRF and FVCOM developed by the 3rd parties) and a set of scripts and codes which enable to integrate numerically regional coupled ocean-atmosphere hydrodynamics in the near-real-time at High-Performance Computer. The WeStCOMS output consists of digital data files, which contain continuous three-dimensional physical parameters distribution over the atmosphere and in the seas of the West Scotland. The source code and scripting to perform WeStCOMS daily and weekly operations has been developed in the Scottish Association for Marine Science led by Dr. D. Aleynik. All copyrights to the WeStCOMS code are reserved. Unauthorized reproduction and redistribution of the WeStCOMS digital data and code are expressly prohibited except as allowed in this License (**A**).

The numerical core of the WeStCOMS is the Finite-Volume Coastal Ocean Model ("FVCOM") source code, which has been developed in the Marine Ecosystem Dynamics Modelling Laboratory led by Dr. C. Chen at the University of Massachusetts – Dartmouth (UMASS-D) in collaboration with Dr. R. Beardsley at the Woods Hole Oceanographic Institution. All copyrights to the standalone FVCOM code are reserved by the originators and require signing their own License agreement for code usage (**B**). The Weather Research Forecast ("WRF") is the open-source mesoscale numerical weather prediction system developed at University Corporation for Atmospheric Research in partnerships with wide range of relevant US agencies.

The purpose of this Agreement is to define the conditions under which SAMS grants the Licence Holder, on a non-exclusive and temporary basis, a non-transferable right to use WeStCOMS products. This right of use includes the right to reproduce, modify, integrate and incorporate WeStCOMS products for the user's own internal use:

Licence Holder Project Title: _____

Licence Holder Project duration: _____, start date _____, end date _____.

The Right of use will expire at the term of the Agreement and does not allow the Licence Holder to transfer to a third party, sell or distribute WeStCOMS products.

A. Permitted Use and Restrictions on Redistribution. The user agrees, that he/she will use the WeStCOMS digital output and source code, and any modifications to the WeStCOMS source code that the user may create, solely for internal purposes and shall not distribute or transfer the WeStCOMS output data and source code or modifications to it to any person or third parties not participating in their primary *academic* research or *commercial* project, or intend to use for commercial purposes, without prior written permission from Dr. D. Aleynik. The term "commercial," as used in this End User License Agreement, means its intended use, which includes (a) is undertaken in the hope of obtaining profit, or (b) is intended to produce work, services, or data for commercial use.

B. Mandatory Participation in the FVCOM Community

The user agrees to openly participate in the worldwide FVCOM user community and subscription FVCOM licence agreement (Contact Drs. C. Chen, G. Cowles, or R. Beardsley).

C. SAMS Liabilities

SAMS cannot be held responsible or liable for consequences, whether directly or indirectly, of the interpretation, the use, any modified product, or the accuracy of final outputs by the user produced from the information provided.

D. WeStCOMS Validation

The user agrees to inform Dr. Aleynik about any WeStCOMS model validation test case conducted by the user before formal publication of the test case results. This step is intended to minimize potential errors in gridding, model setup, boundary conditions and coding that could contribute to poor model performance in the validation test case. There is no intent here to exercise any prior restraint on publication.

E. Publication of WeStCOMS Results

The user agrees to acknowledge WeStCOMS in any publications resulting from the use of the FVCOM source code. The user agrees to use the name "WeStCOMS" to refer to the model.

I (___agree/___disagree) to the terms of the WeStCOMS End User License Agreement:

Signature: _____

Printed Name: _____

Date: _____

F. Initial Username and Password (Please print) (reserved)

User email: _____ User password: _____

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