

Minutes

Participants

Flat-Rate ALADIN MoU5 Representatives	Nuno Lopes (Portugal)
	Mehmet Fatih Büyükkasabbaşı (Türkiye)
	Subs.: Siham Sbi (Morocco)
RC-LACE-MoU5 Representatives	Florinela Georgescu (Romania), chair
	Radmila Brozkova (Czech Republic)
	Subs.: Jure Cedilnik (Slovenia) <i>absent</i>
HIRLAM-C Representatives	Taimar Ala (Estonia)
	Jørn Kristiansen (Norway)
	Subs.: Ben Wichers Schreur (Netherlands) <i>absent</i>
Météo-France Representatives	Natacha Bernier
	Alain Joly <i>absent</i>
	Subs.: Samuel Morin <i>absent</i>
ACCORD PM	Claude Fischer
ACCORD CSS	Anne-Lise Dhomps

1. Opening

Florinela (PAC chair) welcomed the participants.

2. Adoption of the agenda.

The agenda was unanimously adopted. Florinela gave the floor to Claude for a brief introduction of item 3.

3. Licensing the codes for the purpose of scientific publication

Claude explained that in ACCORD, there are 2 licensing schemes so far, one for research and one for benchmarking.

Recently the need to provide access to the code to scientific journals has appeared. As an example Copernicus now demands that authors provide access to the codes used to produce the results shown in their submitted papers. Without access, the publication will be rejected.

Such a drastic standpoint might in future spread to other editing institutions, since the access to data and codes is becoming increasingly common in the context of open science. Already the stand taken by Copernicus is threatening the possibility of some ACCORD teams to publish in specialized Journals relevant for their specific results. This consideration makes it highly mandatory for ACCORD to discuss a way of licensing its common codes for this purpose.

Based on a proposal by the Bureau, the ACCORD Assembly agreed (by e-mail consultation) to convene PAC to discuss the issue.

Florinela thanked Claude for the introduction and opened the floor to PAC members.

Jorn: ECMWF has a similar licensing. Is the draft inspired from it ?

Claude: No, the text is derived from the ACCORD research licence, but it contains elements of the ECMWF licence.

The ECMWF licence has a strong legal orientation while the research licence in ACCORD had already been used a few times per year by teams in the consortium. Thus I found it more relevant to start from our research licence and align it with the relevant parts of the ECMWF licence. This methodology was adopted in liaison with the team in Belgium (who has had a very recent issue to solve).

As an example, we took care to specify that the code will be provided to the scientific editor and to the reviewers only, though it is not possible to ask for their names (the Journal would request them to remain anonymous). Instead, the people who are engaged by the licence are representatives of respectively the ACCORD institute (as licensor) and of the Editing Institution (as licensee).

Jorn: I do agree. However, I would like to discuss which journals should be targeted.

Copernicus is fine, but other journals ? we might not know who they are. Has this aspect been discussed ?

Radmila: If we go for that solution, how big a piece of code should we give ? I guess it wouldn't be possible to provide the whole code. What is the practice at ECMWF ?

Claude: (answer to Radmila) in the example I've checked, ECMWF referred to the OpenIFS repository as the main code access possibility for now. In addition, a specific access was provided to the part of the code where the new idea in relation to the publication had been developed.

Radmila: It is doubtful that editors will be able to use the code for some test.

Claude: we should be expecting that sometimes access to only a specific piece of code could be enough. However for other scientific works, a fair large part of the code system might be relevant. Think of a scientific paper including results from full data assimilation experiments (however

complex such a large piece of code certainly would look like for a reviewer !).

To mitigate this, access to a set of the source code and/or to a defined version, but not to all the data needed to run that code version routinely, could be envisaged.

Any team could make available a set of specific codes from a specific code version. The precise scope of the code to be licensed probably will have to be discussed on a case-by-case basis between the authors and the editor.

Radmila: *(reflecting on Jørn's comment) So far we are choosing journals which do not require access to the code, but if the practice is evolving ...*

Natacha: *Some institutes have their own guidelines as to which journals they can publish or not. So it wouldn't be easy to have a given list that would suit everyone.*

I would also like to add that in MF we do approve the use of open access. We are in favour of sharing the codes without DA in an open source way. ECMWF is already thinking in that way.

Jørn: *We could have a preamble stating that we respect every Member's choice regarding the Journals in which they want to publish.*

Claude: *if you wanted to put a preamble about the choice of journals, it should indeed not be too restrictive. A flexible and very open choice would be the most appropriate if one thinks of scientific publications.*

Taimar: *I want to clarify. We actually do not question the fact that licensing is needed in order to maintain the scientific credibility of ACCORD. Then the remaining question by opening the code in this way would be which part of the code would be concerned ?*

Natacha: *For the DA code we should be more careful. There are still too many differences and open issues between public/private initiatives on AI, the way the private actor engages into using our data for developing AI and so on.*

The DA code is our added value so far in this respect, so we shouldn't open it up.

Florinela: *I agree we have to remain careful about the open access.*

Claude: *I propose PAC to review an intermediate outcome of the discussion so far, because we have been discussing both the specific licensing for publications and the more general issue of making parts of our code open source.*

From the discussion we had so far I think that is is consensual:

- *To not make any recommendation about which journals, each member should choose wisely.*
- *To have a specific licensing for publications enabling every team to engage with editors.*

Along these lines, do you agree on the drafted recommendations presented in the preparatory document ?

From the items discussed until now, a question could be whether we should add any recommendation about the scope of the code to be licensed. Either along the lines mentioned by Radmila (just some routines) or by Natacha (forecast ok, careful about DA) ?

Natacha: *The drafted recommendations are ok as they are. We can go ahead with the licensing for publication in order to provide a short term solution to the teams.*

Regarding an open source policy of the codes, this is a slower process. Maybe you could consider going back to the PAC after a discussion with ECMWF, to be sure we align.

Jorn: I agree with Natacha and on being cautious about DA. We are not ready to open the DA codes yet.

Claude: Do you mean that in the context of short term access we should explain and recommend for the time being to not consider publishing DA results in open access journals ?

Jorn: No, not that far. I do not think we have any issues with publishing DA content in open data journals so far.

Claude: OK so then a PAC recommendation could be that the scope of the code to be licensed for a publication should encompass the part which has the scientific innovation, and any part used to produce the results. The precise scope will have to be discussed on a case by case basis.

Regarding an open source code policy more generally, further steps should be taken with respect to ECMWF.

Siham: Should we add in the recommendations that the codes are provided without the possibility to run them ?

Natacha: We probably don't need this precision. The license text already explains that production activity is not possible.

Radmila: even if we go for some open source, ACCORD will still have to license the codes in the future.

Claude: Agree, however ACCORD will have to discuss an appropriate open source license in due time.

We are getting close to the end of the meeting. Could PAC check the suggested recommendations, amended by the outcome of the discussions today ?
Can we work by sharing them on the screen ?

Florinela: Agreed.

4. Review of PAC recommendations

The members of PAC reviewed the recommendations in screen-sharing mode.

Preamble: PAC recognizes the need to provide some access to the codes during a peer-review process, in order to maintain the scientific credibility of ACCORD in the context of international publications and open science. PAC noted that the choice of international scientific Journals for publishing results obtained with the ACCORD common codes should be left entirely to the Members.

PAC recommends the Assembly to approve the following content of the license.

The elements that should be present in the license include:

- the licensor is a representative of an ACCORD Member NHMS, hosting at least one co-author and hosting the corresponding author,
- the licensee is a representative of the institution editing the scientific Journal targeted for the

- publication of the article under consideration in a peer-review process,
- the license shall be only for the purpose of providing access to the ACCORD common codes during the peer-review process for a scientific publication,
 - the parts of the codes that will be provided should be those that are considered necessary and relevant for any editor and/or reviewer,
 - the licence shall contain explicit references to the title of the paper and to the authors, including the corresponding author, as well as to the name of the Journal and the institution editing this Journal,
 - the license shall stipulate that the access is provided for a limited duration of time,
 - access to the codes is provided to the scientific editor (the person who supervises the peer-review of the paper) and to a limited number of reviewers, with the understanding that the names of the reviewers remain unknown to the licensor.

The draft license template can be used as a start of a negotiation with an Editor (see Annex below).

PAC furthermore recommends that ACCORD takes further steps with ECMWF in order to discuss the way forward regarding licensing the joint IFS/Arpege/LAM codes in an open source format.

5. Renewal of PAC composition

No time left.

6. AOB

None.

7. Closing

Florinela and Claude thanked the participants for the good and fruitful discussion.

Florinela closed the meeting at 12:05.

ANNEX. Draft example of an ACCORD license template to provide an access to the codes for the purpose of scientific publication

Highlighted text in **green** and **yellow** is text that has to be adapted from case to case.

License to use the computer codes of the ACCORD numerical weather prediction codes for a peer-review in a scientific Journal

Preamble: The first Memorandum of Understanding (MoU1) of the ACCORD consortium has been adopted by the consortium Members on 27 November 2020, and is available here: <http://www.accord-nwp.org/?ACCORD-MoU-2021-2025>.

“ACCORD” is the name given to the consortium by the Members’ Assembly in its meeting on 27 November 2020.

Considering that:

- The ACCORD consortium, composed of National Meteo-Hydrological Services (NMHS) of Europe and Northern Africa[1], jointly develops computer codes for numerical weather prediction on limited area domains under the generic name “ACCORD common codes”;
- The definition of the “ACCORD common codes” follows the definition and any additional material as provided in MoU1, especially Article 1 items 4-6-7;
- The ACCORD common codes also utilize parts of the IFS-Arpege software jointly developed by Météo-France and ECMWF, including some codes provided by third-parties;
- Météo-France is a Member of the ACCORD consortium;
- Codes owned by ECMWF are generally accessible to the Member and Cooperating States of ECMWF;
- Météo-France has concluded with ECMWF an “IFS-Arpege agreement” that regulates the access to and use of ECMWF software by Members of the consortium who are not Member or Cooperating States of ECMWF and lists the rights of use of codes provided by third-parties;
- Article 9 of the ACCORD MoU1 describes the rules of Intellectual Property Rights that apply to the common codes;
- Article 10 of the ACCORD MoU1 refers to licensing the common codes to Third Parties by any ACCORD Member. This includes licensing for non-commercial research of interest to weather services, to another organization of a Member’s home country or to the NMHS of a Member or Cooperating State of ECMWF which is not a Member;

The undersigned:

- **The Royal Meteorological Institute of Belgium, Ringlaan 3, B-1180, Brussels Belgium,** Member of the ACCORD Consortium, referred hereafter as “the Licensor”, represented by **Piet Termonia**
- **Copernicus Gesellschaft mbH, a publishing company based in Göttingen and registered in HRB 131 298 County Court Göttingen. Bahnhofsallee 1e 37081 Göttingen Germany,** referred hereafter as “the Licensee”, represented by **Mr Martin Rasmussen (+49 551 90 03 39 11),** Email address: **martin.rasmussen@copernicus.org**

Agree to the following:

1. The Licensor grants the Licensee access to computer codes of the ACCORD common codes solely for review of the manuscript entitled *Validation of the ALARO1-SFX (CY43T2) regional climate model over Belgium across different resolutions* (hereafter “the Article”) submitted by Dewettinck et al for publication in the journal “Geoscientific Model Development” (hereafter “the Journal”), which is based on or related to the licensed code. The Licensor shall rely upon the Licensee to manage and ensure that use of the code under this licence is limited to the sole purpose of the review.
2. This license is valid from 1 August 2025 to 31 July 2027 (period of three years maximum).

Obligations of the Licensor:

3. The Licensor warrants that the list of codes provided to the Licensee include only parts owned by the ACCORD consortium, or codes of ECMWF, Météo-France or third-parties allowed by the IFS-Arpege agreement between ECMWF and Météo-France.
4. The Licensor will send to ECMWF, Météo-France and the ACCORD Assembly a copy of the present License Agreement and of the list of codes provided to the Licensee.
5. The Members of the ACCORD consortium do not guarantee the correctness of the licensed codes in any sense, nor do they accept any responsibility for their maintenance or updating.
6. The Members of the ACCORD consortium accept no responsibility for damage, financially or otherwise, caused by the use of any part of the licensed codes.

Obligations of the Licensee:

7. The Licensee shall not have access to the original repository of the ACCORD common codes, but to separate authorized copies of the codes that he will keep under his own responsibility.
8. The Licensee is allowed to pass the codes to the editor of the manuscript of the Article and to two additional reviewers whose identities shall be known only to the Licensee, the editor and the two reviewers being referred to hereafter as “the Reviewers”.
9. The Licensee shall not pass on or sell the licensed codes under this agreement to any other third party. The Licensee shall take all appropriate measures to ensure that the Reviewers likewise do not pass on or sell the licensed codes to any other third party.
10. The Licensee shall not distribute or sell meteorological or climatological products based on outputs of the codes licensed to him under this agreement. The only exception is a posteriori distribution of products in the Article that are the normal outcome of research activities. The Licensee shall take all appropriate measures to ensure that the Reviewers likewise do not distribute or sell meteorological or climatological products based on outputs of the codes licensed under this agreement.
11. The Licensee shall restrict the Use of the licensed codes solely for review in association with the publication of the Article in the Journal. The Licensee shall take all appropriate measures during the review process and/or during the period of validity of this license to ensure that use of the licensed code is strictly limited to this Use.
12. At the end of the review of the Article for the Journal and/or at the end of the period of validity of this license, the Licensee will destroy the codes unless a renewal of the license is granted by the Licensor. The licensee shall furthermore remove the access to the codes for the Reviewers and ensure that the Reviewers destroy their copies of the codes.

In case of non-respect of the Licensee obligations, the Licensor is entitled to terminate this license agreement without notice and require that the Licensee destroy the codes.

Any dispute concerning this license, its validity, its interpretation or any circumstance in connection therewith shall be solved amicably if possible. An arbitration panel consisting of one member from each of the parties shall be formed and shall propose a settlement of the dispute. In case an agreement cannot be found by the arbitration panel, the parties agree here that any further dispute regarding the License or use thereof shall be governed by the national law of [the home country of the Licensor].

Made on [day-month-year]

For the Licensor

(signature)

For the Licensee

(signature)

[1] The Consortium currently is composed of the NMHSs of Algeria, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Hungary, Iceland, Ireland, Lithuania, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Tunisia, Türkiye