

NATIONAL ATMOSPHERIC OBSERVATORY KOŠETICE

ACTRIS-CZ LICENSE TERMS

1. These ACTRIS-CZ License Terms and Conditions (hereinafter referred to as "LPA") define the basic range of rights and obligations for obtaining and using the Products and Services of the Czech National Atmospheric Observatory Košetice (hereinafter referred to as "NAOK"), located on the premises of the Košetice Observatory, 395 01 Křešín.
2. The provider of the Products and Services of the CHMI is the Czech Hydrometeorological Institute (hereinafter referred to as "CHMI"), CIN. 00020699, Na Šabatce 2050/17, 143 06 Praha 4-Komořany.
3. Products and Services of the CHMI can only be requested on the basis of an on-line application, see: <https://www.actris.cz>.
4. The assessment of the application and the settlement of the claim for the provision of the Products and Services of the CHMI is subject to the opinion and assessment of the ACTRIS-CZ expert board and the submission of the application does not automatically give the applicant a legal right to obtain them.
5. Products and Services of the CHMI provided from the NAOK area are free of charge if the request relates to an applicant who has used the ACTRIS-CZ infrastructure with or without residence on the basis of an OPEN ACCESS - ACTRIS-CZ INFRASTRUCTURE application, or if the request relates to cooperating entities.
6. Otherwise, CHMI is entitled to charge for CHMI Products and Services and their provision is subject to the General Terms and Conditions, which are located at <https://www.chmi.cz/informace-pro-vas/nabizene-sluzby/vseobecne-obchodni-podminky>.
7. The Products and Services of the CHMI shall always be received by the applicant or a cooperating entity as an end user ("User"), i.e. all further use of the Products of the CHMI and, if applicable, the establishment of the Services of the CHMI shall be subject to compliance with the Copyright Act and the licence conditions.
8. The CHMI gives a non-exclusive and non-transferable right to the Products and Services of the CHMI, which the user is entitled to use for the implementation of its internal activities or scientific or personal purposes, furthermore, the user is entitled to process the Products of the CHMI, include them in the content of annexes, documents, studies, calculations or expert opinions, or copy them and create derivative works from them without time limitation, unless otherwise specified.
9. The User is obliged to comply with the legal regulations related to the protection of licensing rights, since the CHMI provides Products and Services of the CHMI through international treaties or other binding agreements and is committed to their compliance.
10. User outputs must always include a thank you to the ACTRIS-CZ project (ACTRIS-CZ - LM2023030).
11. The products and services of the CHMI comply with the sectoral, industry, professional and technical standards that are statutorily established for the fields of activity of the CHMI according to the current Measures of the Ministry of the Environment.
12. The User is not obliged to use the right to use the Products and Services of the CHMI in their entirety and their delivery is subject to the agreed method and form of delivery.
13. By accepting the Products of the CHMI or by using the Services of the CHMI, the user is bound by these license terms and conditions of ACTRIS-CZ and is not entitled to sell, share, sublicense, lend, transfer to a third party, obscure or conceal the source, logos and references of the CHMI licenses, unless otherwise specified. Otherwise, the CHMI shall be liable for any damage incurred and any release and unjust enrichment.
14. The CHMI shall not bear any legal liability towards the user and third parties for any damage resulting from the use and processing of the Products and Services of the CHMI obtained under the mark and logo of the CHMI on the basis of the submitted application, and third parties are not entitled to claim or recover such damage from the CHMI by court or other similar proceedings..

LP ACTRIS-CZ/ effective and valid from 1st of January 2023
Approved on 2nd of January 2023

Mgr. Adéla Holubová Šmejkalová Ph.D.
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signature: _____

