MASSACHUSETTS INSTITUTE OF TECHNOLOGY

M.I.T. APPROVAL FOR SOFTWARE TO BE DISTRIBUTED BY OPEN SOURCE OR TO BE PLACED IN THE PUBLIC DOMAIN

M.I.T. Case No. 20139J Case Title: MIT Earth System Model (MESM)				
Case Authors and Addresses:				
Name: Address:	Jean-Michel Campin	Name: Address:	Erwan Monier	
Name: Address:	Stephanie Dutkiewicz	Name: Address:	Ronald George Prinn	
Name: Address:	Xiang Gao	Name: Address:	C. Adam Schlosser	
Name: Address:	David W. Kicklighter	Name: Address:	Jeffery R. Scott	
Name: Address:	Paul Natsuo Kishimoto	Name: Address:	Andrei P. Sokolov	
Name: Address:	Jerry M. Melillo	Name: Address:	Chien Wang	
Name: Address:	Noelle E. Selin	Name: Address:		

(names and addresses of additional case authors, if any, provided on attached sheet)

M.I.T. agrees that the software described in the above referenced case shall be distributed by the MESM Public Release License Agreement attached.

Please understand that this approval does not waive, relinquish, or grant any rights M.I.T. may have in any patentable or patented invention implemented by the software. In addition, if this software is further developed by your making significant use of M.I.T.-administered funds or facilities such that substantial new functionality is added or a new version is implemented, you must submit a new request if you wish that new development to be placed in the public domain or to be distributed by open source.

01 November 2018 Date:	Massachusetts Institute of Technology
	John H. Turner, Jr.
	Name: Name: Name: Jr.
	Title: Senior Associate Director
	Technology Licensing Office

MESM Public Release License Agreement

August 3, 2018

"Copyright 2017. Massachusetts Institute of Technology. All Rights Reserved."

The Massachusetts Institute of Technology ("MIT"), a non-profit institution of higher education, in concert with The MIT Joint Program on the Science and Policy of Global Change ("the Joint Program") agree to make this version of the downloadable software known as MESM, the MIT Earth System Model of intermediate complexity, and documentation, if any, (collectively, the "Software Model") available to you without charge for non-commercial Research and Educational purposes, subject to the terms and conditions below.

We are licensing the model in source code form. Any changes made to the licensed version of the MESM are the responsibility of the user. There is no user support for the code.

Note: we kindly acknowledge the European Centre for Medium-Range Weather Forecasts (ECMWF) for providing some of the language used in these license terms.

DEFINITIONS

Research: any project for non-commercial research purposes. Such a project may take place at a university or a private company, as long as there is no money to be made from the project. An additional necessary condition for the recognition of non-commercial purposes is that all the results obtained are openly available at delivery costs only, without any delay linked to commercial objectives.

Education: any use of the model, by a school, university, scientific institute or similar (private or institutional), solely for educational purposes.

CONDITIONS

- 1. The definitions of Research and Educational use must be met.
- 2. Note that open publication of a study is in itself not a sufficient condition, thus for example the following are not regarded as qualifying research or educational projects;
- studies carried out and published to meet a legal requirement (e.g. site study);
- studies carried out which give an economic advantage for a particular user or group of users.
 In these cases a specific agreement must be negotiated between the Joint Program and the beneficiary.
- 3. Note that an activity is considered as being commercial and therefore cannot benefit from these conditions: if it involves any development which will subsequently be the object of, or will contribute to a sale, a license or a right of use (software, publication, and so forth), the filing of a patent, the realization of tools or teaching material being for sale or contributing to a sale. In these cases a specific agreement must be negotiated between the Joint Program and the beneficiary. If, in an unforeseen manner, research or education projects having benefited from free access, then lead to the development of software, the filing of patents, the realization of tools or teaching materials which may then be used for commercial purposes, the beneficiary agrees not to authorize such commercial use before having entered into a specific agreement with the Joint Program. Should such an agreement prove impossible, the beneficiary must refund to the Joint Program the actual estimated value of the model.

- 4. Any publication containing results from the Software Model, or a modified version of the Software Model, must include the following text in the acknowledgments section: "Some results in this paper were derived from a modified version of the MIT Earth System Model (MESM). Modifications of the model and interpretation of the results are the responsibility of the authors." The publication must also cite the following paper:
 - Sokolov, A., A. Schlosser, C. Wang, E. Monier, B. Brown-Steiner, R. Prinn, C. Forest, X. Gao, A. Libardoni, S. Eastham: Description and Evaluation of the MIT Earth System Model (MESM). *Journal of Advances in Modeling Earth Systems*, doi: 10.1029/2018MS001277, 2018.
- 5. The names of MIT, the Joint Program, the Software Model title, or the names of MIT employees or researchers shall not be used, nor the trademarks of the Massachusetts Institute of Technology or Lincoln Laboratory, nor any adaptation thereof, in any advertising, promotional or sales literature without prior written consent obtained from MIT in each case, except when giving appropriate credits in professional journals and publications as described in Section 4 above.
- 6. Any party which publishes results from a modification of the Software Model must also publish the source code of their modifications, in the same form as the Software Model is here released, and under the same license terms. Said party must cause the modified files to carry prominent notices stating that the files were changed and the date of the change.
- 7. Redistributions of the Software Model and any modifications of the Software Model, in whole or in part, in both source code and binary forms, must also include this complete license agreement. Also, all users of original and modified versions of the Software Model must indicate their consent to this license agreement by completing the appropriate forms on the Joint Program website at http://globalchange.mit.edu/.
- 8. The license granted herein shall not be construed to confer any rights by implication, estoppel, or otherwise except as specifically set forth herein. The intellectual property rights on and title to the Software Model and materials (including copyright) shall remain with MIT and any copies of the Software Model or portions thereof made in accordance with the rights granted hereunder shall include an MIT copyright notice thereon.
- 9. MIT and the Joint Program assume no obligation to provide technical support, services or maintenance of any type with respect to the Software Model, including assistance with running the model, understanding the results, or modifying the model. The entire risk as to the quality and performance of the Software Model is borne by you. You acknowledge that the Software Model may contain errors or bugs. You must determine whether the Software sufficiently meets your requirements.
- 10. THE SOFTWARE MODEL IS PROVIDED "AS IS" AND MIT MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SOFTWARE MODEL, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT SHALL MIT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. To the extent permitted by applicable law, you agree to indemnify, defend, and hold harmless MIT and its directors, officers, representatives, employees, and agents against all losses, expenses (including without limitation any legal expenses), claims, demands, suits, or other actions arising from your use of the Software. This disclaimer of warranty and indemnification constitute an essential part of this Agreement.