

**STW LICENSE AGREEMENT**

SMHI Dnr 2020/225/2.71

AGREEMENT, governing licensing to run the oil spill model SeaTrackWeb (STW), between the Swedish Meteorological and Hydrological Institute ("SMHI") and:

Environmental Protection Agency  
A. Juozapavicius g. 9,  
LT-09311 Vilnius  
Lithuania

**1 License**

SMHI grants authorized access to the Licensee for running STW HELCOM version.

SMHI also provides support weekdays between 8 am. and 4 pm. CET (Central European Time Zone) Send an e-mail to [seatrackweb@smhi.se](mailto:seatrackweb@smhi.se)

The license is valid for all government agencies, except for the University. The license does not apply to commercial operators.

The contact person at the licensee notifies SMHI which ones shall have access to STW.

**1.1 Proprietary rights**

The Licensee obtains only the rights to use STW in accordance with the conditions agreed.

The Licensee may not distribute, rent, lease or otherwise disseminate the login and password under other conditions or for other purposes than stated in this agreement.

**2 Limited liability**

As computer programmes are inherently complex they may contain minor errors, the Licensee is advised to validate his work and results. When using, the Licensee, acknowledges that SMHI has taken every precaution to avoid errors. SMHI is not responsible for damages arising from use of STW. It is the responsibility of the Licensee to make sure that it provides satisfactory solutions and results. In no event shall SMHI be liable for direct, indirect, special, incidental or consequential damages arising from the use of STW.

**3 Confidentiality**

Neither the Licensee nor SMHI shall disclose or use any confidential, proprietary or trade secret information provided from one to the other, except as required by this agreement.

Both Parties shall be held liable for any misuse by themselves, their employees, their associates or any third party of information received.

**4 Price**

License fee begins from 1 June 2024 until 31 December 2024. Price is 2392 EURO. If latter becomes funding for the run of STW for the Baltic Sea, through HELCOM or otherwise, we stop taking license fee directly and STW will be free to use.

**5 Terms of payment**

Invoice will be sent till the end of July. Payment is due within 30 days of the invoice date.

Interest on overdue payment is in accordance with Section 6 of the Interest Act (1975:635) with reference rate +8 %.

## **6 Disputes**

Any dispute, controversy or claim between the Parties hereto arising out of or in connection with this contract; or the breach, termination or invalidity thereof; may by either Party, within one year of the occurrence giving rise to the dispute, be submitted for settlement by arbitration according to the International Chamber of Commerce Arbitration Rules.

The arbitration proceedings shall, unless otherwise agreed by the Parties, be held at the Chamber of Commerce in Stockholm, Sweden, with English as the official language.

This contract shall be governed by the law of the Kingdom of Sweden.

## **7 Term and Termination**

The license is valid from 1<sup>st</sup> of June until 31<sup>st</sup> of December 2024.

SMHI shall be entitled to suspend or terminate this license agreement with immediate effect if the Licensee commits a breach of contract and fails to remedy the breach within thirty days of notification.

Under the guidance of the Minister of the Environment of the Republic of Lithuania in 2011 June 28 order no. D1-508 "Regarding the approval of the description of the procedure for the application of environmental protection criteria in green procurement" (version of December 13, 2022 No. D1-401) (hereinafter - the Description of the Procedure) 4.4.4.1. paragraph, in the performance of the Agreement, comply with the following environmental requirements: reduce paper consumption, refuse unnecessary copying and printing of documents. Technical documentation, transfer-acceptance acts, invoices or other documentation are provided only in electronic format, signed with an electronic signature (except in cases where the supplier is a foreign representative), in this way less natural resources will be consumed to provide Services. In exceptional cases, paper documents related to the execution of the Agreement may also be submitted, if this is mandatory according to legislation and/or the Buyer indicates such necessity. If it is necessary to print documents, paper must be used that complies with the minimum environmental protection criteria set out in Chapter 1 "Paper and its products" of Appendix 2 of the Regulations.

## **8 Contact**

## **9 Entire Agreement**

This contract constitutes the one and only License agreement between the Parties relating to STW and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral. By signing this Agreement, the Licensee and SMHI confirm that they have read and understood the Agreement and that they agree to abide by its terms and conditions.



IN WITNESS WHEREOF, the Parties here to have caused this Agreement to be executed by their duly authorised and empowered officers and representatives.

For SMHI

Date: 26/9 -2024

Location: Norrköning

For Environmental Protection Agency

Date: 26/09/2024

Location: VILNIUS, LITHUANIA

This Agreement has been drawn up in two identical originals of which each Party has one.