

CSIP Conditions of Use



NERC-Met Office agreement

Meteorological Office (UKMO) data supplied through NERC Data Centres to bona fide research programmes.

Conditions of Use

Arrangements have been set in place whereby bona fide academic researchers working on agreed NERC-endorsed scientific programmes may obtain access on favourable terms to UKMO data (and associated software). To streamline the process, UKMO is providing relevant datasets / software 'wholesale' to NERC and NERC will then undertake the subsequent sublicensing and distribution to individual scientists.

The British Atmospheric Data Centre and the British Oceanographic Data Centre will handle requirements for the atmospheric and oceanographic user communities respectively. Requests for UKMO data / software should therefore be sent to the appropriate Data Centre and not directly to UKMO.

UKMO data / software so obtained may be used solely for the purpose for which they were supplied. They may **not** be used for **any** other projects unless specific prior permission has been obtained in writing from the UKMO by a NERC Data Centre. Note that this applies even for other bona fide academic work.

UKMO does not discourage the use of its data for commercial applications, but different licensing arrangements and charges will apply. Should any commercial prospects emerge subsequent to the original supply of the data, the licensing position must be clarified, and any appropriate fees negotiated with UKMO before such prospects are followed up.

Data sets must not be passed on to third parties under **any** circumstances. Any scientist requiring data which happens to have been supplied already to someone else, even within the same institute or programme of research, **must** first approach one of the NERC Data Centres, who have agreed to maintain records of data users for UKMO.

Once the project work using the data has been completed, copies of the datasets and software held by the end user should be deleted, unless permission has been obtained for them to be retained for some alternative use.

It is to be expected that 'bona fide academic research' using the data will eventually result in scientific publications in the open literature. The Data Centres will request details of such publications in due course, and if they do not arise UKMO may seek further evidence that this was at least the intention at the outset of the research. Scientific papers must give due credit to UKMO, either through acknowledgement or, if the data provide a significant basis of the work, co-authorship. Any processed / derived datasets resulting from the project should be made available to the appropriate NERC Data Centre for licensing / transfer to other researchers and the UKMO.

The copyright / intellectual property rights of any data, software, information or documentation so supplied by UKMO in support of such a programme are retained by the original owner (generally the UKMO or its subcontractors). UKMO will protect its IPR by legal action if there is misuse of these rights such as the passing on of data to other third parties. **NERC recognises that some data holdings supplied by UKMO under the arrangements are commercially valuable : the recipients of data are under an obligation to respect the terms and conditions of data supply, and to have regard to the security of datasets entrusted to them.** Any infringement, whether by deliberate abuse or negligence, will be regarded extremely seriously by NERC, as endangering Council's own reputation and the integrity of the NERC supported scientific community. The introduction of sanctions against individuals or Departments may be considered if breaches occur.

Warranty and Liability :

The data were originally collected for the purposes of UKMO, and no warranty is given as to their suitability for use by the recipient.

NERC and its subcontractors shall have no liability for any loss, damage, claim, demand, cost or expense directly or indirectly arising from any use, receipt or supply of data under this agreement.

The User undertakes to keep NERC fully and effectively indemnified against all losses, damages, claims, demands, costs and expenses which NERC or its subcontractors may incur as a result of any breach by the User of any term contained within the Agreement between UKMO and NERC.

NERC shall have no liability to the User or any third party for loss of profits or revenue, or loss of use or abortive expenditure, or death or personal injury, or any other indirect or consequential loss however arising (including, without any limitation, whether from breach of contract), except for death or personal injury caused by the negligence of NERC.

Excess Charges

Any additional or interest charges incurred by NERC as part of the Agreement with UKMO will be passed on to the User if they occur

Any additional, or interest, charges incurred by NERC as part of the Agreement with UKMO will be passed on to the user if they occur as a consequence of delayed payment to NERC or its subcontractors.

UFAM Data Protocol

The aims of the Data Protocol are:

- to encourage rapid dissemination of scientific results from UFAM;
- to protect the rights of the individual scientists making use of UFAM instruments;
- to ensure that all involved researchers are treated equitably;
- to ensure the quality of the data in the UFAM data archive.

These aims conflict at times, and it is hoped that the provisions of this protocol will resolve these conflicts fairly. It is recognised that this cannot always be achieved to everyone's complete satisfaction. There are likely to be cases where individual interests clash with those of UFAM. Therefore to try to meet these aims, all PIs, Co-Is and Instrument Scientists involved in UFAM must agree to abide by the following conditions:

1. UFAM data produced under the auspices of a NERC Thematic Programme will be subject to the Data Protocol of that programme.
2. UFAM data and model results produced during campaigns and projects will be made available to all relevant participants, and to those participants only, during a restricted access period ending one year after the concerned project end date, after which data and model results will be released to the public domain. At an investigator's request, access may be extended to personally authorised collaborators.
3. The designated data centre for UFAM-derived data is the BADC.
4. The longevity of validated raw data must be ensured in a secure archive, possibly, but not necessarily at the BADC. Details pertaining to the validated raw data (i.e. metadata), whether or not archived at BADC, must be sent to the BADC, as well as information on how to access the data.
5. Preliminary datasets will normally be made available to other UFAM collaborators as soon as possible (usually via the Collaborative workspaces on CAST?, hosted by the BADC). Any corrections or amendments to the preliminary data should be announced as soon as possible.
6. Validated processed data (i.e. datasets in their final form) must be archived at the designated UFAM data centre with the required metadata. A data submission date should be arranged by the data providers and the BADC. Archival should take place no later than this agreed date.
7. Results of model studies feeding or accompanying UFAM campaign/project data analysis can be made available via the BADC.
8. Data produced outside of the auspices of NERC programmes and campaigns should be provided to the BADC where possible. Data access restrictions may be stipulated by the data owner on such occasions.
9. Data submitted to the BADC must be in the data format agreed between UFAM investigators and the BADC (NetCDF (following the CF convention) preferred, NASA Ames also accepted). All agreed metadata describing data, models and model results, regardless of their archival location, must be supplied to the BADC. Format and metadata are documented at BADC.
10. It is the responsibility of UFAM Instrument Scientists to provide data, metadata and appropriate documentation to the BADC for all campaigns, projects and routine measurements.
11. It is the responsibility of each Investigator to ensure that the data used in publications are the best available at that time.
12. If measurements or model results from other UFAM-related research is used in a publication by a UFAM project participant, joint authorship must be offered. This does not necessarily have to be accepted, particularly in cases where due credit and acknowledgement can be given in other, possibly more appropriate, ways.
13. Whilst the data are restricted from the public domain (see Clause 2), each investigator has the right to refuse to allow his/her work, whether measurement or calculation, to be used in a publication or presentation prior to the Principal Investigator's own publication of that work.
14. Whilst the data are restricted from the public domain, no data should be transferred to a third party without the originator's consent.
15. In the event of dispute, a scientific steering committee will be set up consisting of the UFAM Lead Scientists and/or the Principal Investigators of the specific campaign or project, who will make a final decision.