

ECMWF E40 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 any occur as a consequence of delayed payment to NERC or its subcontractors.

ECMWF ERA-40 Re-analysis Data Agreement

European Centre for Medium-Range Weather Forecasts (ECMWF) ERA-40 Re-analysis data supplied through NERC Data Centres to bona fide research programmes.

Conditions of Use

In addition to the general UK Meteorological Office conditions of use, the following conditions have also been specified by ECMWF. If there is any apparent conflict in the conditions then the more restrictive condition will apply. For example, the condition in para 3 below, in which commercial use of the data and software is forbidden, overrides the corresponding conditions set out on the UKMO conditions of use.

1. The supplied data and software will not be supplied in whole or in part to any third party without the authorisation of ECMWF.
2. The proprietary rights and copyright of the software remain with ECMWF. The software supplied is intended solely for use with ECMWF data and must not be used for any other purpose.
3. Data and software will not be used for commercial purposes.
4. Articles, papers, or written scientific works of any form, based in whole or in part in data originally obtained from ECMWF, will contain an acknowledgement concerning the supplied data.
5. Although every care has been taken in preparing and testing the data and software, ECMWF cannot guarantee that the data are correct in all circumstances, or that the software will work correctly in all circumstances; neither does ECMWF accept any liability whatsoever for any error or omission in the data or software, or for any loss or damage arising from its use.
6. Access to the data is restricted to the named scientist on this form. The terms and conditions of usage specified in the relevant section of the UKMO conditions-of-use, will be agreed to.