

HIGEM UK 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 ORNL will be passed on to the user if they occur as a consequence of delayed payment to NERC or its subcontractors.

BADC conditions of use

- The BADC will store details of what you intend to use the dataset you have selected for. The principle investigator(s) and other persons needed to administer and monitor the datasets use may be given these details.
- The BADC uses cookies to maintain session information for web downloads.

Terms and Conditions for data and information provided by the NERC/BADC

Exclusion of Liability

Your use of information provided by NERC is at your own risk. Please read any warnings given about the limitations of the information.

NERC gives no warranty as to the quality or accuracy of the information or its suitability for any use. All implied conditions relating to the quality or suitability of the information, and all liabilities arising from the supply of the information (including any liability arising in negligence) are excluded to the fullest extent permitted by law.

NERC gives no warranty as to the accuracy or completeness of data or images in the form in which they are cached or downloaded to your computer, as they may be affected by on-line conditions over which NERC has no control.

Notes on Limitations

- Scientific observations are made according to the prevailing understanding of the subject at the time. The quality of such observations may be affected by subsequent advances in knowledge, improved methods of interpretation, and better access to sampling locations.
- Raw data may have been transcribed from analogue to digital format, or may have been acquired by means of automated measuring techniques. Although such processes are subjected to quality control to ensure reliability where possible, some raw data may have been processed without human intervention and may in consequence contain undetected errors.
- Detail clearly defined and accurately depicted on large-scale maps may be lost when small-scale maps are derived from them.
- Although samples and records are maintained with all reasonable care, there may be some deterioration in the long term.
- The most appropriate techniques for copying original records are used, but there may be some loss of detail and dimensional distortion when such records are copied.
- Data may be compiled from the disparate sources of information at NERC's disposal, including material donated to NERC by third parties, and may not have been subject to any verification or other quality control process.
- Data, information and related records which have been donated to NERC have been produced for a specific purpose, and that may affect the type and completeness of the data recorded and any interpretation. The nature and purpose of data collection, and the age of the resultant material may render it unsuitable for certain applications/uses. You must verify the suitability of the material for your intended usage.
- The data, information and related records supplied by NERC should not be taken as a substitute for specialist interpretations, professional advice and/or detailed site investigations. You must seek professional advice before making technical interpretations on the basis of the materials provided.
- If a report or other output is produced for you on the basis of data you have provided to NERC, or your own data input into a NERC system, please do not rely on it as a source of information about other areas or features.