



# **Conditions for access to ECMWF Meteorological Data and Products**

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# Conditions attached to the free and unrestricted access to ECMWF Meteorological Data and Products by Research and Education

(based on the conditions adopted by ICWED)

## BACKGROUND

Resolution 40, was adopted unanimously by the 12th Congress of the World Meteorological Organisation (WMO). This resolution foresees, as far as the international exchange of meteorological data and products are concerned, that "members should provide to the research and education communities, for their non-commercial activities, free and unrestricted access to all data and products exchanged under the auspices of WMO", free and unrestricted meaning 'non-discriminatory and without charge, ..., at no more than the cost of reproduction and delivery'.

At its 51st session, 02/12/99, the ECMWF Council decided to comply with and adheres without reservation to this practice, for the benefit of research and educational applications. In doing so it has built upon its current policy in realising the potential benefits of providing access to good quality meteorological data to allow those involved in climate and environmental research to bring added benefit to the wider community; and its also incorporates the provision of information for educational use. Under this heading, research and education activities are exempted from contributing to the basic infrastructure, contrary to those which make profits or economies from the use of these same data and products.

## POLICY

ECMWF will provide (directly or through licenced agents) free and unrestricted access to meteorological data and products for educational and research purposes, provided the attached conditions are met.

This free access only applies to data and products. It does not apply to marginal costs: research and educational projects must pay for the direct costs generated by their requirements.

These supplies only concern data and products that belong to ECMWF, or those in stock and for which the owner has explicitly given permission for the application of the same conditions. This is the case in particular for data and products exchanged under the auspices of WMO, and classified as 'essential' or 'additional'. These conditions do not apply when the common rule is more favourable (case of 'essential' data and products for example), or when specific rules are adopted (case of special observing periods of international research experiments for example).

Where ECMWF accepts that the research will be directly beneficial to its own requirements, it may decide to waive some or all of the direct provision costs.

## DEFINITIONS

**Free and unrestricted:** means non-discriminatory and without charge, ..., and no more than the cost of reproduction and delivery (from WMO Resolution 40). Reproduction and delivery includes all direct costs generated by their requirements; including the cost of distribution media, transmission, documentation and direct labour costs of servicing the request.

**Official Duty:** all activities resulting from legal, governmental or intergovernmental requirements relating to defence, civil aviation and the safety of life and property.

**Research:** any project organised by a university, a scientific institute or similar (private or institutional), for non-commercial research purposes only. A 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, and that the research itself is submitted for open publication.

**Education:** any use of data and products, by a school, university, scientific institute or similar (private or institutional), solely for educational purposes, without transmission or re-distribution of these data and products to any further third party, nor use of them to generate a meteorological value-added service.

## 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 ECMWF 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 licence or a right of use (software, publication, ...), the deposit of a patent, the realisation of tools or teaching material being for sale or contributing to a sale. In these cases a specific agreement must be negotiated between ECMWF 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 deposit of patents, the realisation of tools or teaching materials which may then be used for commercial purposes, the beneficiary agrees:
  - to grant to ECMWF all free licences for the use of these software or patents in the framework of its Official Duty. Thus the beneficiary accepts the reciprocity of its own policy in favour of ECMWF;
  - not to authorise such commercial use before having passed a specific agreement with ECMWF. Should such an agreement prove impossible, the beneficiary must refund to ECMWF the actual estimated value of the original data and/or products (cf. paragraph 6).
4. The intellectual property rights on data and products are retained by ECMWF. The supply for research or education purposes will not grant or will not have as a consequence the transfer or surrender of such ownership or intellectual property rights.
5. The use to be made of the data and/or products provided must be stated precisely. All persons associated with the project must be made aware of the conditions attached. No person associated with the project shall, save with the written permission of ECMWF, transfer to a third party any data of the supply, or use for any other purpose.
6. Data and products supplied under the present conditions may be accompanied by an estimation of their value, based upon what would have been invoiced for the same request to an end user. This estimate is recognised by the beneficiary as a contribution by ECMWF to the project. It gives ECMWF the same rights as those granted to other contributors for an equivalent amount.

7. The beneficiary accepts responsibility for all conditions attached and shall indemnify ECMWF for any loss it suffers due to non-compliance of these conditions. ECMWF reserves the right to ask for the destruction or the restitution of data or products supplied at the end of the research programme or educational activity.

8. The beneficiary agrees to make acknowledgement of the origin of the data used in any publication arising out of the use of data. He will provide a copy of these publications, where requested, to ECMWF.

9. The non-compliance of these conditions is prejudicial not only to ECMWF but also to the research and education communities. In consequence, ECMWF reserves the right to withhold either temporarily or permanently access to these conditions, for any establishment which, voluntary or otherwise, does not respect them.

10. The present conditions form part of the legislative framework or regulations supplied in particular by:

- Resolution 40 of the 12th Congress of the WMO (June 1995),
- The European Database Directive (96/9/CE, 11 March 1996),
- Approved rules of ECOMET Economic Interest Grouping.

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