



ACADEMIC LICENCE FOR THE USE OF DATA SUPPLIED BY BODC

RAPID (Rapid Climate Change) Data

PREAMBLE

It is BODC's policy to encourage the use of its data holdings for the advancement of science and to supply data to *bona fide* scientific researchers at a charge not exceeding the marginal costs involved.

Oceanographic data are expensive to collect and, in particular, resources are required to maintain them and to make them available. It is essential that scientists receiving data from BODC do not compromise BODC's ability to recover costs from other users. It is therefore BODC policy to make data available through the mechanism of a licence agreement that formally lays down the conditions under which the data may be used.

The licence agreement also provides a mechanism to restrict the usage of data lodged at BODC on the specific understanding that they will only be made available for scientific research.

Scientists receiving data from BODC are expected to co-operate in making known their intended use of the data and in reporting back on the outcome of that use. Such information is required by BODC as evidence to a) justify the continued maintenance of the data and b) demonstrate the scientific value of making the data available.

CONDITIONS OF USE

1. The data may be used only for *bona fide* research i.e. academic research conducted solely to advance the state of knowledge with the results made freely available and published in the public domain and not used for any commercial gain.
2. The data may be used only for the research specified in the Data Schedule.
3. The data are supplied for the sole use of the person(s) listed in the Data Schedule. The licensed user(s) will take reasonable care of the data to prevent them being accessed by others. **The data, in whole or in part, may not be passed on or made available in any form to third parties in any circumstances without prior written permission from BODC.**
4. BODC gives no warranty as to the accuracy of the data or as to the suitability of the data for their intended use by the recipient.
5. BODC reserves the right to charge the marginal costs involved in supplying the data - such charges will be agreed with the recipient before the data are dispatched.
6. The intellectual property rights in the data remain the property of NERC and/or the originating source(s) supplying the data to BODC.
7. Publications resulting from the use of the data shall include acknowledgement to BODC and to the RAPID programme as detailed below:

"This study uses data from the Rapid Climate Change programme, provided by the British Oceanographic Data Centre and supported by the Natural Environment Research Council."

The originating source(s) supplying the data to BODC as listed in the Data Schedule should be kept informed about how the data are being used and should be duly acknowledged in any exploitation of those data. Due acknowledgement is considered to be co-authorship, specific reference/acknowledgement to the data source or a share of any financial reward. The form of this should be negotiated between the data originator and the data exploiter.

8. The licence is non-exclusive and is time limited for a maximum period of two years from the date the data are dispatched by BODC. Continued use after this period requires the licence to be renewed.
9. Once the research for which the data are required has been completed or the licence has terminated (whichever is earlier), the recipient shall:
 - a) inform BODC of the outputs to which the data have contributed e.g. references to scientific publications or reports

- b) offer to BODC, if requested and without charge, a copy of any value added data set or product derived from the data
 - c) inform BODC of any inaccuracies or errors detected in the data
 - d) delete the data from any local data collections in which they may be held
 - e) confirm in writing to BODC that all copies of the data have been destroyed or returned to BODC
10. BODC is entitled to terminate the licence at any time if the Conditions of Use are not observed and may revoke academic privileges in future if there is unauthorised redistribution of the data or the data are re-used for commercial purposes.

DATA SCHEDULE

Data covered by this licence:

Data supplied to BODC by:

Specific research for which the data are required:

Specific source of funding for the intended research:

Person(s) entitled to use the data:

Organisation:

Marginal costs to be charged by BODC: **£zero**

I agree to abide by the conditions of this licence and to reimburse BODC the costs identified above. I have authority for entering into this agreement on behalf of the above mentioned organisation and will ensure that all individuals having access to the data are aware of the conditions under which the data are supplied. I give permission for the information contained in the Data Schedule to be stored on a database and used by BODC.

Name: Signed:

Position: Date:

Organisation:

(Students should obtain the signature of their supervisor or head of department)

Signed on behalf of BODC by: Date:

Date data were dispatched: Licence No:

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