

Conditions of Use

Preamble

The Federal Republic of Germany, represented by the Federal Environment Agency (referred to hereinafter as “Federal Environment Agency“), makes available to all interested users up-to-date climate scenario data at high spatial and temporal resolution. The data were generated on behalf of the Federal Environment Agency by Meteo-Research, Potsdam, using the WETTREG regional model.

	Climate scenario data
Data producer	Meteo-Research Potsdam
Model	WETTREG Statistical regionalisation method; based on ECHAM5 results
Modelled area	Germany
Modelled period	up to 2100
IPPC¹ emission scenarios	A1B, B1, A2
Resolution/Structure	Data related to meteorological stations in Germany; Option to focus in on small areas
Data format	ASCII code

By making these data available, the Federal Environment Agency wishes to stimulate and support climate impact research projects and the development of measures for adapting to climate change. The Federal Environment Agency is aiming to make the results produced on the basis of these data available on its website and in publications as part of a nationwide overview of regional and national climate impact research.

I. Rights of Use

(1) The Federal Environment Agency gives the user the one-time, non-exclusive, non-transferable right to use the data provided (results of WETTREG calculations). The data may not be used further in unprocessed form, i.e. without generating own products, such as assessments, reports or expert opinions, from them.

¹ Intergovernmental Panel on Climate Change

(2) The intended field of work in which the requested data are to be used (declared use) and the expected duration of the work have to be indicated, for documentation purposes, in the appropriate section of the order form.

(3) The user consents to the storage of his/her user registration information at the Federal Environment Agency and to its use for user analysis purposes. Furthermore, the provisions of the Federal Data Protection Act (Bundesdatenschutzgesetz) shall apply.

(4) Copying or duplicating the data is permitted only within the framework of the restrictions stated under I (1). A transfer to third parties or any further publication of the data in unprocessed form is not permitted. The user will provide any kind of access to the data solely to his/her own employees and/or contract partners in the framework of the use indicated pursuant to I (2).

(5) The data delivered may only be used temporarily for the declared purpose pursuant to I (2). The right of use ends when this purpose has been achieved.

(6) The user will include the following source reference in any publications which are based on the data delivered: Meteo-Research under contract to the German Federal Environment Agency, 2006

(7) The user agrees to provide the Federal Environment Agency, upon completion of the work indicated pursuant to I (2), with all results and publications achieved on the basis of the delivered data, for the purpose of preparation of a nationwide overview of regional climate impact research; he/she will make these results and publications available free of charge, as a PDF² document. The Federal Environment Agency will include a reference to the authorship and, as appropriate, to the commissioning organisation, in own publications prepared on the basis of these results. The user gives his/her consent to the Federal Environment Agency giving an overview of the results and publications made available in own publications.

(8) The user agrees to the data relating to the user and contact person for the relevant project being published in the Sharepoint on the Internet and to the general publication of such data by the Federal Environment Agency in reports and other forms of publication in the framework of the declared use pursuant to Section I (2) of the Conditions of Use (consent pursuant to Article 4a (1) of the Federal Data Protection Act (BDSG)).

This may concern the following user data:

- organisation
- unit
- declared use
- brief description
- website, if applicable

² Portable Document Format

- duration of the project

This may concern the following contact person data:

- name
- address (work)
- e-mail (work)
- phone (work)
- fax number (work)

This agreement may be revoked at any time.

The user agrees to ensure that the contact person indicated agrees to the publication of the above data in the framework of the declared use (consent pursuant to Article 4a (1) of the Federal Data Protection Act (BDSG)).

II. Liability / Warranty

(1) The data are delivered to the user without a warranty of any kind. The user is aware that the data were generated in keeping with the current state of science and technology.

(2) The Federal Environment Agency assumes no obligations on the basis of this agreement towards third parties. There is no liability of the Federal Environment Agency for any harm arising from the delivery and subsequent processing of the data products. The user exempts the Federal Environment Agency from any liability towards third parties.

(3) The disclaimer under II (1) and (2) does not apply if and in so far as the Federal Environment Agency has acted with gross negligence or with intent.

III. Other provisions

(1) Changes to this agreement may only be made in writing. This also holds for the revocation of the requirement for changes to be made in writing.

(2) If the user is a merchant, a legal person under public law or a special asset under public law, Dessau shall be the place of jurisdiction for all disputes arising from this use agreement.

(3) Should there be one or more provisions in this agreement that are void, in whole or in part, then this will not affect the validity of the other provisions. The invalid provisions will be replaced retroactively by an arrangement as similar as possible in content and coming closest to fulfilling the purpose of the intended provision.

User

Organisation: _____

Unit/Division: _____

Declared use: _____

Short explanation: _____

Website: _____

Duration: _____

Contact person

Name: _____

Address: _____

E-Mail: _____

Phone: _____

Fax: _____

Date and signature