

Terms and Conditions on

Access to and Use of ROMEX Data and ROMEX Derived Data

Access to and use of ROMEX Data and ROMEX Derived Data is restricted to ROMEX Participants and EUMETSAT ROM SAF Partners.

Every ROMEX Participant and EUMETSAT ROM SAF Partner is required to agree to the following Terms and Conditions to access and use ROMEX Data and ROMEX Derived Data.

1. Definitions:

For the purposes of these Terms and Conditions:

- “ROMEX” shall mean the Radio Occultation Modelling Experiment set up by the International Radio Occultation Working Group (IROWG) under the Coordination Group for Meteorological Satellites (CGMS) of the World Meteorological Organization (WMO). The purpose of ROMEX is to assess the impact that large numbers of radio occultation soundings may have on Numerical Weather Prediction (NWP). Over a period expected to last up to two years starting 1 July 2023, radio occultation data generated in specific time intervals (“observation periods”) will be analysed. Further information on ROMEX can be found at <https://irowg.org/ro-modeling-experiment-romex/>.
- “ROMEX Participant(s)” shall mean any entity authorised by the ROMEX Steering Group to participate in ROMEX and who has signed these Terms and Conditions.
- “ROMEX Data” shall mean observations and metadata provided by public and commercial Data Providers for the purpose of ROMEX.
- “ROMEX Derived Data” shall mean any data that is generated by a ROMEX Participant or EUMETSAT ROM SAF Partner in the context of ROMEX

one-to-one from the ROMEX Data, as traced in the satellite information (e.g. bending angle, refractivity, other geophysical profiles), and provided for the purpose of ROMEX.

- “Data Providers” shall mean the providers of ROMEX Data.
- “User” shall mean the entity (ROMEX Participant or EUMETSAT ROM SAF Partner) accepting these Terms and Conditions.
- “EUMETSAT ROM SAF” shall mean the Satellite Application Facility (SAF) on Radio Occultation Meteorology (ROM), a decentralised processing centre under the European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT) that is responsible for the operational processing of radio occultation data. It is led by the Danish Meteorological Institute (DMI), with the support of a consortium composed of European Centre for Medium-Range Weather Forecasts (ECMWF), Institut D'Estudis Espacials de Catalunya (IEEC), Met Office UK and the Wegener Center for Climate and Global Change, University of Graz (“Partners”).

2. Scope:

i. The User is hereby authorised to:

- access ROMEX Data and ROMEX Derived Data hosted by the EUMETSAT ROM SAF, and
- use, copy, archive, aggregate, modify and create derivative data or works of ROMEX Data and ROMEX Derived Data,

solely for the purpose of completing its work in the context of ROMEX.

ii. The User is prohibited from making commercial and operational use of ROMEX Data and ROMEX Derived Data.

iii. Any questions about the authorised use of the ROMEX Data or ROMEX Derived Data shall be addressed to the ROMEX Steering Committee.

3. Redistribution:

- i. The User is authorised to share/redistribute the original ROMEX Data and any ROMEX Derived Data only with ROMEX Participants and EUMETSAT ROM SAF Partners who have accepted the “Terms and Conditions on Access to and Use of ROMEX Data and ROMEX Derived Data”.
- ii. The User is prohibited from redistributing ROMEX Data and ROMEX Derived Data to any other third party.

4. Ownership and Intellectual Property Rights:

- i. The User shall acknowledge the ownership by Data Providers of the intellectual property rights in the ROMEX Data and ROMEX Derived Data.
- ii. The User shall take all reasonable steps to prevent damage or any infringement of the Data Provider’s intellectual property rights and shall inform the ROMEX Steering Committee immediately, should the User become aware of actual or potential infringement of these rights.
- iii. When displaying or publishing papers, presentations, reports or images based on ROMEX Data or ROMEX Derived Data, the User shall indicate the respective Data Provider(s) as the source of the original ROMEX Data and ROMEX Derived Data.

5. Liability:

Nothing in these Terms and Conditions shall be deemed to be any representation or warranty on the part of the Data Providers relating to the properties, qualities or fitness for use or purpose of their ROMEX Data. Data Providers shall bear no liability for any consequences, whether direct or indirect, arising from any use of their ROMEX Data. The Data Providers shall not be liable if the provision of their ROMEX Data should deteriorate or be reduced or discontinued for any reason.

6. Settlement of Disputes:

Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of these Terms and Conditions shall be settled exclusively by the ROMEX Steering Committee and the authorised representative of the User.

7. Entry into force and Duration:

These Terms and Conditions shall apply from the date of acceptance by the User and for the duration of ROMEX as defined by the ROMEX Steering Committee, subject to the User's strict compliance with the provisions and without prejudice to paragraph 8 below.

At the end of ROMEX, the User shall delete a Data Provider's ROMEX Data and related ROMEX Derived Data, upon the Data Provider's request through the ROMEX Steering Committee.

8. Termination:

The ROMEX Steering Committee shall be entitled, without prejudice to any other rights and remedies, to revoke the User's access to ROMEX Data and to ROMEX Derived Data without notice in the event the User breaches the provisions of these Terms and Conditions. In such event, the User shall delete a Data Provider's ROMEX Data and related ROMEX Derived Data, upon the latter's request through the ROMEX Steering Committee.

Paragraphs 2.ii, 2.iii, 3.ii and 4 to 6 shall continue to apply in the event of a termination.

[Signature]

Accepted for _____ **[name of entity]**
by _____ **[name and title/function
of authorised representative of entity]** on _____ **[insert date]**.