

NCEI Data Submission User Agreement

You, the submitter of data, agree to provide a copy of data identified in the NCEI online data submission process Send2NCEI ('S2N') or any other data submission process for inclusion in the NCEI archives of environmental data and information. You also agree to provide contact information (name, email, and physical address) to NCEI to enable NCEI to authenticate your data submission request and to contact you with any questions about your data. Your contact information will be stored and redistributed as part of the metadata about the data you send to NCEI.

Collecting contact information is authorized as part of standard metadata defined by the Federal Geographic Data Committee (FGDC) in accordance with Executive Order 12906, "Coordinating Geographic Data Acquisition and Access: The National Spatial Data Infrastructure", as amended by Executive Order 13286 of February 28, 2003.

NCEI requires at least your name and email address to enable NCEI to validate your identity as the data provider and to contact you with information about the progress of your data submission through the archival ingest and data management life cycle.

The inclusion of additional contact information (e.g., institutional affiliation, mailing address, phone number) is optional, but the absence of additional contact information limits the ability of NCEI to contact you if there are problems with data you are sending to be archived at NCEI. Contact information is used to provide proper attribution in standard metadata representations (e.g., ISO 19115 Geographic Metadata) of your efforts to collect, organize, process, and/or manage those data. Your contact information may also be used to facilitate discovery of data that were collected, analyzed, quality controlled, and/or sent to NCEI by you. Incomplete contact information may result in inaccurate or improperly attributed standard metadata and limited or inaccurate recognition of your efforts to collect or otherwise be connected to these data.

By submitting data for inclusion in the NCEI archives, you warrant that these data may be copied and distributed by NCEI for any purposes. NCEI may make these data available via electronic or other means without restrictions. You understand that NCEI will not compensate you in any way or pay you for use of these data. To the extent that any part of this submission is subject to the intellectual property rights of a third party, you warrant that you have obtained permission from that third party to submit that party's property to NCEI for the purposes specified in this agreement.

If you provide names, email and/or physical addresses, or other contact information for other people or organizations who are responsible for producing, maintaining, or providing additional information about the data you submit to NCEI, you warrant that you have obtained permission from those named persons to submit their contact information to NCEI for the purposes specified in this agreement. NCEI and NOAA may acquire, keep, and redistribute contact information about individual data

providers as documented in and pursuant to System of Records Notice COMMERCE/NOAA-11, Contact Information for Members of the Public Requesting or Providing Information Related to NOAA's Mission (http://www.cio.noaa.gov/itmanagement/pdfs/NOAA-11_pub_100915.pdf) and authorized by U.S. Government Policy on Open Data M-13-13 – Memorandum for the Heads of Executive Departments and Agencies, Section 1, “Open data will be consistent with the following principles: Managed Post-Release. A point of contact must be designated to assist with data use and to respond to complaints about adherence to these open data requirements.” As noted in Systems of Records Notice COMMERCE/NOAA-11, “This record system is necessary to facilitate provision of information to the requesting public and to post researchers’ contact information on applicable Web sites.”

Upon receipt of these data, NCEI may make a copy of the original data files and assign an identifier (NCEI Accession Number or other identifier) to the data collection, in accordance with current NCEI archival practices. A description of these practices can be reviewed at <https://www.ncei.noaa.gov/archive> or obtained by contacting the NCEI.

Upon acceptance for inclusion in the NCEI repository, NCEI agrees to maintain an exact copy of these data 'as is' in accordance with the current records retention schedule for "In situ and remotely sensed environmental data" (NOAA 1406-01) and "Metadata management database" (NOAA 1406-03) or other relevant records series retention, as determined by NCEI appraisal practices. NCEI may make translations of these data and files as necessary to maintain any electronic files on current media. NCEI will make every attempt to maintain the integrity of these data as files are migrated from obsolete technology to new technology. NCEI will maintain backup copies of these data at local and off-site locations, in accordance with current NCEI archiving practices.

NCEI may use some or all data archived at NCEI in products created or derived by NCEI, with appropriate attribution to the original data producer and/or provider.

Data Liability Policy

The data defined by this Data Submission User Agreement is only as good as the quality assurance and quality control procedures outlined by the enclosed metadata reporting statement. Any subsequent users of data specified in this agreement bear all responsibility for its subsequent use in any further analyses or comparisons. The Federal government does not assume liability to any Recipient of data defined here, nor will the Federal government reimburse or indemnify any Recipient for its liability due to any losses resulting in any way from the use of these data.

These terms constitute the entire agreement between you and NCEI regarding the data

submission process used to transfer data and metadata from you to NCEI. These terms supersede (a) any prior agreements between you and NCEI and (b) any licenses you submit to NCEI in conjunction with your data submission.