

## 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 the Max-Planck Institute for Meteorology, Hamburg, using the REMO regional model. The data are accessible via the CERA<sup>1</sup> database of the WDCC<sup>2</sup>.

	<b>Climate scenario data</b>
<b>Data producer</b>	MPI for Meteorology, Hamburg
<b>Model</b>	REMO Dynamic model; drive: ECHAM5
<b>Modelled area</b>	Germany plus the Alpine region
<b>Modelled period</b>	From 1950 to 2100
<b>IPPC<sup>3</sup> emission scenarios</b>	A1B, B1, A2
<b>Resolution</b>	0.08° (approx. 10 km)
<b>Structure</b>	Rotated modelling grid or regular lat/lon grid Option to focus in on small areas
<b>Data format</b>	netCDF or 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 REMO runs). 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.

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<sup>1</sup> Climate and Environmental Data Retrieval and Archive

<sup>2</sup> World Data Center for Climate

<sup>3</sup> 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: MPI 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 PDF<sup>4</sup> 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.

## **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.

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<sup>4</sup> Portable Document Format

### 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