TERMS AND CONDITIONS OF USE FOR CLIMATOLOGICAL DATA

RATIONALE

PAGASA strives to enhance public access to and use of information it generates. Most of them are therefore disseminated in various forms of media including on its official Web site. Climatological data, on the other hand, are archives of weather-related information collected from PAGASA field offices. They are quality controlled and then archived in electronic databases. These archived datasets are made machine-readable to maximize their potential use, which also made them vulnerable for data mishandling, abuse, and exploitation. Hence, PAGASA sets the following terms and conditions for the protection of information it provides to data users.

PAYMENT

Depending on the purpose of use as stated in the request letter received by PAGASA from the requesting party, climatological data might be provided either free of charge or with applicable fees, the decision of which depends on the approval of the PAGASA Administrator based on the recommendations made by the Chief of the Climatology and Agrometeorology Division. In general, climatological data requests aimed for noncommercial activities such as for academic research purposes are provided free of charge. The applicable fees shall be based on the most recently approved schedule of fees.

CONDITIONS OF USE

Whether the climatological data are acquired free of charge or with applicable fees, data recipients (hereafter, **Recipient**) agree on the following conditions set forth by PAGASA (hereafter, **Originator**):

- 1. The data shall be used solely for the purpose indicated in the request letter sent by the **Recipient**, which was acknowledged to be received by the **Originator**;
- 2. The **Recipient** should fully acknowledge the **Originator** as the source of the data in any published scientific paper, technical reports, and similar materials where the data have been used by the **Recipient**, and provide the **Originator** a copy of such publications;
- 3. No part of the data shall be redistributed by the **Recipient** to other individuals nor published/made available on the internet, social networking sites, personal/institutional websites, and in any other forms of mass media;
- 4. In the event that any of the conditions stated above is breached, the **Recipient** will be permanently barred from access to any data series/products being provided by the **Originator** in addition to the applicable legal case, which might be filed against him/her.

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