

Oklahoma Mesonet Data Contract for Academic/Research Use

Please Print or Type Information

Customer Information:

Applicant's Name: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Description of data requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**I understand that my access to Mesonet data is to be used for research and education. In exchange for this access, I agree to:**

- **Include the appropriate fees for Mesonet data and data services in any new funding proposals that will use Mesonet data**
- **Acknowledge the Oklahoma Mesonet in any publications or presentations that use this data. Publication acknowledgment should read:**  
*Oklahoma Mesonet data are provided courtesy of the Oklahoma Mesonet, which is jointly operated by Oklahoma State University and the University of Oklahoma. Continued funding for maintenance of the network is provided by the taxpayers of Oklahoma.*
- **Provide a copy of any publication that uses this Mesonet data to the Oklahoma Climatological Survey**

**I have read and understand the attached Conditions of Account and will be bound by the terms of that document. I understand that the data and products provided are proprietary to the Oklahoma Mesonet. I will not re-distribute any data or files without the prior written consent of the Oklahoma Climatological Survey.**

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Must have signature for processing.*

**Return To:** Mesonet Academic/Research Data Access  
Oklahoma Climate Survey  
120 David L. Boren Blvd, Suite 2900  
Norman, OK 73072-7305  
Fax: (405) 325-2550 Voice: (405) 325-2541

**Office Use Only**

Date Received \_\_\_\_\_ Date Activated \_\_\_\_\_

DB Entry \_\_\_\_\_ User Info Mailed \_\_\_\_\_ Authorization \_\_\_\_\_ 8/2011

## MESONET CONDITIONS OF ACCOUNT FOR ACADEMIC/RESEARCH USE

These are the terms and conditions of your data access. Please read it and keep it for your records. If you agree to the terms and conditions of your account set forth, you will need to so signify by signing and returning the **Oklahoma Mesonet Data Contract for Academic/Research Use** to OCS. Your data access will become effective upon OCS's receipt of your signed authorization.

**AGREEMENT TERMS:** In this Agreement, *MESONET* means the environmental monitoring network owned and operated jointly by The University of Oklahoma and Oklahoma State University; *OCS* means the Oklahoma Climatological Survey which administers MESONET operations; the words *you, your and yours* mean the person or persons authorized by OCS to use the MESONET account; the words *we, us and our* mean The Boards of Regents of The University of Oklahoma and Oklahoma State University. *MESONET Materials* include a user-specific account name and password. *MESONET Data* means the observations reported by the MESONET sites and variables derived from those observations. *MESONET Products* means data files and any and all other products/services developed or designed for the *MESONET*.

**RESERVATION OF RIGHTS:** We reserve the right to grant any rights to the *MESONET Materials* to other persons or entities. Among other protections, the *MESONET Products* and information provided under this Agreement may include copyright and trademark protection. All such protections are retained by us.

**COLLECTION COSTS:** If we have to refer collection for fees owed to an attorney or collection agency, you will pay all fees, including a lawyer's fee, court costs, and any other associated fees as allowed by law. If you win the suit, we will pay your reasonable legal fees and court costs.

**TERMINATION:** Either party may terminate this Agreement for any reason or convenience at any time by giving not less than thirty (30) days advance written notice to the other party.

**CHANGING THIS AGREEMENT:** We may change this Agreement at any time. If we do, we will mail or e-mail you a written notice at least thirty (30) days before the changes become effective. If you do not agree to the changes, you must notify us in writing within thirty (30) days. Failure to timely notify us shall indicate that you agree to all changes in the notice.

**WARRANTY, LIMITATION OF LIABILITY, AND INDEMNIFICATION:** While we operate our system with the highest professional standards, WE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, CONDITION OF THE LICENSED MATERIAL, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL WE, OUR AGENTS, OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER, ARISING OUT OF THE USE OF OR INABILITY TO USE THE ABOVE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SHALL INDEMNIFY US FROM ANY AND ALL LIABILITY FOR COSTS, CLAIMS, AND SUITS ARISING OUT OF YOUR USE OR ACCESS OF ANY AND ALL *MESONET Data or MESONET Products*.

**NONWAIVER:** The failure of either you or us and/or OCS to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed a waiver of any subsequent breach, either of the same provision or otherwise.

**ASSIGNMENT/SUBLICENSE:** You may not transfer, sell, or assign, in whole or in part, this Agreement, or any portion thereof, without prior written consent from us and OCS. Further, you may not sublicense the *MESONET Materials*, in whole or in part, for any purpose whatsoever.

**SEVERABILITY:** If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

**APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Oklahoma. Any action brought for the interpretation or enforcement of this Agreement shall be brought in a court of competent jurisdiction in the State of Oklahoma, as may be appropriate.

End of Mesonet Conditions of Account  
8/2011