1. INTRODUCTION

The Mackenzie GEWEX Study (MAGS) Data Access Policy has been established to promote and govern the access of data collected within the MAGS research area by MAGS Project Leaders (PLs), MAGS Co-Investigators (CIs), Partners, non-participants, and other Canadian and International groups.

MAGS embraces as open an approach as possible to the exchange and access to data for scientific and non-commercial/non-profit uses. This approach must respect the rights of the data originators who have invested considerable effort in obtaining and/or generating data. For this reason, policies for those participating in MAGS are different from those not participating or contributing to the project. These policies are described in the following sections. All relevant terms are defined in Section 7.

This data access policy must be reviewed on an annual basis. At that time, the policy may be modified to improve its usefulness.

2. REQUESTS FROM MAGS INVESTIGATORS

Requests from MAGS PLs, CIs and Partners will be given priority over non-participants in the project. Access to datasets for MAGS research will be unrestricted to MAGS PLs and CIs after the data have been quality-controlled and documented by the originating MAGS PL. MAGS CIs will direct their data requests through their associated MAGS PL.

2.1 Special MAGS Datasets

Special MAGS-funded datasets (observations and model results) can be obtained by MAGS PLs through the MAGS WWW site. To ensure that only MAGS PLs and CIs have access, this portion of the MAGS WWW site will be password protected. Passwords will be supplied by the MAGS Information Manager. MAGS datasets can also be obtained directly from the originating MAGS PL.
In accordance with the Canadian GEWEX Data Policy (Appendix A), MAGS PLs have a responsibility to make their MAGS-funded datasets openly available to other MAGS PLs and CIs after an initial reasonable period for quality control and documentation (following the MAGS Data Documentation Guidelines). This period will nominally be no longer than one year unless there are special circumstances (for example, if early release of data would jeopardize a graduate thesis) and an extension is granted by the Science Committee. After this quality control period, use of the data will be restricted to other MAGS PLs and CIs for a period of one year, after which the data must be made publicly available.

2.2 Operational Datasets [MSC Climate Datasets]
Operational datasets from the Meteorological Service of Canada (MSC) climate archive will be made freely available to MAGS PLs, CIs and Partners, only for use in their MAGS research. Use of data obtained from the climate archive is governed by the MSC Data Product Licence Agreement (Appendix B). MAGS PLs and CIs are urged to read this agreement carefully. Access to the data will be available from the password protected portion of the MAGS WWW site. This will ensure that only MAGS PLs and CIs have free access to the operational datasets. Passwords will be assigned by the MAGS Information Manager.

3. REQUESTS FROM NON-PARTICIPANTS
Requests for data from the research community at large are invited, but requests by non-participants need to be approved on a case-by-case basis. Non-participants may become MAGS CIs by teaming with a MAGS PL, who will subsequently apply to the MAGS Science Committee for permission to allow the new MAGS CI. Alternately, non-participants may apply to the MAGS Science Committee to become a MAGS Partner (following the MAGS Partnership Policy).

3.1 Special MAGS Datasets
Special MAGS datasets (Observational and Modeling results) will only be made available to non-participants after a one year period in which MAGS PLs and CIs have exclusive access. This period will begin after the MAGS dataset has been quality controlled by the originator.

3.2 Operational Datasets [EC/MSC Climate Datasets]
Operational datasets from the Environment Canada MSC climate archive will not be supplied to non-participants by MAGS. These datasets can be obtained from the Climate Information Branch of Environment Canada. Similarly, archived model output data may be obtained from the Canadian Meteorological Centre. Charges for the data and additional data use restrictions may apply.
4. REQUESTS FROM COMMERCIAL ENTITIES
Permission for anyone (MAGS Project Leaders, MAGS Co-Investigators, Partners or non-participants) to use MAGS datasets for commercial/profitable purposes must be given by the MAGS Science Committee.

5. REQUESTS FROM OTHER NATIONAL AND INTERNATIONAL GROUPS
National and international commitments for sharing of MAGS datasets before the data becomes public will be considered on a case-by-case basis by the MAGS Science Committee.

6. ACKNOWLEDGMENT
Any use of MAGS datasets, by MAGS participants (PLs, CIs, or Partners) or non-participants, requires citation in any resulting publications of the MAGS dataset and, when applicable, citation of earlier studies by the MAGS PL responsible for which the data were obtained. Appropriate citations are included with many of the MAGS datasets. If you would like to cite data for which a citation is not provided, please contact the MAGS Information Manager for help in citing the data.

Acknowledgement of the use of MAGS data should also be made using a statement with the following format: “The [***] data in this paper was provided by the Mackenzie GEWEX Study (MAGS).” where [***] refers to the actual MAGS data used.

7. DEFINITIONS

7.1 MAGS Dataset
A MAGS dataset can be:
- observational, either station data or gridded data, resulting from MAGS-funded work, or
- model derived output, either utilizing MAGS special observations or resulting from MAGS-funded work

7.2 MAGS Project Leader (PL)
A MAGS Project Leader (PL) is defined as one who:
- contributes scientifically to MAGS, and
- has been recognized as such by the MAGS Science Committee.
7.3 MAGS Co-Investigator (CI)
A MAGS Co-Investigator (CI) is defined as one who:
• is working with a MAGS PL, and
• has been recognized as such by the MAGS Science Committee.

7.4 MAGS Partner
A MAGS Partner is defined as one who:
• contributes scientifically to MAGS, but is not a MAGS PL or CI,
• has been recognized as such by the MAGS Science Committee.

7.5 Non-Participant
Non-participating researchers include any researchers who are not MAGS Project Leaders, MAGS Co-Investigators or MAGS Partners. Non-Participants includes the general public.
Appendix A

The Canadian GEWEX Data Policy

The Canadian GEWEX Programme data policy statement is intended to be used as a basis for establishing the national policy concerning access to Canadian GEWEX data, and to promote internationally the mutual access to GEWEX data where appropriate. It was adopted by the Canadian Global Energy and Water Cycle Experiment Science Committee on March 9, 1993. The policy statement is as follows:

1. The Canadian GEWEX Programme requires an early and continuing commitment to the establishment, maintenance, validation, description, accessibility, and distribution of high-quality, long-term data sets.
2. Full and open sharing of the full suite of global data sets for all Canadian GEWEX researchers is a fundamental objective.
3. Preservation of all data needed to meet Canadian GEWEX research objectives is required. A clearinghouse process should be established to prevent the purging and loss of important data sets.
4. Data archives must include easily accessible information about the data holdings, including quality assessments, supporting ancillary information, and guidance and aids for locating and obtaining the data.
5. National and international standards should be used to the greatest extent possible for media and for processing and communication of global data sets.
6. Data should be provided at the lowest possible cost to Canadian GEWEX researchers in the interest of full and open access. This cost should, as a first principle, be no more than the cost of reproduction and distribution. Agencies should act to streamline administrative arrangements for exchanging data among researchers.
7. Data, whether standard network data or special data collected by projects supported by Canadian GEWEX, should be made openly available beyond an initial reasonable period for quality control.
Appendix B

Limited use software and data product licence agreement for Meteorological Service of Canada supported research projects

The Government of Canada (Environment Canada) is the owner of all intellectual property rights (including copyright) in this software and data product. You are granted a non-exclusive, non-assignable and non-transferrable licence to use this software and data product subject to the terms below.

This software and data product are temporarily provided to you by Environment Canada for the sole purpose of carrying out the Meteorological Service of Canada supported research project entitled:

MACKENZIE GEWEX STUDY:

As such, this software and data product constitutes a contribution by Environment Canada to the above noted research project. Environment Canada shall be cited as a contributor in any publications resulting from this project wherein the products were used.

This software and data product remain the property of Environment Canada. Upon the completion of the project, or in the event you cease to be involved in the project, the product shall be returned to Environment Canada and any temporary copies of the product destroyed.

This licence is not a sale of any or all of the owner's rights. This product may only be used by you for the Atmospheric Environment Program supported research project identified above and you may not rent, lease, lend, sub-license or transfer the data product or any of your rights under this agreement to anyone else. You may not develop for commercial sale any other product derived from this product.

You may not transfer this product to or store it in any electronic network for use by more than one user unless you obtain prior written permission from Environment Canada.

This product is provided "as-is", and the owner makes no warranty, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. In no event will the owner be liable for any indirect, special, consequential or other similar damages. If you fail to comply with any term of this agreement you may be liable to the licensor for breach of contract.

It is YOUR RESPONSIBILITY to ensure that your use of this product complies with these terms and to seek prior written permission from Environment Canada for any uses not permitted or not specified in this agreement.

ANY USE WHATSOEVER OF THIS SOFTWARE AND DATA PRODUCT SHALL CONSTITUTE YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

FOR FURTHER INFORMATION PLEASE CONTACT:

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