

# **NIMET POLICY GUIDELINES ON ACCESS, USE AND SHARING OF NiMet METEOROLOGICAL DATA, PRODUCTS AND SERVICES**

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## **1.0 INTRODUCTION**

Meteorological data and information are valuable assets which impact the socio-economic development of any nation, as well as safety of lives and property.

As the national meteorological body of Nigeria, the Nigerian Meteorological Agency is saddled with the responsibility, amongst others, of issuing weather and climate data/information required for all sectoral activities. Accordingly, the Agency is committed to ensuring availability and access to its meteorological data, while protecting it from possible misuse and exploitation.

This Data Policy has therefore been developed for proper management of access to and use of the Agency's meteorological data and products. It is a coherent, comprehensive and well-articulated policy, which sets out principles and guidelines for all users with respect to access and use of the Agency's meteorological data.

The Policy further identifies different categories of NiMet data and users of such data while laying conditions and requirements that apply generally to all users and specifically to each category of user, for quick and easy comprehension.

It is expected that the Policy will increase awareness of the critical importance of meteorological data, enhance easy access to data, regulate the use of data accessed from the Agency and contribute to the overall success of the Agency.

## **2.0 WHY DATA POLICY?**

NiMet Data Policy is required for the following reasons:

- a. To set out clear guidelines on access and use of data.
- b. To define the datasets in Archives to be accessed and used.
- c. To describe the circumstances under which data can be shared or transferred.
- d. To stipulate the conditions for free and unrestricted access to data for specified categories of Users.
- e. To state guidelines for joint data sharing of data under formal collaborative relationships.

## **3.0 POLICY STATEMENT**

The Nigerian Meteorological Agency (NiMet) is committed to ensuring the availability of quality meteorological data, information, products and services to promote and enhance national socio-economic activities and for the protection of lives and property. This Policy therefore sets out guidelines for access to and use of meteorological data, products and services for all Users.

#### **4.0 POLICY GUIDELINES/PRINCIPLES**

The following principles are formulated to guide the implementation of this Policy:

- a. Ensure access to meteorological data, products and services in line with this Policy.
- b. Promote speedy processing of data
- c. Enforce integrity in the use of data
- d. Ensure the protection of the Agency's interest in its meteorological data

#### **5.0 CATEGORIES AND TYPES OF METEOROLOGICAL DATA, PRODUCTS, SERVICES**

NiMet's Meteorological data is categorized as follows:

- a. Hourly
- b. Daily
- c. Monthly
- d. Yearly

#### **6.0 CATEGORIES OF USERS.**

Users of Meteorological data/information shall be grouped into the following categories:

##### **6.1 Private and Commercial Purpose Users**

Private and Commercial Purpose Users shall include all natural persons, private entities, organizations, associations, and any enterprises that seek to buy, procure, purchase, utilize or use meteorological data for private purposes, whether the use be clearly commercial or not. The distinguishing factor for this class is that the use of the data requested is not for national public good.

6.1.1 Users in this category include:

- a) Individuals and Private Entities
- b) Private Sector Companies and Organizations
- c) Consultants including Non-Governmental Organizations
- d) Research Institutes undertaking consultancies, studies or works for fees
- e) Non-profit Companies / non- governmental organizations

##### **6.2 Public and Governmental Purpose Users**

Public and Governmental Purpose Users shall include all Ministries, Agencies, Parastatals and Government owned bodies, both at Federal, State and Local Government level, as follows:

- a) Federal Government; Ministries, Departments, Parastatals and Agencies
- b) State Government; Ministries, Departments, Parastatals and Agencies
- c) Local Government: Commissions, Departments, Parastatals and Agencies.

### **6.3 Students, Academic and Educational Purpose Users**

This category of Users includes:

a) Educational Organizations and Research Institutes, strictly for the purposes of academic or professional research and scholarship studies purposes only.

b) Students (Undergraduates, Postgraduate) and Research Scholars (Note that students and Academic Researchers, etc. shall be required to request and obtain necessary meteorological data through their Academic Institutions or Universities.

6.3.1 Provision of meteorological data for academic purposes shall only be made where the following have been presented, validated, and confirmed:

i. Letter from the School, University or Education Institute where the course is being taken, clearly stating the request for data and purpose for which the request is being made for.

ii. Student ID card, valid for the Institution and covering the years of request.

## **7.0 DATA REQUEST AND ACCESS**

- (1) The Agency shall provide access to data to any person/body that makes a request in line with the provisions of this Policy.
- (2) All enquiries shall be free of charge for requesting clients
- (3) Specific details concerning any data requested may be withheld and protected by the Agency where it suspects that the release of the data may cause harm to the public or shall be against the public interest.

### **7.1 REQUEST AND RELEASE OF DATA (GENERAL)**

7.1.1. The Agency shall provide free and unrestricted access to data to a User approved by the Agency to receive such access. Free and unrestricted access to data” in this provision means equitable or non-discriminatory access to data subject to the provisions of all applicable laws, this Policy and the payment of reasonable cost-recovery fee as prescribed the Agency.

7.1.2. The guidelines for the request and release of data are:

- (a) A request for data shall be –

- (i) in writing, addressed to the Director-General of the Agency, or
  - (ii) made online via the Agency's official platform or online data portal, for approval and directives;
- (b) Clients shall always specify the purpose for which the data is required.
- (c) Data shall be provided upon the payment of a fee to be determined by the Agency.
- (d) Following confirmation of payment, preparation and release of data to clients/stakeholder shall not exceed a period of ten (10) working days, depending on the amount of data requested;
- (e) All requests for data shall be categorized, evaluated and costed in line with the Agency's commercial rates, except where commercial fees do not apply.
- (f) Data for non-commercial activities is limited to research, education and capacity building;
- (g) Upon the payment of commercial fee or cost recovery fee, as the case may be, hardcopies of the data or products shall be photocopied and prepared for users, while electronic data shall be prepared in soft copies or sent online to users;
- (h) Corporate clients with regular or on-going requirements for provision of data services shall be required to subscribe or enter into a Contract Agreement or Memorandum of Understanding for the provision of Data/Services and shall be required to pay a monthly data handling surcharge or an annual fee for administration and account management.
- (i) All request for Data above fifteen years (15) with more than two parameters and more than four locations should be converted to information/products for the applicant / stakeholder.
- (j) All meteorological data provided shall be made available subject to the Agency's Intellectual Property Rights (IPR) over its data and products.
- (k) No redistribution or transfer of meteorological data to third parties shall be allowed or authorized, except with the prior written approval of the Director-General/CEO.
- (l). Any client, including but not limited to Students, Academic and Educational Purpose Users who receives data at a discounted rate, shall be required to acknowledge the Agency as the source of such data in the literary work, thesis, or research. A copy of the literary work, thesis or research shall be required to be submitted to the Agency.

## **7.2 Release of Data to Government Agencies and other government bodies**

- (a) The Agency may, for the purposes of public health, public safety or public security release data free of charge to-
  - (i) Federal Ministry of Environment,
  - (ii) National Emergency Management Agency (NEMA),
  - (iii) Nigeria Hydrological Services Agency (NIHSA),
  - (iv) Federal Road Safety Corps (FRSC),
  - (v) International Organizations such as World Meteorological Organization (WMO), United Nations (UN), World Health Organization (WHO),
  - (vi) Embassies and Diplomatic Missions;
  - (vii) Media Organizations, and
  - (viii) such other bodies as the Agency may consider appropriate.
- (b) Cost Recovery charges may be applied, as deemed necessary by the Agency.
- (c) All request from the Ministries shall be signed by the Minister of that Ministry, Government Agencies by the DG or MD of the Agency.
- (d) In such other circumstances other than those stated in Article 7.2(a), the Agency shall collect cost recovery fees and other relevant charges for its data, products and services released to those organizations stipulated in Article 7.2 (a) or similar entities/bodies/organizations.

## **7.3 Release of Data for Collaborative Research Activities with the Agency**

The Agency may, for the purpose of research activities and study projects carried out in collaboration with the Agency, release data free of charge to a Partner where the-

- (a) research activities are not financed by any government, local or international donor organizations and are not intended for commercial purposes; or
- (b) study projects are directly beneficial to the Agency.

## 7.4 Release of Data to Education Communities

The Agency shall provide access to data and products for education communities at a subsidized rate and in accordance with the conditions provided hereunder:

- (a) A request for data shall be –
  - (i) in writing, addressed to the Director-General of the Agency, or
  - (ii) made online via the Agency's official platform or online data portal, for approval and directives;
- (b) All student requests for data shall be approved by the Vice Chancellor or project supervisor before application is made to the Agency;
- (c) The Agency shall evaluate a request to ascertain data availability and shall request for the payment of a subsidized fee before the release of data;
- (d) Processing of data requests shall not exceed ten (10) working days, depending on the volume of data requested.
- (e) Upon the payment of a fee, hardcopies of the data or products shall be photocopied and prepared for users, while electronic data shall be prepared in soft copies or sent online to users;
- (f) Electronic Data may be made in Excel Spreadsheet or any other format;
- (g) Data requested by a student for educational purpose may be given at 30% of the normal rates where the student presents to the Agency, a letter of request written by his Head of Department and photocopy of his valid Students' Identification Card;

## 8.0 DATA USE

### 8.1 DATA USE (GENERAL)

- (a) Data shall be used for a specified period, at the expiration of which the user shall obtain revalidation or recertification from the Agency for continued use;

- (b) Data obtained from the Agency shall be used only for the purposes stated in the request and the user shall not transfer, or redistribute such data to third parties without the prior written consent of the Agency;
- (c) A user supplied with raw data (RD) shall acknowledge that the Agency is the sole owner of the data.
- (d) The Agency shall protect its ownership rights in the following situations–
  - i. whenever there is an unauthorized data transfer, and
  - ii. in such other circumstances that warrant the protection of its ownership rights;
- (e) A user shall hand over any value-added data, product or research result to the Agency;
- (f) A user shall cite the Agency in articles that make use of the data or in books, conference papers, theses, dissertations, reports or other publications made using the data;
- (g) A user shall provide the Agency with copies of their manuscripts when writing articles, books, conference papers, thesis, dissertations, reports or other publications using the data obtained from the Agency for consideration of publication;
- (h) The Agency shall not be responsible for direct or indirect loss, damage or expense incurred by any user as a result of information found to be wholly or partially incorrect whether through negligence or otherwise of the Agency, its servants or agents;
- (i) A user of data obtained from the Agency shall –
  - (i) properly keep, handle or use the data,
  - (ii) be wholly responsible for any risk associated with the use and results of data and products including the loss or damage of data as a result of improper handling or use; and
  - (iii) not sell or otherwise part with, share or transfer the data accessed to a third party.



- (j) The Agency does not warrant, guarantee or make any representations regarding correctness, accuracy, reliability or any other aspect regarding characteristics or use of the data and products.

## 8.2 DATA USE (EDUCATIONAL COMMUNITIES)

- (a) A student who uses data obtained from the Agency shall:
  - (i) acknowledge and cite the Agency as the source and custodian of the data utilized in his literary work,
  - (ii) state that the data remains the sole property of the Agency, and
  - (iii) state that the Agency has the right to take steps to protect its Data-Ownership Rights whenever there is unauthorized data transfer.
- (b) A student shall not: –
  - (i) redistribute any data obtained from the Agency to a third party without the prior consent of the Agency; and
  - (ii) where consent to transfer data is lawfully obtained, alter the data or product;
- (c) A student shall send to the Agency:
  - (i) manuscripts of his literary works before their publication,
  - (ii) an electronic copy of any report or publication made using the data obtained from the Agency, and
  - (iii) any value-added data, product or research result;
- (d) A student shall be responsible for any-
  - (i) loss, damage or expense incurred by him or a third party as a result of any information found to be wholly or partially incorrect, and
  - (ii) risk associated with improper handling or the use and results of data and products, irrespective of the purpose to which such use or results is applied;
- (e) The Agency does not warrant, guarantee or make any representations regarding, correctness, accuracy, reliability or any other aspect regarding characteristics or use of the data and products; and
- (f) Data shall be used for a specific period of time and on the expiration of which period, a student who requires further use of the data shall obtain revalidation or recertification from the Agency;
- (g) such other conditions as the Agency may stipulate from time to time.

## **9.0 COMPLIANCE WITH THE PRINCIPLES, STANDARDS AND PRACTICES OF ACCESS TO AND USE OF METEOROLOGICAL DATA**

A user of data shall comply with the principles, standards and practices of management and use of data approved by the Agency from time to time.

### **10.0 JOINT DATA SHARING POLICY**

Where the Agency is carrying out research in collaboration with a Partner: -

(a) the Partner shall acknowledge the Agency for all meteorological and climate data obtained from the Agency or by direct collation from any meteorological observatory in Nigeria in accordance with the provisions of the Act;

(b) the Partner shall not, except-

(i) under the terms acceptable to the Agency, or

(ii) where a formal authority to provide the data has been granted by the Agency, provide any shared data to a third party, whether or not the provision of such data to a third party involves financial benefits;

(c) data derived from joint research and infrastructure shall be shared between the Agency and its Partner; and where such data generate financial benefits, it shall be shared -

(i) according to their weighted contributions to the production of the data, or

(ii) equally, where the contributions to the production of the data are the same;

(d) the designated personnel of the Agency and its Partner shall process the RD, in accordance with the objectives of the Joint Data Policies of the Agency and its Partner;

(e) the delivery of data derived from joint research of the Agency and its Partner to third parties shall be: -

(i) guided by the Joint Data Policy of the Partners, and

(ii) carried out by the designated personnel of the Agency and its Partner.

### **11.0 FINANCIAL PROVISIONS**

The following financial requirements shall apply with respect to access to data under this Policy:

- (i) Agency shall set commercial charges, rates, and fees to be paid by all consumers, clients and other such users of NiMet's meteorological data, products, and services.

- (ii) Where no commercial charges, rates, and fees are charged or otherwise deemed chargeable, the Agency shall set a Cost-Recovery Charge (CRC) fee, which shall be paid.
- (iii) In all instances of data sale, the Cost Recovery Charge and the Commercial Charge shall include a 15% Administration fee, chargeable over and above the rated amount or fee for the data requested for purchase.
- (iv) Data Analysis & Product generation shall be charged separately to data requests.
- (v) No cash payments shall be allowed. All payment for data should be made on-line or through the bank.
- (vi) VAT shall be chargeable for sale of data and services.

## **12.0 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

- (a) The Agency shall hold the ownership and full intellectual property rights on all the data and products produced or generated by the Agency as well as the data stored in the National Meteorological Archive (NMA).
- (b) The Agency shall protect its ownership and Intellectual Property Rights in all data made available to Users.

## **13.0 IMPLEMENTATION**

The Agency shall take all lawful measures to protect its IPRs in NiMet data and products and enforce compliance with this Data Policy; its principles and guidelines on access, use and redistribution of its meteorological data and products, including termination of access to data archives, writing the publisher of an article where data is used in violation of specified guidelines and litigation where appropriate.

## **14.0 DATA CITATION**

A user of metrological data observed, generated, reduced, processed, owned or disseminated by the Agency shall acknowledge and recognize the Agency as their source.

## **15.0 MONITORING AND ENFORCEMENT OF DATA POLICY GUIDELINES**

15.1 The primary responsibility for monitoring the implementation of this Data policy guidelines shall rest with the Directorate of Applied Meteorological Services (DAMS)/Data

Management Unit (DMU) while the responsibility for enforcing the implementation of the Data Policy shall rest with the Legal Department, aided where necessary by the DAMS/DMU and other relevant Departments/Units.

15.2 The DMU shall report all observed/identified infractions, breaches, or non-compliance with the provisions of this Data Policy Guidelines to the Director-General/CEO, who shall direct appropriate action by the Legal Department and/or any other relevant Department/Unit.

## 16.0 **DATA POLICY REVIEW**

- (i) This Data Policy shall be reviewed by the Agency as may be deemed expedient.
- (ii). The Agency shall review the published Rates/Charges/Prices for meteorological data and/or other such derived information as may be deemed necessary.

## ANNEXURE 1

### METEOROLOGICAL DATA, PRODUCTS & SERVICES

PRODUCTS/SERVICES	END USER (S)
Storm Ready	Marine stakeholders
Air quality	Public works/construction
Severe weather	Ministry of health, Agriculture
Storm spotters	Disaster Management Agency
Gale Warning	Disaster Management Agency
Flood Warning	Ministry of health, Marine stakeholders
Storm Warning	Disaster Management Agency
Flash Flood watch/Warning	Disaster Management Agency
Special Marine Warning	Marine stakeholders
High Wind Watch/Warning	Hydropower
Red Flag Warning	Disaster Management Agency
Flood Watch/ Warning	Ministry of health, Agriculture, Marine stakeholders
Risk of severe Thunderstorms	Ministry of health, Agriculture, Marine stakeholders
Climate monitoring	General Public, mass media, Disaster Management Agency
Weather Forecast	General Public, mass media, Disaster Management Agency

Ultra-violet ray alerts	Ministry of health
Frost Advisory	Public, Ministry of Agriculture
Blowing Dust Advisory	General Public
Wind Advisory	General Public
Lake Wind Advisory	Public
Brisk Wind Advisory	National Logistics Agency
Small Craft Advisory	Public works/construction
Flood Advisory	Ministry of health, Agriculture, Marine stakeholders
Daily weather Forecast	Ministry of Transport
Extreme weather warning	Ministry of Agriculture
Aerodrome forecast	Tourism
Flight-Route forecast	Marine stakeholders
Max & Significant wave & swell forecast	Public works/construction
Surface current	Ministry of health
10-meter wind forecast	Ministry of defence
Hotspot/Firespot	National Logistics Agency
TC Track forecast	Mass media
TC's Impacted area forecast	Universities
TC Track forecast	Research institutions
TC's Impacted area forecast	General Public

Shipping forecast	Marine stakeholders
Surface Weather	Public Works / Construction
weather window identification	Oil & Gas industries
Met-ocean/oceanographic services	Oil & Gas industries
Marine intervened weather forecast	Marine stakeholders
Site specific forecast	Oil & Gas industries
Tow/move marine forecast	Oil & Gas industries
Marine probability forecast	Marine stakeholders
Offshore deployments	Oil & Gas industries
Tab and graph	Oil & Gas industries
Radar Graphics	Federal Ministry of Aviation
Seasonal Forecast Numerical data	General Public
Humidity & Temperature Metre (HM41)	Disaster Management Agency
Hand-held Humidity & Temperature Metre (HM70)	Research Institutions
Moisture & Temperature Transmitter (MMT338)	Disaster Management Agency
Compact Moisture & Temperature & Transmitter (MMT162)	Research Institutions
Hydrometeorology	Hydro-Power Stations
Hydrology & Environment Monitoring	Disaster Management Agency
Live Weather Consultation Services	Public works/construction

ANNEXURE 2



**DATA PROCESSED SLIP**

SN:

NAME:

EMAIL:

COMPANY/INSTITUTION:

CLIENT TYPE:

DATA REQUEST:

NO OF PARAMETERS:

DURATION:

LOCATIONS:

DATA REQUEST TYPE:

PHONE NO:

*Request No*

*Data Cost*

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