ecoinvent Association - SRI Open Data License Agreement v.1.

This SRI Open Data License Agreement (herewith referred to as ‘Agreement’) is between the ecoinvent Association, Technoparkstrasse 1, CH-8005 Zurich (herewith referred to as ‘Data Provider’), and you, the natural or legal person being granted certain rights under this Agreement (‘You’).

WHEREAS, the Data Provider is a (sub-)licensee of the data licensed to You under this Agreement; Your access to, or use of, the data described in this Agreement indicates Your acceptance of the terms and conditions below.

1. Definitions

In this Agreement, the terms below have the following meanings:

‘Inventory Data’ means all the inputs and output to the system under study, in an aggregated form or individual form, representing the environmental, economic or social data for part of or entire specific human activity; e.g. in the form of Unit Process (UPR), Life Cycle Inventory (LCI) as well as Life Cycle Impact Assessment (LCIA).

‘LCI Tools’ means Inventory Data generation software tools, name Agri Tool, Wastewater and Waste Treatment, including any derivative works thereof, or any outputs from the LCI Tools.

‘SRI Data’ means the individual Inventory Data, reports, LCI Tools, any outputs from the LCI Tools such as Inventory Data or others, models, or any related document on the ecoinvent website, ecoEditor tool, or other third-party platforms, in whatever form (electronic, paper) they may be accessed by the end user, which have been developed as part of Sustainable Recycling Industries (SRI) programme, funded by Swiss State Secretariat of Economic Affairs (SECO).

2. License

Subject to the terms and conditions of this Agreement, the Data Provider grants You a non-exclusive, royalty-free, and worldwide right to
- extract, reproduce, copy, publish, distribute and transmit;
- modify (adapt or translate the SRI Data; and
- use for their own commercial purpose and/or academically, for example, by combining it with other data;

However, the Data Provider does not grant You any rights to

- copy for modification, reproduction and/or redistribution, in any way, the SRI tools;

This Agreement does not affect any pre-existing licensing rights and obligations You may already have with the Data Provider.

The license does not include the right to grant any sub-license for the SRI Data.

3. Your Obligations

You must, where You do any of the above:

- provide credit to the Data Provider and Swiss State Secretariat for Economic Affairs (SECO) when using the SRI Data; in doing so, use this text in a suitable prominent location, "Contains information provided by the ecoinvent Association through the Sustainable Recycling Industries (SRI) programme, funded by the Swiss State Secretariat for Economic Affairs (SECO)";
- ensure that You do not use the SRI Data in any way that may suggest Your affiliation to or endorsement by the Data Provider for the use of SRI Data;
- ensure that You do not misrepresent the SRI Data or its source;
- ensure that Your use of the SRI Data does not breach or infringe upon any applicable laws;
- not collect verbatim copies of ‘Inventory Data’ produced from SRI Tools or their derivatives, in an organized form such as a database or packages;
- not reproduce, disseminate, publish or otherwise make available to others (e.g. sell, rent, lease, loan, export, import, act as an intermediary or provider, or grant any kind of license rights to third parties) the SRI Data (i) verbatim or (ii) any significant set of datasets organized in a systematic way allowing to use, view and or download the individual datasets in a flexible form, using all or any portion of the SRI Data; and
- not rebrand SRI Data in any way, shape or form.

4. Exemptions

This Agreement does not cover the use of:

- third-party rights the Data Provider is not authorized to license, if any; and
- the Data Provider’s logos, trademarks, slogans or crests where they may be included in the SRI Data, or those of the Swiss State Secretariat for Economic Affairs (SECO).
5. Disclaimer

The SRI Data is licensed 'as is' and the Data Provider excludes, to the extent permitted by applicable law, all representations, warranties, obligations and liabilities, whether express or implied.

The Data Provider is, to the extent permitted by applicable law, not liable for any errors or omissions in the SRI Data and will not, to the extent permitted by applicable law, be liable for any direct, indirect (i.e. special, incidental, consequential), or other damage, loss, or injury caused under, or in relation to this Agreement, even if specifically advised of the possibility of such damage, loss, or damage.

You shall defend, indemnify, and hold harmless the Data Provider, its employees, agents, successors and assigns against all claims, damages, actions, costs, and expenses arising out of Your actions or omissions, Your performance or non-performance under this Agreement, or in any way arising from Your use of the SRI Data.

6. Effective Date and Termination

This Agreement is effective as of the date and time You access the SRI Data and shall terminate automatically if You breach any of the terms of this Agreement.

7. Amendment

The Data Provider may, from time to time, issue new versions of the Agreement. However, You may continue to use the SRI Data licensed under this version should You wish to do so.

Notices of new versions of the Agreement will be posted on the Data Provider’s website. Your use of new SRI Data will be governed by the terms of the Agreement in force as of the date You accessed the Data.

8. Governing Law and Venue

This Agreement is governed by Swiss law, without regard to the conflict of laws provisions. The United Nations’ Convention on International Sales of Goods of 11 April 1980 (SR 0.221.211.1) does not apply.

Disputes arising under, or in connection with, this Agreement shall be exclusively subject to the jurisdiction of the competent court of the city of Zurich, Switzerland.

9. General Terms

9.1. Entire Agreement

This Agreement constitutes the entire agreement between the Data Provider and You with respect to Your rights to use the SRI Data.
9.2. No Waiver

No condoning, excusing or overlooking by the Data Provider of any default by You in performing or observing any of Your obligations under this Agreement will operate as a waiver or otherwise affect the rights of the Data Provider in respect of any continuing or subsequent default.

9.3. No Implied License

Except as expressly provided in this Agreement, the Data Provider does not grant You, whether directly or by implication or otherwise, any patent, copyright, trademark, trade secret, know-how, or other intellectual property right. You shall not remove or alter any symbols or legends indicating any intellectual property right provided under this Agreement.

9.4. Survival

All obligations which expressly or by their nature survive termination of this Agreement, e.g. section 5, shall continue in full force and effect.

9.5. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired as long as the intent of the Parties can be preserved. In such cases, both Parties undertake to replace the invalid, illegal or unenforceable provision with another valid, legal and enforceable regulation. The same principle applies to open terms or omissions.

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