

CDP full GHG emissions dataset

Licence



Summary

This license applies to the works developed by CDP related to the 'CDP Full GHG Emissions Dataset', henceforth referred to as the Licensed Material. The Licensed Material includes:

- The 'Clean & Complete Dataset' methodology (Methodology), made available through at <https://www.cdp.net/en/investor/ghg-emissions-dataset>
- Any code, models and derivatives (Models) made available by CDP through application of the Methodology.

Under this license, you are free:

To Share (as defined under section 1) for Non-Commercial purposes

To Create (as defined under section 1) for Non-Commercial purposes

To Adapt (as defined under section 1) for Non-Commercial purposes

As long as You:

Attribute: You must attribute CDP as the original owner of the Licensed Material in any public use of the Licensed Material, or derivatives produced from the Licensed Material, in the manner specified in the License. For any use or redistribution of The Licensed Material, or derivatives produced from them, you must make clear to others the License of the Licensed Material and keep intact any notices in the original.

The CDP Modeling of Corporate GHG Emissions License draws directly and heavily on the Creative Commons Attribution-Non Commercial-Share Alike International Public License.

NB: CDP allows and encourages both non-commercial and commercial uses of its data, derived through application of the Licensed Material, reported directly to CDP, or otherwise obtained and re-distributed in-line with third-party Copyrights. Data for non-commercial uses can be accessed by downloading freely available data from data.cdp.net or by connecting to the free API. A much larger set of data is available for commercial uses to paying customers only and can be arranged by contacting CDP at partnerships@cdp.net to make a purchase.

If You wish to use the Licensed Material for commercial purposes, please contact CDP via the above email address.

The License

By exercising the Licensed Rights (as defined below), You (as defined below) accept and agree to be bound by the terms and conditions of this License. To the extent this License may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor (as defined below) grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

The Licensor and You agree as follows:

1. Definitions of Capitalised Words

1.1. Adapted Material means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor.

1.2. Adapter's License means the license You apply to Your Copyright and Similar Rights in Your contributions to Adapted Material in accordance with the terms and conditions of this License.

1.3. Copyright and Similar Rights means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this License, the rights specified in Section 2.1.1/2.1.2 are not Copyright and Similar Rights.

1.4. Effective Technological Measures means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.

1.5. Exceptions and Limitations means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.

1.6. License Elements protected by this License are Attribution, Non-Commercial, and ShareAlike.

1.7. Licensed Material are The Works to which the Licensor applied this License.

1.8. Licensed Rights means the rights granted to You subject to the terms and conditions of this License, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.

1.9. Licensor means CDP Worldwide, registered charity number 1122330, of 4th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AD (also 'CDP').

1.10. Non-Commercial means not intended for or directed towards commercial advantage or monetary compensation. You are expressly prohibited from re-selling the Licensed Material in modified, adapted, or original form, in part or whole, on its own or as part of a product, or from applying the Licensed Material for the purposes of estimating data for sale, directly or indirectly, to a third party.

1.11. Share means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.

1.12. You means the individual or entity exercising the Licensed Rights under this License. Your has a corresponding meaning. Words in the singular include the plural and vice versa.

2. Rights granted

2.1. License grant

2.1.1. Subject to the terms and conditions of this License, the Licensor hereby grants You a worldwide, royalty free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material to: A. reproduce and Share the Licensed Material, in whole or in part, for Non-Commercial purposes only; B. produce, reproduce, and Share Adapted Material for Non-Commercial purposes only; and C. use the Licensed Material in order to estimate data for Non-Commercial purposes.

2.1.2. Exceptions and Limitations. For the avoidance of doubt, where Exceptions and Limitations apply to Your use, this License does not apply, and You do not need to comply with its terms and conditions.

2.1.3. Term. The term of this License is specified in Section 5.1.

2.1.4. Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this License, simply making modifications authorized by this Section 2.1.4 never produces Adapted Material.

2.1.5. Downstream recipients. A: Offer from the Licensor – Licensed Material. Every recipient of the Licensed Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this License. B: Additional offer from the Licensor – Adapted Material. Every recipient of Adapted Material from You automatically receives an offer from the Licensor to exercise the Licensed Rights in the Adapted Material under the conditions of the Adapter's License You apply. C: No downstream restrictions. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.

2.1.6. No endorsement. Nothing in this License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor or others designated to receive attribution as provided in Section 3.1.1A.a.).

2.2. Other rights

2.2.1. Moral rights, such as the right of integrity, are not licensed under this License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.

2.2.2. Patent and trademark rights are not licensed under this License.

2.2.3. To the extent possible, the Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. In all other cases the Licensor

expressly reserves any right to collect such royalties, including when the Licensed Material is used other than for Non-Commercial purposes.

3. License Conditions

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

3.1. Attribution

3.1.1. If You Share the Licensed Material (including in modified form), You must: A. retain the following if it is supplied by the Licensor with the Licensed Material: a. identification of CDP as the creator of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated); b. a copyright notice; c. a notice that refers to this License; d. a notice that refers to the disclaimer of warranties; e. a URI or hyperlink to the Licensed Material; B. indicate if You modified the Licensed Material and retain an indication of any previous modifications; and C. indicate the Licensed Material is licensed under this License, and include the text of, or the URI or hyperlink to, this License.

3.1.2. You may satisfy the conditions in Section 3.1.1 in any reasonable manner based on the medium, means, and context in which You Share the Licensed Material. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.

3.1.3. If requested by the Licensor, You must remove any of the information required by Section 3.1.1.A to the extent reasonably practicable.

3.2. ShareAlike

In addition to the conditions in Section 3.1, if You Share Adapted Material You produce, the following conditions also apply.

3.2.1. The Adapter's License You apply must have the same License Elements.

3.2.2. You must include the text of, or the URI or hyperlink to, the Adapter's License You apply. You may satisfy this condition in any reasonable manner based on the medium, means, and context in which You Share Adapted Material.

3.2.3. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, Adapted Material that restrict exercise of the rights granted under the Adapter's License You apply.

4. Disclaimer of Warranties and Limitation of Liability

4.1. Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, noninfringement, absence of latent or other defects, accuracy, or the presence or absence of

errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.

4.2. To the extent possible, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this License or use of the Licensed Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to You.

4.3. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

5. Term and Termination

5.1. This License applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this License, then Your rights under this License terminate automatically.

5.2. Where Your right to use the Licensed Material has terminated under Section 5.1, it reinstates: A: automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or B: upon express reinstatement by the Licensor. For the avoidance of doubt, this Section 5.2 does not affect any right the Licensor may have to seek remedies for Your violations of this License.

5.3. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this License.

5.4. Sections 1, 4, 5, 6, and 7 survive termination of this License.

6. Other Terms and Conditions

6.1. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.

6.2. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this License.

7. Interpretation

7.1. For the avoidance of doubt, this License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this License.

7.2. To the extent possible, if any provision of this License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision

cannot be reformed, it shall be severed from this License without affecting the enforceability of the remaining terms and conditions.

7.3. No term or condition of this License will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.

7.4. Nothing in this License constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.