

## OPEN DATA PORTAL TERMS OF USE AND LICENSE

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Version date: April 2024

### 1. Your use of the Open Data Portal

- 1.1. These Open Data Portal “**terms**” are comprised of (i) these terms of use outlined in Sections 1 to 14; and (ii) the “**License**” in **Annex 1**. These terms allow you to use the CDP Open Data Portal to copy, distribute, create works and build upon the Database, provided you:
  - a) use it for non-commercial purposes;
  - b) do not infringe the rights or restrict or inhibit the use by others of the Open Data Portal;
  - c) use the Open Data Portal lawfully; and
  - d) attribute CDP as the original owner of the Database in any public use of the Database, or works produced from the Database, in the manner specified in the License. For any use or redistribution of the Database, or works produced from it, you must make clear to others the License and keep intact any notices on the original Database.
- 1.2. For the purpose of interpreting these terms “**Content**” and “**Database**” are as defined in the License in Annex 1.
- 1.3. Please read these terms before you start to use the Database. By using the Open Data Portal, you acknowledge that you accept these terms (including the License in Annex 1) and agree to comply in all respects. If you do not agree to these terms (including the License in Annex 1), you are not permitted to use the Open Data Portal. Any termination of the License will automatically terminate your rights to use Open Data Portal.
- 1.4. CDP monitors use of the Open Data Portal and failure to comply with these terms may result in withdrawal of your access.
- 1.5. These terms are specific to your use of the Open Data Portal, but you are also required to comply with all other terms governing general use of other parts of our website at: [www.cdp.net](http://www.cdp.net) (our “**site**”), either when you use our site as a guest or as a registered user.
- 1.6. The applicable and mandatory terms of use of for our site can be accessed via the following link: [website terms of use](#).

### 2. Information about us

- 2.1. The Open Data Portal is operated by CDP Worldwide, a registered charity with registration number 1122330 and a company limited by guarantee registered in England and Wales with registered number 05013650 and its wholly owned subsidiary CDP Operations Limited, a company registered in England and Wales with registration number 06602534 (together “**CDP**”, “**we**” or “**us**”). Our headquarters are at 4<sup>th</sup> Floor, 60 Great Tower Street, London, EC3R 5AZ, UK.
- 2.2. CDP Worldwide is regulated by the Charity Commission of England and Wales.
- 2.3. CDP’s affiliates are globally located subsidiaries of CDP Operations Limited and other organizations within CDP Worldwide’s operational group to whom CDP Worldwide licenses its name and brand (such as CDP North America Inc., and CDP Europe AISBL, and their affiliates).

### 3. Accessing the Open Data Portal

- 3.1. Access to the Open Data Portal is permitted on an open-source basis for unregistered users, and also for users that create an account. However, all users must comply with these terms.
- 3.2. When using the Open Data Portal, you must also comply with the provisions of our [acceptable use policy](#).
- 3.3. You are responsible for making all arrangements necessary for you to have access to the Open Data Portal. Each user is responsible for ensuring that when you access the Open Data Portal through your internet connection, you are aware of these terms, and that you comply with them.

#### **4. Intellectual Property**

- 4.1. We are the owner or the licensee of all intellectual property rights in the Content and Database contained in the Open Data Portal, and the owner of all of CDP's logos and trademarks featuring on the Open Data Portal.
- 4.2. All intellectual property rights are reserved.
- 4.3. "CDP" is a UK registered trademark of CDP Worldwide, 4<sup>th</sup> Floor, 60 Great Tower Street, London, EC3R 5AZ. Other product and company names and logos mentioned or displayed on our site may be the trademarks, service marks or trading names of CDP or third parties.

#### **5. The Open Data Portal changes regularly**

- 5.1. We aim to update the Open Data Portal regularly and may change the Content and the Database on it at any time.
- 5.2. If the need arises, we may suspend access to the Open Data Portal, relocate it at another url or domain, and/or close it indefinitely.
- 5.3. Any of the Content or the Database on the Open Data Portal may be out of date at any given time. For clarity we are under no obligation to update such Content or the Database.

#### **6. Reliance on Content and the Database**

- 6.1. Content or the Database on the Open Data Portal is not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such Content or the Database by any visitor to the Open Data Portal, or by anyone who may be informed of any of its Content or the Database.

#### **7. Our liability**

- 7.1. Some of the Database on the Open Data Portal is collated through the Database that we collect via questionnaire disclosure responses.
- 7.2. We do not examine or edit the questionnaire disclosure responses provided on the Open Data Portal, or other the Database accessible via the Open Data Portal.
- 7.3. Accordingly, the Content and the Database displayed on the Open Data Portal is provided without any guarantees, conditions or warranties as to its accuracy.
- 7.4. To the fullest extent permitted by law, CDP, CDP's affiliates, and third parties connected to us expressly disclaim all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- 7.5. To the fullest extent permitted by law, CDP, CDP's affiliates, and third parties connected to us expressly exclude:
  - a) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Open Data Portal or in connection with the use, inability to use; results of the use of our site;

- b) any liability in relation to websites linked to the Open Data Portal and any Content or the Database posted on it;
- c) any liability whether arising in contract, tort (including negligence), strict liability (whether such losses or damage were foreseen, foreseeable, known or otherwise) for:
  - i. loss of income or revenue;
  - ii. loss of business;
  - iii. loss of actual or anticipated profits or contracts;
  - iv. loss of anticipated savings;
  - v. loss of opportunity;
  - vi. loss of reputation;
  - vii. ex-gratia payments;
  - viii. loss of or damage to or corruption of the Database or software;
  - ix. loss of goodwill; and
  - x. wasted expenditure, management, or office time.

7.6. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **8. Viruses, hacking and other offences**

- 8.1. You must not damage, interfere with or disrupt access to the Open Data Portal, or do anything which might interrupt or impair its functionality.
- 8.2. You must not misuse the Open Data Portal by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- 8.3. You must not attempt to gain unauthorized access to the Open Data Portal, the server on which the Open Data Portal is stored, or any server, computer or Database connected to the Open Data Portal. You must not attack the Open Data Portal via a denial-of-service attack or a distributed denial-of service attack.
- 8.4. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such potential breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them.
- 8.5. In the event of such a breach, your right to use the Open Data Portal will cease immediately.
- 8.6. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, the Database or other proprietary material due to your use of the Open Data Portal.

## **9. Linking to the Open Data Portal**

- 9.1. You may link to any live, public landing page of the Open Data Portal, to encourage use of the Open Data Portal, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 9.2. It is your responsibility to ensure that any link you establish from any site that is not owned by you is permitted by that site.
- 9.3. We reserve the right to withdraw linking permission without notice.

## **10. No text or the Database mining**

- 10.1. You shall not conduct, facilitate, authorise or permit any text or the Database mining or web scraping in relation to the Open Data Portal or any services provided via, or in relation to our site. This includes using (or permitting, authorising, or attempting the use of):
- a) any “robot”, “bot”, “spider”, “scraper” or other automated device, program, tool, algorithm, code, process, or methodology to access, obtain, copy, monitor or republish any portion of the Open Data Portal or any data in the Database, Content, information or services accessed via the same; or
  - b) any automated analytical technique aimed at analysing text in the Content or the data in the Database in digital form to generate information which includes but is not limited to patterns, trends and correlations.

## **11. Links from the Open Data Portal**

- 11.1. Where the Open Data Portal contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **12. Variations**

- 12.1. We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms may also be superseded by provisions or notices published elsewhere on our site.

## **13. Jurisdiction and applicable law**

- 13.1. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Open Data Portal although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.
- 13.2. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **14. Your concerns**

- 14.1. If you have any concerns about Content or the Database which appears on the Open Data Portal, please contact [website@cdp.net](mailto:website@cdp.net). Thank you for registering to use the Open Data Portal.

## **Annex 1 License**

### **Agreed terms:**

The Licensor (as defined below) and you agree as follows:

#### **1. Definitions**

- 1.1 In this License the following terms have the following meanings:

**Content** means the materials, reports, and content, in the Open Data Portal which includes the information, independent works, or other material.

**Database** means all the data (including Questionnaire Disclosure Data) in the Open Data Portal, arranged and individually accessible by electronic or other means offered under the terms of this License.

**Database Right** means the intellectual property rights in the Content and the Database.

**Derivative Database** means a database based upon the Content or the Database, including any translation, adaptation, arrangement, modification, or any other alteration.

**Extraction** means the permanent or temporary download of all or a part of the Database to another medium by any means or in any form.

**License** means this license.

**Licensor** means CDP Worldwide, registered charity number 1122330, of 4<sup>th</sup> Floor, 60 Great Tower Street, London EC3R 5AD (also “CDP”).

**Produced Work** means a work derived from the Content, the Database, or any Derivative Database.

**Questionnaire Disclosure Data** means environmental response disclosure data submitted to CDP by cities, states and regions via CDP’s questionnaire.

**Re-utilisation** means any form of making available to the public all or part of the Content, or the Database, by the distribution of copies, or other forms of transmission.

1.2 In this License words in the singular include the plural and vice versa.

## 2. Rights granted

2.1 Subject to the terms of this License, the Licensor grants you a worldwide, royalty-free, non-exclusive, terminable license to use the Content and the Database for the duration of any applicable copyright and Database Rights. These rights explicitly **exclude** commercial use. To the extent possible in the relevant jurisdiction, these rights may be exercised in all media and formats whether now or in the future. The rights granted include:

2.1.1 Extraction and Re-utilisation of the whole or part of the Content;

2.1.2 creation of Derivative Databases;

2.1.4 distribution, communication, display, making publicly available,

provided that any such use is for non-commercial purposes.

2.2 The Licensor reserves the right to publish the Content and the Database under different terms, to stop distributing or making available Content and the Database or to unilaterally terminate this License with immediate effect. All other rights not expressly granted by Licensor are reserved.

- 2.3 Use of Content and the Database for any commercial purpose is strictly prohibited. For these purposes, use for a commercial purpose includes (but is not limited to):
- 2.3.1 re-selling Content and the Database in modified, adapted, or original form, in part or whole, on its own or as part of a product;
  - 2.3.2 using Content and the Database in a subscription or fee-based database service;
  - 2.3.3 including Content and the Database in a tradable investment product; and
  - 2.3.4 using Content and the Database for research within a corporate setting, for example, as part of a market research exercise for a paying client.

### **3. Conditions of Use**

- 3.1 The rights granted in Section 2 are subject to the following conditions.

- 3.2 If you use Content and the Database, you must:

- 3.2.1 only do so under the terms of this License;
- 3.2.2 include a copy of this License;
- 3.2.3 keep intact any copyright or Database Right notices and notices (including ones that refer to this License); and
- 3.2.4 if not possible to put the required notices in a particular file (due to its structure) then you must include the notices in a location (such as a relevant directory) where users would see it.

- 3.3 If you publish a Produced Work, you must include an intellectual property notice associated with the Produced Work to make any person that accesses the Produced Work aware that Content was obtained from the Database (or a Derivative Database). One of the following CDP logos will satisfy the requirement to give notice under Section 3.3:



- 3.3.1 if the background on which the logo is placed is white, use the red block logo. This is the primary version.
- 3.3.2 if the background on which the logo is placed is not white, use the white block logo.

- 3.3.3 the logo must be hyperlinked back to CDP's Open Data Portal landing page (<http://data.cdp.net>).
- 3.3.4 always ensure the logo is clearly positioned. Please do not apply it at less than 20mm block height.
- 3.4 If you publish a Produced Work, you must also add a credit using the following text:
  - 3.4.1 ***"This data is collected through CDP-ICLEI Track powered by CDP data. When using this data, please cite both CDP and ICLEI using the following wording: 'This data was collected in partnership by CDP and ICLEI - Local Governments for Sustainability'."***
  - 3.4.2 The above text should contain a hyperlink to CDP's Open Data Portal landing page (<http://data.cdp.net>). If hyperlinks are not possible, you should include the plain text of the required urls with the above notice.
  - 3.4.3 The attribution must be no smaller than 70% of the largest font relating to the information or 7px, whichever is larger.
- 3.5 You are prohibited from sublicensing Content and the Database. Each time you publish or link to Content or the Database, or any Derivative Database, Licensor offers the recipient a license to the Content and the Database on the same terms as this License.
- 3.6 Please check these License terms regularly, as we may update them at any time without notice. In continuing to use the Content and the Database you agree to any changes.
- 3.7 This License excludes all representations, warranties, obligations, and liabilities in relation to the Content and the Database to the maximum extent permitted by law.
- 3.8 The Licensor is not liable for any errors or omissions in the Content and the Database or for any loss or damage that may result from your use.
- 3.9 This License is governed by the Laws of England and Wales and the English courts have exclusive jurisdiction to deal with any matters arising out of or in connection with this License.