CDP Open Database License
Last Updated: 27 November 2014
Summary

Under this license, you are free:

To Share: To copy, distribute, and use this database and its contents for non-commercial purposes

To Create: To produce works from this database for non-commercial purposes

To Adapt: To modify, transform and build upon the database for non-commercial purposes

As long as you:

Attribute: You must 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 of the database and keep intact any notices on the original database.

The CDP Open Database License draws directly and heavily on Open Data Commons’ Open Database License. However, the CDP Open Database License explicitly forbids commercial use of the data and enumerates specifically prohibited uses.

NB: CDP allows and encourages both non-commercial and commercial uses of our data. 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.
The License

Preamble
The CDP Open Database License is a license agreement intended to allow users to freely share, modify, and use this Database for non-commercial purposes subject to the attribution requirements set out in Section 3.

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

1.0 Definitions of Capitalised Words

“Collective Database” – Means this Database in unmodified form as part of a collection of independent databases in themselves that together are assembled into a collective whole. A work that constitutes a Collective Database will not be considered a Derivative Database.

“Convey” – As a verb, means Using the Database, a Derivative Database, or the Database as part of a Collective Database in any way that enables a Person to make or receive copies of the Database or a Derivative Database. Conveying does not include interaction with a user through a computer network, or creating and Using a Produced Work, where no transfer of a copy of the Database or a Derivative Database occurs.

“Contents” – The contents of this Database, which includes the information, independent works, or other material collected into the Database. For example, the contents of the Database could be factual data or works such as images, audiovisual material, text, or sounds.

“Database” – A collection of material (the Contents) arranged in a systematic or methodical way and individually accessible by electronic or other means offered under the terms of this License.


“Database Right” – Means rights resulting from the Chapter III (“sui generis”) rights in the Database Directive (as amended and as transposed by member states), which includes the Extraction and Re-utilisation of the whole or a Substantial part of the Contents, as well as any similar rights available in other jurisdictions

“Derivative Database” – Means a database based upon the Database, and includes any translation, adaptation, arrangement, modification, or any other alteration of the Database or of a Substantial part of the Contents. This includes, but is not limited to, Extracting or Re-utilising the whole or a Substantial part of the Contents in a new Database.

“Extraction” – Means the permanent or temporary transfer of all or a Substantial part of the Contents to another medium by any means or in any form.

“License” – Means this license agreement and is both a license of rights such as copyright and Database Rights and an agreement in contract.

“Licensor” – Means CDP Worldwide, registered charity number 1122330, of 4th Floor Plantation Place South, 60 Great Tower Street, London EC3R 5AD, UK (also “CDP”)

“Person” – Means a natural or legal person or a body of persons corporate or incorporate.
“Produced Work” – a work (such as an image, audiovisual material, text, or sounds) resulting from using the whole or a Substantial part of the Contents (via a search or other query) from this Database, a Derivative Database, or this Database as part of a Collective Database.

“Publicly” – means to Persons other than You or under Your control by either more than 50% ownership or by the power to direct their activities (such as contracting with an independent consultant).

“Re-utilisation” – means any form of making available to the public all or a Substantial part of the Contents by the distribution of copies, by renting, by online or other forms of transmission.

“Substantial” – Means substantial in terms of quantity or quality or a combination of both. The repeated and systematic Extraction or Re-utilisation of insubstantial parts of the Contents may amount to the Extraction or Re-utilisation of a Substantial part of the Contents.

“Use” – As a verb, means doing any act that is restricted by copyright or Database Rights whether in the original medium or any other; and includes without limitation distributing, copying, publicly performing, publicly displaying, and preparing derivative works of the Database, as well as modifying the Database as may be technically necessary to use it in a different mode or format.

“You” – Means a Person exercising rights under this License who has not previously violated the terms of this License with respect to the Database, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.

Words in the singular include the plural and vice versa.

2.0 Rights granted

2.1 Subject to the terms and conditions of this License, the Licensor grants to You a worldwide, royalty-free, non-exclusive, terminable (but only under Section 9) license to Use the Database for the duration of any applicable copyright and Database Rights. These rights explicitly EXCLUDE commercial use (see Section 2.4 for more information). To the extent possible in the relevant jurisdiction, these rights may be exercised in all media and formats whether now known or created in the future.

The rights granted cover, for example:

a. Extraction and Re-utilisation of the whole or a Substantial part of the Contents;

b. Creation of Derivative Databases;

c. Creation of Collective Databases;

d. Creation of temporary or permanent reproductions by any means and in any form, in whole or in part, including of any Derivative Databases or as a part of Collective Databases; and

e. Distribution, communication, display, lending, making available, or performance to the public by any means and in any form, in whole or in part, for non-commercial purposes.

2.2 Compulsory license schemes. For the avoidance of doubt:
a. Non-waivable compulsory license schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License;

b. Waivable compulsory license schemes. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License; and,

c. Voluntary license schemes. The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this License.

2.3 The right to release the Database under different terms, or to stop distributing or making available the Database, is reserved. Note that this Database may be multiple-licensed, and so You may have the choice of using alternative licenses for this Database. All other rights not expressly granted by Licensor are reserved.

2.4 Use of the Database for any commercial purpose is strictly prohibited under this License. For these purposes Use for a commercial purpose includes but is not limited to:

a. Re-selling the Database in modified, adapted, or original form, in part or whole, on its own or as part of a product.

b. Using the Database in a subscription or fee based database service.

c. Including the Database in a tradable investment product.

d. Using the Database for research within a corporate setting, for example, as part of a market research exercise for a paying client.

3.0 Conditions of Use

3.1 The rights granted in Section 3 above are expressly made subject to Your complying with the following conditions of use. These are important conditions of this License, and if You fail to follow them, You will be in material breach of its terms.

3.2 Notices. If You Publicly Convey this Database, any Derivative Database, or the Database as part of a Collective Database, then You must:

a. Do so only under the terms of this License;

b. Include a copy of this License or its Uniform Resource Identifier (URI) with the Database or Derivative Database, including both in the Database or Derivative Database and in any relevant documentation;

c. Keep intact any copyright or Database Right notices and notices that refer to this License; and

d. If it is 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 be likely to look for it.
3.3 Notice for using output (Contents). Creating and Using a Produced Work does not require the notice in Section 3.2. However, if you Publicly Use a Produced Work, You must include a notice associated with the Produced Work reasonably calculated to make any Person that uses, views, accesses, interacts with, or is otherwise exposed to the Produced Work aware that Content was obtained from the Database, Derivative Database, or the Database as part of a Collective Database, and that it is available under this License.

a. Example notice 1: One of the following logos will satisfy notice under Section 4.3:

![Logo Examples]

If the background on which the logo is placed is white, use the red block logo. This is the primary version.

If the background on which the logo is placed is not white, use the white block logo.

The logo must be hyperlinked back to CDP’s data page (http://data.cdp.net).

Always ensure the logo is clearly positioned. Please do not apply it at less than 20mm block height.

b. Example notice 2. In situations where it is not possible to display a logo (e.g. academic papers), the following text will satisfy notice under Section 3.3:

"Powered by CDP Data"

The above text should contain a hyperlink to the location of the Database (http://data.cdp.net). If hyperlinks are not possible, You should include the plain text of the required URI’s with the above notice.

The attribution must be no smaller than 70% of the largest font relating to the information or 7px, whichever is larger.

3.4 Licensing of others. You may not sublicense the Database. Each time You communicate the Database, the whole or Substantial part of the Contents, or any Derivative Database to anyone else in any way, the Licensor offers to the recipient a license to the Database on the same terms and conditions as this License. You are not responsible for enforcing compliance by third parties with this License, but You may enforce any rights that You have over a Derivative Database. You are solely responsible for any modifications of a Derivative Database made by You or another Person at Your direction. You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License.

4.0 All other use of this Database by You is governed by our Terms and Conditions. (https://www.cdp.net/en/info/terms-and-conditions)