GENERAL CONDITIONS OF USE FOR
THE AGRIBALYSE® DATABASE

The AGENCE DE L'ENVIRONNEMENT ET DE LA MAITRISE DE L'ENERGIE,
Etablissement Public de l'Etat A caractère Industriel et Commercial (EPIC),
subject to Articles L.131-3 to L.131-7 and R.131-1 to R.131-26 of the Environment Code,
Head Office, 20, Avenue du Grésillé – BP 90406 – 49004 Angers Cedex (01) France,
Registered with the Anger Company Register n° 385 290 309,
Represented by Mr Bruno LECHEVIN,
In the capacity of President**,** duly authorised to sign this license agreement,
hereinafter referred to as "the ADEME",

- – Director of publications: Agnès Breiteinstein
- – AGRIBALYSE DATABASE publisher: ADEME
- – Hosting: ADEME
- – Version: 1.1
- – Date: 1 October 2016

DEFINITIONS

The terms listed below, used in the singular or the plural, are defined as follows:

a.
AGRIBALYSE® DATABASE denotes the database as defined in Article L.112-3 paragraph 2 of the Intellectual Property Code, developed on the initiative and at the expense of the ADEME and the partners of the AGRIBALYSE® program, which comprises Life Cycle Inventory (LCI) data sets for French (mainly) and imported agricultural products as well as information on the agricultural production processes.

b.
GENERAL INFORMATION denotes the INFORMATION relating to
- – the description of the production systems
- – the LCI data set flows
- – the flow calculation and characterization methods and, more generally, to all the methodologies selected.

c.
LICENSE denotes these general conditions of use for the AGRIBALYSE® DATABASE together with updates and/or any addenda or particular conditions.

d.
USER or **LICENSEE** denotes any person authorized to access the AGRIBALYSE® DATABASE under these conditions.

WHEREAS

The ADEME provides the GENERAL INFORMATION contained in the AGRIBALYSE® DATABASE by sending USERS the LCI data sets organized as a hierarchy.

It should be noted that the USER is exclusively responsible for providing the equipment (computers, telephone, software, telecommunications systems, etc) used for accessing the AGRIBALYSE® DATABASE.

In general, granting the LICENSE or authorizing access to the AGRIBALYSE® DATABASE does not include any additional obligation (such as provision of services, supply of equipment, consultancy, etc).

IT IS THEREFORE AGREED AS FOLLOWS

ARTICLE 1.   SUBJECT

This agreement defines the general conditions of use for the AGRIBALYSE® DATABASE by the USER.

The ADEME hereby grants the USER a worldwide, non-exclusive, personal, non-transferable, royalty-free LICENSE, to access the GENERAL INFORMATION in accordance with these general conditions of use for the AGRIBALYSE® DATABASE and in particular the rights defined in article 2 below.

ARTICLE 2.   USER'S RIGHTS AND OBLIGATIONS

The ADEME grants the USER, the personal, non-exclusive and non-transferable rights to extract and re-use the GENERAL INFORMATION made available to him as well as the right to exploit, for non-commercial purposes, the intellectual property inherent in the presentation of the GENERAL INFORMATION.

These rights comprise:

-        The right to consult, extract and re-use the GENERAL INFORMATION as defined in Article L.342-1 of the Intellectual Property Code.

-        The rights include:

- reproduction of all or part of the GENERAL INFORMATION on any type of medium, current or future,

- modification of the form of the information,

- communication by any means and, in particular, distribution of the GENERAL INFORMATION provided that the integrity of said GENERAL INFORMATION is maintained.

The USER undertakes to ensure that the GENERAL INFORMATION is not modified, that the underlying information is not changed and that the source of the information is declared. In all cases mentioned above, the USER should name the source on all copies as "Source ADEME - AGRIBALYSE®".

The USER may not in any circumstances (directly or indirectly, temporarily or permanently, free of charge or in return for payment) sell and/or distribute the AGRIBALYSE® DATABASE. Persons who wish to distribute the AGRIBALYSE® DATABASE in its original format or in a modified format should contact the ADEME.

ARTICLE 3.   INTELLECTUAL PROPERTY RIGHTS

The ADEME is the exclusive owner of all intellectual property rights relating to the organization and content of the AGRIBALYSE® DATABASE given that the content of the AGRIBALYSE® DATABASE, which includes data produced by the ADEME and the partners of the AGRIBALYSE® program, is protected by the provisions of Articles L.341-1 et seq of the Intellectual Property Code and international conventions.

The rights granted to the USER do not imply any transfer of property or any of the rights held by the ADEME, in particular (but not exclusively) the copyright (including software copyright), Sui Generis copyright (Article L.341-1 et seq of the Intellectual Property Code and international conventions),

rights relating to distinctive signs, drawings and models, patents, inventions, savoir-faire, domain names and image usage rights for objects and persons.

The USER undertakes to comply and ensure compliance with all the ADEME's intellectual property rights (including the references to the ownership of property rights) and also undertakes to notify the ADEME, without delay, of any breach and/or infringement of which he is aware.

ARTICLE 4.   **RULES FOR USING THE COMPUTER FILES AND LIMITATION OF LIABILITY**

4.1   RULES FOR USING THE COMPUTER FILES

The USER declares that he is familiar with and accepts the characteristics and limitations of using the computer files and in particular accepts the following.

- The USER uses the AGRIBALYSE® DATABASE at his own risk.
- Any file or data accessed or obtained by any means while using the AGRIBALYSE® DATABASE is at the USER's risk. The USER is solely liable for any damage to his equipment and/or loss of data as a result of accessing these files or data and/or using the AGRIBALYSE® DATABASE.
- The USER is responsible for taking all appropriate measures to protect his own data and/or software from attack by malware.
- The USER is solely responsible for the use made of the GENERAL INFORMATION and, in consequence, the ADEME may not be held liable for direct or indirect losses resulting from the use of this GENERAL INFORMATION.
- The USER is responsible for taking the measures required to ensure that the technical characteristics of his equipment enable him to use the GENERAL INFORMATION.
- The USER should set up and, if necessary, upgrade the supervision systems to prevent disclosure of the GENERAL INFORMATION and in particular prevent the unlawful use, or use contrary to this LICENSE, of all or part of the GENERAL INFORMATION, by any means and in any form.
- The USER should notify the ADEME as soon as he is aware of any infringement or attempted infringement and in particular of any unlawful and/or non-contractual use of the INFORMATION, regardless of the method of distribution used.

4.2   LIMITATION OF LIABILITY

The ADEME does not provide any warrantee of the reliability, veracity, exhaustiveness or pertinence of any of the GENERAL INFORMATION contained in the AGRIBALYSE® DATABASE or other data on the AGRIBALYSE® website, whether this data has been provided by the ADEME, by its partners or by a third party.

Supplying the GENERAL INFORMATION may not be considered, in any manner whatsoever, as providing specific advice or decision-making tool for undertaking transactions or taking decisions.

Each USER accepts, therefore, that he uses the GENERAL INFORMATION contained in the AGRIBALYSE® DATABASE at his own risk within the limitation of the rights granted by this agreement.

The ADEME and the partners of the AGRIBALYSE® program may not, therefore, be held liable for any direct, indirect or consequential losses that may result from the use of the AGRIBALYSE® DATABASE.

ARTICLE 5.   **LITIGATION**

This LICENSE is subject to French law.

Any litigation or dispute that may result regarding the interpretation, use, termination and/or validity of this agreement and/or any subsequent agreement, that may not be settled amiably by the parties within two (2) months with effect from the notification sent by one of the parties to the other, shall be brought before the competent court.

ARTICLE 6.   DURATION

This agreement takes effect from the acceptance of signature of the GENERAL CONDITIONS OF USE FOR THE AGRIBALYSE® DATABASE.

The rights and obligations defined in these general conditions are granted for a period of ten (10) years unless terminated by one or other of the parties subject to one month's notification sent by any means whatsoever.

ARTICLE 7.   SUNDRY

If any of the provisions in this agreement is declared null and void or inapplicable under a law, regulation or subsequent to a definitive ruling by a court of law, all the other provisions will remain in force.
The contractual relationship between the ADEME and the USER is governed by the provisions in this agreement together with the USER's acceptance of these provisions.

The integrity and integrality of the AGRIBALYSE® DATABASE can only be guaranteed if the database has been sent by the ADEME.

The USER is asked to notify the ADEME of any anomalies / errors he may find in the AGRIBALYSE® DATABASE.

The ADEME reserves the right not to make the AGRIBALYSE® DATABASE available if it considers that the proposed use is inappropriate.

Summary

The user declares that:

- he has read the General conditions of use for the AGRIBALYSE® DATABASE that can be accessed from the AGRIBALYSE® website and undertake to comply with the conditions.
- he will not transfer the user rights to any third party
- he agrees that the ADEME and the partners of the AGRIBALYSE® program may not be held liable for any direct, indirect or consequential losses that may result from the use of the AGRIBALYSE® DATABASE
- he will notify of any change of status (especially change of institute).
- he will send any comments on the AGRIBALYSE® DATABASE to the ADEME: agribalyse@ademe.fr.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY DOWNLOADING OR INSTALLING OR USING THE AGRIBALYSE DATA, YOU EXPRESSLY CONSENT TO BE BOUND LICENSOR THE RIGHTS SET FORTH HEREIN.