

GHG Reservoir (G-res) Tool

Terms and Conditions for Use

April 2019

Whereas,

- a) The Tool is to be freely available as a tool to inform dialogue and policy; and
- b) The Tool is available to all parties without charge from www.hydropower.org/gres;
- c) Use of the Tool is to be governed to promote its widespread use, protect its integrity, ensure appropriate use and provide quality control; and
- d) The G-res Expert Committee retains the right to oversee the appropriateness of any use of the Tool.

The Terms and Conditions for such use are set out below:

1 Definitions

- 1.1 Tool shall mean the GHG Reservoir Emissions Tool (G-res Tool).
- 1.2 Assessment shall mean any use of the Tool to estimate greenhouse gas emissions at an existing or planned reservoir.
- 1.3 The G-res Expert Committee comprises representatives nominated by IHA, UQAM, and UNESCO.
- 1.4 IHA shall mean International Hydropower Association Limited.
- 1.5 UQAM shall mean Université du Québec à Montréal.
- 1.6 UNESCO shall mean the United Nations Educational, Scientific and Cultural Organisation.
- 1.7 User shall mean anyone using the tool.
- 1.8 Client shall mean an organisation commissioning an assessment.
- 1.9 Report shall mean a report based on the output generated by the Tool and required for use public disclosure of results.
- 1.10 Public disclosure is any disclosure by the User outside the User's organisation.
- 1.11 Commercial Purposes are any uses where revenue or income is generated, or where it is intended that revenue or income is generated, using the Tool.

2 Intellectual Property

- 2.1 The Tool, with its previous drafts, is protected by IHA through international intellectual property law, including copyright.
- 2.2 IHA vests in the G-res Expert Committee the right to act on its behalf in regulating the use of the Tool, and protecting the intellectual property of the Tool.
- 2.3 Any use of the Tool that does not comply with the Terms and Conditions shall be regarded as unauthorised use, in breach of intellectual property rights.

3 Types of Use

- 3.1 The G-res Tool is used to estimate the change in carbon dioxide and methane emissions resulting from the impoundment of an existing or planned reservoir.
- 3.2 The Tool and its support materials will be used for a variety of purposes, including assessments, training, consultancy and capacity building.
- 3.3 Any use of the Tool will be regarded as either for Commercial Purposes or Non- Commercial use (as provided for in paragraph 4).
- 3.4 The G-res Expert Committee retains the right to satisfy itself that any Report constitutes an appropriate application of the Tool.

4 Commercial and Non-Commercial Use

- 4.1 Any person can use the tool for non-commercial use.
- 4.2 For commercial use, the user should have undergone a results validation process which has been approved by the G-res Expert Committee.

5 Claims

- 5.1 No Claims for commercial purposes in respect of the Tool's use may be made unless the Claim has been validated by a qualified person who has been nominated by the G-res Expert Committee.
- 5.2 A Claim for commercial purpose with respect to the use the Tool is:
 - 5.2.1. Any public disclosure of the results following the use of the Tool; or
 - 5.2.2. Use of any templates provided for using the Tool, including any proprietary logos and diagrams.
- 5.3 Claims and publication of Tool results is permitted for academic purposes, provided all input data and Tool outputs are open-source and publicly available.
- 5.4 A Claim for academic purpose with respect to the use of the Tool is:
 - 5.4.1. The publication of Tool results in a peer-reviewed, academic journal or publication.
- 5.5 No Report shall refer to greenhouse gas emissions of the reservoir assessed by the Tool as 'certified sustainable' or make similar claims regarding a 'pass' or 'fail'.

6 Liability

- 6.1 With respect to information available from the G-res Tool website, publications and tool, neither the G-res Expert Committee nor any of its affiliated organizations make any warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose, nor does the G-res Tool assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, product, or process disclosed, nor does the G-res Tool represent that its use would not infringe upon privately owned rights.
- 6.2 The Tool software is provided on an 'as is' basis and the G-res Expert Committee disclaims all liability of any kind whatsoever arising out of the use, or inability to use, the databases and all information and data contained within them. Parts of the pages or the complete model might be extended, changed or partly or completely deleted without separate announcement.

7 Revisions to the Terms and Conditions

- 7.1 Any revisions to these Terms and Conditions can only be made by the G-res Expert Committee.
- 7.2 These Terms and Conditions shall be periodically reviewed at intervals no greater than 5 years.
- 7.3 In the event that any language in the background document of the Tool contradicts these Terms and Conditions, these Terms and Conditions will take precedence.

8 Breach

- 8.1 Any use in contravention of these Terms and Conditions constitutes unauthorised use of the Tool in violation of the intellectual property rights relating to the tool.