GRI Digital Reporting Tool
User License Agreement

As of: 1 November 2018

The terms and conditions of this User Licence Agreement govern the use of, and the subscription to, the GRI Digital Reporting Tool and apply between Stichting Global Reporting Initiative, a foundation (stichting) incorporated under the laws of the Netherlands having its seat in Amsterdam, the Netherlands, registered at the Dutch trade registry (Kamer van Koophandel) under number 34176957 and having its office address at Barbara Strozilaan 336, 1083 HN, Amsterdam, the Netherlands, and any organization that wishes to make use of the GRI Digital Reporting Tool and the persons who are authorized to represent such organisation and to whom access to the GRI Digital Reporting Tool is provided.

1. Definitions
The following terms shall have the meaning ascribed to them below:

**Comprehensive reporting option**
There are two options for preparing a report in accordance with the GRI Standards: Core and Comprehensive. The Comprehensive report builds on the Core option by requiring additional disclosures on strategy, ethics and integrity, and governance. In addition, all topic-specific disclosures for each material topic (as identified by the reporting organization) covered in the GRI Standards must be reported.

**Core reporting option**
There are two options for preparing a report in accordance with the GRI Standards: Core and Comprehensive. The Core reporting option indicates that a report contains the minimum information needed to understand the nature of the reporting organization, its material topics and related impact, and how these are managed.

**Reporter**
The organization that uses the Tool to produce a GRI Standards based report.

**Reporter Data**
The data provided by and entered into the Tool by the Reporter.

**GDPR**
2. General Information on the Tool
In November 2018, GRI launched the GRI Digital Reporting Tool v 1.1 (henceforth the Tool) as the official version of the tool, which will replace the beta version (v 1.0) that was launched in July 2018. The aim is to continuously improve and add functionality to future version(s) with user input. The Tool is owned and operated by GRI and can be used by any reporting organization to publish sustainability information and data using the GRI Standards. The GRI Standards require that Reporters use the 10 GRI Reporting Principles, and it is expected that all these processes will be followed by Reporters independently of the Tool. The outcomes and the responses should be filled out under the relevant disclosures in the Tool. Reports can be published to the GRI Sustainability Disclosures Database and the process of notifying the Standards Division is accommodated within the Tool. Reporters can also download their data in Word or Excel formats.

3. Grant of License

GRI grants the Reporter a non-exclusive, non-sublicensable, non-transferable license to use the Tool within the limits of this User License Agreement. This license is expressly limited to the use by the Reporter and its designated two Users, who can be appointed and substituted by the Reporter.

A Reporter may not (i) commercially exploit the Tool, other than making use of the reports generated by it for its own purposes, commercial and non-commercial; (ii) copy (archival or otherwise), distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the Tool, any copies thereof, or any passwords or usernames of Tool, without the express prior written consent of GRI or as set forth in this User License Agreement; (iii) make the Tool publicly available or available on a network for use or download by multiple users; (iv) reverse engineer, decompile, disassemble, translate, prepare derivative works based on or otherwise modify the Tool, in whole or in part; (v) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Tool, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material; or (vi) misrepresent the source of ownership of the Tool. A Reporter is further prohibited from using the Tool in any matter other than described above.

No Reporter or User is allowed to use the Tool for the benefit of any other organization than the Reporter.

A Reporter may not use the Tool to submit or link to any content which is defamatory, abusive, hateful, threatening, libelous, spam or spam-like, likely to offend, contains adult, nudity or objectionable content, contains personal information of others, or is racially, sexually, religiously, or otherwise objectionable or offensive, risks copyright infringement, encourages unlawful activity, or otherwise violates any laws. A Reporter may not use the Tool to harm anyone or to cause offence to or harass any person or disrupt the Tool in a way that may negatively affect others' ability to fully enjoy the Tool.

GRI may, at any time and without prior notice, revoke the license and restrict access to the Tool, if Reporter is in default of any of the terms and conditions of this User License Agreement.
The license does explicitly not include a right of maintenance service for the benefit of a specific Reporter. However, should you encounter any problems with the Tool, then feel free to please contact digital@globalreporting.org

Any improvements, modifications, updates, extensions and enhancements that GRI makes to the Tool, are automatically covered by this license. These updates will be communicated to the Users by GRI either through the website, direct email or any other relevant communication means.

4. Terms of Use

The Tool is designed to be a publishing tool, not a data management tool for the Reporter. The processes that go along with reporting, such as, data gathering and compilation, stakeholder engagement, materiality analysis etc., will be solely the responsibility of the Reporter.

The v 1.1 replaces the beta version (v 1.0). GRI reserves the right, for any reason and without notice, in its sole discretion, to terminate, change, suspend, or interrupt access, in whole or in part, to the Tool. GRI will however make reasonable efforts of informing Reporters in time before terminating the service of the Tool.

Presently, the Tool is offered for free. GRI explicitly reserves the right to restrict the use of the Tool and demand a fee for the use of the Tool or certain features thereof in the future. The Reporter will be required to agree on updated terms and conditions.

While GRI strives to ensure that the information included on the Tool is accurate and reliable, errors may sometimes occur in the transmission of information. GRI does not guarantee that the content included on Tool is free from all technical inaccuracies, functional issues or typographical errors. The Reporter and its Users acknowledge the beta-status of the Tool and accept the potential inaccuracies set out above.

GRI reserves the right, in its sole discretion, to modify, alter, or otherwise revise the terms and conditions of this User License Agreement at any time. Acceptance of the User License Agreement including its current terms and conditions are a requirement for any Reporter and User before they can make use of the Tool. The User License Agreement including its current terms and conditions should be reviewed regularly.

5. Tool access

Any Reporter can access the Tool through their two self-nominated Users. The contacts will be classified as User 1 and User 2. Both the contacts will have all administrative rights and will be able to create a GRI report using the Tool. However, User 1 will have some additional rights to change the contact details of both User 1 and User 2.
The access to the Tool will only be provided to the Users after they validate their email. This ensures the User must first validate from a working email while also preventing non-essential access to the tool e.g., via bots.

There is no time restriction on the completion of the report. The completed data will remain saved and editable by the Users.

Before the Users can publish the reported data, they will be asked to digitally confirm that they are legally allowed to represent the reporting organization. By agreeing to this User License Agreement, each User represents and warrants that he/she has obtained all necessary internal approvals and that he/she is authorized to represent the Reporter.

GRI cannot be held responsible nor liable for any damages caused by persons who were not authorized to represent a Reporter or any other organization. If any organization becomes aware of any unauthorized representation of their organization, this organization can contact GRI at digital@globalreporting.org.

GRI reserves the right to revoke the access and usage rights of any User in case of abuse of log-in details, misrepresentation or acts by the User (or the person using the account of the User) in violation of this User License Agreement.

6. Data access and data ownership

The access to the Tool will be restricted to the two Users of each Reporter. Currently, the only access to the Tool is through the web-portal. The Reporter has the option to publish their report to the GRI Sustainability Disclosures Database (SDD) or export their own data in a machine-readable file. There is presently no functionality related to data analytics or access to a searchable database at the individual disclosure level, although GRI aims to build this out over time for the benefit of Reporters and stakeholders.

Notification to the GRI Standards Division is one of the requirements for reporting in accordance with the GRI Standards. After the Reporter has finalized responding to all the selected disclosures for their report, the Reporter will also get the option to notify GRI Standards Division directly through the Tool upon publishing to the SDD.

Only when the Reporter decides for their data to be published publicly using the Tool, the Reporter Data will be visible on the public area of the Tool, i.e. the SDD. Public Data cannot be edited by anyone (including the Reporter) after it is published.

The responsibility of validation of the final Reporter Data lies with the Reporter, GRI cannot be held responsible for any errors or mistakes in the final data published by the Reporter. If the Reporter however becomes aware of any incorrect Public Data on their organization, it can notify GRI at digital@globalreporting.org. The Reporter is and remains the sole owner of their own reported data.

Data entered into the Tool is stored on GRI’s data platform. No third party will be able to access the Reporter Data stored on the data platform. Once the report is published through the Tool by the
Reporter, the data will appear on the SDD but cannot yet be accessed at the individual disclosure level (full reports are viewable). GRI is developing APIs to provide further access to the Tool run on GRI’s data platform through other channels such as existing independent sustainability reporting software tools. This User License Agreement shall apply to the APIs in addition to any other terms and conditions that may apply.

Both Reporter Data and Public Data may be used by GRI for statistical, trend analysing and program optimisation purposes. Reporters and Users agree that GRI may collect and use certain data, including Reporter Data and Public Data, and share this data with third parties on a free or commercial basis, provided that such data disclosed to third parties shall contain no reference to and may not contain Personal Data.

7. Copyright

All intellectual property rights, including copyrights, patents and trademark rights used by the Tool and data added to the Tool by GRI, including the linked content, is solely owned by or licensed to GRI. Such content cannot to be used, reproduced or copied without the express written consent of GRI.

Data added by the Reporter or its Users to the Tool remains the property of the Reporter. All intellectual property rights relating thereto shall be observed by GRI at all times, however the Reporter and its Users agree and approve the use of their intellectual property rights to the extent that the data is collected and used by GRI on an aggregated basis. Any data and any intellectual property rights relating thereto that is part of the report that is published to and made visible on the public area of the Tool and the Sustainability Disclosure Database, and thus qualifies as Public Data, shall however be public.

Any and all rights in the Sustainability Disclosure Database (such as, but not limited to database rights, trademarks and copyrights) are owned by GRI, except the Public Data of each Reporter. The legal notice of the Sustainability Disclosure Database can be found here: http://database.globalreporting.org/legal-notice

8. Data Privacy

GRI will only process Personal Data insofar as this is necessary for the operation and secure utilisation of the Tool.

By registering to the Tool, the User agrees that GRI (as controller), and their external service providers (as processors), may collect, use and process the following Personal Data:

- User Name
- First name and family name
- Email address
- Telephone number
- Position title
- Organization(s) on behalf of which the User is reporting
The aforementioned Personal Data is collected for the following purposes:

- To identify the User for the purpose of granting the User exclusive access to the Tool;
- To identify the User for the purpose of validating that the User may represent the Reporter who’s reported data may be published on the public area of the Tool;
- To register the report with the GRI Standards division as per GRI Standards requirements
- To publish in the report, as the contact person of the Reporter;
- To contact the User for Standards updates, marketing and Reporter support purposes;
- To contact the User related to any changes in the Tool or the terms and conditions

GRI may contact the User by phone, sms, email, letter or other means of communication, but only for the above-mentioned purposes.

GRI respects and protects the Personal Data of the User in accordance with the General Data Protection Regulation (link). The aforementioned Personal Data is stored for as long as necessary to fulfil the stated purposes or until User contacts GRI according to the procedure described below.

Personal Data that is included in a published report that is generated by the Tool, will be publicly disclosed. All other Personal Data will not be disclosed to third parties.

Each User has the right to contact GRI to deny GRI to process his or her personal data. Furthermore, the User can at reasonable request GRI to:

- inform the User whether or not his or her Personal Data is being processed;
- correct, supplement or remove Personal Data, if the data is factually incorrect, incomplete or irrelevant;
- provide a summary of the Personal Data in a machine-readable or paper format, including a description of the purposes of the processing, the categories of the Personal Data concerned, the recipients and the source of the Data.

For any questions regarding the data processing, a User can send their request at the following email address: GDPR@globalreporting.org

GRI’s Privacy Policy can be found here: https://www.globalreporting.org/Privacy/Pages/default.aspx

9. Data security

At all times all data including Personal Data is stored at our servers hosted by Amazon Web Services at the locations in zone eu-west-1 and at the Interxion Science Park Data Center in Amsterdam. Please be referred to Amazon’s General Data Protection Regulation (GDPR) Center (link) on their GDPR compliance and security policy as well as the InterXion GDPR (link) and Privacy and Security area (link).

The Tool is accessible through the webportal. The connection of the webportal is secured via ‘Transport Security Layer’ TLS 1.2 and the data stored on the servers of the portal is encrypted on an application level. All passwords are hashed at all times (see below).

An overview of security measures includes:
Authentication
- Hashed passwords (no password ever saved anywhere)
- Communicating parties (users/systems) are authenticated using public-key cryptography

Identity
- Verification email delivery with outbound email security and spam control (ensures recipient does not view verify emails as spam)
- Access safeguards (only 2 Users from a Reporter can access DRT). Only ‘Reporter1’ can assign ‘Reporter2’.
- Recaptcha on User registration forces manual Recaptcha if the registration seems suspicious
- STS ‘Security Token Service’ includes server ‘trust list’ to ensure backend communication is secure between integrated platforms (the Tool, single-sign on, etc.)

Data Security
- TLS ‘Transport Layer Security’ provides latest cryptographic protocols for encrypted data transfer

Infrastructure Security
- User, disclosure and registration data is encrypted at rest

GRI can provide the Reporter with more information on our security policy on demand.

The data is backed up every 24 hours in an encrypted redundant system on the Amazon Servers.

10. Disclaimer, waiver, indemnity

THE TOOL IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS “AS IS” AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

In particular, in no event shall GRI or their respective personnel be liable or responsible for any loss, damage (whether actual, indirect, special, incidental, consequential, punitive, or otherwise), injury, claim, liability, or other cause of action of any kind or character whatsoever caused by, based upon, or arising out of any use of or inability to use either the Tool including linked content or the information contained in the Tool, such as viruses, omissions, or misstatements.

The Reporter and its Users each waive any claim they may have against GRI or related parties to this effect.

The Reporter and its Users agree to indemnify, defend and hold GRI, its partners, affiliates, contractors, officers, directors, employees and agents harmless from and against any and all damages, losses and expenses arising directly or indirectly from: (i) the Reporter’s and Users’ acts and omissions to act in
using the Tool pursuant to the terms of this User License Agreement; or (ii) the Reporter’s and Users’ breach of this User License Agreement.

11. **Governing law, jurisdiction**

This User Licence Agreement and its terms and conditions are subject to the laws of The Netherlands. Specifically excluded from application to this User License Agreement is that law known as the United Nations Convention on the International Sale of Goods.

Any disputes arising from or in connection with the usage of the Tool shall in first instance be attempted to be resolved through consultation and good faith negotiations.

If no understanding or resolution is reached, the parties shall irrevocably submit to the exclusive jurisdiction of the courts of The Netherlands and such dispute will be finally settled by the competent court in Amsterdam, The Netherlands.