

EFFECT License Agreement

This document sets forth the terms on which International Bank for Reconstruction and Development and the International Development Association ("The World Bank") makes the EFFECT software platform (as defined below) available for use. By downloading, storing, or using EFFECT, you agree to be bound by the following terms and conditions of use ("EFFECT License Agreement"). The term "you" refers to a user of EFFECT.

1. World Bank EFFECT

The Energy Forecasting Framework and Emissions Consensus Tool (EFFECT) is a software platform developed by the Energy Sector Management Assistance Program (ESMAP) of the World Bank for building low carbon development scenarios and forecasting their green house gas emissions.

EFFECT covers six sectors: Transport, Power, Industry, Households, Agriculture, and Non-Residential. It is an open and flexible tool which allows users to customize it for their particular needs in building low carbon development scenarios, bringing a wide range of stakeholders together, prioritizing investments, forecasting energy producing/consuming assets in a country, and forecasting GHG emissions. The World Bank releases subsequent versions of EFFECT and recommends licensees to register with us after installing the program so we can notify you about updates, features, and new releases of EFFECT. New versions may not be compatible with previous versions. Its performance critically depends on having most recent copies of the city data and recommendation sheets in EFFECT.

2. License to World Bank EFFECT & Data

The License grants you a world-wide, royalty-free, non-exclusive license to use, reproduce, distribute, or create derivative works, subject to the following restrictions:

You agree that you may not use, reproduce, or distribute EFFECT, for a fee charge or charge for derivative works based on it.

You agree not to use EFFECT in any way that is unlawful, or harms the World Bank, its service providers, its suppliers, your end users, or any other person.

You may modify, decompile, disassemble or reverse engineer any portion of EFFECT.

You may not use EFFECT in a manner that fails to comply or is inconsistent with any part of the EFFECT materials (User Manuals, Installation Instructions, and other documentation) located at <http://esmap.org/esmap/EFFECT> or supplied as part of EFFECT, as determined by the World Bank in its sole discretion.

You may not use EFFECT in connection with or to promote any products, services, or materials that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware, or other malicious programs or code, counterfeit goods, items subject to US embargo, hate materials (e.g. Nazi memorabilia) or materials urging acts of terrorism or violence, goods made from protected animal/plant

species, recalled goods, hacking/surveillance/interception/descrambling equipment, cigarettes, illegal drugs and paraphernalia, unlicensed sale of prescription drugs and medical devices, pornography, prostitution, body parts and bodily fluids, stolen products and items used for theft, fireworks, explosives, and hazardous materials, government IDs, police items, unlicensed trade or dealing in stocks and securities, gambling items, professional services regulated by state licensing regimes, non-transferable items such as airline tickets or event tickets, non-packaged food items, weapons and accessories.

You may not use, distribute or reproduce EFFECT in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with the World Bank's [Terms and Conditions](#) and [Privacy Policy](#), or this License Agreement.

3. No Endorsement

The grant of this license does not convey or suggest, directly or indirectly, endorsement or support by the World Bank of your services or products.

4. World Bank Name and Logo

The World Bank name emblem and logo are property of the World Bank, and subject to the intellectual property rights of The World Bank. This license does not permit you to use the World Bank name, emblem, logo(s), on any service, product or Web page incorporating EFFECT. Neither the name of the World Bank nor the names of its contributors may be used to endorse or promote products as a result of use of EFFECT.

5. Limited Relationship

This License Agreement does not create an employer-employee relationship, a partnership, or a joint venture. While you may publicly refer to the fact that you have licensed EFFECT, you agree not to make any other public statements that assert or imply any other relationship with The World Bank.

6. Indemnity

You agree to hold harmless and indemnify the World Bank and its affiliates, its officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your use of EFFECT other than as set forth in this License Agreement, or other actions connected with use of EFFECT, including any liability or expense arising from all claims, losses,

damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, the World Bank will provide you with written notice of such claim, suit or action.

7. No Warranty

The World Bank provides EFFECT "as is," "with all faults" and "as available," and the entire risk as to satisfactory quality, performance, accuracy, and effort is with you. To the maximum extent permitted by applicable law, the World Bank and its suppliers make no representations, warranties, or conditions, whether expressed or implied. The World Bank and its suppliers expressly disclaim any and all warranties or conditions, whether expressed, statutory, or implied, including without limitation: (a) warranties or conditions of merchantability, fitness for a particular purpose, accuracy, title, no encumbrances, no liens and non-infringement, (b) warranties or conditions arising through course of dealing or usage of trade, and (c) warranties or conditions of uninterrupted or error-free access or use.

EFFECT may require third-party software be installed on the user machine, such as a particular operating system, or a statistical package. The World Bank does not make any statement about the quality of such software, and fully disclaims all liability associated with your use of this software.

8. Liability Limitation; Exclusive Remedy

In no event will the World Bank or any supplier be liable for any damages, including without limitation any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from these EFFECT terms of use or your use of EFFECT, even if such party has been advised of the possibility of such damages. The exclusion of damages under this paragraph is independent of your exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from: (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If you do not agree with any part of these EFFECT terms of use, or you have any dispute or claim against the World Bank or its suppliers with respect to these terms of use or the services, then your sole and exclusive remedy is to discontinue using EFFECT.

9. Changes

The World Bank reserves the right to change the EFFECT License Agreement, and you are responsible for regularly reviewing the EFFECT License Agreement. Your continued use of EFFECT after the effective date of such changes will constitute acceptance of and agreement to any such changes. The World Bank may suspend or discontinue EFFECT at any time without notice.

10. Termination

The World Bank may change, suspend, or discontinue EFFECT at any time for any reason, without notice. You may also terminate by ceasing to use EFFECT, removing implementation of EFFECT from your web site(s) or application(s), and deleting all copies of EFFECT.

11. Applicable Law and Jurisdiction

This Agreement will be interpreted and enforced in accordance with the laws of the District of Columbia, United States of America. Any action to enforce this agreement shall be brought in the federal courts located in Washington, D.C.

12. Preservation of Immunities

Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of the World Bank, which are specifically reserved.

13. General

The World Bank reserves its exclusive right, to alter, limit or discontinue EFFECT or any Materials in any respect without notice. The World Bank shall have no obligation to take the needs of any user into consideration in connection therewith.

The World Bank reserves the right to deny in its sole discretion any user access to this Site or any portion thereof without notice.

If any part of this EFFECT License Agreement is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this EFFECT License Agreement will continue in effect.

The section titles in this EFFECT License Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

Except as expressly stated herein, this EFFECT License Agreement constitute the entire agreement between you and The World Bank with respect to EFFECT.

14. Comments

We encourage you to share your suggestions and ideas for using EFFECT by sending an email to esmap@worldbank.org.