

SE 2050 Database User Agreement

In submitting structural project data (“data”) to the SE 2050 Database (“Database”), you (on behalf of yourself and your firm) grant permission for the Structural Engineering Institute (“SEI”), an institute within the American Society of Civil Engineers (“ASCE”), to maintain and use such data in accordance with the following terms and conditions. You agree that by accessing and using the Database, you have read, understood, and agreed to be bound by all of these terms of use. You further agree that in using this Database, you:

- Will act in a manner that complies with the ASCE Code of Ethics and all applicable laws;
 - Will not seek to bypass or defeat any security measure or other functioning of the Database, or to subvert the confidentiality of the content therein; and
 - Will use the Database solely for its intended purposes, and not for anticompetitive or otherwise unlawful or unethical uses.
-
- Have all necessary right, title, and authority to submit your data to the Database, and that you are authorized to grant the permissions contained herein and to bind your firm to these terms.

SEI reserves the right to modify this User Agreement at any time, provided that SEI will not make any changes that lower the restrictions on access to project-specific information or identifying information. SEI will protect individual project and firm information in accordance with these terms and will only display or report User data in an aggregated or anonymous form.

If the User Agreement is modified, firms will be provided, by e-mail to their SE 2050 Commitment Program Authorizing Firm Member and Embodied Carbon Champion on record, with the new agreement a minimum of 90 days prior to the date the new terms go into effect. Any User who continues to make use of the Database after the 90-day notice period will be deemed to have consented to the changes.

How will SEI store and protect the security of my data?

SEI may contract with a third party to develop and host the Database, and any third party will be subject to a non-disclosure agreement with SEI.

You acknowledge that perfect security on the internet does not exist and agree that any information is submitted at your own risk. SEI and its third-party contractors have implemented, and will continue to implement, industry standard protections to protect against the loss or misuse of the information collected or received.

As described in the section below, SEI follows a strict organization of what individuals and groups have access to certain levels of data.

Who has access to the data?

Information within the Database can be classified as four different levels of data, with varying levels of access:

1. “Raw Data” - project-specific direct data, including building information, firm name, carbon, and material quantity inputs.
 - a. SEI and its third-party contractors will host the project-specific raw data in the Database. SEI will appoint “SE 2050 Database Designated Persons” to have the right to view the project-specific data submitted for the sole purpose of quality assurance on the raw data and to manage the aggregation of that data. Only the Designated Persons will have access to the raw data. Raw data will not be made publicly available.
 - b. SEI will appoint Designated Persons who have no conflicting interest in using the data for a competitive business advantage or for other personal or professional benefit. The Designated Persons are expected to be individuals who are not employees of an engineering design firm and will likely be academics or retired professionals, as well as the staff SEI Director. Designated Persons will be subject to a non-disclosure agreement signed with SEI.
2. “Pre-Aggregated Data” - individual project data with key parameters removed
 - a. The pre-aggregated dataset will have identifying information removed such that no project names, user names, engineering firm names, project addresses, project cities, or project zip codes will be present in the dataset. Projects within the pre-aggregated data organization will have a unique project identification generated to have no correlation to the specific project or firm.
 - b. Access to pre-aggregated data will be limited to senior SEI staff, selected members of the SE 2050 Committee, and to “Designated Organizations”. These Designated Organizations are expected to be public institutions or other independent groups who have the ability to analyze the dataset, evaluate data quality and appropriately aggregate the data. Designated Organizations will be approved by SEI based on their experience in this field and their lack of apparent conflicts of interest. Pre-aggregated data will not be publicly released. All those with access to pre-aggregated data will be subject to a non-disclosure agreement signed with SEI.
3. “Aggregated Data” - information from multiple projects (typically 10 or more projects) that is grouped together based on select project parameters, such as use, height, region.
 - a. Aggregated data will include a sufficient number of individual project data points such that individual projects are not identifiable from the general project parameters and averages.
 - b. Access to aggregated data will be limited to SEI staff, members of the SE 2050 Committee, Designated Organizations, firms who are active signatories of the

SE 2050 Commitment Program, and SEI Initiative Organizational Members that have selected SE 2050 as their Choice Initiative.

- c. In the user view of aggregated data, SEI will not show results that make it easy for the user to identify projects through filter combinations of unique and well-known features.
- 4. “Processed Results” - trends, averages and/or benchmarks that are developed from the aggregated data.
 - a. Processed results, including trends, averages, benchmarks and other conclusions resulting from a processing of the aggregated data, may be published or presented in conferences, journals, magazine articles, webinars or other public venues.

What will data be used for?

The aggregated data and processed results are intended to be collected to track embodied carbon and material use trends across the industry. They will be used to better understand how the structural engineering industry can reduce its environmental footprint. The pre-aggregated data will be analyzed according to project characteristics and may be used to establish benchmarks and comparisons for future projects. SEI, Designated Organizations, and other institutions approved by SEI have the right to use the conclusions and analysis from this data for publications, research papers, presentations, and other forums.

Who is responsible for the quality and the submission of the data?

You are responsible for ensuring that you have the authority to submit data to the Database, including but not limited to any approval required by clients. You are responsible for the quality and accuracy of your own data. It is acknowledged that there will be variability in the data itself, but the success of the SE 2050 Commitment Program is dependent on developing useful conclusions from industry data. Therefore, you commit to providing accurate data to the best of your ability and agree to never intentionally provide misleading data to the Database. SEI has the right to remove data from the Database if deemed to be misleading or inaccurate.

There may also be information input by users into the Database that contains typographical errors, inaccuracies, or omissions. Designated Persons have the right to review information and notify firms of possible errors, inaccuracies, or omissions.

What can individual firms use data/trends for?

Individual firms may have access to a web-based tool to access publicly viewable projects and statistical data . As a user of the Database, you commit to only use this information for your own internal purposes or to make comparisons between your own firm’s projects. You will not make any attempts to circumvent the security features or engage in any other methods to extract confidential data from the Database. Firms or users who do not comply

with the User Agreement may lose access to the Database and/or be removed from the SE 2050 Commitment Program.

What can happen in the future with the SE 2050 Database?

SEI has the right to terminate the Database at any time. In such case, you acknowledge that you may lose access to the aggregated data and associated tools. Raw Data will not be transferred beyond SEI. Pre-aggregated data may be transferred to a Designated Organization at SEI's discretion.

What happens if our firm is no longer an active signatory of the SE 2050 Commitment Program?

Previously submitted raw data from the firm will remain in the Database, unless withdrawn by the firm. Such data will be subject to the same security and confidentiality procedures from SEI. Data will not be removed from any previously processed sets of pre-aggregated data, aggregated data, or processed results, but the withdrawn raw data will not be included in future pre-aggregated data, aggregated data, or processed results.

DISCLAIMER OF WARRANTY

THE SE 2050 DATABASE AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ASCE/SEI AND ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AND MEMBERS (HEREAFTER, SITE MANAGERS) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SITE MANAGERS DO NOT WARRANT THAT USE OF THE SE 2050 DATABASE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SITE MANAGERS MAKE NO REPRESENTATIONS REGARDING THE USE OF THE SE 2050 DATABASE OR THE CORRECTNESS, ACCURACY, OR RELIABILITY OF THE INFORMATION CONTAINED THEREIN.

RELEASE

IN SUBMITTING DATA TO AND/OR MAKING USE OF THE SEI 2050 DATABASE, YOU HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ASCE/SEI AND ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, MEMBERS, INFORMATION PROVIDERS, SERVICE PROVIDERS, SUPPLIERS, LICENSORS AND LICENSEES, AND ALL OTHER RELATED, ASSOCIATED, OR CONNECTED PERSONS FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE AND KIND WHATSOEVER AND HOWSOEVER ARISING, WHETHER KNOWN OR UNKNOWN,

WHICH NOW OR HEREAFTER EXIST, WHICH ARISE FROM, RELATE TO, OR ARE CONNECTED WITH YOUR USE OF THE SE 2050 DATABASE, EXCLUDING ONLY THOSE ARISING FROM SUBMISSION TO AND/OR THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY RELEASED PARTY OR A BREACH OF THE CONFIDENTIALITY REQUIREMENTS IN THIS AGREEMENT.