

# **Annex to EULA: Controller Clause**

**Version 2, September 2023**

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**ecoinvent**

WHEREAS, ecoinvent Association, Zurich, Switzerland (“ecoinvent”) and its contracting party (“Licensee”) have entered into an agreement for the licensing of data under ecoinvent’s end user license agreement (“EULA”);

WHEREAS, for transparency reasons, the data licensed by ecoinvent to licensee includes personal data of data suppliers, reviewers, and/or editors;

WHEREAS, the EULA necessitates the transfer and processing of personal data protected under Swiss and EU Data Protection Law;

WHEREAS, both, ecoinvent and its Licensee determine each individually the scope and means of processing of such personal data provided in the licensed data;

WHEREAS, ecoinvent and its Licensee have agreed to enter into this Controller Clause to ensure compliance by them with data processing obligations pursuant to the applicable data protection laws;

WHEREAS, this Controller Clause is an annex to the EULA;

NOW THEREFORE, the Parties agree as follows:

### **Data Protection Controller Clause**

Licensee acknowledges that the data licensed under the EULA include personally identifiable information (“PII”), for instance, of the data suppliers or the data reviewers/editors. Licensee receives such PII as controller pursuant to art. Art. art 5 lit. j FADP) as well as art. 4 (7) but not in conjunction with (i.e. e contrario) art. 26 General Data Protection Regulation (GDPR (EU) 2016/679).

Each Party separately determines as individual controller its own purposes and means as for processing PII. Each Party shall ensure compliance with the legal provisions of the FADP and GDPR, particularly in regard to the lawfulness of data processing as individual controller. Each Party is responsible for implementing its own technical and organisational measures to ensure that the rights of the data subjects, in particular those pursuant to art. 7 FADP as well as art. 12 to 22 GDPR, are complied with.

Each Party shall respond to the request it receives by a data subject regarding his or her PII, in particular with regard to the rights of access, correction, or deletion. If PII is to be deleted, the Parties shall inform each other in advance.

The Parties shall inform each other if they notice errors in the PII, or violations of the FADP and/or GDPR regarding PII and their processing of PII. The Parties shall inform each other of notifications they make to the supervisory authorities regarding PII or the processing of PII.

Each Party is responsible for its own processors and/or for exporting the PII abroad.

As individual controller, each Party is solely (and not jointly and severally) responsible (i) for its violations of the FADP as well as GDPR, and/or (ii) for any damage caused to the data subject regarding his or her PII, and/or (iii) for any governmental fines it receives due to its own violations.

Applicable law and venue pursuant to the EULA apply.

Signature and date: as per online click acceptance of ecoinvent's EULA by the Licensee on ecoQuery.

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