

# Benefits of Actions to Reduce Household Air Pollution (BAR HAP) Tool

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## TERMS OF USE

Please read these Terms of Use (the “**Agreement**”) before using the Benefits of Actions to Reduce Household Air Pollution (BAR-HAP) Tool (the “**Tool**”).

By using the Tool, you enter into an agreement with the World Health Organization (“**WHO**”) and you accept all terms, conditions, and requirements of the Agreement.

### 1. Components of the Tool

The Tool was developed by WHO. The Tool calculates the benefits and costs of household energy transition(s) from use of certain fuels and technologies (e.g., use of biomass in a traditional stove) to cleaner options (e.g., biomass stove with fan and chimney, LPG stove, electric stove).

To use the Tool, users must select “household energy transition(s)” and “policy intervention(s)”. The Tool includes default selections, and default values for all input data, which can be modified by the user. The Tool incorporates the WHO NCD Costing Tool framework (World Health Organization. Prevention and Control of Noncommunicable Diseases: Guidelines for Primary Health Care in Low Resource Settings. Simplified tools for implementation of the guidelines. 2012. Available from: <https://www.ncbi.nlm.nih.gov/books/NBK148602/>).

The Tool uses information on health impacts of exposure to air pollution (the “**Data**”) to produce output information on the relative risk of exposure. The Tool is a downloadable Microsoft Excel file, which contains the Data and also allows the user to upload their own data into the Tool.

This Agreement governs your use of the Tool accessible through the Microsoft Excel file, including use of the Data.

You are responsible for any data or content uploaded to the Tool and retain full ownership of it.

### 2. Third-party Software

2.1. Third-party software used to build the Tool. The Tool must be downloaded from a web browser and opened in Microsoft Excel.

2.2. WHO disclaimers for third-party software. WHO makes no warranties whatsoever, and specifically disclaims any and all warranties, express or implied, that either the Microsoft Excel software or any web browser used to access the Tool are free of defects, virus free, able to operate on an uninterrupted basis, merchantable, fit for a particular purpose, accurate, non-infringing or appropriate for your technical system.

2.3. No WHO endorsement of third-party software. The use of the Microsoft Excel software does not imply that any products is endorsed or recommended by WHO in preference to others of a similar nature.

### 3. Terms of Use for the Tool

3.1. Copyright and license. The Tool is copyright (©) World Health Organization, 2020. This work is available under the [CC BY-NC-SA 3.0 IGO](https://creativecommons.org/licenses/by-nc-sa/3.0/) licence.

### 4. Copyright and Terms of Use for the Data

Copyright of Data.

Global Burden of Disease Collaborative Network. Global Burden of Disease Study 2010 (GBD 2010) - Ambient Air Pollution Risk Model 1990 - 2010. Seattle, United States: Institute for Health Metrics and Evaluation (IHME), 2013, available at: <http://ghdx.healthdata.org/record/ihme-data/gbd-2010-ambient-air-pollution-risk-model-1990-2010> available under Creative Commons Attribution-NonCommercial 4.0 International License (<https://creativecommons.org/licenses/by-nc/4.0/>)

### 5. Retained Rights and Limitations on Use

5.1. Retained Rights. Except as may be otherwise indicated herein, WHO owns and shall retain all right, title and interest in and to the Tool, including all intellectual property rights embodied therein, including (i) all of the service marks, trademarks, trade names or any other designations associated with the Tool; and (ii) all copyrights, patent rights, trade secret rights, and other proprietary rights relating to the Tool. Nothing contained in this herein shall be deemed to convey to you any title or ownership in the Tool or the related documentation.

5.2. Technical limitations of Use. You shall not remove any WHO identification or notices of any proprietary, patent or copyright restrictions from the Tool, or any support material such as the related documentation.

5.3. Limitations on use of the Tool and Data. In no event shall you use the Tool:

- (i) In any manner which infringes the rights of any person or entity, including the rights of WHO or any attributed owner(s) of the Data;
- (ii) In, or in association with, any product marketing, promotional, or commercial activities, including, without limitation, in, or in association with, advertisements, product brochures, company-sponsored web sites, annual reports, or other non-educational publications or distributions;
- (iii) In, or in connection with, the promotion of a commercial enterprise and/or its product(s) or service(s), and/or in any way that suggests that WHO endorses any specific company or products;
- (iv) In any political activities;
- (v) In any way which is contrary to the policies and principles of WHO and/or which might otherwise jeopardize the name or reputation of WHO, its special programmes, and/or its research projects or the attributed owner(s) of the Data;
- (vi) In any manner which is, or could be considered to be, illegal; or
- (vii) In any manner which is in violation of this Agreement.

### 6. Acknowledgment and Use of WHO Name and Emblem

6.1 Any mention of the Tool in publications (including reports, briefings, and journal articles) must include the following citation of the source:

Benefits of Action to Reduce Household Air Pollution (BARHAP) Tool. *Version 1.4. Geneva, World Health Organization, 2020.*

Other than as provided above, you shall not (i) in connection with your use of the Tool, state or imply that WHO endorses or is affiliated with you or your use of the Tool or the Data, or that WHO endorses any entity, organization, company, or product, or (ii) use the name or emblem of WHO in any way. All requests to use the WHO name and/or emblem require advance written approval of WHO.

## 7. Disclaimers by WHO

7.1. No WHO warranties. WHO makes no warranty with respect to the Tool, and disclaims all statutory or implied warranties, expressed or implied, as to the accuracy, completeness or usefulness of any information, apparatus, product, or process related to the Tool, including, without limitation, to any warranty of design or fitness for a particular purpose, even if WHO has been informed of such purpose. WHO does not represent that the use of the Tool would not infringe third parties' proprietary rights. **WHO provides the Tool “as is”**, and does not represent that the Tool is operational, free of defects, virus free, able to operate on an uninterrupted basis, or appropriate for your technical system.

7.2. Country or area designations. The designations employed and the presentation of the material in the Observatory do not imply the expression of any opinion whatsoever on the part of WHO concerning the legal status of any country, territory, city or area, or of its authorities, or concerning the delimitation of its frontiers or boundaries.

7.3. Mentions of companies or products. Any mention of specific companies or of certain manufacturers' products does not imply that they are endorsed or recommended by WHO in preference to others of a similar nature that are not mentioned. Errors and omissions excepted, the names of proprietary products are distinguished by initial capital letters.

## 8. Limitation of WHO's Liability

8.1. WHO shall not be liable for any loss or damage arising directly or indirectly in connection with, or resulting from, your use of the Tool.

8.2. WHO further expressly excludes liability for any indirect, special, incidental or consequential damages which may arise in respect of the Tool and its use, and the results thereof, including, without limitation, any use of the Data.

## 9. Your Indemnification of WHO

9.1. You shall indemnify, hold harmless, and defend at your own expense WHO, its officers, agents, and employees from and against any claims, demands, causes of action, and liability of any nature or kind resulting from or relating to your use of the Tool.

## 10. General Provisions

10.1. You may not assign this Agreement without the prior written agreement of WHO (such agreement not to be unreasonably withheld).

10.2. This Agreement may not be supplemented, modified, amended, released or discharged, unless approved in writing by WHO. WHO reserves the right to make changes and updates to this Agreement without prior notification. Such changes and updates shall be applied as of the date of their issuance. Any waiver by WHO of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

10.3. If any provision of this Agreement is invalid or unenforceable, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

10.4. Paragraph headings in this Agreement are for reference only.

10.5. Any matter relating to the interpretation or application of this Agreement which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules. The parties shall accept the arbitral award as final.

## **11. Privileges and Immunities of WHO**

11.1. Nothing contained herein or in any license or terms of use related to the subject matter herein shall be construed as a waiver of any of the privileges and immunities enjoyed by the World Health Organization under national or international law, and/or as submitting the World Health Organization to any national court jurisdiction.

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