

Long-term Forest Ecosystem Research LWF

Agreement on Use of LWF Data

**between Swiss Federal Research Institute WSL, represented by the LWF Program Management,
and
the Principal Investigator, hereinafter together “the Parties”**

A LWF Data

1. The Principal Investigator may use the LWF data upon approval of the LWF Project Management. The LWF data comprise the Level II and the Level I (Sanasilva) data.

The LWF data do not contain any Personal Data, in accordance with the Federal Act on Data Protection (SR 235.1).

B Legal Basis

2. The LWF data are subject to the Geoinformation Act GeoIG (SR 510.62) and the Geoinformation Ordinance GeoIV (SR 510.620). Accordingly, the LWF data are not published as Open Government Data, in accordance with the Federal Act on the Use of Electronic Means for the Fulfilment of Official Duties (SR 172.019).¹

C Scope of the Right of Use

3. The Principal Investigator may use the LWF data exclusively for the non-commercial scientific purpose described in the approved LWF data request² and documented in the corresponding application record.
4. The LWF data may only be used for the approved purpose. Any change or extension of the intended use requires the prior written consent of the LWF Program Management and may require the conclusion of a new agreement.
5. The LWF data, or characteristics directly derived from them, may not be transferred to third parties without prior written authorisation by the LWF Program Management.
6. The Principal Investigator is encouraged to involve the relevant LWF data owners and experts in the scientific interpretation of the data, and to offer co-authorship in accordance with established scientific authorship standards when their intellectual contribution warrants it.

¹ Official title in German: Bundesgesetz über den Einsatz elektronischer Mittel zur Erfüllung von Behördenaufgaben.

² <https://webapps.wsl.ch/lwf-data-request-form/>

This reflects the substantial effort invested by LWF scientific and technical staff in collecting, curating, quality-controlling, and maintaining the long-term datasets.

7. The right of use is granted for an unlimited period, subject to continued compliance with this Agreement. In the event of a breach of contractual obligations, the right of use may be withdrawn with immediate effect.
8. Unrestricted ownership of the LWF data remains exclusively with the Swiss Federal Research Institute WSL at all times.
9. To protect LWF plots and infrastructure, spatial information may be provided with reduced accuracy or subject to access restrictions. Precise plot coordinates may not be published or redistributed without explicit written authorisation by the LWF Program Management.

D Publications & Acknowledgement

10. The publication, presentation, or other scientific output based wholly or in part on LWF data must acknowledge the origin of the data as follows:

"The evaluation was based on data collected by partners of the Long-term Forest Ecosystem Research LWF, which is part of the UNECE Co-operative Programme on Assessment and Monitoring of Air Pollution Effects on Forests ICP Forests. Part of the data was co-financed by the Federal Office for the Environment FOEN (Data achieved at 'download date'). We are in particular grateful to X who provided the Z data".

Graphical products (e.g. maps, tables, figures, presentations) shall be labeled: *"Based on LWF data."*

11. The publication or dissemination of maps or other representations that allow conclusions to be drawn about the precise geographical location of individual LWF plots or sampling sites requires the prior written consent of the LWF Program Management. As a general rule, the publication of precise plot locations is restricted in order to protect the LWF infrastructure.
12. Publications based on LWF data shall be reported to the LWF Program Management for documentation and inclusion in the LWF publication overview. Reporting shall take place upon acceptance or publication of the respective output.

E Support / Cooperation

13. Support for data access, interpretation, upload, management, or analysis may be provided by designated LWF scientific and technical experts, in particular the LWF Database Manager, depending on the nature of the request and available resources.

F Warranty and Liability

14. The Swiss Federal Research Institute WSL provides the LWF data without any warranty, express or implied. In particular, no warranty is given with respect to the completeness, usability, accuracy, consistency, timeliness, usability and availability of the data for a particular purpose.

WSL excludes any liability for damages resulting from the use of the LWF data.

G Final Provisions

15. The Agreement governs solely the contract relations between the Parties in connection with the approved use of LWF Data . Any previous agreements between the Parties concerning the same subject matter shall end and be replaced by the Agreement. Amendments to the Agreement must be agreed in writing. Should it be determined that individual provisions of the Agreement are invalid, the validity of the Agreement shall not be affected.
16. The Parties shall not acquire any rights of the other Parties through the Agreement, unless such rights are explicitly granted therein. Neither Party is authorised to perform any legal acts for another Party or for all of the Parties jointly without the prior written consent of the other Parties
17. This Agreement shall be governed by Swiss law, without regard to the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention). The courts of the Canton of Zurich shall have exclusive jurisdiction for all claims arising from or in connection with the Agreement.
18. By signing this Agreement, the Principal Investigator confirms that they have read, understood, and accepted this Agreement and undertakes to comply with all obligations set forth herein. Where applicable, the Principal Investigator further confirms that all collaborators granted access to the LWF data have been informed of and comply with the terms of this Agreement.

H Signatures

This Agreement must be signed by the Parties. All signatures may be inscribed together on the same document or inscribed individually on separate documents that have the same content. Scanned signatures or signatures executed by electronic signature (certified or uncertified such as DocuSign, AdobeSign, etc.) shall have the same force and effect as a handwritten signature. Neither Party shall deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because a scanned signature or an electronic signature was used in its formation.

I Communication and Contact

For questions, planning, incident reporting, or clarifications, Users must contact the LWF Program Management via <https://lwf.wsl.ch/en/#c1023462>).

J Signature Page

LWF Program Management

valid without signature

Place and date: Birmensdorf, 26.06.2026

Principal Investigator

I confirm that I have read, understood, and accepted the present "Agreement on Use of LWF Data" and that I and the Users under my supervision comply with all terms.

Institution:

Name:

Signature:

Place and date: