1. **Key defined terms used in these terms and conditions**

In these terms and conditions the following definitions will apply:

**Affiliates** means any legal entity which controls, is controlled by, or is under common control of, the Customer (ownership of more than 50% of assets or stock with control over day-to-day operations).

**Agent** means an entity that, with the written permission of the IEA, purchases Purchased Products for the purposes of on-selling such Purchased Products directly to a third party.

**CC-licensed Content** means any free-of-charge content (including reports and datasets) available on the IEA Websites or in hard copy that is (a) labelled with or accompanied by a Creative Commons license notice, and/or (b) content listed or described here.

**Customer** means either (a) an individual that purchases a licence for her or his own access and use of Purchased Products, or (b) a legal entity that purchases a licence for its Users to access and use the Purchased Products.

**Customer’s Site** means the Customer’s place of business.

**IEA** means the International Energy Agency, an autonomous body within the framework of the Organisation for Economic Co-operation and Development (OECD).

**IEA Websites** means the IEA website (www.iea.org) and any of the IEA related websites (including webstore.iea.org, wds.iea.org, mods.iea.org and data.iea.org).

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**Purchased Products** means Material that is sold by or on behalf of the IEA, including (but not limited to) publications in electronic, digital, CD or printed formats, data for download, data services and subscriptions.

**Users** means individuals working at the Customer’s Site.

2. **Agreement with these terms and conditions**

In accessing and using the IEA Websites and the Material you acknowledge that you have fully read and understood, and agree to be bound by, these terms and conditions. For clarity, these terms and conditions do not apply to CC-licensed Content or the Policies and Measures Databases.

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  Based on IEA data from IEA (year) [Title of IEA database], IEA [co-author(s) if any] (year),
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You may include links to the IEA websites and to free-of-charge Material provided that (a) the link appears clearly
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(d) No endorsement or affiliation

You may not use the IEA logo/emblem without the IEA’s prior written consent. Furthermore, you may not use the
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must obtain the necessary permission to use such non-IEA content from the relevant third party copyright
owner. You alone are liable for any infringement claims in relation to your use of such non-IEA content.

Furthermore, nothing in these terms and conditions affects any fair dealing, fair use or any other copyright or
data base right exceptions and limitations you may enjoy under applicable law.

4. Purchased Products

A Customer is deemed to accept these terms and conditions, in particular sections 3 and 4 regarding permitted use
and sharing, upon purchase of the relevant licence to the Purchased Products. In such case, references to “you” or
“your” shall be interpreted as references to the Customer. Non-individual Customers (a) must ensure that their Users
are made aware of, and comply with, the terms and conditions, (b) use the Purchased Products solely for the
Customer’s benefit, and (c) are responsible for their User/s/User/s’ use of Material. Customers must notify the IEA
promptly after any unauthorised access to, or use of, the Purchased Products comes to their attention.

In the case of non-individual Customers, only the number of Users covered by the licence purchased by the
Customer are permitted to access, download, receive and/or use the Purchased Product(s), except in the following
cases where wider sharing is permitted:

• a single-user licence also permits the Customer to store one hard copy only of non-data Purchased Products
  in the Customer’s library and/or circulate that hard copy amongst other individuals working at the Customer’s
  Site;

• a multi-user licence for more than 10 Users (or more than 100 Users in the case of any edition of the World
  Energy Outlook and Energy Technology Perspectives) also permits the Customer to share such Purchased
  Products in electronic format with other individuals working at the Customer’s Site or an independent
  contractor who needs to access the Purchased Products in order to perform work solely for the Customer.
  For example, it is possible to make available the Purchased Product on an intranet accessible to other individuals
  working at the Customer’s Site. Please note that the Customer must purchase a global corporate licence in
  order to share the Purchased Products electronically with employees of its Affiliates (see below); and

• a global corporate licence also permits the Customer to share such Purchased Products in electronic format
  with individuals working at the Customer’s Site and also employees of its Affiliates. For example, a Customer
  that purchases a global corporate licence could post the Purchased Products on its global/group intranet
  making them accessible to the Customer’s and its Affiliates’ employees. To clarify, under the global corporate
  licence, Affiliates are also permitted to use the relevant Purchased Products as set out in section 3 above.
Customers and their User(s), if applicable, must not disclose, transfer nor transmit part or all of the Purchased Products to any other person(s), except to the extent permitted under these terms and conditions.

As set out in Section 5 below, if a Customer purchases a subscription to any Purchased Products, the Users can access the relevant Purchased Products during the subscription period only (subject to any early cancellation or termination of such subscription in accordance with these terms). If the Purchased Product is not sold as a subscription, Customers have two (2) years from the date of purchase to access and/or download such Purchased Product.

Unless otherwise agreed in writing between the IEA and the Customer, the fees and payment terms for any Purchased Products shall be as set out on the IEA Websites and/or any invoices that the IEA provides to the Customer.

Customers are responsible for the procurement, installation and maintenance of any software or equipment that enables them and their User(s) to access the Purchased Products.

5. Duration of licences and subscriptions, cancellation and termination of subscriptions

The licence to use Material, as granted under these terms and conditions, lasts for the duration of the term of the copyright protection of the Material in question. However, if you breach these terms and conditions, any and all licences granted to you pursuant to these terms and conditions will terminate automatically. Termination shall not affect any rights the IEA may have to seek remedies for your licence breach.

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- the subscription period shall commence on the date stipulated in the initial invoice for such subscription and remain in effect for the duration stated on such invoice (the “Initial Subscription Period”). If the IEA indicates on the IEA Websites or an invoice that the subscription will automatically renew, upon expiry of the Initial Subscription Period, the subscription shall automatically renew for successive periods of twelve (12) months (each a “Renewal Period”) unless and until terminated by either party: (a) giving the other party written notice no less than thirty (30) days before the expiry of the relevant Initial Subscription Period or any applicable Renewal Period; or (b) in accordance with the remaining provisions of this section 5; and

- the Customer/its User(s) can access the relevant Purchased Products during the relevant subscription period only, subject to any early cancellation or termination of such subscription in accordance with these terms.

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You agree to indemnify and hold harmless the OECD/IEA from and against any and all loss, including loss of reputation, loss of data and loss of revenue and any other claims, actions, damages and costs occasioned to, or suffered by, the OECD/IEA resulting from your use of any Material.

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The IEA may mention or refer to specific companies, certain products or material on external websites. This does not imply IEA endorsement, preference or recommendation in such respect. Reliance on this third party material is at your sole risk.

The IEA reserves the right at its sole discretion to deny any access to the IEA Websites or any portion of them without notice. For site security purposes and to ensure that the IEA Websites remain available to all users, we may employ software programmes to monitor network traffic to identify unauthorised attempts to upload or change Material, or otherwise cause damage and to detect other possible security breaches.

7. Privacy

In respect of your use of the IEA Websites and any personally identifiable and other data and information that you provide to the IEA, the IEA processes that data and information in accordance with the IEA’s Privacy Policy for Users of IEA Websites. You must ensure that you have all necessary consents and notices in place to enable lawful transfer of any personal data to the IEA.

8. Agents

If you are an Agent, you must comply with the following conditions and you will be deemed to have accepted them when you purchase the Purchased Products:

(a) if you are advertising the Purchased Products on your website, you must include beneath the Purchased Products (i) the statement: International Energy Agency, All rights reserved, and (ii) a link to these terms and conditions;

(b) you must inform potential purchasers of the Purchased Products that, in purchasing the Purchased Products, they are deemed to accept, and must comply with, these terms and conditions, and that they will constitute a Customer for the purposes of these terms and conditions; and

(c) if you advertise the Purchased Products on your website, you must not use the IEA logo on your website or on any other advertising material you publish without the IEA’s prior written permission.

9. General

(a) Nothing in these terms and conditions shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities that may apply to the OECD and the IEA, all of which are specifically reserved.

(b) The IEA reserves the right at any time and without prior notice to (a) update these terms and conditions and (b) release any Material under different licence terms. By continuing to use the Material after the terms and conditions have been amended, you acknowledge, agree and accept such amendments. However, any existing licences granted to you by the OECD/IEA in respect of the Material will continue in full force and effect, unless terminated for breach.

(c) Failure by either you or the IEA to exercise any right or remedy under these terms and conditions does not constitute a waiver of that right or remedy.

(d) The provisions of these terms and conditions which, by their nature, should remain in effect beyond the termination or expiry of the terms and conditions (including but not limited to Sections 4, 5, 6, 7, 8, this Section 9(d) and 10) shall survive without any time limit.
10. Dispute resolution

If any disputes arising under these terms and conditions cannot be settled amicably, either the OECD/IEA or you/the Customer may, pursuant to a notice of arbitration communicated by reasonable means to the other, elect to have the dispute referred to and finally determined by arbitration. The arbitration shall be conducted in accordance with the UNCITRAL Arbitration Rules as then in force. The arbitral tribunal shall consist of a sole arbitrator and the language of the proceedings shall be English unless otherwise agreed. The place of arbitration shall be Paris. The arbitral proceedings shall be conducted remotely (e.g., via telephone conference or written submissions) whenever practicable. The parties' rights and obligations shall be governed exclusively by these terms and conditions.

Contacts:

- Requests to use Material beyond the use permitted in these terms and conditions: Rights@iea.org (please accompany your request with the completed form at www.iea.org/t_c/rightsrequests/).
- Enquiries regarding subscriptions or Purchased Products: webstore@iea.org
- To inform us that you are linking to the IEA Websites: Info@iea.org
- Press-related enquiries: IEAPressOffice@iea.org

Previous versions of these Terms and conditions:

- 8 April 2019
- 11 January 2017
- 6 April 2020