

Terms and conditions - IEA Material except for the Policies and Measures Databases

Last amended on 8 April 2019

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 permission of the IEA, purchases Purchased Products for the purposes of on-selling such Purchased Products directly to a third party.

"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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"Policies and Measures Databases" means the Addressing Climate Change Database, IEA/IRENA Renewable Energy Policies and Measures Database, Energy Efficiency Database and the Buildings and Energy Efficiency Policies Database.

"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, subscriptions.

"Users" means individuals working at the Customer's Site .

2. Agreement with these terms and conditions

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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/Users’ 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.

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.

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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.

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6. Duration and termination of licence and 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.

If a Customer purchases a *subscription* to any Purchased Products, the Users can access the relevant Purchased Products during the subscription period only and/or until the subscription expiry date indicated for such Purchased Products. However, the IEA reserves the right to terminate a Customer's (and where relevant its User's/Users') access to any Purchased Products if the Customer or any User(s) have committed a breach of these terms and conditions which has not been remedied within fifteen (15) days of being notified of the breach by the IEA. If the

IEA terminates access for breach, the Customer and its User(s) must cease use and/or distribution of the Purchased Products and any other material relating to the Customer's breach. Furthermore, the Customer must use commercially reasonable efforts to ensure the destruction and deletion of any copies of Purchased Products and any material relating to the Customer's or its User's/Users' breach in their possession and/or control.

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, you agree that the IEA processes that data and information in accordance with the IEA's [Privacy Policy](#). You must ensure that you have all necessary consents and notices in place to enable lawful transfer of any personal data to the IEA for the duration and purposes of any purchases of, and/or subscriptions to, Purchased Products.

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 unless you have received prior written permission from the IEA.

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:

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