

Terms of Use for Non-CC Material

Last updated 4 March 2025

1. Defined terms used in these Terms of Use for Non-CC Material

In addition to the defined terms found elsewhere in the Terms and Conditions (<https://www.iea.org/terms>), specifically in these Terms of Use for Non-CC Material the following definitions will apply:

"Affiliates" means any legal entity which controls, is controlled by, or is under common control of, the Customer (such as 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 re-selling such Purchased Products directly to a third party.

"Annual Report" means a Customer's annual report or other corporate document regarding its performance, sustainability or other matters that is disseminated publicly or to third parties.

"CC-licensed Content" means IEA Material licensed under a Creative Commons licence as referred to in the [Notice for CC-licensed Content](#) (see <https://www.iea.org/terms>).

"Customer" means either (a) an individual that purchases a licence for their own individual 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 a place of business or operations of the Customer.

"Derived Material" has the meaning set out in sub-section 4(b) of these Terms of Use for Non-CC Material.

"Emissions Factors Material" means the IEA's Emissions Factors and Life Cycle Upstream Emissions Factors datasets, the IEA's Emissions Factors Package and any other related IEA Material.

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

"IEA Material" means the IEA Websites, and any IEA text content, publications, reports, articles, commentaries, standalone graphs, figures, infographics, data explorers, datasets or other material available on the IEA Websites and/or referencing the IEA terms and conditions.

"IEA Websites" means the IEA's website (www.iea.org) and any of the IEA related websites or related platforms, including those over which the IEA disseminates the IEA Material.

"Insubstantial Amounts" means excerpts or portions of the Non-CC Material that are immaterial (in terms of quantity, quality and/or significance) in the context of the Non-CC Material and also in the context of the work in which the excerpts or portions are reproduced and/or which when reproduced and/or disseminated in any way (on their own or when compiled together), do not affect the IEA's ability to license the relevant Non-CC Material and/or could not serve as a substitute for the relevant Non-CC Material.

“Internal Customer Platform” means an online platform, application, automated system or any other similar mechanism the purpose of which is to facilitate Customer’s sharing of data or information (including any Purchased Products and/or Derived Material) with its Users only.

“Non-CC Material” means any IEA Material that is neither made available under a Creative Commons licence nor subject to the Terms of Use for the Policies and Measures Databases.

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

“Purchased Products” means Non-CC Material that is sold by or on behalf of the IEA, including (but not limited to) reports and datasets in electronic, digital, printed formats, data for download, data services and subscriptions.

“Users” means employees, consultants or other individuals working at or remotely from one or more of the Customer’s Site(s).

2. Agreement with these Terms of Use for Non-CC Material

In accessing and using the Non-CC Material you acknowledge that you have fully read and understood, and agree to be bound by, these Terms of Use for Non-CC Material. ***For clarity, these Terms of Use for Non-CC Material apply solely to the Non-CC Material. They do not apply to CC-licensed Content or the Policies and Measures Databases.***

3. Use of the Non-CC Material

You acknowledge and agree that (a) the IEA has expended significant resources gathering, assembling and compiling information and data within the Non-CC Material and producing the Non-CC Material; (b) the Non-CC Material is the valuable property of the OECD/IEA or their licensors; and (c) the OECD/IEA or their licensors retain copyright, database rights and any other applicable intellectual property rights in the Non-CC Material, despite any licences granted to you under these Terms of Use for Non-CC Material. Nothing in this section will operate so as to vest in you any proprietary rights in any Non-CC Material.

(a) Permitted use

Subject to the ***Exclusions*** sub-section 3(c) below, the OECD/IEA grants you a non-exclusive, worldwide licence to use the Non-CC Material as follows:

(i) Own or internal use:

You may download and save electronic copies of the Non-CC Material and print and retain hard copies of the Non-CC Material solely for your own internal use and benefit. You must not share, or enable others to access, any Non-CC Material unless (a) the Non-CC Material is a Purchased Product and sharing is permitted with a specified number of Users (see section 4 **Purchased Products** below); or (b) you are a government official working for an IEA Member country in which case you may access, store, download, reproduce and/or distribute the Non-CC Material for your government’s internal purposes only.

(ii) Public use of Non-CC Material other than the Emissions Factors Material:

You are permitted to use the Non-CC Material other than the Emissions Factors Material as set out below:

- (A) You are permitted to reproduce Insubstantial Amounts only of the Non-CC Material in your own work and distribute your work to the public *provided that*:
- your work is neither primarily intended for, or directed towards, commercial advantage or revenue generation, nor connected to revenue-generating activities;
 - such reproduction is on an occasional, ad-hoc basis and not reproduced in a regular cycle ;
 - anything greater than 5 (five) numerical data points (but still an Insubstantial Amount) from the Non-CC Material must not be made available in a separate downloadable and/or manipulable format and must be presented either in graphical format or aggregated (in such a manner that the reader cannot reverse engineer or extract the original underlying numerical data);
 - excerpts of non-numerical data Non-CC Material, such as text, graphs and/or figures, must be reproduced in their entirety - only stylistic modifications to the excerpt's content are permitted; and
 - you comply with the **Attribution** sub-section 3(b) below.
- (B) You are permitted to use an Insubstantial Amount only of the Non-CC Material for the design (including to calibrate, allocate, benchmark, create indices and/or align with any scenarios or information presented in such Non-CC Material), production, calculation, management and/or distribution of new or derived material, provided that such new or derived material:
- is neither intended for, or directed towards, commercial advantage or revenue generation, nor connected to revenue-generating activities;
 - is not primarily a copy of, or substitute for, part or all of any Non-CC Material and do not affect the IEA's ability to license part or all of any Non-CC Material;
 - cannot be back-calculated, processed, translated, re-converted or re-engineered in any way in order to identify the underlying Non-CC Material;
 - are not used for the purposes of (i) providing financial services or advice or (ii) informing investment, corporate or financial decisions; and
 - clearly indicate that you produced the derived work.

(iii) Public use of Emissions Factors Material

Public use of Emissions Factors Material and/or public usage of any content relying in some manner on Emissions Factors Material is not permitted. However, in addition to the internal use as set out in sub-section 3(a)(i), Customers who purchase an "Enterprise" or "Global Enterprise" licence to the Emissions Factors Material are permitted to use data from such datasets and products to:

- (A) calculate their own carbon footprints and then publish such derived carbon footprint calculations in their Annual Report, provided that:
- such Annual Reports shall not include any original or raw data from the Emissions Factors Material;
 - the derived calculations must not be capable of ready back-calculation, processing, translation, re-conversion or re-engineering in any way to identify the underlying original or raw Emissions Factors Material; and

- the Annual Reports clearly indicate that you produced the derived calculations; and
- (B) benchmark, calibrate and/or align any non-IEA emissions factors with the information presented in the Emissions Factors Material, provided such non-IEA emissions factors are not disseminated or shared with third parties or publicly without the IEA's written consent.

For the avoidance of doubt, it is not permitted to use Emissions Factors Material to carry out carbon footprint calculations for third parties.

Customers who purchase any other type of licence to the Emissions Factors Material are permitted to use Emissions Factors Material for internal use as set out in sub-section 3(a)(i) only.

(iv) Use of World Energy Outlook Extended dataset

In addition to the use permitted in sub-section 3(a)(i) and (ii) above, Customers who purchase an "Enterprise" or "Global Enterprise" licence to the Non-CC Material entitled "World Energy Outlook Extended dataset" are permitted to use data from that dataset to calculate their own emission reduction pathways and/or decarbonization target and then publish such derived emission pathways and/or calculations in their Annual Report, provided that:

- such Annual Reports shall not include any original or raw data from the World Energy Outlook Extended dataset;
- the derived calculations must not be capable of ready back-calculation, processing, translation, re-conversion or re-engineering in any way to identify the underlying original or raw data from the World Energy Outlook Extended dataset; and
- the Annual Reports clearly indicate that you produced the derived calculations.

For the avoidance of doubt, it is not permitted to use the World Energy Outlook Extended dataset to calculate emission reduction pathways and/or decarbonization targets for third parties or for purposes of (i) providing financial services or advice or (ii) informing investment, corporate or financial decisions.

(v) Other use

If you wish to use the Non-CC Material in a way that is not permitted above¹, please send us a [rights request](mailto:rights@iea.org) at rights@iea.org. Depending on the use you wish to make of the Non-CC Material, the IEA may require you to enter into a separate licence agreement and charge you an additional fee.

(b) Attribution

If you reproduce excerpts of any Non-CC Material in your work, you must attribute the IEA and any stated co-authors with the following notice:

¹ Examples of non-permitted use include (but are not limited to): disseminating the Non-CC Material in its entirety (whether free-of-charge or for a fee), selling the work in which Non-CC Material is reproduced or which is derived from the Non-CC Material; using the Non-CC Material to produce and make available, free-of-charge or for a fee, databases that are substantially derived from the Non-CC Material and/or could constitute a substitute for the Non-CC Material; using the Non-CC Material to calibrate, align and/or allocate any type of financial asset (including benchmarking or otherwise using the Non-CC Material to verify the accuracy of their own data); using the Non-CC Material to produce derived data about an entity's commercial assets or activities, including for compliance or reporting purposes other than Annual Report-related usage as described in section 3(a)(iii) and 3(a)(iv), making more than 5 (five) raw data points from the Non-CC Material, whether or not aggregated, accessible for download; using the Non-CC Material to calculate, calibrate or otherwise produce derived data for fee-paying clients; incorporating the Non-CC Material in tools or using the Non-CC Material in combination with tools used to generate derived data for commercial advantage or revenue-generating activities; incorporating the Non-CC Material in, or in combination with, software or tools distributed to fee-paying clients.

(i) For non-data excerpts of Non-CC Material (e.g. text excerpts, figures, tables, graphics, charts): Source: IEA [/co-author(s) if any] (year), [Title], All rights reserved.

e.g. Source: IEA (2025) Oil Market Report – September 2025. All rights reserved.

If any notes appear beneath the Non-CC Material you wish to reproduce, please also keep such notes in your reproduction. If the part of the Non-CC Material you wish to use is sourced to one or more third parties, you must obtain permission directly from the relevant third parties (please refer to subsection 3(c) below).

If you reproduce any maps and/or references to specific countries or territories from the Non-CC Material you must not remove any disclaimer that accompanies the map and/or reference.

(ii) For numerical data from IEA databases that you wish to present in aggregated, graphical or derived formats:

Based on IEA data from IEA (year) [Title of IEA database], IEA [/co-author(s) if any] (year), <https://www.iea.org/data-and-statistics>, All rights reserved; as modified by [your legal entity name].

e.g. Based on IEA data from the IEA (2025) Monthly Oil Data Service, <https://www.iea.org/data-and-statistics>. All rights reserved; as modified by [you].

If you modify the Non-CC Material in any way, you must clearly include the mention: “as modified by [your legal entity name]”.

You are permitted to rearrange (but not remove) the various components of the above notices in order to comply with sourcing requirements that may apply to you.

You may not use the IEA logo/emblem without the IEA’s prior written consent. Furthermore, you may not use Non-CC Material, or link to Non-CC Material or mention the IEA name, in a way that suggests that the IEA approves, participates in, is connected/affiliated/associated with, sponsors, or otherwise endorses you, your entity and/or your use of the Non-CC Material.

(c) Exclusions

The licence granted under these *Terms of Use for Non-CC Material* does not cover (a) photographs within the Non-CC Material whether or not attributed to a third party, nor (B) **any content, including any graphs or figures, within the Non-CC Material and identified as being owned by, or sourced from, third parties. You must obtain the necessary permission to use such non-IEA content directly 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 of Use for Non-CC Material affects any fair dealing, fair use or any other copyright or database right exceptions and limitations you may enjoy under applicable law.

4. Purchased Products

(a) Customer's acceptance of terms

A Customer is deemed to accept these Terms of Use for Non-CC Material, 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 of Use for Non-CC Material, (b) use the Purchased Products solely for the Customer's benefit, and (c) are responsible for their User's/Users' use of Non-CC Material. Customers must notify the IEA promptly after any unauthorised access to, or use of, the Purchased Products comes to their attention.

(b) Licences and permissions

Customers and, if applicable, their User(s), must not disclose nor disseminate part or all of the Purchased Products to any other person(s), except to the extent permitted under these Terms of Use for Non-CC Material.

A User must have a login profile specific to them alone and must not share their log-in details (including passwords) with any other individuals. Customer shall not register shared or generic accounts for any given User.

Subject to sub-section 3(a) above, in the case of non-individual Customers, only the number of Users registered and covered by the active licence purchased by the Customer are permitted to access, download, receive and/or use the Purchased Product(s) and/or any material that its User(s) have derived or produced based on the Purchased Products in accordance with these Terms of Use for Non-CC Material (**Derived Material**).

Furthermore, Customers must not input or feed all or any portion of the Purchased Product(s) and/or any Derived Material into an Internal Customer Platform, unless they have purchased an “Enterprise” or “Global Enterprise” licence for the relevant Purchased Product(s).

Please note that the Customer must purchase a “Global Enterprise” licence s in order to share the Purchased Product(s) and/or any Derived Material with employees of its other Customer's Sites and/or Affiliates.

For further information on licences and associated permissions, please contact compliance@iea.org.

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 (and related costs) of any software or equipment that enables them and their User(s) to access the Purchased Products.

(c) Compliance

Customers shall maintain sufficient internal control systems and procedures to prove and/or verify any information requested by the IEA to assess the Customer's and its User's/Users' (if any) compliance with these Terms of Use for Non-CC Material. Customers shall provide to the IEA, within at least

15 calendar days following the IEA's request (a) full and accurate copies of all records (including screen captures) in the Customer's control or possession that relate to Customer's and its User's/Users' (if any) use of the Non-CC Material so that the IEA can ensure that the Customer and its User's/Users' (if any) is/are complying with these Terms of Use for Non-CC Material, (b) complete a questionnaire detailing the Customer's use of the Non-CC Material and/or (c) written certification regarding the number of individuals who have had access to any Non-CC Material via the Customer's licence or subscription to such Non-CC Material. Customer shall provide all assistance, take actions and respond to queries as may be reasonably requested by the IEA in relation to the IEA's verification of Customer's and its User's/Users' (if any) compliance with these Terms of Use for Non-CC Material. Failure to respond to any such request by the IEA in a satisfactory manner within 15 calendar days of the IEA's request shall constitute a material breach of these Terms of Use for Non-CC Material.

Without prejudice to any other rights or remedies of the IEA, the Customer agrees to cooperate with the IEA to rectify any material breach arising from any licensing disparities, including disparities in User counts. The Customer shall promptly pay the IEA the pro rata difference, if any, between the amount of fees invoiced to the Customer by the IEA and the amount that should have been invoiced according to such rectification exercise. Failure to pay such amount within 30 days of the IEA's invoice shall constitute a further material breach of these Terms of Use for Non-CC Material.

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

(a) Duration of licences

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

(b) Duration of subscriptions

If a Customer purchases a *subscription* to any Purchased Products:

- by default, the initial subscription period shall commence on the date of the OECD/IEA's registration of payment for such subscription and remain in effect for the duration stated on the IEA's invoice for such subscription (the "**Initial Subscription Period**");
- any renewal subscription period (the "**Renewal Subscription Period**") shall run for the duration stated on the IEA's renewal invoice for the renewal payment, commencing on either the:
 - relevant anniversary of the commencement date of the Initial Subscription Period if the Customer pays the renewal payment as stated in the IEA's renewal invoice and the OECD/IEA registers the Customer's payment *before* expiry of the then-current subscription period; or
 - date that the OECD/IEA registers the Customer's renewal payment if such date falls *after* expiry of the most recent subscription period. In such case, the Customer shall lose access to the relevant Purchased Products between expiry of the most recent

subscription period and commencement of the Renewal Subscription Period; 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.

(c) Cancellation and termination of subscriptions

Customers that purchase subscriptions have the right to cancel their subscription at any time and for any reason during the subscription period. The IEA will not refund any pre-paid subscription fees covering the time between the dates of cancellation and expiry of the Initial Subscription Period or Renewal Subscription Period (if applicable). If a subscription expires or is cancelled or terminated, the IEA will terminate the Customer's and, where relevant, its User's/Users' access to the Purchased Products covered by the subscription. Nevertheless, and subject to the next paragraph (termination for breach), the Customer may retain any authorised electronic or hard copies of such Purchased Products already in its possession and/or control prior to access being cut off, and continue to use them in accordance with these Terms of Use for Non-CC Material.

Notwithstanding the above, the IEA reserves the right to terminate a Customer's and, where relevant, its User's/Users' subscription and/or access to any Purchased Products if the Customer or any User(s) has/have committed a breach of these Terms of Use for Non-CC Material which has not been remedied within fifteen (15) days of being notified of the breach by the IEA. If the IEA terminates for breach, the Customer and its User(s) must immediately cease all use 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.

6. Disclaimer

The IEA provides the IEA Websites and the Non-CC Material on an "as is" and "as available" basis. The IEA's goal is to keep the Non-CC Material accurate and complete, but it makes no representations, guarantees or warranties (express, implied or otherwise) of any kind concerning the Non-CC Material, including, without limitation, no warranties of satisfactory quality, availability, timeliness, fitness for a particular purpose, accuracy, completeness, merchantability, up-to- datedness, title or against infringement of the proprietary or other rights of third parties. Similarly, the third-party licensors of content within the Non-CC Material that is sourced to them do not make any warranties about their content; such content is also provided on an "as is" basis. The IEA reserves its right to change, update or discontinue in any way part or all of the Non-CC Material or change any release times or dates, without notice or any liability.

The Non-CC Material is not intended to be and should not be relied upon by you in making (or refraining from making) any decisions. To the greatest extent possible, the OECD, the IEA and their third-party licensors shall not, under any circumstances, be liable to you for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses or damages and any loss of profit, loss of use, loss of revenue, loss of contracts and loss of reputation arising out of these Terms of Use for Non-CC Material, or in connection with your/Customer's access (or lack of access) to, use of, or reliance on, the Non-CC Material and any content in the Non-CC Material sourced to third parties, including without limitation, from any fault, error, omission, interruption

or delay in such respect, even if the OECD, IEA or their licensors has or have been advised of the possibility of such losses, costs, expenses, or damages. Use of the Non-CC Material and any content in the Non-CC Material sourced to third parties is at the Customer's, any User's and your sole risk.

The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

You agree to indemnify and hold harmless the OECD/IEA and their third-party licensors from and against any and all direct loss costs and damages (including reasonable attorneys' fees) and any other claims and actions occasioned to, suffered by, or brought against the OECD/IEA and/or such licensors resulting from your use of any Non-CC Material and any content in the Non-CC Material sourced to third parties.

Nothing in these Terms of Use shall be construed as limiting the liability of either party for death or personal injury caused by that party's negligence, or for fraud.

7. 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: *Source: International Energy Agency, All rights reserved*, and (ii) a link to these Terms of Use for Non-CC Material;
- (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 of Use for Non-CC Material, and that they will constitute a Customer for the purposes of these Terms of Use for Non-CC Material; 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.

8. General

- (a) Nothing in these Terms of Use for Non-CC Material 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 or you/the Customer, including from the legal processes of any jurisdiction or authority, all of which are specifically reserved.
- (b) The IEA reserves the right at any time and without prior notice to (a) update these Terms of Use for Non-CC Material and (b) release any Non-CC Material under different licence terms. By continuing to use the Material after the Terms of Use for Non-CC Material have been amended, you acknowledge, agree and accept such amendments. However, any existing licences granted to you by the OECD/IEA in respect of your use of the IEA Non-CC Material prior to the update to the Terms of Use for Non-CC 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 of Use for Non-CC Material does not constitute a waiver of that right or remedy.
- (d) The provisions of these Terms of Use for Non-CC Material which, by their nature, should remain in effect beyond the termination or expiry of Terms of Use for Non-CC Material (including but not limited to Sections 4, 5, 6, 7, this Section 8(d) and 9 shall survive without any time limit.

9. Dispute resolution

The parties' rights and obligations shall be governed exclusively by these Terms of Use for Non-CC Material.

If any disputes arising under these Terms of Use for Non-CC Material 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.

Previous versions of these Terms of Use for Non-CC Material:

- 11 January 2017
- 8 April 2019
- 6 April 2020
- 19 April 2022
- 26 October 2022