

Terms of Use for Non-CC Material

Last updated 26 October 2022

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.

"CC-licensed Content" means IEA Material licensed under a Creative Commons licence (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 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" has the meaning defined in the general Terms and Conditions at <https://www.iea.org/terms>.

"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.

"Non-CC Material" has the meaning defined at <https://www.iea.org/terms>.

"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) publications in electronic, digital, CD or printed formats, data for download, data services and subscriptions.

"Users" means employees, contractors, consultants or other individuals working at or remotely from the Customer's Site.

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

Unless exclusions apply (see 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:

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 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 an 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.

Public use:

Subject to the ***Exclusions*** sub-section 3(c), you may reproduce Insubstantial Amounts of the Non-CC Material in your own work and distribute your work to the public provided that: (a) your work does not generate revenue; (b) such reproduction is on an occasional, ad-hoc basis; (c) 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 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); (d) excerpts of non-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 (e) you must comply with the ***Attribution*** sub-section 3(b) below.

You are also permitted to produce and distribute, on a non-revenue generating basis, works based on or derived from no more than an Insubstantial Amount of the Non-CC Material only, provided that such derived works: (a) are not primarily a copy of, or substitute for, part or all of the Non-CC Material; (b) cannot be back-calculated, processed, translated, re-converted or re-engineered in any way in order to identify the underlying Non-CC Material; (c) do not affect the



IEA's ability to license part or all of the Non-CC Material; and (d) clearly indicate that you, and not the IEA, produced the derived work.

If you wish to use the Non-CC Material in a way that is not permitted above, please send us a rights request. Examples of non-permitted use include (but are not limited to): 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; making more than 5 (five) raw data points from the Non-CC Material, whether or not aggregated, available for download; using the Non-CC Material to produce derived data for fee-paying clients; incorporating the Non-CC Material in tools used to generate derived data for fee-paying clients; incorporating the Non-CC Material in software distributed to fee-paying clients. 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:

- 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 \(2022\) Oil Market Report – September 2022. All rights reserved.](#)

Any notes appearing beneath the Non-CC Material you wish to reproduce, if relevant, should be included as they appear in the original Non-CC Material.

If the Non-CC Material 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.

- 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), www.iea.org/statistics, All rights reserved; as modified by [your legal entity name].

e.g. Based on IEA data from the IEA (2022) Monthly Oil Data Service, www.iea.org/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]”.

(c) Exclusions

The licence granted under these *Terms of Use for Non-CC Material* does not cover (a) photographs whether or not attributed to a third party, nor (b) **any content, including any**



graphs or figures, identified as being owned by, or sourced from, third parties. You 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 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 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.

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 or remotely from 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 internal site accessible only to other individuals working at, or remotely from, 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 or remotely from 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 internal site or platform 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 of Use for Non-CC Material.

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 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.

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

- 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.

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 Period (if applicable). If a subscription expires or the Customer cancels the subscription, the IEA will terminate the Customer’s 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 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) 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. The OECD, the IEA and their third-party licensors shall not, under any circumstances, be liable to you for any loss, damage, liability or expense incurred or suffered (including all loss of profit, loss of use, loss of revenue, loss of contracts, increased costs and expenses and all special, indirect and consequential losses) which is claimed to result from 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. 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.

You agree to indemnify and hold harmless the OECD/IEA and their third-party licensors 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 Non-CC Material and any content in the Non-CC Material sourced to third parties.

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: *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, 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 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 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

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

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

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