

Terms of Use for Non-CC Material (Academic Version)

Dated: 22 January 2024

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 (Academic version) 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).

"CC-licensed Content" means IEA Material licensed under a Creative Commons licence (see <https://www.iea.org/terms>). For clarity, CC-licensed Content excludes (a) Non-CC Material, and (b) the Policies and Measures Databases.

"Customer" means a university or other academic institution purchasing Purchased Products for dissemination to the Users in accordance with these Terms of Use for Non-CC Material (Academic version).

"Customer's Site" means the Customer's campus(es).

"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 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 IEA terms and conditions.

"IEA Websites" means the International Energy Agency ("IEA") website (www.iea.org) and any of the IEA related websites (including wds.iea.org, mods.iea.org and data.iea.org).

"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" means IEA Material other than (a) CC-licensed Content, and (b) the Policies and Measures Databases. For clarity, Purchased Products are a subset of Non-CC Material.

"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 individuals who are authorised by the Customer to have access to the Purchased Products via the Customer's services (whether provided at the Customer's Site or remotely via its secure network) and who are students, employees, or other individuals affiliated with the Customer's academic institution.

2. Agreement with these Terms of Use for Non-CC Material (Academic version)

In accessing and using the Non-CC Material and/or giving its Users access to the Non-CC Material the Customer acknowledges that it has fully read and understood, and agrees to be bound by, these Terms of Use for Non-CC Material (Academic version). **For clarity, these Terms of Use for Non-CC Material (Academic version) 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

The Customer acknowledges and agrees 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 the Customer under these Terms of Use for Non-CC Material. Nothing in this section will operate so as to vest in the Customer or any Users 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 the Customer and its Users a non-exclusive, worldwide licence to use the Non-CC Material as follows:

Own or educational/research use:

The Customer and any User may download and save electronic copies of the Non-CC Material and print and retain hard copies of the Non-CC Material solely for their own research and educational purposes, always subject to these Terms of Use for Non-CC Material (Academic version), in particular the public use section below. Except as permitted in this section 3(a) and subject to section 4 below, Customer and Users must not share, or enable others to access, any Non-CC Material.

Public use:

Subject to the **Exclusions** sub-section 3(c), Customer and any User may reproduce Insubstantial Amounts of the Non-CC Material in their own work and distribute their work to the public provided that: (a) their work does not generate revenue (except in the case of academic or research papers, journals and/or publications that are sold by the relevant publisher); (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) Customer and Users must comply with the **Attribution** sub-section 3(b) below.

Customer and any Users are also permitted to produce and distribute, on an ad hoc/irregular and non-revenue generating (except in the case of academic or research papers, journals or publications that are sold by the relevant publisher) basis, written 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 Customer/the

relevant User, and not the IEA, produced the derived work.

If Customer and any Users wish to use the Non-CC Material in a way that is not permitted above, they shall send a rights request to rights@iea.org. 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 (except in the case of academic or research papers, journals or publications that are sold by the relevant publisher as referred to above); 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 intended directly or indirectly for fee-paying clients; incorporating the Non-CC Material in software distributed to fee-paying clients. Depending on the use Customer or any Users wish to make of the Non-CC Material, the IEA may require Customer or the relevant User to enter into a separate licence agreement and charge an additional fee.

(b) Attribution

If Customer or any Users reproduce excerpts of any Non-CC Material in their work, they 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 (2024) Oil Market Report – January 2024. All rights reserved.

Any notes appearing beneath the Non-CC Material that Customer or any Users 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, Customer or any Users must obtain permission directly from the relevant third parties (please refer to subsection 3(c) below).

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

- For numerical data from IEA databases that Customer or any Users 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 [Customer or the relevant User's name].

e.g. Based on IEA data from the IEA (2024) Monthly Oil Data Service, www.iea.org/statistics. All rights reserved; as modified by [Customer/relevant User].

If the Customer or a User modifies the Non-CC Material in any way, they must clearly include the mention: "as modified by [Customer or the relevant User's name]".

(c) Exclusions

The licence granted under these *Terms of Use for Non-CC Material (Academic version)* 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. Customer and any Users must obtain the necessary permission to use such non-IEA content from the relevant third-party source or copyright owner. Customer or any Users alone are

liable for any infringement claims in relation to their 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

The Customer is deemed to accept these Terms of Use for Non-CC Material (Academic version), in particular sections 3 and 4 regarding permitted use and sharing, upon purchase of the relevant licence to the Purchased Products.

The Customer is entitled to share the Purchased Products with the Users and/or give the Users access to the Purchased Products, including in *electronic* format within or as part of the services that it offers to its Users, provided that the Customer uses its best efforts to ensure that the Users are made aware of, and comply with, the Terms of Use for Non-CC Material. At a minimum, Customer shall (a) make these Terms of Use for Non-CC Material (Academic version) visible to Users in a clear and prominent manner when Users first obtain access to any Purchased Products, and (b) use appropriate technical and organisational measures to protect the Purchased Products from unauthorised access or use.

The Customer must (a) notify the IEA promptly after any unauthorised access to, or use of, the Purchased Products comes to its attention, and (b) provide all reasonable assistance to the IEA and take the necessary measures to ensure that any breach of these Terms of Use for Non-CC Material by, on behalf of, or via, any User, ceases immediately.

The Customer and any User 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 (Academic version).

As set out in Section 5 below, if the Customer purchases a subscription to any Purchased Products, the Customer 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, the Customer has 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.

The Customer is responsible for the procurement, installation and maintenance of any software or equipment that enables it to access the Purchased Products (as well as to enable its Users 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.

Without affecting any other right or remedy available to it, either party may terminate this licence with immediate effect by giving prior written notice to the other party if the other party commits a material or persistent breach of any term of this licence which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of fifteen (15) days after being notified in writing to do so. Termination shall not affect any rights either party may have to seek remedies for 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 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 to Purchased Products 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 (and Customer must similarly terminate its Users’ access to such Purchased Products). Nevertheless, and subject to the next paragraph (termination for breach), the Customer and any Users may retain any authorised electronic or hard copies of such Purchased Products that were downloaded or printed during the subscription period, and the Customer and its Users are permitted to continue to use them in accordance with these Terms of Use for Non-CC Material (Academic version).

Notwithstanding the above, the IEA reserves the right to terminate these Terms of Use for Non-CC Material (Academic version) and/or a Customer’s and its 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 these Terms of Use for Non-CC Material and/or the relevant subscription for breach, the Customer shall, and shall procure that the Users shall, immediately cease all use of the Purchased Products and any other material relating to the Customer’s/any User’s breach. Furthermore, the Customer must use reasonable efforts to ensure the destruction and deletion of any copies of Purchased Products and any material relating to the Customer’s or the Users’ breach in its/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 of the Non-CC Material or change any release times or dates, without notice or any liability. Additionally, for any Renewal Period, the IEA reserves its right to change, update or discontinue in any way any Non-CC Material and/or Purchased Product *in its entirety* or change any release times or dates, without any liability. The Customer shall consult the IEA Websites for details of the Non-CC Material prior to renewing its subscription(s) for any Non-CC Material.

The Non-CC Material is not intended to be and should not be relied upon by the Customer or any User 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 the Customer or any User 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 and any User's sole risk.

Customer agrees to indemnify and hold harmless the OECD/IEA and their third-party licensors from and against any and all reasonably foreseeable loss and any other claims, actions, damages and costs occasioned to, or suffered by, the OECD/IEA or their third-party licensors resulting from Customer's and/or any User's breach of these Terms of Use for Non-CC Material (Academic version), except to the extent such loss, claims, actions, damages and costs arose from the IEA's gross negligence or wilful misconduct. Notwithstanding the foregoing, Customer shall not be held liable for loss, claims, actions, damages and costs arising from a User's breach of these Terms of Use for Non-CC Material to the extent the Customer can prove that it did not cause and/or assist such breach, or condone the continuation of such breach after becoming aware of the breach having occurred.

7. General

(a) Nothing in these Terms of Use for Non-CC Material (Academic version) 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, without prior notice and prior to the Customer's renewal of any subscription, or new purchase, of a Purchased Product to (a) update these Terms of Use for Non-CC Material (Academic version) and (b) release any Purchased Product under different licence terms. By purchasing or renewing subscriptions to Purchased Products after the Terms of Use for Non-CC Material (Academic version) have been amended, the Customer acknowledges, agrees and accepts such amendments. Any existing licences under previous terms granted to the Customer (and any Users) by the OECD/IEA in respect of Purchased Products purchased prior to the update of these terms will continue in full force and effect, unless terminated for breach.

(c) Failure by either the Customer 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, this Section 7(c) and 8 shall survive without any time limit.

8. Dispute resolution

If any disputes arising under these Terms of Use for Non-CC Material cannot be settled amicably, either the OECD/IEA or 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 (Academic version).

For the Organisation for Economic
Cooperation and Development, acting for the
International Energy Agency

[Redacted signature area]

Title: Chief of Staff
chief management officer
Date: *19/12/24*

For

[Redacted signature area]

Title: AUL Scholarly Resources & Services
Date: 12/18/2024

