

Terms and Conditions of Use

IRENA for the Climate Investment Platform Website

Last updated on: 7 May 2024

IRENA for the Climate Investment Platform (CIP) is a global initiative led by the International Renewable Energy Agency (IRENA), the United Nations Development Programme (UNDP) and Sustainable Energy for All (SE4All), in co-operation with the Green Climate Fund (GCF).

These Terms and Conditions apply to the use of the website of the IRENA for CIP (the “Website”) and to the support provided by IRENA through the Website as described below.

IRENA aims to facilitate investments in renewable energy projects registered on the Website through the following activities (“IRENA’s Support”):

- (i) helping projects in their preparation to become investor ready;
- (ii) helping projects to find investors, lenders and providers of services needed by the projects to achieve financial close;
- (iii) connecting Partners and Project owners; and,
- (iv) organizing investment forums and matchmaking events.

The Website is operated and administered by IRENA. By accessing and using the Website and IRENA’s Support, you acknowledge that you have fully read, understood and agreed to be bound by these Terms and Conditions.

1. Definitions

- (i) **“Founding Partner(s)”**: depending on the context, means any or all of the following organizations: IRENA, UNDP, SE4ALL, and GCF;
- (ii) **“Partner(s)”**: refers to any or all the multilateral, bilateral and local financial institutions, international development organisations, governmental organisations, non-governmental organisations, private companies, private investors and other institutions that register on the Website as such via submission of a completed partner registration form to provide financial resources, technical assistance or similar services to and/or support renewable energy projects. “Partner(s)” includes the Founding Partners;
- (iii) **“Project owner(s)”**: refers, depending on the context, to any or all of the entities that register as project developers and submit a project request through the Website to obtain support from IRENA or the Partners for the development of or access to finance for a project;
- (iv) **“Project(s)”**: refers to those renewable energy, energy efficiency, clean transportation and other green projects that are registered through the Website via submission of a completed project registration form;
- (v) **“Service(s)”**: refers to the investments, technical assistance, research assistance, among other services that Partners may provide to Project Owners;
- (vi) **“User(s)”**: means any or all the institutions, organisations, entities or companies that register either as Partner(s) and/or as Project owner(s) on the Website. Users may also be referred to as “You” in these terms and conditions.

2. Acceptable use

2.1 You agree that your access and use of the Website will be in compliance with these Terms and Conditions and that you shall not, nor attempt to:

- (i) take any action that causes, or may cause, damage to, or impair the performance, availability, accessibility, or security of the Website or that causes unreasonable inconvenience or offence or disruption to IRENA's staff or other Users;
- (ii) use the Website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (iii) upload or otherwise transmit any harmful material through the Website, including but not limited to any information or software containing a virus, Trojan horse, worm, keystroke logger, rootkit or other damaging or destructive component or link to such harmful material;
- (iv) access or otherwise interact with the Website using any robot, spider or other automated means; and,
- (v) upload, store or otherwise transmit any inappropriate content, including but not limited to content unrelated to renewable energy, spam or undertake, or attempt to undertake, any fraudulent activities.

2.2 IRENA reserves the right at its sole discretion and with or without prior notice, to deregister or restrict access to the Website to any User that breaches or is believed to have breached these Terms and Conditions or otherwise engages in any type of activity or purpose deemed by IRENA to be unlawful, improper or inappropriate.

2.3 For site security purposes, including to identify an unauthorised access to the Website or any use thereof in breach of these Terms and Conditions, IRENA reserves the right through the use of software programmes or otherwise, to monitor the use of the Website and to provide Users' information related to suspected unlawful, improper or inappropriate conduct to the competent authorities.

3. Information provided by the Users

You will make every effort to ensure that the information submitted on and through the Website is accurate and complete. By registering to the CIP, Users expressly consent to the use by IRENA of their name and the information provided through the Website for purposes related to IRENA's Support. Users may contact IRENA should they have any concerns regarding the use of the information they provided or wish to de-register from the Website.

4. Communication between IRENA and the Users

Unless otherwise specified, all exchanges of information and documents between IRENA and the Users shall be done via the email address cip@irena.org or the Website.

5. Intellectual property rights

5.1 Unless otherwise specified in writing, any content uploaded by Users is subject to proprietary rights of the Users. IRENA shall acquire no right, title or interest in such proprietary rights including intellectual property rights.

- 5.2 Unless otherwise indicated in these Terms and Conditions or on the Website, copyright and other proprietary rights on content displayed on the Website are owned by IRENA. Users may freely access, copy, share, download, reproduce, print and/or view such content, provided that it is clearly attributed to IRENA as the copyright holder. No other use of the content available on the Website shall be made without IRENA's written permission.
- 5.3 Content displayed on the Website that is attributed to third parties, other than Users, may be subject to third-party copyright and to separate terms and conditions and restrictions. No use of such content shall be made unless in accordance with those terms and conditions, or after obtaining the permission of the relevant third-party.

6. Links

- 6.1 Subject to compliance with these Terms and Conditions, you may include in your website hyperlinks to the Website without having to seek specific permission provided that:
- (i) your website does not contain any inappropriate or unlawful content;
 - (ii) hyperlinks to the Website are not used for the promotion of any organisation, company, individual or other entity or any project, product or service; and,
 - (iii) hyperlinks to the Website are not used in a way that implies or suggests an unintended association or partnership with IRENA and do not infringe any of IRENA or the Users' rights, including their intellectual property rights.
- 6.2 IRENA reserves the right to request You to delete any hyperlink to the Website if it deems at its discretion that You are not complying with the conditions stated in the previous paragraph.

7. Use of the name and logo of IRENA, CIP and the Users

- 7.1 Unless expressly authorised in writing by IRENA or by the relevant User, You shall not use, in any manner whatsoever, the name, or any abbreviation thereof, the emblem, logo or trademarks of IRENA or of the Users, in connection with your business or otherwise.
- 7.2 If you become aware of any distribution or use either commercial or not of the name, abbreviation thereof, emblem or logo of IRENA by entities other than IRENA, you agree to notify IRENA immediately at CIP@irena.org.
- 7.3 Unless expressly authorised in writing by IRENA, You shall not use, in any manner whatsoever, the logo of the CIP. If you become aware of any use either commercial or not of the CIP logo by entities other than IRENA or the Founding Partners, You agree to notify IRENA immediately at CIP@irena.org.
- 7.4 Users authorise IRENA to use their name and logo in connection with IRENA's Support, in communication materials such as newsletters, brochures or tweets or in IRENA's reports and other internal documents. The Users' name and logo will not be used by IRENA for purposes unrelated to the CIP or in any manner that could bring the Users' name or logo into disrepute.

8. Confidentiality and sharing of the information provided by Users

- 8.1 Users understand and agree that except as indicated in sections 8.2, 9.1, 12.3 and 12.5 below, the information submitted on the Website may be shared by IRENA with other Users at IRENA's sole discretion and without obtaining the Users' prior authorization. IRENA will only use and/or share the information and material provided by Users in relation to IRENA's Support and for the purpose of facilitating the provision of the Services.
- 8.2 IRENA will seek prior written consent from the Users before sharing contact details and any personal information or data added by them to the registration form.
- 8.3 For provision of exclusively confidential information, Users may request IRENA to enter into a Non-Disclosure Agreement (the "NDA") by sending an email to CIP@irena.org. Due to the significant volume of requests for assistance and information submitted, IRENA is not in a position to consider templates different from IRENA's NDA template and IRENA will only enter into an NDA when it is absolutely necessary to receive the confidential information. Further information on the use of IRENA's NDA template may be obtained from CIP@irena.org.

9. Users registered as Partners and Project Owners

- 9.1 The Website allows Users to be simultaneously registered under both categories of Partners and Project Owners. Prior to sharing any information related to a Project with a User having a dual role, IRENA will seek permission from the respective Project Owner. IRENA will clearly indicate to the Project Owner that the Project information is to be shared with a User having a dual role.
- 9.2 The Project Owner whose Project information is to be shared with a User having a dual role shall evaluate if any conflicts of interest exist or may arise from sharing the Project information. The responsibility to carry out such assessment rests with the respective Project Owner. IRENA will not assume or accept any responsibility in relation to such assessment or any consequence that may arise from the permission granted to IRENA by the Project Owner to share the Project information.
- 9.3 Users having a dual role acknowledge that their registration under both categories may give rise to conflicts of interest and undertake to assess and disclose any actual, apparent or perceived conflicts of interest to IRENA and to the respective Project Owner in full and in a timely manner.

10. Warranties and Disclaimers

- 10.1 IRENA makes no warranties, express or implied, or representations as to the accuracy, reliability or completeness of the information provided by Users. IRENA shall not, under any circumstance, be held liable for any inaccuracy, misrepresentation, falsity or omissions, either by error or deliberate, of the information provided by Users.
- 10.2 Project development support, advice and/or technical assistance are provided on a best-efforts basis and based on information available at the time when they are provided. The Users acknowledge that they will use IRENA's Support at their own risk and that they remain solely responsible for all commercial, investment and related decisions in connection with the Projects.

- 10.3 The content on and/or submitted through the Website, including Project related information and third-party content, is provided on an “as is” and “as available” basis. IRENA makes no warranty, express or implied, on its own behalf, its officials, employees, or IRENA’s Members, in respect of, inter alia, the availability, accuracy, completeness, reliability, security, and fitness for a particular purpose or use of the content, availability and ownership of the Services provided by Partners, the identity of the Users, or regarding the non-infringement of third-party rights.
- 10.4 By accessing Projects identified through the Website and the cip@irena.org email, Partners understand and agree that they are responsible for their own decisions and for properly analysing and verifying any information they intend to rely upon. IRENA disclaims all responsibility and liability for any content posted or uploaded on the Website, any offer or Service provided by Users, and for any transactions or agreements entered into by Users through or as a result of the use of the Website or the Services.
- 10.5 IRENA, its officials, employees and data providers shall not, under any circumstances, be responsible or liable to Users for any kind of 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 are claimed to result from access, or lack of access to, or use of the Website or its content, or from links to third-party content, including from any infringement of third-party intellectual property or other rights.
- 10.6 IRENA does not warrant that access to the Website will be uninterrupted, error-free, or free of viruses or other harmful components. You also understand that there are security, privacy and confidentiality risks inherent to the use of the Website.
- 10.7 IRENA reserves its right to terminate, suspend, change, update or discontinue part or all of the Website, including the availability of any of its features, or to impose limits on certain features or restrict your access to parts of the Website, at any time without notice or any liability. The content may be out of date and IRENA makes no commitment to update it.
- 10.8 The designations employed and the presentation of information made by IRENA on the Website do not imply the expression of any opinion on the part of IRENA concerning the legal status of any region, country, territory, city or area or of its authorities, or concerning the delimitation of its frontiers or boundaries.

11. Third-party content and websites

- 11.1 The Website may incorporate third-party content and may establish links to third-party websites. Neither IRENA nor any of its officials, employees or Members, or the Founding Partners, shall be liable for any inaccuracy, error, omission, deletion, defect, alteration or use of any such content, or for its timeliness or completeness. IRENA does not endorse and shall not be held responsible for any content, advertising, products or services on or available from such third-party websites or content.
- 11.2 The content provided by Users does not represent the views of IRENA, its Members or the Founding Partners. Such content or any other content displayed on the Website in relation to third parties, including Users, shall not be considered an endorsement, preference or recommendation on the part of IRENA of any such third parties.

12. Privacy policy

12.1 By registering on the Website, you understand that IRENA may collect personal information and information about your Projects and/or funding opportunities. Additionally, IRENA may collect non-personally identifiable information from your access and use of the Website, including device-specific information such as your operating system version, log information such as your internet protocol address, location and time information, and other similar information.

12.2 IRENA reserves the right to access and use the above-referred information collected through your use of the Website to:

- (i) provide, maintain, and improve the Website, to detect any breach of these Terms and Conditions, and to protect the Website and the rights and interests of IRENA, its officials, employees, licensors and contractors;
- (ii) understand how the Users use the Website, identify categories of Users and the services and technologies they use;
- (iii) communicate with the Users, including to inform them about changes or improvements to the Website, and to resolve any issue that may arise in the course of their use of the Website; and,
- (iv) for statistical purposes.

12.3 In any of the above use and subject to paragraph 12.4 below, IRENA will make its best efforts to protect the confidentiality of the Users and of any other sensitive information. If IRENA requires to share any contact details or other personal information of the Users as part of IRENA's facilitation activities, IRENA will seek their prior written consent.

12.4 IRENA reserves its right to disclose any of the above information when required by applicable laws and regulations or in the context of a legal process, in case of suspected unlawful, improper or inappropriate conduct for referral to appropriate authorities; to detect, prevent or otherwise address a breach of these Terms and Conditions, or any related security or technical issues; to protect IRENA's property or rights, and to safeguard the interests of the Users, the Founding Partners, IRENA or its Members.

12.5 IRENA will ask for your written consent before using information collected through the use of the Website for purposes other than those set out in these Terms and Conditions.

12.6 IRENA assumes no responsibility for the privacy policies on any third parties' websites.

13. Cookies Policy

13.1 A cookie is a small file of letters and numbers that is stored on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive.

13.2 The Website uses cookies to provide the required functionality by setting configuration data on the Users' machine and provide Users with a good browsing experience. The cookies are

essential in order to enable you to navigate the Website and use certain features. They are neither tracking cookies nor cookies that track personal behaviour or usage.

- 13.3 You can block the cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you block all cookies (including functionality cookies), you may not be able to access all or parts of the Website.

14. Indemnification

You shall indemnify, defend and hold IRENA and/or the Founding Partners harmless from and against any liability, loss, claim and expense that may arise in connection with acts or omissions of the Users and, where applicable, the Users' employees, agents, contractors and other personnel, in relation to their use of the Website, including without limitation, any actual or alleged unauthorised use of the Website, other breach of these Terms and Conditions, or an infringement of intellectual property rights, including patents, copyrights or trademarks.

15. Settlement of Disputes

Any dispute, controversy or claim between the Users and IRENA or the Founding Partners arising out of or in connection with the use of the CIP, which cannot be amicably settled within thirty (30) days after receipt by one party of the other party's written request for such amicable settlement, shall be submitted to arbitration, in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules as at present in force. There shall be a sole arbitrator. The language to be used during the arbitral proceedings shall be English. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages, nor to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

16. Privileges and Immunities

Nothing in or related to these Terms and Conditions shall be construed as a waiver, express or implied, of IRENA's privileges and immunities.

17. Modification of the Terms and Conditions

IRENA reserves the right to modify the present Terms and Conditions at any time. These modifications shall be effective immediately upon their posting on the Website. Any use of the Website after the publication of the new Terms and Conditions shall be deemed to constitute your acceptance of the modifications.

18. IRENA's Information

International Renewable Energy Agency (IRENA)
IRENA Headquarters, Masdar City

P.O. Box 236
Abu Dhabi, United Arab Emirates
Tel: +971 2 4179000
cip@irena.org