

Terms and Conditions

These terms and conditions shall apply to your participation in the Questionnaire Survey for the REmade Index report (hereinafter “the Questionnaire Survey”), which shall include your completion of the Corporate Questionnaire (hereinafter “the Questionnaire”) and submission of the completed Questionnaire to IRENA as well as provision of the requested information on the IRENA Coalition for Action (hereinafter “the Coalition”) website (<http://coalition.irena.org>).

By participating in the Questionnaire Survey, you agree to the terms and conditions set forth herein.

1. Eligibility and Provision of Information

- 1.1 This Survey is only open to companies’ representatives, including authorized employees to submit survey responses on behalf of their company. Accordingly, you will be required to provide the name of your company and an email address in order to obtain access to the Questionnaire.
- 1.2 You understand that any information you provide in the course of accessing or participating in the Questionnaire Survey is subject to these terms and conditions.
- 1.3 Participation in the Questionnaire Survey is voluntary and thus you may choose not to provide an answer to any given question of the Questionnaire.
- 1.4 Each section of the Questionnaire will indicate whether your responses will be treated as “Private Information” or “Public Information”. Information provided in response to questions in sections marked as “Private Information” will be aggregated with information provided by other participants in the Questionnaire Survey (hereinafter “Respondents”) to feed into the REmade Index report in such a way so that personal data of Respondents and company or specific project information are not disclosed. Information provided in response to questions in sections marked as “Public Information” may be publicly disclosed as is in IRENA publications and/or other publicly available documents or fora, including the IRENA or Coalition website. IRENA reserves its right to communicate with you using your contact details as provided by you in accessing or responding to the Questionnaire, including to seek permission to pass on Private Information in a way which would allow you, your company or projects to be identified. Private Information may also be disclosed if required by applicable laws and regulations and/or requests under legal process.
- 1.5 In participating in the Questionnaire Survey, you agree to grant IRENA and/or any contractor(s) engaged by IRENA in relation to the administration of the Questionnaire Survey, including the analysis of the responses to the Questionnaire, an irrevocable, perpetual, worldwide and royalty-free license to use the information you provide for the purpose of the REmade Index report in the conditions specified herein. In particular, you agree to you and/or your company to be identified and acknowledged as a Respondent and to the public release of Public Information provided by you in response to the Questionnaire.

2. Disclaimer of liability

- 2.1 Neither IRENA nor the Coalition members shall assume responsibility for the information provided by Respondents.
- 2.2 IRENA reserve its right in its sole discretion, without notice, explanation or liability, to: cancel, terminate or discontinue the Questionnaire Survey or modify in any way part or all of the Questionnaire at any time; exclude any Respondent from participation in the Questionnaire

- Survey if it is believed that it does not comply with these terms and conditions; and use part or all of the information provided by Respondents for the purpose of the REmade Index report.
- 2.3 By participating in the Questionnaire Survey, you accept that neither IRENA nor the Coalition members shall, under any circumstances, be responsible or liable to you 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 is claimed to result from your participation in the Questionnaire Survey.
- 2.4 Neither IRENA nor the Coalition members make any warranty as to the accuracy or reliability of any information obtained through the Questionnaire Survey or of the Questionnaire Survey's results.
- 2.5 IRENA will make its best efforts to protect the confidentiality of Respondents' private information and personal data, except where such data is provided in response to a question marked as being "Public Information" pursuant to Article 1.4 herein. However, IRENA does not warrant the confidentiality or security of such information. In addition, neither IRENA nor the Coalition members shall under any circumstances be held responsible or liable for any breach of confidentiality and/or security.

3. Settlement of Disputes

- 3.1 Any dispute, controversy or claim that arises between the Respondents and IRENA in connection with their participation in the Questionnaire Survey, unless settled amicably, shall be resolved in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules as at present in force.
- 3.2 IRENA is an international organisation which is entitled to privileges and immunities under international and domestic law. None of the provisions of these terms and conditions shall be construed as constituting a waiver, express or implied, of IRENA's privileges and immunities.

4. Modification of the Terms and Conditions

- 4.1 IRENA may modify the terms and conditions governing the Questionnaire Survey at any time. Such modifications shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting new terms and conditions on the Coalition website. Participation in the Questionnaire Survey after such modification shall be deemed to constitute acceptance by you of the terms and conditions existing at that time, including any modifications.

5. Use of the IRENA Logo

- 5.1 Unless expressly authorized in writing by IRENA, as applicable, you shall not, in any manner whatsoever, use the name, emblem or official seal of IRENA, or any abbreviation thereof, in connection with your business or otherwise.

6. IRENA Information

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