Terms and Conditions – PRI Signatories

1. Introduction

1.1 The following terms and conditions form the Agreement agreed between your corporate entity (“you”, “your”) and PRI Association (“PRI”, “we,” “us”, “our”), Registered Company No: 720794, Registered Office: 5th Floor, 25 Camperdown Street, London, UK, E1 8DZ in relation to the use of, and submission of data to, the Reporting Tool.

1.2 By clicking on the button marked “I Accept” before you access the Reporting Tool on the PRI Website or by using the Reporting Tool, you agree to be legally bound by this Agreement.

1.3 Your use of the Data Portal is governed by the Data Portal terms and conditions, which can be found in the Data Portal. The Data Portal terms and conditions are hereby incorporated by reference. In the event of a conflict between this Agreement and the Data Portal terms and conditions, this Agreement shall prevail.

1.4 The definitions that apply in the Agreement are:

“Aggregated Data” means data from which it is not possible to identify a Signatory or determine or otherwise infer an individual Signatory’s responses to Public Indicators or Private Indicators.

“Assessment Peering Data” means aggregate data compiled from a group of at least 15 Signatories which compares the Signatories based on various categories including geography, region, country, asset class, AUM group and year of becoming a Signatory.

“Authorised Third Parties” means third parties that PRI works with or otherwise co-operates with to further its purposes, including but not limited to academics, charities or not-for-profits and peer organisations.

“Confidential Information” means any information of a confidential nature obtained under this Agreement, or relating to this Agreement, including information of any kind relating to business activities, practices, finances, strategic plans, ideas, designs and innovations, but not including information:

1. in the public domain (otherwise than by breach of this Agreement);
2. in the lawful possession of the receiving party before the date of this Agreement (other than through liaison between the parties before and in anticipation of this Agreement); or
3. obtained from a third party free to divulge it.
“Controller” has the meaning given in the Data Protection Legislation.

“Data Portal” means a cloud-based platform used by the PRI to host Reports.

“Data Protection Legislation” means all applicable national, international and local laws, rules, regulations or directives concerning data protection, information security, cyber security, data privacy and data breach notification including, without limitation and where applicable, the Data Protection Act 2018 and the UK GDPR, each as amended from time to time and any successor laws, rules, legislation, regulation or directives.

“De-listing” or “De-listed” means the process of ceasing Signatory status. Unless PRI gives special dispensation, Signatories meeting the eligibility requirements (specified in the PRI Association Rules) that fail to complete the Reporting Framework in accordance with the Required Reporting Cadence will be De-listed.

“Indicators” means a question designed to obtain specific information from you on elements of your responsible investment policies/activities, or other information necessary to drive the logic of the Reporting Framework (for example, % assets under management in Private Equity), or to profile you for peering and contextualisation purposes.

Indicators fall into two categories:

- **Core**: Mandatory to report and disclose. This remains at PRI’s discretion but unless we give explicit instructions otherwise, you must complete these indicators and PRI will disclose your responses on the PRI website.
- **Plus**: Voluntary to report and disclose. You can decide whether to respond and can instruct PRI to treat the information as public or private by making a selection in the Reporting Tool.

“Insights” means PRI reports, insights, guidance or other works intended for publication or sharing with Authorised Third Parties.

“Intellectual Property Rights” means all patents, trademarks, copyright, database and design rights (whether registered or not) and all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license or otherwise.
“Minimum Requirements” Means the minimum requirements for membership of the PRI as set out on the PRI’s Website or as otherwise communicated by the PRI, from time to time. Signatories that do not meet the Minimum Requirements may be De-Listed.

“Network Partners” means third party organisations that work together with PRI to co-ordinate or provide a secretariat function to NZAOA or NZAM.

“NZAOA” means the Net Zero Asset Owner Alliance.

“NZAM” means the Net Zero Asset Managers Initiative.

“Personal Data” has the meaning given in the Data Protection Legislation.

“PRI Materials” means: (i) any PRI materials provided or made available to you under this Agreement including but not limited to the Reporting Framework, the Reporting Tool, PRI support tools and guidance, the Data Portal and Reports and; (ii) any underlying Intellectual Property Rights contained therein; in each case, excluding any Signatory Materials included or incorporated into the PRI materials.

“PRI Website” unless otherwise indicated, means the PRI’s website at www.unpri.org.

“Private Assessment Report” means a report accessed via the Data Portal showing your Score for each Indicator calculated based on PRI’s own proprietary assessment methodology, which assesses data collected through the Reporting Framework and a comparison against your peers.

“Private Indicators” means Indicators and responses that you have instructed PRI not to publish through the Reporting Tool.

“Publication Guidelines” means the publication guidelines published from time to time on the PRI’s Website.

“Public Indicators” means all mandatory to disclose Indicators and responses as well as any additional Indicators and responses that you have instructed PRI to publish through the Reporting Tool.

“Private Transparency Report” means a Transparency Report containing all your responses to both Public Indicators and Private Indicators.
"Public Transparency Report" means a Transparency Report containing only your responses to:
(a) Public Indicators and (b) any Private Indicators that you have chosen to disclose in that Public Transparency Report.

"Report(s)" means a Private Transparency Report, a Public Transparency Report and/or a Private Assessment Report, as applicable.

"Reporting Framework" means a set of questions and content developed by PRI which is hosted on the Reporting Tool and through which PRI collects information on responsible investment activities.

"Reporting Grace Period" Means the first calendar year in which you become a Signatory and the following year. For example, if you join on 31 March 2024, you will not be required to complete the Reporting Framework in 2024 or 2025, although you may choose to do so on a voluntary basis.

"Reporting Tool" means a third-party cloud-based platform licensed to PRI that hosts the Reporting Framework.

"Required Reporting Cadence" means the required reporting cadence for completing the Reporting Framework, as set out in clause 4 of this Agreement.

"Score(s)" means the PRI-awarded score(s) set out in your Private Assessment Report.

"Signatory" means a signatory to the Principles of Responsible Investment.

"Signatory Materials" means: (i) any signatory materials provided or made available to the PRI under this Agreement including but not limited to your responses to Indicators; and (ii) any underlying Intellectual Property Rights contained therein; in each case, excluding any PRI Materials included or incorporated into the Signatory materials.

"Transparency Report" means a transparency report accessed via the Data Portal showing your responses to Indicators provided through the Reporting Tool.

2. **Obligations of PRI**

2.1 Subject to the terms and conditions set out in this Agreement, PRI will:

2.1.1 make the Reporting Tool available to you;
2.1.2 provide you with reasonable support and assistance to complete the Reporting Framework, including in the form of online guidance; and


3. Your obligations

3.1 Subject to the terms and condition set out in this Agreement, you will:

3.1.1 complete the Reporting Framework in accordance with the Required Reporting Cadence;

3.1.2 use your best endeavours to ensure the accuracy of all information you submit to the Reporting Tool; and

3.1.3 review the content of your Report(s) before publishing them or sharing them.

4. Required Reporting Cadence

4.1 All Signatories must complete the Reporting Framework annually unless one of the following exemptions applies:

4.1.1 The Signatory is in their Reporting Grace Period; or

4.1.2 for the 2024 reporting year only, the Signatory had a Public Transparency Report published in the Data Portal in 2023 and met the PRI’s Minimum Requirements in that year.

4.2 During the Reporting Grace Period, completion of the Reporting Framework is voluntary but you may complete the Reporting Framework if you wish. Please note that if you join part-way through a calendar year, you will only be able to complete the Reporting Framework for that year if the PRI is able to add you to the Reporting Tool in advance of the reporting window opening.

4.3 All Signatories must complete the Reporting Framework by the deadline for submission set by the PRI. If you have not completed and submitted responses to the Reporting Tool by the set deadline, PRI shall not be obliged to provide you with your Reports for that year.

5. Production of Reports

5.1 PRI will produce your Reports based on the data you submit to the Reporting Tool and, in the case of your Private Assessment Report, PRI’s assessment methodology.
5.2 PRI may, with your express permission, amend your completed and/or submitted responses to the Reporting Tool prior to publication of your Reports.

5.3 During the reporting year, acting reasonably, PRI may change the assessment methodology at any time before you receive your Private Assessment Report.

5.4 PRI retains the right to delay or refuse publication of your Public Transparency Report if PRI has reasonable doubt about the accuracy or veracity of the information provided by you.

6. Publication of Reports

6.1 If you choose to complete the Reporting Framework during the Reporting Grace Period on a voluntary basis, you may choose not to publish the resulting Public Transparency Report on the Data Portal.

6.2 Subject to clause 6.1 (your right to choose not to publish your Public Transparency Report during the Reporting Grace Period), the PRI will publish on the Data Portal:

6.2.1 your Public Transparency Report; and

6.2.2 your responses to Public Indicators included in that Public Transparency Report (for example, in a separate report containing all Signatories’ responses to single Public Indicator).

6.3 Subject to clauses 7 to 9 inclusive (PRI’s use and sharing of data), PRI will not publish or otherwise disclose your responses to Private Indicators, your Private Transparency Report or your Private Assessment Report.

6.4 You may choose to publish your responses and/or one or more of your Reports, subject to the restrictions on publication set out in clause 11.2.

7. PRI’s use of data

7.1 The PRI may use any data you submit to the Reporting Tool, your Reports and Assessment Peering Data as set out in this Agreement.

7.2 Subject to any restrictions or duties of confidentiality set out in this Agreement, PRI may use any data you submit to the Reporting Tool, your Reports and Assessment Peering Data:

7.2.1 to develop the Minimum Requirements applicable to all Signatories;

7.2.2 to establish whether you have met those Minimum Requirements;

7.2.3 for its own internal purposes, including internal research and internal analysis;
7.2.4 to improve the Reporting Tool and related guidance and support tools;
7.2.5 to develop new products and services in furtherance of PRI’s purposes;
7.2.6 to improve the PRI’s assessment methodology; and
7.2.7 for the creation of Insights based on Aggregated Data only.

7.3 PRI shall be entitled to generate data on functionality and usage of the Reporting Tool and to obtain information on the most commonly searched, shared, requested and viewed reports.

7.4 PRI will retain any data you submit to the Reporting Tool, your Reports and any tracking data generated under clause 7.4 in accordance with its own retention policies, as determined by PRI from time to time.

8. PRI’s sharing of data with Authorised Third Parties
8.1 The PRI may share your responses to Public Indicators and/or your Public Transparency Report with Authorised Third Parties.

8.2 The PRI may share your responses to Private Indicators, your Private Transparency Report and/or your Private Assessment Report with Authorised Third Parties, provided that those Authorised Third Parties are:

8.2.1 Subject to obligations of confidentiality no less binding or rigorous than the obligations of confidentiality set out herein;

8.2.2 Prohibited from publishing or otherwise disclosing shared data to third parties unless that shared data is Aggregated Data.

8.3 The PRI may charge Authorised Third Parties a fee for access to any shared data.

9. PRI’s sharing of data with NZAM and NZAOA
9.1 If you are a member of a NZAM or NZAOA, PRI will share your responses to specific Indicators with the relevant Network Partner, for the purposes of fulfilling your progress reporting obligations to NZAM or NZAOA (as applicable). Indicators that will be shared in accordance with this clause 9 are outlined in PRI’s net zero reporting guidance documents available on the Investor Reporting Framework section of the PRI Website.

10. PRI’s use of your AUM to calculate your fees
10.1 Regardless of whether you have formally completed the Reporting Tool or not, PRI will use the ‘assets under management’ figure that you provide to PRI by no later than 31 March
in any given year, in order to calculate your annual fee for the period starting on 1 April of that same year.

10.2 If PRI subsequently reasonably determines that your annual fee is higher than the amount that PRI has invoiced, PRI shall be entitled to issue another invoice for the difference and you shall promptly pay such invoice.

11. **Your use and sharing of your Reports**

11.1 You may use your responses and/or Reports for your own internal business purposes and as otherwise set out in this Agreement.

11.2 You may share your responses and/or Reports in any way you see fit, provided you comply with the Publication Guidelines, which are hereby incorporated by reference. For example, any references to your Scores should be accompanied by the context of your full Private Assessment Report.

12. **Status of Reports**

12.1 Reports do not constitute investment or legal advice. Reports can be solely regarded and interpreted as an indication of resources allocated to responsible investment, a learning tool for identifying areas of strengths and weaknesses in responsible investment incorporation as well as a supplement for dialogue between Signatories and their clients and beneficiaries.

12.2 Reports are based solely on information submitted directly by you and on PRI’s assessment methodology. The underlying information has not been audited or otherwise verified by PRI or any other party acting on its behalf.

12.3 While every effort has been made to produce a fair representation of performance, no representations or warranties are made as to the accuracy of Reports or any downstream analysis of the data on which those Reports are based. PRI accepts no responsibility or liability for damage caused by use of or reliance on the information contained within any Report or downstream analysis of the data on which those Reports are based, including but not limited to Insights.

13. **Your use of the Reporting Tool**

13.1 You must treat your account login details including your username and password as confidential. You must not disclose them to any third party. We have the right to disable your user login details or your account, at any time, if we suspect that your account has been compromised. If you know or suspect that your account has been compromised, you must promptly notify us at reporting@unpri.org.
13.2 You shall not, under any circumstances, have any access to the underlying tools (e.g. 
features, configurations, software / cloud platforms and methodologies) of PRI and PRI’s 
licensors.

13.3 You shall not conduct, facilitate, authorise or permit any text or data mining or web 
scraping in relation to the Reporting Tool or any services provided via, or in relation to, 
the Reporting Tool. This includes using (or permitting, authorising or attempting the use 
of):

13.3.1 Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, 
algorithm, code, process or methodology to access, obtain, copy, monitor or 
republish any portion of the site or any data, content, information or services accessed 
via the same.

13.3.2 Any automated analytical technique aimed at analysing text and data in digital form 
to generate information which includes but is not limited to patterns, trends and 
correlations.

13.4 PRI reserves the right to temporarily suspend your access to the Reporting Tool if it 
reasonably believes that you are not complying with the terms and conditions relating to 
use of the Reporting Tool set out in this clause 13.

13.5 The provisions in this clause 13 should be treated as an express reservation of our rights in 
this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 
2019/790).

13.6 This clause 13 shall not apply insofar as (but only to the extent that) we are unable to 
exclude or limit text or data mining or web scraping activity by contract under the laws 
which are applicable to us.

13.7 The PRI will take reasonable steps to address any technical problems associated with the 
Reporting Tool whenever reported by you (or otherwise identified by us) as soon as is 
reasonably practical. Notwithstanding the foregoing, PRI provides the Reporting Tool on 
an “as is” and “as available” basis. PRI makes no guarantee that the Reporting Tool will 
be uninterrupted, error free, or free from viruses or other harmful components. While PRI 
takes reasonable precautions to prevent the existence of computer viruses and/or other 
malicious programs in the Reporting Tool, we accept no liability for them. Except as 
expressly set out in this Agreement, and to the extent permitted by law, the PRI excludes 
all conditions, warranties, representations or other terms which may apply to the Reporting 
Tool, whether express or implied.


14.1 Nothing in this Agreement shall operate to transfer ownership of the Signatory Materials 
to PRI. You, and where relevant your licensors, retain all Intellectual Property Rights in
the Signatory Materials. PRI shall not copy, amend or make use of any of the Signatory Materials, other than as expressly permitted by this Agreement.

14.2 To the extent that Intellectual Property Rights subsist in any of your Signatory Materials, you hereby grant PRI a transferrable, sublicensable, worldwide, royalty-free licence to use such Intellectual Property Rights solely to meet our obligations under this Agreement and for the purposes set out herein.

14.3 Nothing in this Agreement shall operate to transfer ownership of the PRI Materials to you. PRI, and where relevant its licensors, retain all Intellectual Property Rights in the PRI Materials. You shall not copy, amend or make use of any of the PRI Materials, other than as expressly permitted by this Agreement.

14.4 To the extent that Intellectual Property Rights subsist in any of the PRI Materials, PRI hereby grants to you a non-transferable, worldwide, royalty-free licence to use the PRI Materials solely to meet your obligations under this Agreement and for the purposes set out herein, and without the right to sub-licence.

14.5 Without prejudice to the foregoing, PRI acknowledges that all Intellectual Property Rights in your name, trademarks and logos (and any associated goodwill) belong to and shall remain your property. PRI may not bring, defend or settle any action in relation to your name, trademarks or logos. Where you are involved in any claim or proceeding in relation to your name, trademarks or logos, PRI will give its reasonable co-operation to you in relation to those claims or proceedings.

14.6 Without prejudice to the foregoing, you acknowledge that all Intellectual Property Rights in the PRI names, trademarks and logos (and any associated goodwill) belong to and shall remain the property of PRI. You may not bring, defend or settle any action in relation to the PRI name, trademarks or logos. Where PRI is involved in any claim or proceeding in relation to the PRI name, trademarks or logos, you will give your reasonable co-operation to PRI in relation to those claims or proceedings.

15. Confidentiality

15.1 The recipient of Confidential Information shall use reasonable care to protect against the accidental or unauthorised disclosure of the disclosing party’s Confidential Information. Neither party shall disclose the other party’s Confidential Information or make it available to any third party, save as expressly authorised by this Agreement.

15.2 You may disclose PRI’s Confidential Information: (i) as expressly authorised by this Agreement; and (ii) to third-party contractors carrying out services on your behalf provided that:

15.2.1 such disclosure is necessary for the third-party contractors to provide the services on your behalf; and
15.2.2 those third-party contractors are subject to obligations of confidentiality no less binding or rigorous than the obligations of confidentiality set out herein.

15.3 PRI may disclose your Confidential Information: (i) as expressly authorised by this Agreement; and (ii) to third-party contractors carrying out services on PRI’s behalf provided that:

15.3.1 such disclosure is necessary for the third-party contractors to provide the services on PRI’s behalf; and

15.3.2 those third-party contractors are subject to obligations of confidentiality no less binding or rigorous than the obligations of confidentiality set out herein.

15.4 The recipient of Confidential Information may disclose Confidential Information, to the extent required by applicable law, if requested by a governmental or regulatory authority. Where practically possible and permitted by law, the disclosing party shall give the other party advance notice and may take into account the reasonable requests of the other party in relation to the disclosure.

16. Termination

16.1 This Agreement will commence when you click the “I Accept” button or start using the Reporting Tool and will remain in force unless and until terminated in accordance with this Agreement.

16.2 Either party may terminate this Agreement for convenience by giving no less than six months’ written notice.

16.3 PRI may terminate this Agreement on 30 days’ written notice to you if you have been De-listed or if you fail to provide information as reasonably requested by PRI.

16.4 You may terminate this Agreement on 30 days’ written notice to PRI if you have been De-listed or further to clause 20.1 (PRI’s right to vary the Agreement).

16.5 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other if:

16.5.1 the other party commits a material breach of any term of the Agreement where such breach is irremediable or, if such breach is remediable, where the other party fails to remedy that breach within a period of 30 days after being notified in writing to do so;

16.5.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a
moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

16.5.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

16.5.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

16.6 On termination of this Agreement, you will cease to have access to the Reporting Tool.

16.7 The provisions of this Agreement will continue to apply following termination of this Agreement (however terminated) so far as may be necessary to give effect to the rights and remedies of you and PRI and which by their nature continue, such as the provisions regarding confidentiality, liability, intellectual property, applicable law and jurisdiction.

17. Indemnities

17.1 PRI shall indemnify you against any loss, costs or damage relating to or arising directly or indirectly from:

17.1.1 a claim from a third party that the PRI Materials infringe their Intellectual Property Rights;

17.1.2 a claim from an individual arising from PRI’s breach of the Data Protection Legislation.

17.2 You shall indemnify PRI against any loss, cost or damage relating to or arising directly or indirectly from:

17.2.1 a claim from a third party that your Signatory Materials infringe their Intellectual Property Rights;

17.2.2 a claim from an individual arising from your breach of the Data Protection Legislation;

17.2.3 PRI’s hosting or use of any data inputted by you in the Reporting Tool, including any loss, cost or damage relating to the data inputted being inaccurate.
18. **Limitation of Liability and Indemnity**

18.1 Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, any liability under the indemnity in clause 17.2 or any matter which may not be limited or excluded under applicable laws.

18.2 Subject to clause 18.1, neither party will be liable under or in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise for any: (i) loss of profits, business, business opportunities, revenue, turnover, reputation or goodwill; (ii) loss or corruption of data or information; (iii) loss of anticipated savings or wasted expenditure; or (iv) indirect, incidental, consequential, exemplary, punitive or special damages.

18.3 Subject to clause 18.1, PRI’s total aggregate liability arising under or in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed the sum of £1,000 (one thousand pounds).

19. **Personal Data**

19.1 Each party will comply with the Data Protection Legislation.

19.2 The parties acknowledge that the factual arrangements between them dictate the classification of each party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the parties envisage that each party shall be an independent Controller with respect to any Personal Data shared by you with us under this Agreement.

19.3 You will only provide Personal Data in your responses to the Indicators where necessary and you shall ensure that you have legitimate grounds under Data Protection Legislation to share such Personal Data with PRI for the uses envisaged under this Agreement.

19.4 You will inform any individuals whose Personal Data is shared with us, in a manner compliant with Data Protection Legislation, of the purposes of their data being processed by PRI and direct them to PRI’s privacy policy at the URL https://www.unpri.org/privacy-policy.

20. **Varying this Agreement**

20.1 We may vary this Agreement from time to time. In the event that we intend to vary this Agreement, we will give you reasonable notice of any changes via the PRI Website. You will be entitled to terminate this Agreement if, acting reasonably, you consider that the changes are materially detrimental to your business.

21. **General**
21.1 Either party may subcontract its obligations under this Agreement to a third party. The subcontracting party shall remain liable for the acts or omissions of their subcontractor(s) as if they were their own.

21.2 Except as expressly stated in this Agreement, you may not assign, sublicense or otherwise transfer any rights or obligations under this Agreement or any part thereof without the prior consent in writing of PRI.

21.3 This Agreement is the entire agreement between the parties in relation to its subject matter.

21.4 This Agreement is not intended to, nor will it create any agency, partnership or joint venture. Neither party will hold itself out as being entitled to represent or bind the other party in any way.

21.5 This Agreement is governed by and will be construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

21.6 Notices from you to us must be given by email to the appropriate address (reporting@unpri.org) and shall be deemed given when actually received by us provided that if received outside of business hours, notice shall be deemed given at 9:00am on the next business day.

21.7 Notices from us to you will be given to the email account through which you have received your login for the Reporting Tool unless you provide a new email account to us in writing.

21.8 Except where the context requires otherwise:

21.8.1 the singular includes the plural and vice versa; a reference to one gender includes all genders; words denoting persons include a natural person, corporate or unincorporated body (whether or not having separate legal personality); and

21.8.2 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

21.9 If you have complaint about the subject matter of this Agreement, you may make a complaint in accordance with any reasonable complaints procedure as notified to you by PRI.

Last updated: 8 March 2024