

## Terms and Conditions

### PRI Data Portal

#### 1. AGREEMENT

1. This Agreement governs the use of PRI's data portal ("**Data Portal**") by signatories to the [Principles for Responsible Investment](#) ("**Signatories**") and their authorised representatives ("**Authorised Users**"). Signatories and/or their Authorised Users are also referred to in this Agreement as "**User(s)**".
2. This Agreement is a legally binding contract between PRI Association, a company incorporated in England under company number 07207947 ("**PRI**") and the User.
3. By using the Data Portal, the User confirms that they accept the terms and conditions set out herein and the PRI's [website terms of use](#). The website terms of use are incorporated by reference into this Agreement, which means that the website terms of use form part of this Agreement. Users should also read the PRI's [privacy policy](#) before using the Data Portal.
4. Non-signatories may also be granted public access to the Data Portal. Non-signatories use of the Data Portal is governed by the Data Portal [Public User Guide](#).

#### 2. ACCESSING THE DATA PORTAL

1. To access the Data Portal, you must have a login to a user account ("**login**"). To be eligible for a login, you must be a Signatory named contact or authorised by a Signatory named contact (the "**eligibility requirements**").
2. The PRI reserves the right to remove the login of a User who does not, in the PRI's reasonable opinion, meet the eligibility requirements or if the Signatory associated with the login(s) is de-listed.
3. Signatory named contacts may nominate one or more data portal administrators ("**Data Portal Admin(s)**").

#### 3. DATA PORTAL

1. The Data Portal is an online platform through which Users can access reports and insights about Signatories' responsible investment practices.
2. Through the Data Portal, a User may access, subject to the terms of this Agreement:
  1. a report showing the Signatory's score for each indicator and module and how this score compares to its peers (a "**Private Assessment Report**");
  2. a report presenting all core indicators, published in ranges if specified by the User, and responses (except for certain commercially sensitive

indicators determined by PRI), “public indicators”, and indicators and responses that a Signatory has instructed PRI to publish, as more particularly described in clauses 5.3 and 5.4, relevant to a particular Signatory (a “**Public Transparency Report**”); and/or

3. a report presenting all public and private indicators relevant to a particular Signatory, and such Signatory’s responses to those indicators (a “**Private Transparency Report**”).

(each a “**Report**” and together, the “**Reports**”).

3. All use of the Data Portal and the Reports is subject to the terms and conditions set out in this Agreement and, in particular, the [Permitted Purposes](#).

#### 4. PERMITTED PURPOSES

1. The User shall and shall ensure that its Authorised Users shall only use the Data Portal for the following permitted purposes (together, the “**Permitted Purposes**”), to the extent that the relevant functionality is available within the Data Portal:

1. viewing the Signatory’s own Reports;
2. viewing public responses to indicators;
3. creating lists of Signatories based on criteria such as geography, AUM (assets under management) size, Signatory type and keyword search functionality;
4. viewing the distribution of Signatory scores for all available peer groups (provided that the size of the peer group does not compromise the Signatory’s confidentiality);
5. viewing aggregated Signatory responses for all available peer groups (provided that the size of the peer group does not compromise the Signatory’s confidentiality);
6. using the [PRI Materials](#) subject to the limitations described in this Agreement; and
7. any other purposes notified to a User by PRI from time to time.

#### 5. RIGHTS OF THE USER

1. Subject to the User’s and each Authorised User’s compliance with this Agreement, PRI hereby grants to the User and each Authorised User a non-exclusive, non-transferable, non-assignable licence to access and to use the [PRI Materials](#) solely for the [Permitted Purposes](#) and whilst the User is a Signatory or associated with a Signatory.
2. Whether a given indicator is designated as “private” or “public” is determined through the functionality of the Online Reporting Tool (as defined below) and the related responses, and such designation will not be changed except where PRI has taken the decision to make certain indicators private for all Signatories.

3. The User may share data comprising a Public Transparency Report (the “**Public Data**”) and the Private Reports obtained in accordance with this Agreement (together, the “**Publishable Data**”) with other organisations provided that the following conditions are met:
  1. the Publishable Data is shared free of charge;
  2. if the User intends to, or does, publish the Publishable Data online via a portal, application or other such platform (a “**User Platform**”) then the User shall ensure that:
    1. before the Publishable Data is published on the User Platform, the User obtains PRI’s prior written consent by sending a request to [reporting@unpri.org](mailto:reporting@unpri.org) and complies with PRI’s publishing guidelines given in such consent, if any;
    2. PRI and/or its appointed authorised representative(s) is given all necessary access, at no cost to PRI, to the User Platform for the purpose of auditing the User’s compliance with this Agreement and other internal purposes, and the User shall promptly on request provide PRI with all necessary login and access credentials required for these purposes;
    3. access to the Publishable Data via the User Platform is not subject to additional charges, including licence and/or download fees, over and above the fees normally charged to access the User Platform;
    4. the Publishable Data is not presented in a way, or together with other materials, that is intended to and/or reasonably likely to misinform, confuse or deceive any person or to embarrass or bring PRI into disrepute;
    5. without prejudice to the rights granted under this Agreement, the Private Reports and all private data (including indicator responses) contained in the Private Reports are not presented in a way, or provided with other data (including Public Data), that may be attributed to allow a specific Signatory to be identified;
    6. unless PRI instructs the User to do otherwise, PRI is identified as the source of the Publishable Data in a suitably obvious place such that it is clearly linked to the published data, using the following wording, updated as necessary to refer to the current year: “*Copyright © 2024 PRI Association. All rights reserved.*”;
    7. the User shall provide PRI with anonymised data concerning the usage of the Publishable Data through the User Platform (“**Usage Data**”) at least once every calendar year and no later than 31 December in any given year;
    8. the User shall ensure that the Usage Data is in a format reasonably requested by PRI and sufficiently detailed to allow

PRI to extract insights by investor country, market, investor type and size; and

9. the Publishable Data may not be downloaded on a consolidated basis.
4. The User may, with the prior written consent of PRI, use Publishable Data as part of a product and/or service offering (except that clause 3.2 applies to all User Platforms) provided that the User:
  1. expressly states that the product and/or service offering and the methods used to process the Publishable Data have not been endorsed by PRI or any person representing PRI; and
  2. the Private Reports and any and all private indicator responses contained in the Private Reports are not presented in a way, or provided with other data (including Public Data), that may allow the private indicator responses of a specific Signatory to be identified or attributed to a specific Signatory.
5. The User may only share Private Reports of an asset manager (“**Asset Manager Signatory**”) with the User’s asset owner customers (a “**User Customer**”) if:
  1. the User is appointed as a provider of services to the User Customer; and
  2. the User Customer has appointed or intends to appoint the Asset Manager Signatory to provide services, including the management of assets, to the User Customer.
6. PRI will disclose all submitted Public Transparency Reports on the Data Portal and PRI’s website soon after each reporting cycle each year.

## 6. OBLIGATIONS OF THE USER

1. The User shall ensure that all if its Authorised Users are subject to a written contract containing appropriate confidentiality obligations that apply to the Reports.
2. The User shall and shall ensure that each Authorised User shall:
  1. keep secure and confidential all passwords and other credentials used to access the Data Portal;
  2. notify PRI immediately if it knows or suspects that any third party has unlawfully gained access to the Data Portal or the data on the Data Portal or a Report;
  3. notify PRI immediately if it is inadvertently given access to another Signatory’s landing page on the Data Portal or Private Reports;
  4. ensure that each Authorised User is internally authorised to access the Data Portal;

5. ensure that any data exported from the Data Portal is stored securely and, when shared internally, shared with appropriate levels of confidentiality and marking such as confidential folders with limited access;
6. ensure that all devices used to access the Data Portal are secure and password protected;
7. ensure that its use of any disclosed Private Reports ceases at the direction of the relevant Signatory and/or the removal of access rights via the Data Portal;
8. obtain and maintain all necessary licences, consents, and permissions necessary for the User to provide and/or make available any of its data, documents, and/or other materials (“**User Materials**”) to PRI under this Agreement;
9. at all times comply with the terms of this Agreement, particularly in relation to ensuring that it does not send, knowingly take receipt of, upload, download, use or re-use any material to which the applicable rights holder has not granted the User the necessary permissions to do; and
10. not access or use the Data Portal:
  1. to build a product or service which competes with the Data Portal and/or the services that PRI provides;
  2. in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Data Portal; and/or
  3. in a way that could damage, disable, overburden, impair, or compromise PRI’s systems or security or interfere with other Signatories’ use of the Data Portal.

## 7. RIGHTS OF PRI

1. PRI may terminate and/or suspend access to the Data Portal at any time at its discretion including if a potential, alleged or existing threat to data security is identified, or, if in PRI’s opinion the User is or is likely to be in breach of this Agreement.
2. The User grants PRI and its employees, agents, consultants, contractors, sub-contractors and other authorised representatives a non-exclusive and non-transferrable right to use the User Materials for and in connection with the purposes described in this Agreement.
3. PRI may:
  1. as and when the applicable functionality becomes available on the Data Portal, share Reports between Signatories subject to the limitations described in clause 8 (*Obligations of PRI*);

2. remove and/or erase all data related to the User from the Data Portal and revoke all permissions applicable to Authorised Users in the event that the User becomes de-listed as a Signatory;
3. use the User Materials, including as part of an analytic exercise, to plan and implement improvements to the Data Portal and other of PRI's products and services and for internal analysis and research purposes; and
4. collect and use user statistics related to the Data Portal's functionalities, including most commonly searched, shared, requested and viewed Reports, for any purposes as it sees fit.

## 8. OBLIGATIONS OF PRI

1. PRI makes the Data Portal and the [Reports](#) contained therein available for use by the User and its Authorised Users on an "as is" and "as available" basis.
2. Without prejudice to the foregoing, PRI will use reasonable endeavours to:
  1. as and when the applicable functionality becomes available on the Data Portal, publish the indicators in Public Data and the User's responses to such indicators provided through the Online Reporting Tool;
  2. process indicators in Private Reports and the User's responses to such indicators provided through the Online Reporting Tool only in accordance with this Agreement and the terms of the Online Reporting Tool unless authorised to do otherwise by the Data Portal Admin;
  3. provide reasonable guidance on the access and usage of the responses and peering scores; and
  4. without prejudice to clause 8.1, take reasonable steps to address any technical problems and/or incidents in respect of the Data Portal as soon as is reasonably practicable to do so.
3. The Data Portal is provided for the purposes of information only. The content of the Data Portal is not intended to be investment, legal, tax or any other form of advice, nor is it intended to be relied upon in making an investment or other decision. All content is provided with the understanding that the authors and publishers are not providing advice. PRI is not responsible for any errors or omissions, for any decision made or action taken based on information provided by the Data Portal or for any loss or damage arising from or caused by such decision or action.
4. Subject to clause 13.1 (*Liability*) and except as described in this Agreement, PRI does not give any warranties, representations or other commitments to the User, including as to the functionality, performance, availability, transmission speeds, content, latency and/or accuracy of the Data Portal, and all warranties, conditions, representations, and terms whether written or oral, express or implied by statute, common law, custom, trade usage, course of dealing or otherwise are hereby excluded.

## 9. SHARING OF REPORTS AND INDICATORS

1. The User agrees that with respect to:
  1. public indicators and the associated public responses (the “**Public Transparency Data**”):
    1. such Public Transparency Data will:
      - (i) once the User is in a mandatory reporting year; or
      - (ii) with the User’s permission, if the User is a voluntary discloser (i.e. subject to a reporting grace period), be made publicly available in the form of a Public Transparency Report and hosted on the PRI website and Data Portal;
    2. PRI has right to delay or to refuse publication of the Public Transparency Report if PRI has reasonable reasons to doubt the accuracy and/or veracity of the Public Transparency Data;
    3. PRI has the right to publish a shortened version of a Public Transparency Report in order to change the indicator-response structure but not the meaning of the Public Transparency Data;
    4. PRI may use such data in connection with PRI’s accountability efforts including efforts to establish the minimum criteria that can result in a de-listing of a Signatory;
    5. PRI is entitled to:
      - (i) retain the Public Transparency Report and the Public Transparency Data in its records;
      - (ii) retain the Public Transparency Report and the Public Transparency Data for re-analysis and re-publication in part or in whole to third party organisations;
      - (iii) to charge customers of PRI including the User a fee for a dataset comprised of the Public Transparency Data of the User and/or other Signatories; and
      - (iv) to present the Public Transparency Data in a visual output;
  2. Private Reports and the associated private indicators and responses (the “**Private Transparency Data**”):
    1. PRI is entitled to:
      - (i) retain the Private Transparency Data in its records;
      - (ii) use an aggregate data set of all responses, including the Private Transparency Data, for purposes aligned to PRI’s objectives, including communicating externally the state of responsible investment practices, improving PRI’s reporting framework (“**Reporting Framework**”), and implementing support tools and assessment methodologies; and
      - (iii) publish reports and/or analysis (including top-level observations and asset class analyses based on Signatories’ responses to both the public and private indicators) and any such publication based on analysis of the Private Transparency Data will result in aggregate findings that do not, without the User’s consent, highlight the User’s own responses.

3. PRI shall ensure that Public Transparency Data and Private Transparency Data will be handled in accordance with PRI's information security policy, which is available on request by emailing [reporting@unpri.org](mailto:reporting@unpri.org).

## 10. PRI'S INTELLECTUAL PROPERTY RIGHTS

1. PRI and where relevant its licensors retain all rights, including all patents, know-how, trade secrets, trademarks, copyright, database and design rights, whether registered or not, and similar rights existing anywhere in the world ("IPR") in:
  1. the questionnaire, indicators and other materials and methodologies comprising PRI's Reporting Framework;
  2. the "**Online Reporting Tool**" which is the platform through which PRI collects responses from Signatories;
  3. the Data Portal;
  4. the Reports; and
  5. any derivative works and/or enhancements created from any or all of the above,  
  
(the "**PRI Materials**").
2. PRI has the right to terminate in whole or in part the licence to use the [PRI Materials](#) described in clause 5.1 at its discretion.
3. The User shall have no right or interest in the [PRI Materials](#) except as described in this Agreement.

## 11. CONTRACTORS

1. PRI will be entitled to exercise any of its rights under the Agreement by appointing contractors provided that such contractors shall be subject to a written confidentiality agreement covering the matters described in this Agreement.

## 12. COMPLIANCE AND DATA PROTECTION

1. Both parties warrant that they:
  1. will comply with all relevant data protection and privacy laws, including the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) (the "**Privacy Laws**") and in each case any updates to the same; and
  2. will not perform their obligations under this Agreement in such a way as to cause the other party to this Agreement to breach any of its applicable obligations under the Privacy Laws.

## 13. LIMITATION OF LIABILITY



1. Nothing in this Agreement shall limit or exclude either party's liability to the other to a greater extent than is permitted under applicable law for loss or damage resulting from:
  1. death or personal injury caused by negligence;
  2. fraud or fraudulent misrepresentation; or
  3. any matter in respect of which losses may not be limited or excluded under applicable laws.
2. Subject to clause 13.1, PRI shall not be liable to the User under any causes of action, whether such causes of action arise in contract (including under any indemnity or warranty), in tort (including negligence), for breach of statutory duty or otherwise) (an "**Action**") for loss or damage that comprise:
  1. loss or corruption of data or information;
  2. special, indirect or consequential loss;
  3. loss of profit or revenue;
  4. loss of contract or business opportunity; or
  5. depletion of goodwill,

in each case, whether arising directly or indirectly under or in connection with this Agreement and whether or not reasonably foreseeable, reasonably contemplable, actually foreseen or actually contemplated by a party on its entering into this Agreement.

3. Subject to clause 13.1 and clause 13.2, PRI's total aggregate liability to the User in respect of all Actions arising under and/or in connection with this Agreement shall not exceed the sum of £1,000.00.
4. The parties agree that the provisions of this clause 13 are considered by them to be reasonable in all the circumstances, having taken into account section 11 and the guidelines in schedule 2 of the Unfair Contract Terms Act 1977 and the nature of the Data Portal.
5. The User shall indemnify, defend, and hold harmless PRI against any loss, cost or damage, including direct, indirect, special or consequential loss, relating to or arising directly or indirectly as a result of the inaccuracy of any data inputted by the User in the Online Reporting Tool or the use of any Reports by other Signatories to the extent that disclosure of such Reports to other Signatories has been authorised by the User.

## 14. GENERAL

1. **Variation:**
  1. PRI has sole discretion and control over, and may modify at any time, with or without notice to the User, the functionality, performance, configuration, appearance and content of the Data Portal.

2. PRI may change the terms of the Agreement at any time by notifying the User of such change at the time the User next accesses the Data Portal, or by email.
  3. The date that this Agreement was last updated is 25 November 2024.
2. **Entire Agreement:** This Agreement is the entire agreement between the parties in relation to a User's use of the Data Portal.
  3. **No Partnership:** 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.
  4. **Governing Law and Jurisdiction:** This Agreement and any dispute or claim arising out of or in connection with it, including non-contractual disputes or claims, shall be governed by and construed in accordance with English law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, including non-contractual disputes or claims.
  5. **Notices:**
    1. Notices from the User, except in connection with the commencement of legal proceedings, must be given by email to the appropriate address ([reporting@unpri.org](mailto:reporting@unpri.org)).
    2. Notices from PRI to the User, except in connection with the commencement of legal proceedings, will be given to the email accounts through which the User has received the login for the Data Portal unless the User provides in writing new email accounts.
  6. **Third Party Rights:** This Agreement does not confer any rights on any person or party, other than the parties to this Agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999.
  7. **No Waiver:** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by applicable law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
  8. **Severability:** If any provision or part of a provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
9. **Interpretation**

In this Agreement:

    1. the headings are for convenience only and shall not affect the interpretation of the Agreement;

2. any obligation in this Agreement on a party not to do something, includes an obligation not to agree, allow, permit or acquiesce to that thing being done;
3. any reference in this Agreement to any enactment or statutory provision or subordinate legislation will be construed as a reference to it as from time to time replaced, amended, consolidated or re-enacted, with or without modification, and includes all orders, rules or regulations made under such enactment;
4. any list, word, or phrase following the words including, include, in particular, for example, or any such similar expression shall be construed as having the phrase without limitation following them; and
5. the rule known as *eiusdem generis* shall not apply and accordingly, words introduced by the word other shall not be given a restrictive meaning by reason of the fact that such words are preceded by words indicating a particular class of acts, matters or things.

## **15. CONTACT US**

Questions and comments regarding these terms should be sent to [reporting@unpri.org](mailto:reporting@unpri.org). If you are having problems registering for an account or using the Data Portal, please contact [helpdesk@unpri.org](mailto:helpdesk@unpri.org) for assistance.