

A6.4-SBM016-AA-A16

Information note

Terms and conditions for entity account holders

Version 01.0



United Nations
Framework Convention on
Climate Change

COVER NOTE

1. Procedural background

1. The Conference of the Parties serving as the meeting of the Parties to the Paris Agreement (CMA), through decision 3/CMA.3, adopted the rules, modalities and procedures (RMPs) for the mechanism established by Article 6, paragraph 4, of the Paris Agreement (Article 6.4 mechanism), as contained in the annex to that decision.¹ The decision requested the Supervisory Body of the Article 6.4 mechanism (SBM) to develop provisions for various processes necessary to operate the mechanism, including the registry for the mechanism (mechanism registry). Requirements for the mechanism registry are provided throughout the RMPs, including, but not limited to, in sections V.H, V.J, V.K, VI, VII, and XI.B.
2. The CMA, through decision 7/CMA.4, annex I, further elaborated the requirements of the mechanism registry, including, but not limited to, in its sections II.A, II.B, IV and VI.² The CMA, through decision 6/CMA.6 (Further guidance on the mechanism established by Article 6, paragraph 4, of the Paris Agreement),³ provided further guidance on the mechanism registry, including in relation to authorization,⁴ interoperability and availability.⁵
3. The SBM, at its thirteenth meeting, considered the concept note “Terms and conditions for entities using the mechanism registry”⁴ and requested the secretariat to proceed with the development of the terms and conditions for authorized account holders of the mechanism registry and to prepare a document for Party account holders that outlines their roles and responsibilities, for consideration at a future meeting.
4. The SBM, at its fifteenth meeting, adopted the “Procedure: Article 6.4 mechanism registry”⁵, which requires account holders to comply with any applicable terms and conditions.

2. Purpose

5. This information note has been prepared to provide information to the SBM on the “Terms and conditions for entity account holders” (Terms and conditions), which the secretariat has developed to apply to the mechanism registry.

¹ Decision 3/CMA.3, annex, as contained in document FCCC/PA/CMA/2021/10/Add.1. Available at: https://unfccc.int/sites/default/files/resource/cma2021_10a01E.pdf.

² Decision 7/CMA.4, annex I, chapters II–VI, in document FCCC/PA/CMA/2022/10/Add.2. Available at: https://unfccc.int/sites/default/files/resource/cma2023_10a02E.pdf.

³ Decision 6/CMA.6, “Further guidance on the mechanism established by Article 6, paragraph 4, of the Paris Agreement” (Advance version in English language only). Available at: https://unfccc.int/sites/default/files/resource/cma2024_17a01_adv.pdf

⁴ A6.4-SBM013-AA-A14, Concept note: Terms and conditions for entities using the mechanism registry. Available at: <https://unfccc.int/sites/default/files/resource/a64-sbm013-aa-a14.pdf>.

⁵ See <https://unfccc.int/sites/default/files/resource/A6.4-PROC-REGS-001.pdf>

3. Overview

6. The Terms and conditions are provided in the appendix below. These will be provided to entity account holders when they request to open an account in the mechanism registry, and for activity participants, when they submit their prior consideration notification in accordance with the “Procedure: Article 6.4 activity cycle procedure for projects” or “Procedure: Article 6.4 activity cycle procedure for programmes of activities”. The secretariat will also make the Terms and conditions available at all times on the mechanism registry interface on the United Nations Framework Convention on Climate Change website.
7. The Terms and conditions may be updated from time to time, as necessary for the effective operation of the mechanism registry and the legal protection of the secretariat. The secretariat will report any significant changes in the Terms and conditions to the Supervisory Body.

4. Recommendations to the Board

8. The secretariat recommends that the Supervisory Body take note of this information note.

Appendix. Terms and conditions for entity account holders

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1. Interpretation

1.1. The following terms apply in these Terms and conditions:

- a) “CMA” refers to the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement;
- b) “Centralized Accounting and Reporting Platform” refers to the centralized accounting and reporting platform established by the secretariat pursuant to decision 2/CMA.3, annex, paragraph 35;
- c) “Article 6.4 mechanism” or “mechanism” refers to the mechanism established by Article 6, paragraph 4 of the Paris Agreement;
- d) “SBM” or “Supervisory Body” refers to the Supervisory Body of the Article 6.4 mechanism;
- e) “Registry” refers to the Article 6.4 mechanism registry, which can be accessed through the United Nations Framework Convention on Climate Change website;
- f) “Rules and regulations” refers to the decisions of the CMA which apply to the Article 6.4 mechanism, and any decisions or regulatory documents adopted by the SBM;
- g) “Procedure: Article 6.4 mechanism registry” refers to the most recent version of the “Procedure: Article 6.4 mechanism registry” as adopted by the Supervisory Body and available on the United Nations Framework Convention on Climate Change website;
- h) “We”, “Us” and “UNFCCC secretariat” refer to the secretariat of the United Nations Framework Convention on Climate Change, the Kyoto Protocol and the Paris Agreement, including the secretariat serving in its capacity as the Registry administrator, including any officials, agents, legal representatives, employees or other vicarious agents such as consultants, information providers or content providers;
- i) “United Nations” refers to the United Nations, including any officials, agents, legal representatives, employees or other vicarious agents such as consultants, information providers and content providers;
- j) “UNCITRAL” refers to the United Nations Commission on International Trade Law;
- k) “You” refers to an entity account holder and/or activity participant.

1.2. If any inconsistencies are identified between these Terms and conditions and any applicable decision by the CMA and/or the Supervisory Body, the decision by the CMA and/or the Supervisory Body shall prevail to the extent of the inconsistency. This shall have no effect on the remainder of these Terms and conditions which are not inconsistent with the relevant decision.

2. Applicability

- 2.1. The effective date of these Terms and conditions is DD/MM/YYYY.
- 2.2. By accessing and using the Registry, you agree to comply with the Terms and conditions that are in effect.
- 2.3. We reserve the right to make changes to these Terms and conditions from time to time. If We wish to make changes, and you are registered to the Registry, prior to making any changes, We will notify you of the proposed changes via the contact details of your authorized representative.
- 2.4. The changed Terms and conditions are deemed accepted by you if:
 - a) You do not object to the changed Terms and conditions within two (2) weeks after receipt of the notification referred to in 2.3 above; or
 - b) You accept the changed Terms and conditions on the Registry.
- 2.5. In the notification referred to in item 2.3 above, We will notify you of the two (2) week time limit for objecting to the Terms and conditions, and the consequences of both objecting or accepting the changed Terms and conditions.
- 2.6. You are under no obligation to accept any changes to the Terms and conditions. If you choose to object to the changes to the Terms and conditions, you will no longer be permitted to use the Registry from the effective date of the updated Terms and conditions, and We are entitled to terminate your account as though you have breached the Terms and conditions in accordance with the "Procedure: Article 6.4 mechanism registry".
- 2.7. In the event that a change to the Terms and conditions becomes effective during a transaction being processed on the Registry, the version that was effective at the start of the transaction shall apply.

3. Our relationship to you and your authorizing Party

- 3.1. Pursuant to, and in accordance with, decisions 3/CMA.3, 7/CMA.4 and 6/CMA.6, We serve as the Registry administrator and maintain and operate the Registry under the supervision of the Supervisory Body.

- 3.2. Our role and responsibility under these Terms and conditions is limited to providing Parties and authorized public and private entities with access to the Registry in accordance with decisions by the CMA. Your access to the Registry is subject to the authorization provided by your authorizing Party, including any conditions provided on that authorization. Your authorizing Party may change or update the authorization they provide pursuant to your account(s), or any holdings within your account(s), at any time in accordance with the Rules and regulations. Where your authorizing Party changes or updates the authorization of your account(s), or any holdings within your account(s), you will be automatically notified via the contact details of your authorized representative that a change or update to your authorization has been made, and the change or update will be applied in accordance with the authorization and the Rules and regulations.
- 3.3. All information on your account holdings will be made available to your authorizing Party and may be shared with the Centralized Accounting and Reporting Platform, where applicable.
- 3.4. We are not a Party to any transactions in the Registry.
- 3.5. We are not, and do not act as, your agent or trustee.
- 3.6. We do not offer any guarantee or assurance that any action undertaken to be completed by an account holder, or Party, will be completed.
- 3.7. We do not provide any assurance, promise, or guarantee as to the consistent or permanent availability of the Registry, and note that from time to time, the Registry will be made unavailable for routine maintenance.
- 3.8. We will aim to provide reasonable notice for any planned periods for which the Registry will be unavailable to users.
- 3.9. We do not warrant that:
 - a) You will be able to use the Registry, or that it will continue to be made available in its current or any other form; or
 - b) That the Registry is fit for any particular purpose, whether implied or not; or
 - c) That information in the Registry is evidence of ownership or legal title; or
 - d) The Registry or any software or material of any nature available on or downloaded from the Registry will be free from viruses or defects, compatible with your equipment, or fit for any purpose. It is your responsibility to use suitable anti-virus software on any software or other material that you may download from the Registry and to ensure the compatibility of such software or material with your equipment; or
 - e) Any content or information published on the Registry is accurate or complete.

4. Accounts

- 4.1. The “Procedure: Article 6.4 mechanism registry” provides the procedural requirements related to accounts in the Registry, and the functionalities available to you as an account holder.
- 4.2. By opening an account in the Registry, you agree to provide Us with true, current and accurate information and to update this information promptly to ensure it remains true, current and accurate.
- 4.3. The Registry charges fees for its services, which are provided by the “Procedure: Article 6.4 mechanism registry”. We reserve the right to revise these fees from time to time by updating the “Procedure: Article 6.4 mechanism registry”. When changes to the Registry’s fees are made, and if you are registered to the Registry, We will notify you of the changes via the contact details of your authorized representative. You agree to pay all applicable fees within thirty (30) days of receipt of notification from Us of fees due.
- 4.4. You are entitled to terminate your account at any time without notice by following the instructions on the Registry for how to terminate an account.
- 4.5. We are entitled to suspend and/or terminate your account in accordance with the “Procedure: Article 6.4 mechanism registry”.

5. Privacy

- 5.1. Except so far as the Rules and regulations or these Terms and conditions contradict them, the UNFCCC Privacy Policy applies to these Terms and conditions.
- 5.2. In accordance with the Rules and regulations, you agree that non-confidential information you provide to the Registry will be made publicly available and shared with your authorizing Party.
- 5.3. You may, and must in accordance with item 4.2 above, update your personal information on the Registry at any time.

6. Use of the Registry

- 6.1. You are entitled to use the Registry for, among other things, information purposes in accordance with the Rules and regulations. You agree that any of your owners, trustees, members, officers, directors, employees and agents agree to be bound by these Terms and conditions.
- 6.2. You must not use the Registry for any illegal purpose nor upload, submit or post on the Registry any illegal content.
- 6.3. You must not use the Registry for money laundering; financing of terrorism; fraud; corruption or bribery; or tax evasion.

- 6.4. We make no representation that the content of the Registry complies with the laws of any country. You access the Registry at your own risk and are responsible for complying with the laws in the place(s) applicable to your access of the Registry.
- 6.5. We may make changes to the Registry from time to time, including, without limitation, changes to the functionalities and the layout or 'look and feel' of the Registry, or in relation to any products or information made available on or via the Registry.
- 6.6. The UNFCCC secretariat shall have no obligation to take your needs into consideration in connection to changes to, or the availability of, the Registry.
- 6.7. You acknowledge and agree that the UNFCCC secretariat is not liable for any conduct of any user of the Registry.
- 6.8. By uploading or providing any information to the Registry, you grant the UNFCCC the perpetual right to use, reproduce, distribute, display and prepare derivative works from this information, and to grant sublicenses to third parties to use this information for the purposes of the Registry.
- 6.9. The UNFCCC makes no statement as to the intellectual property rights of information or content uploaded to the Registry by users or third parties. It is the sole responsibility of the users and third parties to ensure their use of the Registry and all content uploaded to, submitted to, and published on the Registry complies with relevant intellectual property laws and regulations.
- 6.10. We undertake to use any personal data obtained in connection with your use of the Registry solely for the purposes set forth in these Terms and conditions and the Rules and regulations, and in accordance with applicable UNFCCC secretariat and United Nations data protection and privacy policies.

7. Disputes, disclaimer of warranties and limitation of liability

- 7.1. Under no circumstances shall the UNFCCC or its affiliates be liable for any loss, damage, liability or expense incurred or suffered, including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages, whether arising directly or indirectly from these Terms and conditions. This includes, but is not limited to:
 - a) Your use of, or inability to use, the Registry;
 - b) Guidance provided by us, the CMA, or the Supervisory Body;
 - c) Delays or disruptions in the operation of the Registry;
 - d) Viruses or other malicious software obtained by accessing or linking to the Registry;
 - e) Glitches, bugs, errors, or inaccuracies of any kind on or within the Registry;

- f) Damage to your hardware or device resulting from the use of the Registry;
 - g) The content, actions, or inactions of third parties, including items listed on the Registry or the removal of allegedly fake items;
 - h) A suspension of or other action taken with respect to your account, including due to any breach of these Terms and conditions;
 - i) The duration or manner in which your listings appear on the Registry and in search results;
 - j) Your need to modify practices, content, or behaviour, or your loss of or inability to conduct business, as a result of changes to the Terms and conditions, the Rules and regulations, or our policies.
- 7.2. For the avoidance of doubt, the SBM is not a legal entity, and neither it, nor any of its members or alternate members, assume any liability whatsoever in relation to the use or operation of the Registry.
- 7.3. For the avoidance of doubt, the payment gateway operator, or a financial intermediary (such as a bank), as the case may be, is a third party and accordingly, We do not accept any liability for any actions or omissions by them.
- 7.4. You shall indemnify, defend and hold harmless the UNFCCC secretariat from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the UNFCCC secretariat, including, but not limited to, all litigation costs and expenses, attorney fees, settlement payments and damages, based on, arising from, or relating to, your breach of these Terms and conditions or any Rules or regulations, your improper use of the Registry, or your breach of any law, or the rights of a third party.
- 7.5. In addition to the indemnity obligations set forth in this section, you shall be obligated, at your sole expense, to defend Us pursuant to this section, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability. We shall advise you about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. You shall have the sole control of defence of any such suit, proceedings, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of the secretariat or any matter relating thereto, for which only the UNFCCC secretariat itself is authorized to assert or maintain. We shall have the right, at our own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of our own choosing.

- 7.6. You agree that any disputes, claims, or other issues that may arise between you and other account holders or third parties (including, but not limited to, any issues or disputes relating to the validity of project information, transactions in the Registry, ownership of, security over, or proprietary interests in Article 6.4 Emissions Reductions held in the Registry) will be addressed and resolved between you and such account holders or you and third parties, and without our involvement, or the involvement of the United Nations or its subsidiary bodies, except as may be otherwise provided for in these Terms and conditions.
- 7.7. You will use your best efforts to amicably settle any dispute, claim or other issue arising out of or in connection with your use of the Registry, or these Terms and conditions, or the breach, termination, or invalidity thereof.
- 7.8. If you are unable to resolve any dispute arising in relation to the Registry or these Terms and conditions amicably, then you must seek an amicable settlement through conciliation in accordance with the Conciliation Rules then prevailing of UNCITRAL.
- 7.9. If a dispute remains unresolved sixty (60) days after one party receives a written request from the other party for such amicable settlement, either party may refer the dispute to an arbitral tribunal composed of three members in accordance with the UNCITRAL Arbitration Rules then prevailing. The place of arbitration shall be Geneva, Switzerland.
- 7.10. Each party to the dispute shall appoint one arbitrator, and the two arbitrators thus appointed shall together appoint a third arbitrator as their Chairperson. If one of the parties fails to appoint its arbitrator and has not proceeded to do so within two (2) months after an invitation from the other party to make such an appointment, the other Party may request the Secretary-General of the Permanent Court of Arbitration at The Hague to make the necessary appointment. If the two arbitrators are unable to reach agreement, in the two months following their appointment, on the choice of the third arbitrator, either party may invite the Secretary-General of the Permanent Court of Arbitration at The Hague to make the necessary appointment.
- 7.11. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate then prevailing, and any 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. We may accept instructions for actions in the Registry from an account holder pursuant to the outcome of the arbitration, with valid and verified evidence of the arbitration outcome.
- 7.12. Notwithstanding items 7.7 through 7.11 herein, if a valid and enforceable agreement exists between the disputing parties that contains a dispute resolution mechanism, such mechanism shall take precedence and shall be the exclusive means for resolving disputes between those parties, in lieu of the dispute resolution procedure set forth in these Terms and conditions; provided, however, that such mechanism shall not conflict with, override, or purport to waive any of the provisions contained in items 7.1 through 7.5 and 7.12 of these Terms and conditions.

- 7.13. Nothing in or relating to these Terms and conditions shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UNFCCC secretariat or the United Nations, including its subsidiary organs.

8. Security

- 8.1. You should be aware that the Internet, being an 'open network', is not completely secure. If you choose to send or receive any electronic communications to or from us by means of the Registry, or if you submit any content or information for publication on the Registry, you do so at your own risk. We cannot guarantee that such communications will not be intercepted or changed, or that they will reach the intended recipient without interruption or at all. We will use reasonable endeavours to ensure the Registry is reasonably secure, however, We cannot guarantee that any information displayed on the Registry has not been changed or modified through malicious attacks or any other unauthorized third-party intervention.
- 8.2. It is your responsibility to ensure that your login details remain secure and confidential. You must inform Us as soon as possible if you know or suspect that your login details are known by or available to any third party. If you inform us of any suspected or actual loss or disclosure of your login details, We will suspend your account in accordance with the "Procedure: Article 6.4 mechanism registry".
- 8.3. You are liable for any use of your login details on the Registry, including any actions taken using your login details.
- 8.4. You are responsible for keeping your login details and contact details up to date in the Registry.

9. General

- 9.1. You must not assign or transfer or purport to assign or transfer any of your rights or obligations under these Terms and conditions without our prior written consent.
- 9.2. These Terms and conditions are additional to all other rights, remedies and powers provided in the Rules and regulations, and are additional to the Terms of Use of the UNFCCC as provided at <https://unfccc.int/this-site/terms-of-use>.
- 9.3. The failure by either you or Us to exercise any of our respective rights, whether under these Terms and conditions or otherwise, is not deemed for any purpose to constitute a waiver by the other party of any such right or remedy associated therewith, and does not relieve the parties of any of their obligations under these Terms and conditions.
- 9.4. All notices and other communications in relation to these Terms and conditions must be sent to Us in writing in English via email at a6.4mechanism-Registry@unfccc.int. Any communication will be deemed duly given if sent during normal business hours of the UNFCCC secretariat during a business day, and otherwise, on the next business day, if sent after outside our normal business hours.

- 9.5. The terms provided in sections 5 and 6 of these Terms and conditions impose an ongoing obligation which shall survive the termination or expiration of these Terms and conditions. All other terms in these Terms and conditions continue in effect until all of your accounts are terminated.

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Document information

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