



THE ONLINE ACCREDITATION SYSTEM OF THE GREEN CLIMATE FUND

TERMS AND CONDITIONS

The Online Accreditation System (“OAS”) is a secure internet accessible application which allows an entity (“Entity”) to submit an application for accreditation from the Green Climate Fund (“Fund”). All entities, including international, regional, national and subnational entities, can apply for accreditation to the Fund. Entities shall send a letter to the Fund’s Secretariat requesting access to the OAS through the following email address: accreditation@gcfund.org. The application and relevant supporting documents will be assessed based on specific accreditation criteria that reflect the Fund’s fiduciary principles and standards and environmental and social safeguards. In that regard, the Entity will be asked through the OAS to demonstrate its track record in meeting such fiduciary and environmental and social safeguards. Decisions regarding accreditation will be made by the Fund’s Board based on the application submitted.

By using the OAS, the Entity agrees to the following terms and conditions:

1. Fees

- 1.1 The Entity shall be required to pay certain fees when seeking accreditation. This non-refundable fee shall be paid at the time of submission of the accreditation application. Additional fees may subsequently be charged for incomplete applications and/or lack of clarity in documentation submitted in support thereof, in which case the Entity will be informed.

2. The Fund’s Governing Instrument and Information Disclosure Policy

- 2.1 The Entity acknowledges and agrees that the Fund’s Governing Instrument and operating procedures require that all accreditation applications and funding proposals are approved by the Fund’s Board. As part of the Fund’s approval process and portfolio administration, certain information will therefore be circulated to the Board.
- 2.2 Furthermore, the Entity acknowledges and agrees that use of the OAS is subject to the Fund’s [Information Disclosure Policy](#) as may be amended from time to time. Pursuant to the presumption in favor of disclosure as set forth therein, the Fund shall make publicly available (on its website <http://www.greenclimate.fund/home> or through other appropriate means) all documents relating to the Fund and its funded activities to provide the public with information on the Fund’s work and the way it administers financial inputs received. There are, however, categories of information not to be disclosed such as confidential information which includes information given to the Fund in confidence and with restrictions on disclosure, including financial, business or proprietary and non-public information, which will not be disclosed without the explicit authorization of the provider of such information.



2.3 WHEN USING THE OAS, THE ENTITY SHALL BE RESPONSIBLE FOR CLEARLY IDENTIFYING ANY DOCUMENT OR PART THEREOF OR ANY OTHER TYPE OF INFORMATION WHICH IT DEEMS CONFIDENTIAL.

2.4 However, confidential information shall not include any document or information:

- (a) which is or becomes available to the public through no action by the Fund;
- (b) which is made available to the public by the Fund in accordance with these terms and conditions;
- (c) which is already in Fund's possession as at the date of the Entity providing such document or information;
- (d) which is received by the Fund from a third person who is under no obligation of confidentiality to the Entity; or
- (e) which is independently developed by the Fund.

3. Usernames and Accurate Information

3.1 In order to access the OAS, the Entity shall contact the Fund's Secretariat with a letter signed by a duly authorized official with names and email addresses of persons to whom the Secretariat is permitted to release OAS account information (including initial username and initial password). The letter shall be sent to accreditation@gcfund.org accompanied by documentation acceptable to the Fund evidencing the authority of the signatory. After receiving this letter, the Secretariat shall provide the Entity with account registration details to access the OAS. The Entity agrees to provide correct, accurate, current, complete and non-misleading information about it as prompted by the OAS. The Entity also agrees to update its information in a prompt manner in order to keep it correct, accurate, current, complete and non-misleading. Misrepresentation or other forms of misuse of the OAS may provide grounds for failure to receive accreditation and/or lead to other consequences as may be provided for under the Fund's applicable policies as may be amended from time to time. The Entity shall be responsible for maintaining the confidentiality of its account password and username, and is fully responsible for all activities that occur under its password or username. The Entity shall notify the Fund of any unauthorized use of its password or username or any other breach of security.

4. No Presumption

4.1 The Entity agrees and acknowledges that payment by the Entity, and acceptance by the Fund, of fees associated with the accreditation process, completion of an application using the OAS and/or the Fund's acceptance of the application does not imply that the Fund recognizes or accepts the Entity for accreditation or that the Fund has validated the authenticity or accuracy of the information provided in such application. Nothing in the OAS or any information contained



therein shall be construed, implicitly or explicitly, as containing any recommendations for accreditation or funding.

5. Disclaimers, Releases, and Limitations on Liability

- 5.1 THE FUND PROVIDES THE INFORMATION ON THE OAS "AS IS" AND "AS AVAILABLE". THE FUND EXPRESSLY DISCLAIMS TO THE FULL EXTENT PERMITTED BY LAW ALL WARRANTIES OF ANY KIND RELATED TO THE OAS AND THE INFORMATION CONTAINED THEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE ENTITY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ITS USE OF THE OAS OR THE INFORMATION CONTAINED THEREIN. THE FUND MAKES NO WARRANTY THAT (1) THE OAS OR THE INFORMATION WILL MEET THE ENTITY'S REQUIREMENTS; (2) THE OAS OR INFORMATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (3) THE RESULTS OF THE OAS OR INFORMATION WILL BE ACCURATE OR RELIABLE; (4) THE QUALITY OF ANY PRODUCTS, SERVICES, OR MATERIAL OBTAINED BY THE ENTITY THROUGH THE OAS WILL MEET THE ENTITY'S EXPECTATIONS; OR (5) THE OAS, ITS SERVERS, OR THE INFORMATION, OR COMMUNICATIONS SENT FROM THE FUND WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO INFORMATION OBTAINED BY THE ENTITY FROM THE FUND OR THROUGH THE OAS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.
- 5.2 The Fund reserves the right, at its sole discretion for any reason or no reason at any time and from time to time and with or without notice to the Entity, to modify or discontinue, temporarily or permanently, the OAS (or any part thereof), to change the accreditation fee policy or fee structure, or to terminate the Entity's username and account and/or its access to the OAS (or any part thereof). Under no circumstances shall the Fund be liable for any loss, damage, liability, or expense incurred or suffered which is claimed to result from the Entity's use of the OAS, including without limitation, any fault, error, omission, interruption, or delay with respect thereto.
- 5.3 Under no circumstances, including, but not limited to, negligence, shall the Fund be liable for any direct, indirect, incidental, special, exemplary, or consequential damages, even if the Fund has been advised of the possibility of such damages.
- 5.4 As a condition of use of the OAS, the Entity agrees to indemnify the Fund from and against any and all actions, claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of the Entity's use of the OAS, including without limitation any claims alleging facts that if true would constitute a breach by the Entity of these terms and conditions. The Entity shall cooperate as fully as reasonably required in the defense of any such claim. The Fund reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Entity, and the Entity shall not in any event settle any matter without the written consent of the Fund.



6. Immunities

6.1 The Entity explicitly acknowledges and accepts that the Fund has certain privileges, immunities and exemptions. Nothing herein shall be construed as an express or implied waiver, renunciation or other modification of any immunities, privileges or exemptions of the Fund accorded under its Governing Instrument, the Agreement between the Republic of Korea and the Green Climate Fund concerning the Headquarters of the Green Climate Fund, or any other international convention, agreement or applicable law, which are specifically reserved.

7. Miscellaneous

7.1 These terms and conditions may be amended by Fund from time to time at its sole discretion. Upon amendment, the Fund will place a notice on its website. It shall be the responsibility of the Entity to periodically review the controlling version of these terms and conditions. By continuing to use the OAS subsequent to the Fund making available an amended version of these terms and conditions, the Entity thereby acknowledge, agree, and consent to such amendment.

7.2 The failure of the Fund to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. No waiver by the Fund of any provision of these terms and conditions shall be binding except as set forth in writing and signed by its duly authorized representative.

7.3 No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these terms and conditions. The Entity agrees not to make any public statements that assert or imply any relationship with the Fund, unless the Entity has the Fund's prior written approval.

7.4 If any provision of these terms and conditions is found by a court of competent jurisdiction to be invalid, the court should nevertheless endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms and conditions remain in full force and effect.

7.5 The Fund reserves all rights not expressly granted under these terms and conditions, and no other rights are granted by implication or estoppel or otherwise.

7.6 The headings in these terms and conditions are for convenience only and have no legal or contractual effect.