



# **Hydropower Sustainability Assessment Protocol**

Terms and Conditions for Use  
January 2014

## **Whereas,**

- a) The Protocol is to be freely available as a tool to inform dialogue and policy; and
- b) The Protocol is available to all parties without charge from [www.hydrosustainability.org](http://www.hydrosustainability.org); and
- c) Use of the Protocol is to be governed to promote its widespread use, protect its integrity, ensure appropriate qualification of trainers and assessors and provide quality control; and
- d) The Council, through its Governance Committee retains the right to oversee the appropriateness of any use of the Protocol.

## **The Terms and Conditions for such use are set out below:**

### **1 Definitions**

- 1.1. Protocol shall mean the Hydropower Sustainability Assessment Protocol.
- 1.2. Accredited Assessors are assessors accredited in terms of the rules and processes set out by the Council, and who have executed and are in compliance with the appropriate license agreement in this regard.
- 1.3. Assessment shall mean any of the following four stand-alone Assessment Tools applied at particular stages of the project life cycle: Early Stage, Preparation, Implementation, and Operation.
- 1.4. Council shall mean the Hydropower Sustainability Assessment Council as defined by its Charter.
- 1.5. ME shall mean the Management Entity as defined in the Charter.
- 1.6. IHA shall mean the International Hydropower Association.
- 1.7. Project sponsor shall mean that organisation with primary ownership or responsibility for a project at its particular lifecycle stage.
- 1.8. Client shall mean the organisation commissioning the assessment, which may be the Project Sponsor.
- 1.9. Report shall mean a report based on the template generated by the ME and required for use in all Official assessments.
- 1.10. Public disclosure is any disclosure by the Client outside the Client's organisation.
- 1.11. Commercial Purposes are any uses where revenue or income is generated, or where it is intended that revenue or income is generated, using the Protocol, and includes assessments, training related to the Protocol and consultancy using the Protocol

### **2 Intellectual property**

- 2.2. The Protocol, with its previous drafts, is protected by IHA through international intellectual property law, including copyright.
- 2.3. IHA vests in the Council the right to act on its behalf in regulating the use of the Protocol, and protecting the intellectual property in and to the Protocol.
- 2.4. Any use of the Protocol that does not comply with the contents of this document shall be regarded as unauthorised use of the Protocol, in breach of these intellectual property rights.

### **3 Types of Use**

- 3.1. The Protocol Assessment Tools are used as a structured sustainability assessment framework from which to produce a sustainability profile for a project. The sustainability profile is not to be understood as a sustainability standard.
- 3.2. The Protocol and its support materials will be used for a variety of purposes, including assessments, training, consultancy and capacity building.
- 3.3. Any use of the Protocol will be regarded as either for Commercial Purposes or non-commercial use (as provided for in paragraph 4).
- 3.4. Any assessments using the Protocol will be either Official or Unofficial (definitions are set out in paragraphs 6 and 7).
- 3.5. The Council retains the right to satisfy itself that the report constitutes an appropriate application of the Protocol.

### **4 Commercial and Non-Commercial Use**

- 4.1. No one except Accredited Assessors is entitled to use the Protocol for Commercial Purposes.
- 4.2. This paragraph is intended to ensure that no parties except Accredited Assessors generate revenue using the Protocol, for two reasons:
  - 4.2.1. Accredited Assessors have been trained in the correct and appropriate use of the Protocol, and provide assurance that where third parties are providing services to others in respect of the Protocol, quality control is ensured; and
  - 4.2.2. Accredited Assessors have entered into an appropriate License Agreement in respect of the Protocol that governs how they use it, and revenue streams derived from its use.
- 4.3. Any use contrary to this paragraph will be regarded as Unauthorised use as per paragraph 2

### **5 Claims**

- 5.1. No Claims in respect of Protocol use may be made unless such use is Official, and the publication requirements in terms of paragraph 9 have been met.
- 5.2. A Claim in respect of the Protocol is:
  - 5.2.1. Any public disclosure of, the results of an Official Assessment, including either specific scores or general representations about how well a project performed under an assessment; or
  - 5.2.2. Use of any templates provided for Official assessments, including any proprietary logos and diagrams.
- 5.3. No Protocol assessment reports (Unofficial or Official) may make statements regarding the certification of the project in question as 'certified sustainable' or similar claims regarding a 'pass' or 'fail' of a sustainability standard.

### **6 Official use of the Protocol**

- 6.1. To be regarded as an Official Protocol assessment, assessments must fulfill all of the following criteria:
  - 6.1.1. Use an accredited assessor (see paragraph 8); and
  - 6.1.2. Involve the principal organisation(s) responsible for the project, demonstrated by written support from the Project Sponsor. This document is to be included in any draft reports and the final report; and

6.1.3. Comply with any other guidelines for Official assessment as published from time to time by the Council.

## **7 Unofficial use of the Protocol**

- 7.1. Any Protocol assessments which do not meet all the criteria outlined in paragraph 6 constitute Unofficial Protocol use.
- 7.2. The Protocol will be available for Unofficial use to all parties from [www.hydrosustainability.org](http://www.hydrosustainability.org).
- 7.3. Such Unofficial use may include:
  - 7.3.1. Informing dialogue;
  - 7.3.2. Guiding business systems and processes; or
  - 7.3.3. In-house assessments.
- 7.4. Results of any such use may be made publicly available provided:
  - 7.4.1. The entity conducting the assessment has taken reasonable steps to obtain the permission of the Project Sponsor to conduct the assessment, and where this consent is forthcoming, taken all reasonable steps to accommodate the terms of such permission; and
  - 7.4.2. The content of the Protocol has been applied in both form and substance; and
  - 7.4.3. The following disclaimer appears in a clearly visible and prominent position on the cover of the published document and added to any sustainability profile diagrams used:

*‘Disclaimer: This assessment is an Unofficial assessment as it does not comply with the necessary terms required of an Official assessment. The results of this assessment do not necessarily reflect the quality required of an Official assessment and may not be an accurate reflection of the sustainability of the assessed project’; and*
  - 7.4.4. In cases where the assessment is done without the collaboration of the Project Sponsor, the following must be included under the disclaimer referred to in 6.4.3:

*‘Furthermore, this assessment does not have the benefit of evidence that would have been supplied by the Project Sponsor to complete the assessment’; and*
  - 7.4.5. Any document published in terms of paragraph 7.4 must carry the words ‘Unofficial assessment’ at the head of each page in a clearly visible format; and
  - 7.4.6. The identity of the person conducting the assessment, and where appropriate, the organisation he or she represents, is disclosed on the assessment document.

## **8 Accreditation of assessors**

- 8.1. Accreditation comprises:
  - 8.1.1. Completion of an programme of training which has been authorised by the Council; and
  - 8.1.2. The issuance of a licence which provides formal accreditation to assessors. This licence represents an agreement entered into between the accredited assessor and the Council regarding the terms and conditions of their accreditation, and will reflect the code of conduct to be adopted by assessors; and
  - 8.1.3. Complying with, and remaining in compliance with, all the terms of that license, including in relation to payment of fees and obligations relating to continuous professional training.

- 8.2. Only individuals may be accredited. Accreditation cannot pass between different members of the same organisation.
- 8.3. Only those parties who have successfully passed the accreditation training and whose license remains valid are accredited to conduct Official assessments or to use the Protocol for Commercial Purposes.

## 9 Publication

- 9.1. Before any Claims can be made, or within 14 calendar days of any Claims having been made, in respect of the Protocol as provided for in clause 5, the Report must be published on both the Project Sponsor's website and on [www.hydrosustainability.org](http://www.hydrosustainability.org).
- 9.2. Publication of the Report will start a 60 calendar day period of comment on the report. Comments must be delivered electronically to the ME, the accredited assessor and the project sponsor. At the close of this period, a 30 calendar day period of Report revision by the accredited assessor in conjunction with the project sponsor is available. The accredited assessor is not obliged to respond to comments. In the event that the accredited assessor chooses to amend the Report in response to comments, the amended Report is published within 30 days on both the Project Sponsor's website and on a website designated by the ME. The final Report must include an annex outlining the changes made/not made in response to comments received.
- 9.3. All comments received will be published at the same time, and along with any response from the accredited assessors, at the close of the 30 day comment period provided for in paragraph 9.2 above.
- 9.4. The publication of a Protocol assessment which does not meet the requirements of an Official assessment, yet in intent and design implies that it is an Official assessment, constitutes unauthorised use of the Protocol and will be considered in breach of these Terms and Conditions.

## 10 Partial re-assessment

- 10.1. One of the stated aims of the Protocol is continuous improvement.
- 10.2. Assessments may identify specific issues or topics that if addressed can lead to immediate improvements on projects, and it is recognised that such improvements should be capable of being included in the assessment results,
- 10.3. Official assessments may thus be partially re-assessed in specific circumstances, where:
  - 10.3.1. The issue or topic is capable of being remedied within the period allowed;
  - 10.3.2. The issue or topic must have a clearly identified resolution;
  - 10.3.3. The issue or topic must not have significant linkages with other topics;
  - 10.3.4. The partial re-assessment must be undertaken by the assessor who originally assessed the topic in question, or the Lead Assessor on the assessment, and the results of the re-assessment must be signed off by the Lead Assessor on the original assessment.
- 10.4. and further provided that such re-assessments follow the procedures and rules set out in the '*Process for immediate remedial action of specific assessment topics*', found here: <http://www.hydrosustainability.org/IHAHydro4Life/media/PDFs/Remedial-action-July-2014.pdf>
- 10.5. Any such re-assessment will be subject to the same comment provisions provided for the original assessment, as set out in paragraph 9 above.

## **11 Revisions to the Terms and Conditions**

- 11.1. Any revisions to these Terms and Conditions are subject to the approval of the Governance Committee of the Council.
- 11.2. These Terms and Conditions shall be reviewed within one year, and then periodically reviewed at intervals no greater than 5 years.
- 11.3. In the event that any language in the Background document of the Protocol contradicts these Terms and Conditions, these Terms and Conditions will take precedence.

## **12 Breach**

- 12.1. Any use in contravention of these Terms and Conditions constitute unauthorised use of the Protocol in violation of the intellectual property rights in and to the tool.