

**CHARTER FOR THE CARBON SEQUESTRATION
LEADERSHIP FORUM (CSLF):
A CARBON CAPTURE AND STORAGE TECHNOLOGY INITIATIVE**

The undersigned national governmental entities (collectively the “Members”) set forth the following Terms of Reference for the Carbon Sequestration Leadership Forum (CSLF), a framework for international cooperation in research and development for the separation, capture, transportation and storage of carbon dioxide. The CSLF will seek to realize the promise of carbon capture and storage over the coming decades, making it commercially competitive and environmentally safe.

1. Purpose of the CSLF

To facilitate the development of improved cost-effective technologies for the separation and capture of carbon dioxide for its transport and long-term safe storage; to make these technologies broadly available internationally; and to identify and address wider issues relating to carbon capture and storage. This could include promoting the appropriate technical, political, and regulatory environments for the development of such technology.

2. Function of the CSLF

The CSLF will seek to:

- 2.1 Identify key obstacles to achieving improved technological capacity
- 2.2 Identify potential areas of multilateral collaborations on carbon separation, capture, transport and storage technologies
- 2.3 Foster collaborative research, development, and demonstration (RD&D) projects reflecting Members’ priorities
- 2.4 Identify potential issues relating to the treatment of intellectual property
- 2.5 Establish guidelines for the collaborations and reporting of their results
- 2.6 Assess regularly the progress of collaborative R&D projects and make recommendations on the direction of such projects
- 2.7 Establish and regularly assess an inventory of the potential areas of needed research
- 2.8 Organize collaboration with all sectors of the international research community, including industry, academia, government and non-government organizations; the CSLF is also intended to complement ongoing international cooperation in this area

- 2.9 Develop strategies to address issues of public perception
- 2.10 Conduct such other activities to advance achievement of the CSLF's purpose as the Members may determine

3. Organization of the CSLF

- 3.1 A Policy Group and a Technical Group will be formed. Unless otherwise determined by consensus of the Members, each Member will make up to two appointments to the Policy Group and up to two appointments to the Technical Group. Other individuals may attend the Policy Group and Technical Group meetings as deemed necessary by the appointed representatives.
- 3.2 The Policy Group will govern the overall framework and policies of the CSLF, periodically review the program of collaborative projects, and provide direction to the Secretariat. The Group should meet at least once a year, at times and places to be determined by its appointed representatives. All decisions of the Group will be made by consensus of the Members.
- 3.3 The Technical Group will report to the Policy Group. The Technical Group will meet as often as necessary to review the progress of collaborative projects, identify promising directions for the research, and make recommendations to the Policy Group on needed actions.
- 3.4 The CSLF will meet at such times and places as determined by the Policy Group.
- 3.5 The principal coordinator of the CSLF's communications and activities will be the CSLF Secretariat. The Secretariat will: (1) organize the meetings of the CSLF and its sub-groups, (2) arrange special activities such as teleconferences and workshops, (3) receive and forward new membership requests to the Policy Group, (4) coordinate communications with regard to CSLF activities and their status, (5) act as a clearing house of information for the CSLF, (6) maintain procedures for key functions that are approved by the Policy Group, and (7) perform such other tasks as the Policy Group directs. The focus of the Secretariat will be administrative. The Secretariat will not act on matters of substance except as specifically instructed by the Policy Group.
- 3.6 The Secretariat may, as required, use the services of personnel employed by the Members and made available to the Secretariat. Unless otherwise agreed, such personnel will be remunerated by their respective employers and will remain subject to their employers' conditions of employment.
- 3.7 The U.S. Department of Energy will act as the CSLF Secretariat unless otherwise decided by consensus of the Members.

- 3.8 Each Member will individually determine the nature of its participation in the CSLF activities.

4. Membership

- 4.1 This Charter, which is administrative in nature, does not create any legally binding obligations between or among its Members. Each Member will conduct the activities contemplated by this Charter in accordance with the laws under which it operates and the international instruments to which it is a party.
- 4.2 The CSLF is open to other national governmental entities and its membership will be decided by the Policy Group.
- 4.3 Technical and other experts from within and without CSLF Member organizations may participate in R&D projects conducted under the auspices of the CSLF. These projects may be initiated either by the Policy Group or the Technical Group.

5. Funding

Unless otherwise determined by the Members, any costs arising from the activities contemplated by this Charter will be borne by the Member that incurs them. Each Member's participation in CSLF activities is subject to the availability of funds, personnel and other resources.

6. Open Research and Intellectual Property

- 6.1 To the extent practicable, the R&D fostered by the CSLF should be open and non-proprietary.
- 6.2 The protection and allocation of intellectual property, and the treatment of proprietary information, generated in R&D collaborations under CSLF auspices will be defined by implementing arrangements.

7. Commencement, Extension, Modification, Withdrawal, and Termination

- 7.1 Commencement and Modification
 - 7.1.1 This Charter will commence on June 25, 2003 and will continue for 10 years unless extended or terminated.
 - 7.1.2 This Charter may be modified in writing at any time by unanimous consent of all Members.

7.2 Extension, Withdrawal and Termination

- 7.2.1 By written arrangement, the Members may extend this Charter for additional periods.
- 7.2.2 A Member may withdraw from membership in the CSLF by giving written notice to the other Members 90 days prior to its anticipated withdrawal. The Members may, by unanimous consent, terminate this Charter by written arrangement at any time.