



INTERNATIONAL ENERGY AGENCY

**IMPLEMENTING AGREEMENT
FOR A PROGRAMME ON RESEARCH
AND DEMONSTRATION
ON ADVANCED MOTOR FUELS
(AMF IA)
(as amended on 4 December 2008)**

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CURRENT ANNEXES

(as of 4 December 2008)

(Texts not attached)

Annex	Title	Run time	Operating Agent	Participating Countries
Annex XXVIII	Information Service & AMF Website (AMFI)	2004 - - - -	TEC (FIN)	14
Annex XXVIII Sub-task No 1	Outlook on Standardization	2007 – 2008	Atrax (S)	14
Annex XXXIII	Particle Emissions of 2-S Scooters	2004 – 2008	AFHB (CH)	6 + EU
Annex XXXIV Sub-task No 1	Analysis of Biodiesel Options	2007 – 2008	FEEC (USA)	5
Annex XXXV Sub-task No 1	Ethanol as a Fuel for Road Transportation	2007 – 2008	DTU (DK)	14
Annex XXXVI	Measurement Technologies for Ethanol (METEV)	2008-2009	SRA (S)	4
Annex XXXVII	Fuel and Technology Alternatives for Buses	2008 – 201?	VTT (FIN)	in formation

COMPLETED ANNEXES

(as of 4 December 2008)

Table A: Annex I – XV

(Texts not attached)

The following 15 annexes were completed during the period 1984-2000.

Annex	Title	Run time	Operating Agent	Participating Countries
Annex I	Alcohols and Alcohol Blends as Motor Fuels	1984 – 1986	SDAB (S)	5
Annex II	Technology Information Exchange on Alt Motor Fuels	1984 – 1992	SDAB (S)	7
Annex III	Alcohol Diesel Field Trials	1987 – 1992	Sypher (CDN)	6
Annex IV	Production of Alcohols and other Oxygenates	1987 – 1994	Energy, Mines and Resources (CDN)	5
Annex V	Performance Evaluation of Alt Fuel/Engine Concepts	1990 – 1995	VTT (FIN)	9
Annex VI	State-of-the-art Report on Natural Gas as a Motor Fuel	1990 – 1992	Sypher (CDN) SDAB (S)	6
Annex VII	Environmental Impacts of Alternative and Conventional Fuels	1992 – 1997	ORNL (USA) Phase 1: SDAB (S) Phase 2: Innas (NL)	8
Annex VIII	Heavy-Duty Vehicles on Alternative Fuels	1994 – 1998	VITO (B)	8
Annex IX	Automotive Fuel Information Service (AFIS)	1995 – 1999	Innas (NL) Atrax (S)	7
Annex X	Characterisation of New Fuel Qualities	1995 – 1997	VTT (FIN)	7
Annex XI	Forecasting and Planning Tools for Alternative Fuels	1995 – 1996	Sypher (USA)	3
Annex XII	Particulate Emissions from Alternative-Fuelled Vehicles	1996 – 1997	ETSU (UK)	6
Annex XIII	Emission Performance of Selected Biodiesel Fuels	1997 – 1999	VTT (FIN) ORNL (USA)	7
Annex XIV	Feasibility of DME as a Fuel in Diesel Engines	1997 – 2000	TNO (NL)	7 +4 sponsors *)
Annex XV	Implementation Barriers of Alternative Fuels	1998 – 1999	Innas (NL)	5

*) Sponsors: AVL from Austria and IFP, PSA, and Renault from France

COMPLETED ANNEXES

(as of 4 December 2008)

Table B: Annexes XVI - XXXI

The following 14 annexes were completed during the period 1997-2007.

(Annex XXIII and Annex XXXII have never been carried through)

Annex	Title	Run time	Operating Agent	Participating Countries
Annex XVI	Biodegradable Lubricants	1998 – 2004	DTU (DK)	6
Annex XVII	New Technologies for Heavy-Duty Vehicles	1998 – 2000	VITO (B)	7
Annex XVIII	Future Greener Diesel Fuels	1997 – 2002	Battelle (USA)	7
Annex XIX	New Fuels for New Engines	2000 – 2001	Innas (NL)	5
Annex XX	DME as Automotive Fuel II	2000 – 2002	TNO (NL)	7
Annex XXI	Deployment Strategies	2000 – 2003	Innas (NL)	4 from AMF 7 from HEV
Annex XXII	Low Temperature Particles	2000 – 2003	VTT (FIN)	6 +2 sponsors *)
Annex XXIV	Information Exchange IEA AMF/AFIS	2000 – 2004	Innas (NL)	10
Annex XXV	Non-Road Engines	2000 – 2003	VTT (FIN)	4 **)
Annex XXVI	Oxygenates in Diesel	2002 – 2005	Befri (S) TEC (FIN)	4
Annex XXVII	Standardization of Alternate Fuels	2000 – 2004	Atrax (S)	4-6
Annex XXIX	Heavy-Duty Urban Vehicles	2004 – 2007	VTT (FIN)	4
Annex XXX	Animal Fat in Biodiesel	2004 – 2006	ATFCan (CDN)	4
Annex XXXI	Fischer-Tropsch Fuels	2004 – 2007	Atrax (S)	3

*) Industrial partners: Ford Motor Co and Honda R&D Europe

**) Industrial partners: Fortum Oil and Gas Oy (fuels), Ecocat (former Kemira Metalkat Oy) (catalysts), and Sisu Diesel Oy (CI engines)

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The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments of International Energy Agency ("Agency") countries, governments of other countries invited by the Governing Board of the Agency to be Contracting Parties, international organizations or parties designated by their respective governments, wish to take part in the establishment and operation of a Programme on Research and Demonstration of Advanced Motor Fuels (the "Programme") as provided in this Agreement;

CONSIDERING that Contracting Parties which are governments of Agency Countries and the governments of Agency countries which have designated Contracting Parties (referred to collectively as the "Governments") have agreed in Article 41 of the Agreement on an International Energy Program (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including energy research and development;

CONSIDERING that in a meeting of the Governing Board of the Agency on 21st October 1980, the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of energy research and development;

HAVE AGREED as follows:

Article 1

DEFINITIONS

- 1.1 *Agency or IEA* will mean the International Energy Agency.
- 1.2 *Annex* will mean an addendum to this Agreement and an integral part thereof, which sets forth the manner, including the financial undertakings, and other means of support, by which the activities of the Annex, known as Tasks, are implemented by the Contracting Parties in accordance with the Annual Programme of Work.
- 1.3 *Annex Participant* will mean a Participant that participates in an Annex.
- 1.4 *Annual Programme of Work* will mean the activities of the Agreement's Programme of Work during the period from 1 January to 31 December each year, as adopted by the Executive Committee, or the activities of an Annex.
- 1.5 *Budget* will mean the financial budget of this Agreement or of a given Annex.
- 1.6 *CERT* will mean the Committee on Energy Research and Technology of the IEA.
- 1.7 *Common Fund* will mean any fund established by the Executive Committee or by an Annex into which the financial contributions of the Participants or the Annex Participants are placed.
- 1.8 *Contracting Party* will mean a Contracting Party, as described in the IEA Framework, which has signed or acceded to this Agreement and has not withdrawn from this Agreement.
- 1.9 *End of Term Report* will mean a report detailing the Agreement's past achievements and future plans that is prepared for the relevant IEA Working Party's endorsement and CERT approval at the end of the initial term and each subsequent term of this Agreement.
- 1.10 *Executive Committee* will mean the committee established pursuant to Article 4 herein.
- 1.11 *Governing Board* will mean the Governing Board of the IEA.
- 1.12 *IEA Framework* will mean the IEA Framework for International Energy Technology Co-operation adopted by the Governing Board on 3 April 2003. The IEA Framework is attached as Exhibit A to this Agreement and is an integral part thereof.
- 1.13 *I.E.P. Agreement* will mean the Agreement on an International Energy Program dated 18 November 1974, as amended from time to time.
- 1.14 *IEA Member countries* will mean the member countries of the IEA.
- 1.15 *IEA Secretariat* will mean the Secretariat of the IEA.
- 1.16 *International Organisation* will mean an intergovernmental organisation established by treaty whose members are comprised of sovereign states and/or other intergovernmental organisations.
- 1.17 *OECD* will mean the Organisation for Economic Co-operation and Development.
- 1.18 *Operating Agent* will mean the person or legal entity designated by the Participants in an Annex to manage a particular Annex under this Agreement.
- 1.19 *Participant* will mean a signatory to this Agreement, whether a Contracting Party or a Sponsor.

- 1.20 *Programme of Work* will mean the overall plan of activities determined by the Executive Committee to be implemented under this Agreement.
- 1.21 *Sponsor* will mean any Sponsor, as described in the IEA Framework, which has signed or acceded to this Agreement and has not withdrawn from the Agreement.
- 1.22 *Task* will mean a particular collaborative R&D activity undertaken in an Annex in which some, but not necessarily all, Participants may choose to participate. The Task, and the means of participation in the Task, is described in an Annex to the Agreement.

Article 2

OBJECTIVES

- (a) *Scope of Activity.* The Programme to be carried out by the Participants within the framework of this Agreement shall consist of co-operative research, demonstrations and exchanges of information regarding advanced motor fuels.
- (b) *Method of Implementation.* The Contracting Parties will implement the Programme by undertaking one or more Tasks (under Annexes to this Agreement) each of which will be open to participation by two or more Contracting Parties as provided in Article 3 hereof.
- (c) *Task Co-ordination and Co-operation.* The Participants will co-operate in co-ordinating the work of the various Tasks and will endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Annex Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Participants in the field of advanced motor fuels.

Article 3

ANNEXES

- (a) *Identification.* The Tasks undertaken by Participants are identified in the Annex or Annexes to this Agreement. At the time of signing or acceding to this Agreement, each Contracting Party will confirm its intention to participate in one or more Tasks by giving the Executive Director of the Agency a Notice of Participation in the relevant Annex or Annexes. Thereafter, each Task will be carried out in accordance with the procedures set forth in this Agreement, unless otherwise specifically provided in the applicable Annex.
- (b) *Initiation of Annexes.* Annexes, and the Tasks thereunder, may be initiated by two or more Contracting Parties as follows:

- (1) The Contracting Parties will submit to the Executive Committee a draft Annex;
- (2) The Executive Committee, acting by majority, will adopt such Annexes pursuant to Article 3(e) below;
- (3) The participation in any Annex by a Participant will become effective upon receipt by the Executive Director of the IEA of written Notice of Participation in that Annex by the Participant;
- (4) In carrying out the Tasks of the various Annexes, the Annex Participants and Operating Agents will co-ordinate their activities to avoid duplication of Tasks.

A given Annex will come into force as determined by the Executive Committee, acting by majority.

(c) *Application of Annexes.* Each Annex will be binding only upon the Annex Participants therein and upon the Operating Agent for that Annex, and will not affect the rights or obligations of other Participants.

Article 4

THE EXECUTIVE COMMITTEE

(a) *Supervisory Control.* Control of the Programme will be vested in the Executive Committee constituted under this Article.

(b) *Membership.* The Executive Committee will consist of one member designated by each Contracting Party; each Contracting Party will also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

(c) *Responsibilities.* The Executive Committee will:

- (1) Adopt for each year, acting by unanimity, the Programme of Work, and Budget if foreseen, for each Annex, together with an indicative Programme of Work and Budget for the following two years; the Executive Committee may, as required, make adjustments within the framework of the indicative Programme of Work and Budget;
- (2) Make such rules and regulations as may be required for the sound management of the Tasks, including financial rules as provided in Article 8 hereof;

- (3) Carry out all other functions conferred upon it by this Agreement and the Annex or Annexes hereto; and
- (4) Consider any matters submitted to it by any of the Operating Agents or by any Contracting Party.

(d) *Procedures.* The Executive Committee will carry out its responsibilities in accordance with the following procedures:

- (1) The Executive Committee will each year elect a Chair and one or more Vice-Chairmen;
- (2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of each Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;
- (3) The Executive Committee will meet in regular session at such times as may be determined by the Executive Committee; a special meeting will be convened upon the request of any Contracting Party which can demonstrate the need therefore;
- (4) Meetings of the Executive Committee will be held at such time and in such place as may be designated by the Committee;
- (5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting will be given to each Contracting Party and to other persons or entities entitled to attend the meeting. Notice need not be given to any person or entity if they have waived the desire to be notified before the meeting;
- (6) The quorum for the transaction of business in meetings of the Executive Committee will be one half of the Contracting Parties plus one (less any resulting fraction);
- (7) The Executive Committee will ensure that minutes of each meeting are distributed promptly after the meeting to each person or entity entitled to attend the meeting.

(e) *Voting.*

- (1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Annex that the Executive Committee has previously

approved, the Executive Committee will act:

- (i) When unanimity is required under this Agreement: by agreement of those members or alternate members which were designated by the Annex Participants and which are present and voting;
 - (ii) When no express voting provision is made in this Agreement: by majority vote of those members or alternate members which were designated by the Annex Participants and which are present and voting.
 - (2) In all other cases in which this Agreement expressly requires the Executive Committee to act by unanimity, this will require the agreement of each member or alternate member present and voting, and in respect of all other decisions and recommendations for which no express voting provision is made in this Agreement, the Executive Committee will act by a majority vote of the members or alternate members present and voting. If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties together may cast only one vote under this paragraph.
 - (3) The decisions and recommendations referred to in sub-paragraphs (1) and (2) above may, upon the reasonable request of any Executive Committee representative, be made by written procedure by mail, e-mail, fax or other means of electronic transmission without the necessity for calling a meeting. In that case, the Executive Committee Chair will ensure that all Executive Committee representatives (1) receive the necessary documentation in relation to each decision or recommendation and (2) be given twenty-one (21) days to vote from the date of delivery of the written procedure documentation, or any other period as may be determined by the Executive Committee, acting by unanimity. The Executive Committee Chair will ensure that all representatives are informed of each decision or recommendation made pursuant to this sub-paragraph. Such decision will be recorded in the minutes of the next Executive Committee meeting. To the extent that a written procedure is undertaken by e-mail and the written procedure includes language such that a lack of response by a given member will be deemed an affirmative vote, the Chair will also send such written procedure by fax to each member.
- (f) *Reports.* The Executive Committee will, by the end of February each year, provide the Agency with 30 copies of the Annual Report.

Article 5

THE SECRETARY

(a) *Designation; Scope of Authority.* The Executive Committee, acting by unanimity, may designate a secretary (the "Secretary") to:

- (1) make and distribute agendas, minutes and other documents of Executive Committee meetings;
- (2) upon the request of the Executive Committee and the Chair, prepare written procedures in accordance with article 4(e)(3) above;
- (3) assist the Executive Committee and its Chair in carrying out their responsibilities under Articles 4(d)(7), 4(e)(3) and 8 of this Agreement.
- (4) assist the Executive Committee in the overall co-ordination of the work in the different Annexes; and
- (5) undertake such other activities as may be required by the Executive Committee to assist it in carrying out its responsibilities under this Agreement.

The Secretary will carry out its functions under the supervision of the Executive Committee. Representatives of the Secretary may attend the Executive Committee and its subsidiary bodies in an advisory capacity with no voting rights.

(b) *Financing of the Secretary.* A Common Fund will be established by the Executive Committee in accordance with Article 8(b) for, amongst other matters, the purpose of funding the obligations of the Secretary under this Agreement. The budget of the Secretary for carrying out its obligations pursuant to this Article will be decided at yearly intervals by the Executive Committee, acting by unanimity. The Secretary will be funded by the Contracting Parties in equal shares, unless the Executive Committee, acting by unanimity, decides otherwise. If the number of Contracting Parties changes during the course of a given year, the Executive Committee, acting by unanimity, will decide whether to adjust the Programme of Work to take account of such change.

(c) *Replacement.* Should the Executive Committee wish to replace the Secretary with another entity, the Executive Committee, acting by unanimity, may take such action.

(d) *Resignation.* The Secretary will have the right to resign at any time by giving six months written notice to that effect to the Executive Committee.

(e) *Information and Report.* The Secretary will furnish the Executive Committee with such information concerning its work as the Executive Committee may request.

(f) *Accounting.* A Secretary who is replaced or resigns will provide the Executive Committee with an accounting of any monies and other assets which it may have collected or acquired for this Agreement in the course of carrying out its responsibilities as Secretary.

(g) *Transfer of Rights.* In the event that another Secretary is appointed by the Executive Committee, the Secretary will transfer to such replacement Secretary any property rights which it may hold or will have made provision for others to hold under its responsibility for

the benefit of the Participants.

Article 6

THE OPERATING AGENTS

(a) *Designation.* Participants will designate in the relevant Annex an Operating Agent for each Annex. References in this Agreement to the Operating Agent will apply to each Operating Agent in respect of the Annex for which it is responsible.

(b) *Acceptance of Functions:* Each Operating Agent will accept its specific functions and responsibilities under the relevant Annex by providing a Notice of Acceptance to the Executive Committee and to the Executive Director of the IEA.

(c) *Scope of Authority to Act on Behalf of Participants.* Subject to the provisions of the applicable Annex:

- (1) All legal acts required to carry out each Task will be performed on behalf of the Annex Participants by the Operating Agent;
- (2) The Operating Agent will hold, for the benefit of the Annex Participants, the legal title to all property rights, which may accrue to or be acquired for the Annex.

The Operating Agent will operate the Annex under its supervision and responsibility, subject to this Agreement, in accordance with the laws of the country of the Operating Agent.

(d) *Reimbursement of Costs.* The Executive Committee may provide that expenses and costs incurred by an Operating Agent in acting as such pursuant to this Agreement will be reimbursed to the Operating Agent from funds made available by the Annex Participants pursuant to Article 8 hereof.

(e) *Replacement.* Should the Executive Committee wish to replace an Operating Agent with a governmental or other entity, the Executive Committee may, acting by unanimity and with the consent of such governmental or other entity, replace the Operating Agent. References in this Agreement to the "Operating Agent" will include any government or any other entity appointed to replace an Operating Agent under this paragraph.

(f) *Resignation:* An Operating Agent will have the right to resign at any time by giving

six (6) months written notice to that effect to the Executive Committee. Should a replacement be designated by the Annex Participants before the expiry of such period of notice, the current Operating Agent will cease its functions on the date indicated by the replacement Operating Agent in its Notice of Acceptance, or as may otherwise be determined by the Executive Committee in agreement with the replacement Operating Agent. Should a replacement not be appointed by the expiry of such period of notice, the current Operating Agent will continue to perform all its functions, with the same rights and obligations, for an additional maximum period of six (6) months.

(g) *Accounting.* An Operating Agent which is replaced or which resigns as Operating Agent will provide the Executive Committee with an accounting of any monies and other assets which it may have collected or acquired for the Task in the course of carrying out its responsibilities as Operating Agent.

(h) *Transfer of Rights.* In the event that another Operating Agent is appointed under paragraph (e) or (f) above, the Operating Agent will transfer to such replacement Operating Agent any and all monies, assets and property rights, which it may hold, or has made provision for others to hold under its responsibility, for the benefit of the Annex Participants.

(i) *Information and Report.* Each Operating Agent will furnish to the Executive Committee such information concerning the Annex as the Committee may request and will each year submit, not later than two months after the end of the financial year, a report on the status of the Annex.

Article 7

ADMINISTRATION AND STAFF

(a) *Administration of Annexes.* Each Operating Agent will be responsible to the Executive Committee for implementing its designated Annex in accordance with this Agreement, the applicable Annex, and the decisions of the Executive Committee.

(b) *Staff.* It will be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Annex in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Annex Participants (or organizations or other entities designated by Annex Participants) and made available to the Operating Agent by secondment or otherwise. Such personnel will be remunerated by their respective employers and will, except as otherwise provided in this Agreement, be subject to their employers' conditions of service. The Annex Participants will be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget

of the Annex, in accordance with Article 8(f) (6) hereof.

Article 8

FINANCE

(a) *Individual Financial Obligations.* Each Participant will bear the costs it incurs in carrying out this Agreement, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out under the respective Annexes.

(b) *Common Financial Obligations.* The Executive Committee may agree, acting by unanimity, to establish a Common Fund to share the cost of responsibilities and activities set forth under Articles 4 and 5 above. In addition, Participants wishing to share the costs of a particular Annex will agree in the appropriate Annex to establish a Common Fund. The apportionment of contributions to such costs (whether in the form of cash, services rendered, intellectual property or the supply of materials) and the use of such contributions will be governed by the regulations and decision made pursuant to this Article by the Executive Committee, acting by unanimity.

(c) *Financial Rules, Expenditure.* The Executive Committee, acting by unanimity, may make such regulations as are required for the sound financial management of this Agreement and each Annex including, where necessary:

- (1) Establishment of budgetary and procurement procedures to be used in making payments from any Common Fund which may be maintained by Participants or Annex Participants for the account of this Agreement or an Annex or in making contracts on behalf of the Participants or Annex Participants; and
- (2) Establishment of minimum levels of expenditure for which Executive Committee approval will be required, including expenditure involving payment of monies to an Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.

With respect to Annex expenditure, the Operating Agent will take into account the necessity of ensuring a fair distribution of such expenditure in the Annex Participants' countries,

where this is fully compatible with the most efficient technical and financial management of the Annex.

(d) *Crediting of Income to Budget.* Any income, which accrues from an Annex, will be credited to the Budget of that Annex.

(e) *Accounting.* The system of accounts employed by the Operating Agent will conform to accounting principles generally accepted in the country of the Operating Agent and will be consistently applied by the Operating Agent.

(f) *Programme of Work and Budget, Keeping of Accounts.* Should Participants or Annex Participants agree to maintain Common Funds for the payment of obligations under the Annual Programme of Work and Budget, the following provisions will be applicable unless the Executive Committee, acting by unanimity, decides otherwise:

- (1) The financial year of the Annex will correspond to the financial year of the Operating Agent;
- (2) The Operating Agent will each year prepare and submit to the Executive Committee for approval a draft Annual Programme of Work and Budget, together with an indicative programme of work and budget for the following two years, not later than three months before the beginning of each financial year;
- (3) The Operating Agent and the designated Participant in relation to a Common Fund of the Agreement will maintain complete and separate financial records which will clearly account for all funds and property coming into the custody or possession of the Operating Agent or the Participant in connection with the relevant Common Fund;
- (4) Not later than three months after the close of each financial year, the Operating Agent will submit to auditors selected by the Executive Committee for audit the annual accounts maintained for the Annex. A Participant designated by the Executive Committee will do the same for any Common Fund of the Agreement. Upon completion of the annual audit, the Operating Agent, or the Executive Committee's designee in the case of any Common Fund of the Agreement, will present the accounts together with the auditors' report to the Executive Committee for approval;

- (6) All books of account and records maintained by the Operating Agent for the Programme will be preserved for at least three years from the date of termination of the Annex;
- (7) If so provided in the relevant Annex, an Annex Participant supplying services, materials or intellectual property to a Task will be entitled to a credit, as determined by the Executive Committee, acting by unanimity, against its contribution (or to compensation, if the value of the Annex Participant's services, materials or intellectual property exceeds the amount of the Annex Participant's contribution). Any credits for services of staff will be calculated on an agreed scale approved by the Executive Committee, acting by unanimity, and include all payroll-related costs.

(g) *Contribution to Common Funds under the Agreement.* Should Participants agree to establish a Common Fund under the Annual Programme of Work and Budget for the Agreement, any financial contributions due from Participants will be paid by the Participants to the designated Participant in the currency of the country of the designated Participant at such times and upon such other conditions as the Executive Committee, acting by unanimity, will determine, provided, however, that:

- (1) Contributions received by the designated Participant will be used solely in accordance with the Programme of Work and Budget;
- (2) The designated Participant will be under no obligation to carry out any work until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received by the Secretary.

(h) *Contribution to Common Fund under an Annex.* Should Annex Participants agree to establish a Common Fund under the Annual Programme of Work and Budget for an Annex, any financial contributions due from Annex Participants will be paid to the Operating Agent in the currency of the country of the Operating Agent at such times and upon such other conditions as the Executive Committee, acting by unanimity, will determine, provided, however, that:

- (1) Contributions received by the Operating Agent will be used solely in accordance with the Programme of Work and Budget for the Annex;
- (2) The Operating Agent will be under no obligation to carry out any work on a given Task until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received by the Operating Agent.

(i) *Ancillary Services.* Ancillary services not already included in the Annex or the Annex's Programme of Work and Budget may, as agreed between the Executive Committee and the Operating Agent, be provided by the Operating Agent for the operation of an Annex,

including overheads connected therewith. Such services may be met from budgeted funds of that Task.

(j) *Taxes.* The Operating Agent will pay all taxes and similar impositions imposed by national or local governments and incurred by it in connection with an Annex, as expenditure incurred in the operation of that Annex under the Budget; the Operating Agent will, however, endeavour to obtain all possible exemptions from such taxes.

(k) *Audit of an Annex Common Fund.* Each Annex Participant will have the right, at its sole cost, to audit the accounts of any work in an Annex for which a Common Fund is maintained on the following terms:

- (1) The Operating Agent will provide the other Annex Participants with an opportunity to participate in such audits on a cost-shared basis;
- (2) Accounts and records relating to activities of the Operating Agent other than those conducted for the Annex will be excluded from such audit, but if the Annex Participant concerned requires verification of charges to the Budget for services rendered to the Annex by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Operating Agent;
- (4) Not more than one such audit will be required in any financial year;
- (5) Any such audit will be carried out by not more than three representatives of the Participants.

Article 9

INFORMATION AND INTELLECTUAL PROPERTY

(a) *Application to Agreement and Annexes.* It is expected that each Annex will contain information and intellectual property provisions. Pursuant to *The General Guidelines Concerning Information and Intellectual Property*, adopted by the Governing Board of the Agency on 21st November, 1975, will be taken into account by the Executive Committee to the extent they remain applicable.

(b) *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from this Programme will be determined by the Executive Committee, acting by unanimity, and in conformity with this

Agreement and the laws of the countries of the Participants and Operating Agents.

(c) *Right to Publish.* Excluding Proprietary Information, the Participants will have the right to publish all information provided to or arising from this Programme, subject only to copyright restrictions.

(d) *Proprietary Information.* The Participants and the Operating Agent will take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect Proprietary Information provided to or arising from each Annex. For the purposes of this Agreement and any and all Annexes, "Proprietary Information" will mean information of a confidential nature such as trade secrets and know-how (including, but not limited to, computer programmes, design procedures and techniques, chemical composition of materials, manufacturing methods, processes, or techniques), which is appropriately marked, provided such information:

- (1) is not generally known or publicly available from other sources;
- (2) has not previously been made available by the owner to others without obligation concerning its confidentiality; and
- (3) is not already in the possession of the recipient Participant without obligation concerning its confidentiality.

It will be the responsibility of each Participant supplying Proprietary Information, and of an Operating Agent for Proprietary Information created under an Annex, to identify the information as such and to ensure that it is appropriately marked.

(e) *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Member countries of the Agency to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Annex.

(f) *Production of Available Information by Participants.* Each Annex Participant agrees to provide to the Operating Agent all previously existing information, and information created independently of the Annex, which is needed by the Operating Agent to carry out its functions in the Annex and which is freely at the disposal of the Annex Participant and the transmission of which is not subject to any contractual and/or legal limitations:

- (1) if no substantial cost is incurred by the Annex Participant in making such information available, at no charge to the Annex therefore; or
- (2) if substantial costs must be incurred by the Annex Participant to make such information available, at such charges to the Annex as will be agreed between the Operating Agent and the Annex Participant with the prior approval of the Executive Committee.

(g) *Use of Proprietary Information.* If an Annex Participant has access to Proprietary Information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent but will not become part of reports or their documentation, nor be communicated to the other Annex Participants except as may be agreed between the Operating Agent and the Annex Participant which supplies such information.

(h) *Acquisition of Information for the Annex.* Each Annex Participant will inform the Operating Agent of the existence of information that can be of value to the Annex, but which is not freely available, and the Annex Participant will endeavor to make the information available to the Annex under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.

(i) *Reports on Work Performed under the Annex.* Each Annex Participant and Operating Agent will provide reports to the Executive Committee on all work performed under the Annex and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding Proprietary Information.

(j) *Copyright.* The Operating Agent may take appropriate measures necessary to protect material subject to copyright that is generated under each Annex. Copyright obtained will be held for the benefit of the Annex Participants by the Operating Agent, in accordance with Article 6(c)(2) of the Agreement, provided, however, that Annex Participants may reproduce and distribute such material, but will not publish it with a view to profit, except as otherwise permitted by the Executive Committee.

(k) *Authors.* Without prejudice to any rights of authors under its national laws, each Annex Participant will take necessary steps to promote the co-operation of authors as may be required to carry out the provisions of this Article. Each Annex Participant will be responsible for the payment of any awards or compensation that may be required to be paid to authors according to any of its national laws.

Article 10

LEGAL RESPONSIBILITY AND INSURANCE

(a) *Liability of Operating Agent.* The Operating Agent will use all reasonable skill and care in carrying out its duties under the relevant Annex in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property, and all expenses associated with claims, actions and other costs arising from work undertaken with a Common Fund for an Annex will be charged to the budget of that Annex; such costs and expenses arising from other work undertaken for an Annex will be charged to the Budget of that Annex if the Annex so provides or the Executive Committee, acting by unanimity, so decides.

(b) *Insurance.* The Operating Agent will propose to the Executive Committee all necessary liability, fire and other insurance, and will carry such insurance as the Executive

Committee may direct. The cost of obtaining and maintaining insurance will be charged to the Budget of the Annex.

(c) *Indemnification of Annex Participants.* The Operating Agent will be liable, in its capacity as such, to indemnify Annex Participants against the cost of any damage to property and all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

- (1) result from the failure of the Operating Agent to maintain such insurance as it may be required to maintain under paragraph (b) above; or
- (2) result from the gross negligence or willful misconduct of any officers or employees of the Operating Agent in carrying out their duties under this Agreement.

Article 11

LEGISLATIVE PROVISIONS

(a) *Accomplishment of Formalities.* Each Participant will request the appropriate authorities of its country (or its Member States in the case of an international organization) to use their best endeavours, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which will be required to conduct the Task or Tasks in which it is engaged.

(b) *Appropriation of Funds and Applicable Laws.* In carrying out this Agreement and any Annexes, the Participants will be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to any constitution, laws and regulations applicable to the respective Participants.

(c) *Applicable Rules* The IEA Framework for International Energy Technology Co-operation, adopted by the IEA Governing Board on 3 April 2003, applies to, and is an integral part of, this Agreement solely for the duration of this Agreement. A copy of the Framework is attached as Exhibit A to this Agreement.

(d) *Settlement of Disputes.* Any dispute among the Participants concerning the interpretation or the application of this Agreement, which is not settled by negotiation, or other agreed mode of settlement within thirty (30) days from the notice of one Participant to the other Participants, will be referred to a sole arbitrator to be chosen by the Participants in

dispute. Should the Participants fail to agree upon the choice of the arbitrator, within thirty (30) days of notice of arbitration, the President of the Permanent Court of Arbitration in The Hague will, at the request of any Participant, exercise that responsibility. The arbitrator will decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and his decision on a question of fact will be final and binding. An Operating Agent, which is not a Participant, will be regarded as a Participant for the purpose of this Paragraph, where the Operating Agent is a party to the dispute.

Article 12

ADMISSION, PARTICIPATION AND WITHDRAWAL OF PARTICIPANTS

(a) Admission of New Contracting Parties:

- (1) Upon the invitation of the Executive Committee, acting by unanimous vote, admission to this Agreement will be open to Contracting Parties, as set forth in the IEA Framework; and
- (2) The Executive Committee will establish the terms and conditions for the admission, participation and withdrawal of the Contracting Parties in this Agreement, including their rights and obligations, provided that no Contracting Party be accorded any rights greater than those permitted to the various Contracting Parties as set forth in the IEA Framework.

(b) Admission of Sponsors:

- (1) Upon the invitation of the Executive Committee, acting by unanimous vote, participation in this Agreement will be open to Sponsors, as set forth in the IEA Framework; and
- (2) Participation of Sponsors requires prior approval by the CERT. The terms and conditions, including rights and obligations, of a given Sponsor's participation in this Agreement will be established by the Executive Committee, provided that no Sponsor be accorded greater rights than those permitted to Sponsors in the IEA Framework.

c) Replacement of Contracting Parties: Upon the request of a government, a Participant designated by that government may be replaced by another party, provided that the Executive Committee agrees by unanimous vote. In the event of such

replacement, the replacement party will assume the rights and obligations of a Participant as provided in Paragraph 12(a) above and in accordance with the procedure provided herein.

(d) *Withdrawal:* Any Participant may withdraw from this Agreement (a) by giving twelve (12) months prior written notice in the form of a Notice of Withdrawal to the Executive Director of the IEA, such notice to be given not less than one year after the date hereof or (b) at any time prior to such twelve (12) months prior notice, with the unanimous approval of all other members of the Executive Committee. The withdrawal of any Participant under this Paragraph will not affect the rights and obligations of the other Participants except that, where the other Participants have contributed to one or more Common Funds, their proportionate shares in the budget will be adjusted to take account of such withdrawal.

The Participant that has given Notice of Withdrawal, or that has requested the Executive Committee to approve its withdrawal at an earlier date, will maintain all its rights and obligations, including of financial nature, until the date of effect of the withdrawal.

(e) *Change of Status of Participant:* A Participant other than a government or an international organisation will immediately notify the Executive Committee and the IEA Secretariat of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee will determine whether any such change in status of a Participant significantly affects the interests of the other Participants and take the appropriate actions.

(f) *Failure to Fulfil Contractual Obligations:* Should any Participant fail to fulfil its obligations under this Agreement, the Executive Committee will give that Participant written notice, specifying the failure and invoking this Paragraph. If, sixty (60) days after receipt of such notice, the Participant remains in default of its obligations, the Executive Committee, upon unanimous vote (not including the Participant said to be in default), may deem the Participant to have withdrawn from this Agreement and will so notify the Participant in writing.

Article 13

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement may be extended for additional periods of up to five years, as may be determined by the Executive Committee upon unanimous vote

and upon approval by the CERT. Notwithstanding the provision set forth in this Paragraph, the Executive Committee may, upon unanimous vote, terminate this Agreement at any time.

(b) *Legal Relationship of Contracting Parties and Participants.* Nothing in this Agreement will be regarded as constituting a partnership between any of the Contracting Parties or Participants.

(c) *Termination.* Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, will arrange for the liquidation of the assets of the Annex or Annexes. Intellectual property held by an Operating Agent for the benefit of Annex Participants will for this purpose be regarded as assets of the respective Annex.

In the event of such liquidation, the Executive Committee will, so far as practicable, distribute the assets or proceeds of the Annex or the proceeds there from, if any, among the Annex Participants in proportion to the contributions which the Annex Participants have made from the beginning of the operation of the Annex, and for that purpose will take into account the contributions and any outstanding obligations of current or former Annex Participants.

Any unused monies in the Common Fund and/or outstanding expenditures, if any, will be allocated to the Participants in proportion to their respective contributions since the beginning of the current term.

(d) *Amendment.* This Agreement or any Annex may be amended at any time by the Executive Committee, acting by unanimity. Such amendments will come into force in a manner determined by the Executive Committee, acting under the voting rule applicable to the decision to adopt the amendment.

(e) *Deposit.* The original of this Agreement will be deposited with the Executive Director of the Agency and a certified copy thereof will be furnished to each Contracting Party and to the Operating Agents. A copy of this Agreement will be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 13th day of December, 1984.^{1,2}

¹ Originally signed as the IEA Implementing Agreement for a Programme of Research, Development and Demonstration on Alcohol and Alcohol Blends as Motor Fuels. On 23rd November, 1990, the name of this Agreement was changed to IEA Implementing Agreement for a Programme of Research, Development and Demonstration on Alternative Motor Fuels, and on 22nd October, 1998 to IEA Implementing Agreement for a Programme on Research and Demonstration of Advanced Motor Fuels.

² The present text has been updated to incorporate all amendments to 4 December 2008.

Amended on 18 May 2001, on 29 May 2008, and again on 4 December 2008.

CONTRACTING PARTIES

(as of 4 December 2008)

AUSTRIA

AUSTRIAN FEDERAL MINISTRY FOR TRANSPORT, INNOVATION AND TECHNOLOGY (BMVIT)

BELGIUM

THE GOVERNMENT OF BELGIUM³

CANADA

The Department of Energy, Mines and Resources (Canada),
succeeded by **THE DEPARTMENT OF NATURAL RESOURCES**

CHINA

CHINA AUTOMOTIVE TECHNOLOGY AND RESEARCH CENTER (CATARC)
(designated by the Government of China)

DENMARK

Haldor Topsoe, A/S
(designated by the Government of Denmark)
replaced by **THE TECHNICAL UNIVERSITY OF DENMARK (DTU)**

FINLAND

VTT, THE TECHNICAL RESEARCH CENTRE OF FINLAND
(designated by the Government of Finland)

FRANCE

L'AGENCE DE L'ENVIRONNEMENT ET DE LA MAÎTRISE DE L'ÉNERGIE (ADEME)
(designated by the Government of France)

ITALY

Ecofuel S.p.A.
(designated by the Government of Italy)
succeeded by EURON S.P.A.,
which later merged into AgipPetroli (CREA)
and changed its name to **CENTRO RICERCH E EURLN**

³ Although Belgium has not legally withdrawn, it has been inactive for several years.

JAPAN

Japan Automobile Transportation Technic Association (JATA)
(designated by the Government of Japan)
replaced by the Japan Physical Distribution Technology Center,
which subsequently changed its name to **THE ORGANIZATION FOR THE PROMOTION OF
LOW EMISSION VEHICLES (LEVO)**

JAPAN

New Energy Development Organization (NEDO)
(designated by the Government of Japan),
which subsequently changed its name to **THE NEW ENERGY AND INDUSTRIAL
TECHNOLOGY DEVELOPMENT ORGANIZATION (NEDO)**

SPAIN

THE INSTITUTO PARA LA DIVERSIFICACION Y AHORRO DE LA ENERGIA (IDAE)
(designated by the Government of Spain)

SWEDEN

National Swedish Board for Technical Development (STU)
(designated by the Government of Sweden),
which was replaced by the Swedish National Board for Industrial and Technical
Development (NUTEK),
then later by the Swedish National Energy Administration
which later changed its name to the **SWEDISH ENERGY AGENCY**

SWITZERLAND

THE SWISS FEDERAL OFFICE OF ENERGY (SFOE)

THAILAND

NATIONAL SCIENCE AND TECHNOLOGY DEVELOPMENT AGENCY (NSTDA)
(designated by the Government of Thailand)

UNITED KINGDOM

DEPARTMENT FOR TRANSPORT

for and on behalf of the Government of the United Kingdom of Great Britain and Northern
Ireland

UNITED STATES OF AMERICA

UNITED STATES DEPARTMENT OF ENERGY

for and on behalf of the Government of the United States of America

CONTRACTING PARTIES SINCE WITHDRAWN

JAPAN

Japan Automobile Research Institute (JARI)⁴
(designated by the Government of Japan)

THE NETHERLANDS

Netherlands Agency for Energy and the Environment (NOVEM)⁵
(designated by the Government of the Netherlands)

NEW ZEALAND

The Ministry of Energy
(for and on behalf of the Government of New Zealand)
subsequently absorbed by the Ministry of Commerce, Energy and Resources Division⁶

⁴ Withdrawal effective 12.11.99

⁵ Withdrawal effective 01.12.01

⁶ Withdrawal effective 01.09.95

Exhibit A

IEA FRAMEWORK **FOR INTERNATIONAL ENERGY TECHNOLOGY CO-OPERATION**

I. General Principles

Article 1

Mandate

- 1.1 In fulfilment of Chapter VII of the Agreement on an International Energy Program and in light of the Shared Goals of the IEA, the IEA operates Implementing Agreements to enable IEA Member countries to carry out programmes and projects on energy technology research, development and deployment.
- 1.2 An Implementing Agreement is a contractual relationship established by at least two IEA Member countries, and approved by the Governing Board, for the purpose set out in Article 1.1.
- 1.3 Participants in an Implementing Agreement shall contribute as fully as possible to the achievement of its objectives and shall endeavour to secure, through public and private support, the necessary scientific, technical and financial resources for the programmes and projects carried out under such an Implementing Agreement.
- 1.4 Each Implementing Agreement shall have an Executive Committee composed of representatives of all participants.

Article 2

Nature of Implementing Agreements

- 2.1 The activities of an Implementing Agreement may include, *inter alia*:
 - (a) co-ordination and planning of specific energy technology research, development and deployment studies, works or experiments carried out at a national or international level, with subsequent exchange, joint evaluation and pooling of the scientific and technical results acquired through such activities;
 - (b) participation in the operation of special research or pilot facilities and equipment provided by a participant, or the joint design, construction and operation of such facilities and equipment;

- (c) exchange of information on (i) national programmes and policies, (ii) scientific and technological developments and (iii) energy legislation, regulations and practices;
 - (d) exchanges of scientists, technicians or other experts;
 - (e) joint development of energy related technologies; and
 - (f) any other energy technology related activity.
- 2.2 Participation in an Implementing Agreement shall be based on equitable sharing of obligations, contributions, rights and benefits. Participants in an Implementing Agreement shall undertake to make constructive contributions, whether technical, financial or otherwise, as may be agreed by the Executive Committee.
- 2.3 Some or all of the participants in an Implementing Agreement may choose to execute specific projects and/or programmes through Annexes to the Implementing Agreement.

II. Rules Applicable to IEA Implementing Agreements

Article 3

Participation, Admission and Withdrawal

- 3.1 An Implementing Agreement can be established by two or more IEA Member countries subject to approval of the Committee on Energy Research and Technology (CERT) and of the Governing Board. There are two possible categories of participants in Implementing Agreements: Contracting Parties and Sponsors.
- 3.2 Contracting Parties may be
- (a) the governments of both OECD member or OECD non-member countries;
 - (b) the European Communities;
 - (c) international organisations in which the governments of OECD member countries and/or OECD non-member countries participate; and
 - (d) any national agency, public organisation, private corporation or other entity designated by the government of an OECD member country or an OECD non-member country, or by the European Communities.

- 3.2.1 Participation in any Implementing Agreement for OECD non-member countries or for international organisations requires prior approval by the CERT. However, should the CERT consider a first time application by an OECD non-member country or an international organisation to be sensitive, it may refer the decision to the Governing Board as it deems appropriate.
- 3.2.2 Prior to CERT approval of participation of OECD non-member countries or international organisations in any Implementing Agreement, the Executive Committee shall:
- (a) have voted in favour of the applicant to join the Implementing Agreement and provide evidence of the same to the CERT;
 - (b) provide the CERT with a copy of the terms and conditions of the applicant's participation in the Implementing Agreement; and
 - (c) provide the CERT with a letter from the applicant expressing the applicant's desire to join the Implementing Agreement and specifying which Annexes it wishes to join; its acceptance of the terms and conditions of the Implementing Agreement; the name of its designated entity if it is not the applicant itself; and the name of the entity that will sign the Implementing Agreement.
- 3.2.3 The terms and conditions for the admission, participation and withdrawal of Contracting Parties, including their rights and obligations, in Implementing Agreements and their Annexes, if any, shall be established by the Executive Committee of each Implementing Agreement.
- 3.2.4 Notwithstanding Article 3.2.3, no Contracting Party from an OECD non-member country or international organisation shall have greater rights or benefits than Contracting Parties from OECD member countries.
- 3.3 Sponsors may be
- (a) entities of OECD member countries or OECD non-member countries who are not designated by the governments of their respective countries to participate in a particular Implementing Agreement; and
 - (b) non-intergovernmental international entities in which one or more entities of OECD member countries or OECD non-member countries participate.
- 3.3.1 Participation of Sponsors in Implementing Agreements requires prior approval by the CERT.
- 3.3.2 Prior to CERT approval of Sponsor participation in any Implementing Agreement, the Executive Committee shall:

- (a) have voted in favour of the applicant to join the Implementing Agreement and provide evidence of the same to the CERT;
 - (b) provide the CERT with a copy of the terms and conditions of the applicant's participation in the Implementing Agreement; and
 - (c) provide the CERT with a letter from the applicant expressing the applicant's desire to join the Implementing Agreement and specifying which Annexes it wishes to join; its acceptance of the terms and conditions of the Implementing Agreement; and the name of the entity that will sign the Implementing Agreement.
- 3.3.3 The terms and conditions for the admission, participation and withdrawal of Sponsors, including rights and obligations, in Implementing Agreements and their Annexes, if any, shall be established by the Executive Committee of each Implementing Agreement.
- 3.3.4 Notwithstanding Article 3.3.3, no Sponsor shall have greater rights or benefits than Contracting Parties from OECD non-member countries and no Sponsor shall be designated Chair or Vice-chair of an Implementing Agreement.
- 3.4 The CERT shall have the right to not approve participation of a Sponsor if the terms and conditions of such participation do not comply with this Framework, any Decisions of the CERT or the Governing Board and the Shared Goals of the IEA.

Article 4

Specific Provisions

- 4.1 Unless the CERT otherwise agrees, based on exceptional circumstance and sufficient justification, Implementing Agreements shall be for an initial term of up to, but no more than, five years.
- 4.2 An Implementing Agreement may be extended for such additional periods as may be determined by its Executive Committee, subject to approval of the CERT. Any single extension period shall not be greater than five years unless the CERT otherwise decides, based on exceptional circumstances and sufficient justification.
- 4.3 Notwithstanding Paragraph 4.2, should the duration of the programme of work of an Annex exceed the term of the Implementing Agreement to which it relates, the CERT shall not unreasonably withhold approval to extend the Implementing Agreement for such additional period to permit the conclusion of the work then being conducted under the Annex.
- 4.4 Either the Contracting Parties or the Executive Committee of each Implementing Agreement shall:

- 4.4.1 approve the programme activities and the annual programme of work and budget for the relevant Implementing Agreement;
- 4.4.2 establish the terms of the contribution for scientific and technical information, know-how and studies, manpower, capital investment or other forms of financing to be provided by each participant in the Implementing Agreement;
- 4.4.3 establish the necessary provisions on information and intellectual property and ensure the protection of IEA copyrights, logos and other intellectual property rights as established by the IEA;
- 4.4.4 assign the responsibility for the operational management of the programme or project to an entity accountable to the Executive Committee of the relevant Implementing Agreement;
- 4.4.5 establish the initial term of the Implementing Agreement and its Annexes;
- 4.4.6 approve amendments to the text of the Implementing Agreement and Annexes; and
- 4.4.7 invite a representative of the IEA Secretariat to its Executive Committee meetings in an advisory capacity and, sufficiently in advance of the meeting, provide the IEA Secretariat with all documentation made available to the Executive Committee representatives for purposes of the meeting.

Article 5

Copyright

- 5.1 Notwithstanding the use of the IEA name in the title of Implementing Agreements, the Implementing Agreements, the Executive Committee or the entity responsible for the operational management of the programme or project may use the name, acronym and emblem of the IEA as notified to the World Intellectual Property Organisation (WIPO) only upon prior written authorisation of the IEA and solely for the purposes of executing the Implementing Agreements.

The IEA shall retain the copyright to all IEA deliverables and published or unpublished IEA material. Implementing Agreements wishing to use, copy or print such IEA deliverables and/or material shall submit a prior written request of authorisation to the IEA.

Article 6

Reports to the IEA

- 6. Each Executive Committee shall submit to the IEA:

- 6.1.1 as soon as such events occur, notifications of any admissions and withdrawals of Contracting Parties and Sponsors, any changes in the names or status of Contracting Parties or Sponsors, any changes in the representatives of the Executive Committee or of the entity responsible for the operational management of the programme or project, or any amendments to an Implementing Agreement and Annex thereto;
- 6.1.2 annual reports on the progress of programmes and projects of the Implementing Agreement and any Annex;
- 6.1.3 notwithstanding Article 6.1.1, in addition to and with the Annual Report, annually provide the IEA with the following information:
 - (a) the names and contact details of all current Contracting Parties and Sponsors;
 - (b) the names and contact details of all Contracting Parties and Sponsors who may have withdrawn from the Implementing Agreement or any Annex in the year covered by the Annual Report;
 - (c) the names and contact details of all new Contracting Parties and Sponsors who may have joined the Implementing Agreement or any Annex in the year covered by the Annual Report;
 - (d) any changes in the names or status of any Contracting Parties or Sponsors;
 - (e) the names and contact details of the Executive Committee representatives and the entity responsible for the operational management of the programme or project; and
 - (f) any amendments to the text of an Implementing Agreement and any Annex thereto.
- 6.1.4 End of Term Reports, which shall include all the information and documentation required by Decisions of the CERT then in effect and relating thereto; and
- 6.1.5 at the request of the IEA, any other non-proprietary information as may be requested by the IEA in connection with the IEA's mandate.

Article 7

Effective Date

This Framework shall take effect and become binding on all participants in the Implementing Agreements and Annexes from the date of its approval as a decision by the Governing Board.