

INTERNATIONAL ENERGY AGENCY

**IMPLEMENTING AGREEMENT
FOR THE ESTABLISHMENT OF THE
IEA ENERGY TECHNOLOGY DATA EXCHANGE**

(as amended with effect from 20 May 2010)

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INTERNATIONAL ENERGY AGENCY

**IMPLEMENTING AGREEMENT
FOR THE ESTABLISHMENT OF THE
IEA ENERGY TECHNOLOGY DATA EXCHANGE**

(as amended with effect from 4th July, 2007)

Preamble

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments of International Energy Agency (the “Agency”) countries or parties designated by governments of Agency countries pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development (“The Guiding Principles”) adopted by the Agency’s Governing Board, as amended, wish to take part in the establishment and operation of the IEA Energy Technology Data Exchange (the “exchange”);

CONSIDERING that the Contracting Parties, pursuant to article IV of the Guiding Principles, wish to hold open to all governments of the Organisation for Economic Co-operation and Development (the “OECD”) countries, the European Communities, and governments of non-OECD countries or international organizations in which such countries participate, or their designees, the opportunity to participate as Contracting Parties in the Exchange;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the “governments”) participate in the Agency and 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 10th April, 1986 the Governments approved the establishment of the Exchange as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Exchange as an important component of international co-operation in energy research and development and that Ministers at the Agency’s Governing Board meeting on 9th July, 1985 agreed to pursue new actions to facilitate international research and development collaboration inter alia in energy technology information systems;

HAVE AGREED as follows:

Article 1

OBJECTIVES AND SCOPE OF ACTIVITY

(a) *Objectives.* The objectives of the Exchange are to:

- (1) To compile and maintain a shared database on information related to energy research and technology.
- (2) To disseminate information related to energy research and technology.
- (3) To explore, and where appropriate develop, other ways of collecting and disseminating information related to energy research and technology.
- (4) To support the work of the International Energy Agency.

(b) *Scope of Activity.*

- (1) This Agreement shall operate as a multilateral information exchange programme among Participating Countries. The activities of the Exchange shall include the collection, processing, and dissemination of information on energy research and technology literature in the following areas:

- Fossil Fuels;
- Renewable Energy Sources;
- Nuclear Energy;
- Fusion Energy;
- Energy Storage and Conversion;
- End-Use Technology;
- Advanced Energy Systems;
- Energy Policy;

as well as such additional areas as may be agreed to by the Executive Committee, acting by unanimity, in order to obtain comprehensive coverage of the areas of common interest.

- (2) Such information shall include aspects of chemistry, engineering, environmental sciences, biomedical sciences, physics, mathematics, computer science, materials and instrumentation related to energy technology.
- (3) The term “literature” shall mean for the purposes of this Agreement:
 - (i) “conventional” literature, which is information commercially available;
 - (ii) “Non-conventional” literature, which is information such as research reports and conference papers, not available through normal commercial channels.

- (4) The term “Energy Research and Technology Information” shall include for the purposes of this Agreement both conventional and non-conventional literature.
- (5) The activities of the Exchange may include information on factual data such as research in progress, planned scientific meetings, etc., subject to the approval of the Executive Committee.

(c) *Co-ordination with IEA Information Centres; Other Information Systems.* The Agency having established a number of information centres which provide information and other services (and are hereinafter referred to as the “IEA Information Centres”), the Exchange shall, in carrying out its functions under this Agreement, co-ordinate its activities with those of the IEA Information Centres in order to avoid duplication and to enjoy mutual benefits from existing resources and expertise. The exchange of energy information under other international agreements (e.g., International Nuclear Information System [INIS] of the IAEA) shall not affect the Contracting Parties’ and the Operating Agent’s rights and obligations under this Agreement nor shall the exchange under this Agreement interfere with the information exchange under such other agreements.

Article 2

THE OPERATING AGENT

- (a) The Operating Agent for the Exchange, including the Common Database, shall be the United States Department of Energy, acting through the Office of Scientific and Technical Information.
- (b) The United States Department of Energy (DOE) owns an energy database which it has funded, operated and maintained during the period 1974-1986 (hereinafter referred to as the “Energy Database Vols. 74-86”). The Common Database to be developed under this Agreement (hereinafter referred to as the “Common Database”) shall include the Energy Database Vols. 74-86 to be contributed by the Operating Agent and all other information, including information which may be provided by the IEA Information Centres and other information systems, entered into the Common Database under this Agreement. Countries with whom the DOE has established bilateral exchange agreements also have participation rights in a portion of the Energy Database Vols. 74-86. These bilateral agreements shall not be affected by this Implementing Agreement.

Article 3

PROGRAMME OBLIGATIONS OF THE OPERATING AGENT AND THE CONTRACTING PARTIES

- (a) *Obligations of the Operating Agent.* The Operating Agent shall:
 - (1) Maintain and develop in association with the Contracting Parties the Common Database in accordance with this Agreement;
 - (2) Make available the Energy Database Vols. 74-86; to the Exchange as part of the Common Database to be developed under this Agreement;
 - (3) Allow the other Contracting Parties, their nationals designated by them, and the Agency, electronic access to the Common Database. Any Contracting Party obtaining such access to the Common Database shall bear the charges it incurs, if any, from the service vendors for the provision of such access;

- (4) Perform regular training sessions as proposed by the Operating Agent and the Contracting Party concerned, and as agreed to by the Executive Committee, acting by unanimity;
- (5) Provide to the Contracting Parties and the Agency, as requested by the Contracting Parties but no more than twice each month, an up-dated single copy of all Energy Research and Technology Information bibliographic entries to the Common Database, since the entry into force of this Agreement, in electronic form agreed by the Executive Committee, acting by unanimity;
- (6) Provide to each of the other Contracting Parties and the Agency, upon request and at a reasonable price: (a) copies of all or part of the non-conventional literature held in the Common Database; and (b) the Operating Agent's printed services such as the "Printed Product Current Awareness Materials";
- (7) Maintain and up-date all standards and manuals setting forth authority files, formats, definitions and procedures used in the preparation and processing of material for entry into the Common Database in accordance with the decisions of the Executive Committee, acting by unanimity;
- (8) Perform such additional Energy Research and Technology Information services and actions as may be necessary or appropriate to enable the Exchange to realize its objectives if so decided by the Executive Committee, acting by unanimity, with such amendment of Article 4 hereof as may be required;
- (9) In co-ordination with the other Contracting Parties, use its best efforts to avoid duplication with information activities of the IEA Information Centres and other information systems, in a manner which is consistent with the terms and conditions of this Agreement.

(b) *Obligations of the Contracting Parties.* Each Contracting Party shall:

- (1) Provide the Operating Agent, at least monthly, with the Energy Research and Technology Information as described below which is published or issued in its country and which has not been previously included in the Common Database. Contracting Parties need not provide any information already provided to the Operating Agent through the IEA Information Centres or other information systems. The information shall cover research summaries in English of all Energy Research and Technology Information in an international format with standardized cataloguing, index vocabulary, categorization, journal and report identification, and abstracts, which constitute a bibliographic record, all prepared in electronic form in accordance with established definitions, rules, procedures and guidelines which may be modified by the Executive Committee, acting by unanimity;
- (2) Provide the Operating Agent with a copy (if available) or an availability notice of all non-conventional energy research and technology literature published or issued in its country;
- (3) Provide the Operating Agent with funds in accordance with Article 8 hereof for the work it performs under sub-paragraph (a) above.

(c) *Implementation of Certain Obligations.* The Contracting Parties shall apply their best efforts to provide comprehensive coverage of the literature published or issued in their respective countries at all times including other information agreed by the Executive Committee.

Article 4

PRINCIPLES GOVERNING THE EXCHANGE OF INFORMATION

- (a) *Information.* The exchange of Energy Research and Technology Information under this Agreement shall be confined to publicly available, non-proprietary and unclassified information.
- (b) *Warranties.*
- (1) Each Contracting Party warrants to the Operating Agent that use of the information it provides under this Agreement does not violate proprietary rights or copyrights or violate the security classification rules of its country. However, the Contracting Parties do not warrant the accuracy of the information provided by them or its suitability for any particular use or application by the recipient.
 - (2) The Operating Agent, or any of its employees or agents, does not make any warranty, express or implied, of the accuracy of the information contained in the Common Database or any other information provided under this Agreement, its merchantability or its suitability for a particular purpose, or assume any liability or responsibility for any party's use of the information or the results of such use.
- (c) *Reproduction and Distribution.* Each Contracting Party shall have the exclusive right to reproduce and distribute within its country the Energy Research and Technology Information received under this Agreement in the form provided by the Operating Agent or any other form into which it might be transformed by the Contracting Party in accordance with its normal procedures and through its normal channels subject to the laws and regulations of the Contracting Parties. This right extends only to information gathered in the fiscal year during which the country signs the ETDE Implementing Agreement and beyond. The amount of information to which the country will be entitled in that first fiscal year of participation is equal to the percent of the membership contribution they pay.
- Any Contracting Party (Grantor) may, through written authorization, grant another Contracting Party (Grantee) the non-exclusive right to distribute within the Grantor's country the Energy Research and Technology Information in the form described in the written authorization. If no contrary provision is contained in the written authorization, the Grantee shall provide the Operating Agent with any net profit (revenue over and above the cost of providing the product) resulting from the distribution within the Grantor's country and such amounts shall be applied against the Grantor's contribution under Article 8(g) upon such conditions as the Executive Committee, acting by unanimity, shall determine. On a case by case basis, Contracting Parties may be granted permission to obtain information gathered under this Agreement prior to their signature thereof, under terms and conditions to be agreed upon by the Executive Committee.
- (d) *Survival of Rights and Obligations.* The rights and obligations set forth in paragraph (c) above shall survive the termination of this Agreement or the withdrawal or replacement of any Contracting Party or the resignation or replacement of the Operating Agent.
- (e) *Exchange of Information with Others.* The Executive Committee may, acting by unanimity, make arrangements in writing for the acquisition of Energy Research and Technology Information from sources other than the Contracting Parties, including the IEA Information Centres, in accordance with the terms and conditions of this Agreement. The Executive Committee, acting by unanimity, may make rules by which information held in the Common Database may be made available to other participating countries of the Agency and non-members of the Agency.

Article 5

THE EXECUTIVE COMMITTEE

(a) *Supervisory Control.* Control of the Exchange shall be vested in the Executive Committee constituted under this Article, and decisions made by the Executive Committee pursuant to this Article shall be binding on each Contracting Party and the Operating Agent to the extent that such decisions and their implementation are not inconsistent with the laws and regulations of the countries of the Contracting Parties and the Operating Agent.

(b) *Membership.* The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so. The Executive Committee shall inform the Contracting Parties in writing of all designations under this paragraph.

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

- (1) Adopt for each year, acting by unanimity, the Programme of Work and Budget for the Exchange, 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 Programme of Work and Budget;
- (2) Make such rules and regulations as may be required for the sound management of the Exchange, including rules on timeliness, coverage and quality of the Common Database as well as financial rules as provided in Article 8 hereof;
- (3) Carry out the other functions conferred upon it by this Agreement; and
- (4) Consider any matters submitted to it by the Operating Agent or by any Contracting Party.

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

- (1) The Executive Committee shall elect a Chair and one or more Vice Chairs for a period of three years;
- (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, a representative of the Operating Agent (in its capacity as such) and one representative of each of the IEA Information Centres may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;
- (3) The Executive Committee shall meet in regular session at least once a year; a special meeting shall be convened by the Chair upon the request of any Contracting Party which can demonstrate the need therefor;
- (4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Executive Committee;
- (5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall 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 otherwise entitled thereto if notice is waived before or after the meeting;

- (6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction).

(e) *Voting.*

- (1) In all cases in which this Agreement expressly requires the Executive Committee to act by unanimity, this shall 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 shall act by a majority vote of the members or alternate members present and voting.
- (2) The decisions and recommendations referred to in sub-paragraph (1) above may, upon request of one or more Executive Committee members, be made through written procedure (electronically or as a paper) without the necessity for calling a meeting. Such decisions and recommendations shall be taken by unanimity or majority of the Executive Committee members as in a meeting. The Chair of the Executive Committee shall ensure that all members are informed of each decision or recommendations made pursuant to this sub-paragraph.
- (3) 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.
- (4) The absence from a meeting (without giving a proxy), or the abstention from voting at an ExCo meeting shall be considered as a non-vote and shall not be taken into account in considering whether a vote has been unanimous or a majority has been obtained.

(f) *Reports.* The Executive Committee shall, by 31st January each year, produce a report containing technically substantive, non-proprietary information on the progress of the Exchange and its results, and provide the Agency with an electronic copy.

Article 6

ADDITIONAL RIGHTS AND OBLIGATIONS OF THE OPERATING AGENT

(a) *Scope of Authority to Act on Behalf of Contracting Parties.* In addition to its obligations set out in Article 3(a) hereof, the Operating Agent shall:

- (1) Perform all acts required to operate the Exchange on behalf of the Contracting Parties;
- (2) Hold for the benefit of the Contracting Parties any property rights which may accrue to or be acquired for the Exchange.

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

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

(c) *Replacement.* Should the Executive Committee wish to replace an Operating Agent with another government or entity, the Executive Committee may, acting by unanimity and with the consent of such government or entity, take such action. The initial Operating Agent may in this case, at its option, terminate availability of the Energy Database Vols. 74-86 provided to the Exchange pursuant to Article 3(a)(2) hereof. References in this Agreement to the Operating Agent shall include any government or entity appointed to replace the initial or any subsequent Operating Agent under this paragraph.

(d) *Resignation.* The Operating Agent shall use its best efforts to continue as Operating Agent until a Contracting Party or an entity designated by a Contracting Party is willing to assume the duties and obligations of the Operating Agent. Upon the effective date of such resignation, the initial Operating Agent may, at its option, terminate availability of the Energy Database Vols. 74-86 provided to the Exchange pursuant to Article 3(a)(2) hereof.

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

(f) *Transfer of Rights.* In the event that another Operating Agent is appointed (see paragraphs (c) and (d) above), the Operating Agent shall transfer to such replacement Operating Agent any property rights which it may hold on behalf of the Exchange or make such other disposition of those property rights as the Executive Committee may direct.

(g) *Information and Reports.* The Operating Agent shall furnish to the Executive Committee such information concerning the operation of the Exchange as the Executive Committee may request and shall each year submit, not later than two months after the end of the financial year, a report on the operations of the Exchange to the Executive Committee.

Article 7

ADMINISTRATION AND STAFF

(a) *Administration of the Exchange.* The Operating Agent shall be responsible to the Executive Committee for operating the Exchange in accordance with this Agreement, the annual Programme of Work and Budget, decisions of the Executive Committee, and the regulations of the establishment at which the work is carried out.

(b) *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to operate the Exchange in accordance with rules determined by the Executive Committee. Such staff shall be responsible to the Operating Agent. The Operating Agent may also arrange for the services of personnel employed by other Contracting Parties (or organizations or other entities designated by Contracting Parties) and made available by assignment to the Operating Agent in the form of secondment or otherwise. Such personnel shall be remunerated by their employers and shall, except as provided in this Article, be subject to their employers' conditions of service. The terms and conditions of such assignment shall be agreed upon in writing between the Operating Agent and the concerned Contracting Party.

Article 8

FINANCE

(a) *Common Fund.* A common fund shall be established and maintained by the Executive Committee for the Exchange, for the purpose of funding the obligations of the Operating Agent under Article 3(a)(1), (4), (5), (7), (8) and (9) hereof. The maximum level of expenditure which may be incurred by the operation of the Exchange for each fiscal year is set by the Executive Committee, acting by unanimity, at its last meeting prior to the beginning of the next fiscal year. The Operating Agent shall provide the Executive Committee at that meeting with projections for the next three years to assist the Executive Committee in setting the level of expenditure for the upcoming fiscal year and for longer term budgetary planning. The Operating Agent's projections shall be based on the then current exchange rates and price levels. The Operating Agent may provide projections which allow for variations of up to 5% in exchange rates and price levels, and with variations of more than 5% if so requested by the Executive Committee. The Executive Committee, acting by unanimity, may at any time adjust the maximum level of expenditure, or modify the Programme of Work, to take account of any change of circumstances which would significantly affect the real value of resources available to the Operating Agent to operate the Exchange.

(b) *Contributions.*

- (1) The contribution of each Contracting Party shall consist of an annual basic contribution and an annual additional contribution. Subject to paragraph 8(b)(3) and (4) below, the amount of the basic contribution shall be USD 15,000 and the amount of the additional contribution shall be based on the energy R&D budget of the Contracting Party at the time it joined the Exchange. Every three years, the Executive Committee shall review the Contracting Parties' contributions to the common fund, using as a baseline the contributions levels established at the time they joined the Exchange. The ceiling for any Contracting Party's annual contribution shall be 28 percent of the sum of member contributions for that year or as determined by the Executive Committee, acting by unanimity."
- (2) Notwithstanding paragraph 8(b)(1), the ExCo may, acting by unanimity, offer special financial conditions for developing countries or borderline developing countries who meet agreed-upon criteria. The ExCo has defined an eligible developing country as one that meets three basic conditions: must be a member of the International Atomic Energy Agency's International Nuclear Information System (INIS); must be ranked among the Low-Income or Lower-Middle-Income Economies according to the World Bank lists (unless waived by the ExCo for special circumstances); and, be approved by the ExCo in unanimity. A borderline developing country is defined as a country that has recently advanced into the next level up from the developing definition on the World Bank List or that exhibits other characteristics which the ExCo has determined would make the standard financial conditions outlined in paragraph 8(b)(1) not possible.
- (3) The Executive Committee shall ensure that the total amount of the Contracting Parties' contributions for the current fiscal year and any carry-over contributions from prior fiscal years is at least equal to the maximum level of expenditure referred to in paragraph 8(a) above.
- (4) In the case of a unanimous decision by the Executive Committee on a maximum level of expenditure as determined under paragraph 8(a) that exceeds the sum of the contributions determined under paragraph 8(b)(1) and any carry-over contributions from prior fiscal years the Executive Committee, acting by unanimity, shall either:

- (i) reduce the maximum level of expenditure; or
- (ii) adjust all or some of the Contracting Parties' contributions.

To the extent that any Contracting Parties' contributions are adjusted, and notwithstanding the contribution amounts outlined in paragraph 8(b)(1), the Executive Committee may adjust the annual basic or annual additional contributions or any payments-in-kind at any time and as it sees fits; provided, however, that no Contracting Party's contribution shall exceed the percentage share of the maximum expenditure level outlined in paragraph 8(b)(1).

- (5) For any periods beyond the current projected three year period, the Executive Committee, acting by unanimity, shall fix the amounts to be contributed by each Contracting Party for the operation of the Exchange in accordance with paragraphs 8(b)(1)-(4), factoring in any offset by payment-in-kind.

(c) *Financial Rules for Expenditures.* The Executive Committee, acting by unanimity, may make such regulations as are required for the sound financial management of the Exchange, including, where necessary:

- (1) Establishment of budgetary and administrative procedures to be used by the Operating Agent in making payments from the common fund of the Exchange or in making contracts on behalf of the Exchange; and
- (2) Establishment of minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.
- (3) Adoption of costs charged to the Agreement by the Operating Agent as set out in the itemised statement referred to in Article 8(f), sub-paragraph (4) below, or resulting from changes as referred to in Article 8(f), sub-paragraph (5) below.

(d) *Crediting of Income to Budget.* Income, if any, accruing from the operation of the Exchange shall be credited to the Budget of the Exchange.

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

(f) *Programme of Work and Budget, Keeping of Accounts.* Unless otherwise decided by the Executive Committee, acting by unanimity:

- (1) The financial year of the Exchange shall correspond to the financial year of the Operating Agent;
- (2) The Operating Agent shall each year prepare and submit to the Executive Committee for approval a draft programme of work and budget, together with a proposed 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 shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Exchange;

- (4) The Operating Agent shall provide to the Executive Committee at the beginning of each three-year contribution-setting cycle a clear itemised statement of all components of costs charged by the Operating Agent, including a detailed list of overhead charges.
- (5) The Operating Agent shall provide the Executive Committee with a twelve-month notice of any proposed change in costs resulting, in particular, from modifications to internal charging practices and other circumstances which may have an incidence on these costs.
- (6) Not later than three months after the close of each financial year, the Operating Agent shall submit to auditors selected by the Executive Committee for audit the annual accounts maintained for the Exchange in a form approved by the Executive Committee; upon completion of the annual audit, the Operating Agent shall present the accounts together with the auditors' report to the Executive Committee for approval;
- (7) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the Exchange;
- (8) Each Contracting Party supplying extraordinary information contributions exceeding 100 percent comprehensiveness of all Energy Research and Technology Information to be provided pursuant to this Agreement, or information on a disproportionately high number of publications published or issued within its country but derived from external sources, or special services, materials or intellectual property to the Exchange shall be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution (or to compensation, if the value of such services, materials or intellectual property exceeds the amount of the Party's contribution); such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and shall include all payroll-related costs.

(g) Contribution to Common Funds. Any financial contributions due from Contracting Parties to the Exchange shall 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, shall determine, provided, however, that:

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

(h) Projects. In addition to the work contained in the Programme of Work and Budget, two or more Contracting Parties may undertake, within the scope described in Article 1(b) above, projects (the "projects") according to the following procedures:

- (1) Whenever two or more Contracting Parties agree to undertake a Project, they shall submit a draft Annex for adoption to the Executive Committee. The draft Annex shall include a description of the scope of work, the timing, the projected funds, the participating Contracting Parties (the "participants"), the designation of a co-ordinator responsible to the Executive Committee for operating the Project, and other conditions of the Project. The adopted Annex shall become part of this Agreement.
- (2) Any Contracting Party not identified in an Annex may, with the agreement of the Participants in the Project, acting by unanimity, become a Participant in the Project. Such participation shall

become effective upon the Contracting Party's giving the Executive Director of the Agency a Notice of Participation in the appropriate Project Annex and the adoption of consequential amendments to the Project Annex by the Executive Committee.

- (3) Each Project Annex shall be binding only upon the Participants therein and shall not affect the rights or obligations of the other Contracting Parties.
- (4) Participants wishing to share the costs of a Project Annex shall agree in the appropriate Annex to do so. The apportionment of contributions to such costs (whether in the form of cash, services rendered, intellectual property, or supply of materials) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.
- (5) *Voting Rights.* Decisions concerning a Project shall be made by the unanimous agreement of the Participants in the Project Annex.

(i) *Taxes.* The Operating Agent shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with the Exchange, as expenditures incurred in the operation of the Exchange, under the Budget; the Operating Agent shall endeavour to obtain all possible exemptions from such taxes.

(j) *Costs Other than Common Costs.* Each Contracting Party shall bear all costs of its participation in the Exchange except for those costs attributed to the common fund.

(k) *Audit.* Each Contracting Party shall have the right, at its sole cost, to audit the accounts of the Exchange on the following terms:

- (1) The Contracting Party shall provide the other Contracting Parties with an opportunity to participate in such audits on a cost-shared basis;
- (2) The accounts and records in respect of the Operating Agent's activities other than those for the Exchange shall be excluded from such audit, but if the Contracting Party concerned requires verification of charges to the Budget representing services rendered to the Exchange by the Operating Agent, it may at its own cost request and obtain an audit certification in this respect from the auditors of the Operating Agent;
- (3) Not more than one such audit shall be required in any financial year;
- (4) Any such audit shall be carried out by not more than three representatives of the Contracting Party.

Article 9

LEGAL RESPONSIBILITY AND INSURANCE

(a) *Liability of Operating Agent.* The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement and shall be responsible for ensuring that the Exchange is conducted in accordance with the terms and conditions of this Agreement and all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property and all legal liabilities, claims, actions, costs, and expenses connected therewith, shall be charged to the Budget of the Exchange.

(b) *Insurance.* The Operating Agent shall propose to the Executive Committee any necessary liability, fire and other insurance, and shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Exchange.

(c) *Responsibility of Operating Agent.* The Operating Agent shall, in accordance with the laws of the country of the Operating Agent, be responsible in its capacity as such for 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;
- (2) Result from the gross negligence or wilful misconduct of any officers or employees of the Operating Agent in carrying out their duties under this Agreement.

Article 10

LEGISLATIVE PROVISIONS

(a) *Accomplishment of Formalities.* Each Contracting Party shall 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 shall be required to operate the Exchange.

(b) *Applicable Laws.* The participation of each Contracting Party shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitutions, laws and regulations applicable to the respective Contracting Party, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

(c) The IEA Framework for International Energy Technology Co-operation, adopted by the IEA Governing Board on 3 April 2003, shall be binding on all Contracting Parties and Sponsors (as defined in the Framework) which have signed or acceded to, and not withdrawn from, this Agreement. A copy of the Framework is attached as Exhibit A to this Implementing Agreement and shall be an integral part thereof. Should any provisions of this Agreement be in conflict with those of the Framework, the provisions of the Framework shall prevail.

(d) *Settlement of Disputes.* Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chair of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chair, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. In deciding any such dispute, the tribunal shall be bound by the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties. An Operating Agent which is not a Contracting Party shall be regarded as a Contracting Party for the purpose of this paragraph.

Article 11

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Contributions.* The Executive Committee may require, as a condition of admission to participation, that the new Contracting Party shall contribute (in the form of cash, services or materials) an appropriate proportion of the expenditure of the Exchange prior to the date of such participation.

(b) *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in the Framework (Exhibit A) and in accordance with the procedures provided therein.

(c) *Withdrawal of a Contracting Party.* Any Contracting Party may withdraw from this Agreement at any time with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to that effect to the Executive Director of the Agency, such notice to be given not less than one year after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties, except that the proportionate shares of the Budget of the Exchange shall be adjusted to take account of such withdrawal.

(d) *Withdrawal of Contracting Party Serving as Operating Agent.* A Contracting Party serving as Operating Agent which withdraws from this Agreement under paragraph (c) above shall cease to be the Operating Agent and shall account to the Executive Committee. The initial Operating Agent may, at its option, terminate availability of the Energy Database Vols. 74-86.

(e) *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such changes in status or ownership or bankruptcy or liquidation of a Contracting Party significantly affect the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

- (1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph (c) above on a date to be fixed by the Executive Committee; and
- (2) The Executive Committee shall invite the Government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement and assumes the rights and obligations of a Contracting Party.

(f) *Failure to Fulfill Contractual Obligations.* Any Contracting Party which fails to fulfill its obligations under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this paragraph may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

Article 12

FINAL PROVISIONS

- (a) *Term of Agreement.* This Agreement, originally in force until 25th January 1990, has been periodically extended and may be extended for such additional periods as may be determined by the Executive Committee, acting by unanimity, subject to approval of the CERT. The Executive Committee may, acting by unanimity, terminate this Agreement at any time.
- (b) *Legal Relationship of Contracting Parties.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties.
- (c) *Termination.* Upon termination of this Agreement, the Executive Committee, acting by unanimity, shall decide upon the distribution of the unexpended portion of the common fund which might be made to the present and former Contracting Parties. In the event of such distribution, the Executive Committee shall, so far as practicable, distribute the unexpended funds of the Exchange, or the proceeds therefrom, in proportion to the contributions which the Contracting Parties have made from the beginning of the operation of the Exchange, and for that purpose shall take into account the contributions and any outstanding obligations of present and former Contracting Parties. Disputes with a former Contracting Party about the proportion allocated to it under this paragraph shall be settled under Article 10(d) hereof, for which purpose a former Contracting Party shall be regarded as a Contracting Party.
- (d) *Amendment.* This Agreement may be amended in writing at any time by the Executive Committee, acting by unanimity.
- (e) *Deposit.* The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall 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 26th day of January, 1987. As amended with effect from 4 July 2007, upon approval of the ExCo at its meeting on 2-4 July 2007, in Lisbon, Portugal.

Previous amended versions:

9 September 1993

10 April 1997

17 June 1999

31 March 2001

1 June 2004

4 July 2007

20 May 2010

List of Contracting Parties

(as of 8 July 2010)

THE NATIONAL NUCLEAR ENERGY COMMISSION OF BRAZIL (CNEN)¹

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

The Ministry of Energy (Denmark)
replaced by the Ministry of Environment and Energy, Danish Energy Agency,
then by the Ministry of Economy and Business Affairs, Danish Energy Authority,
then by the **MINISTRY OF CLIMATE AND ENERGY, DANISH ENERGY AUTHORITY**

The Ministry of Trade and Industry (Finland)
replaced by the Technology Development Centre (TEKES)
which later changed its name to the National Technology
Agency of Finland, which later changed its name to
TEKES, FINNISH FUNDING AGENCY FOR TECHNOLOGY AND INNOVATION

Fachinformationszentrum Energie, Physik, Mathematik GmbH (Germany),
which subsequently changed its name to Fachinformationszentrum Karlsruhe Gesellschaft
für wissenschaftlich-technische Information GmbH,
which later changed to **FACHINFORMATIONSZENTRUM KARLSRUHE, GESELLSCHAFT FÜR
WISSENSCHAFTLICH-TECHNISCHE INFORMATION GMBH (FIZ KARLSRUHE)**

The Ministry of Trade, Industry and Energy (Korea)²
which later changed its name to **MINISTRY OF COMMERCE, INDUSTRY AND ENERGY (MOCIE)**

THE INSTITUTO DE INVESTIGACIONES ELÉCTRICAS (IIE) (Mexico)

The Stichting Energieonderzoek Centrum Nederland (ECN) (Netherlands),
replaced by SenterNovem,
which was renamed following a merger with EVD, The Netherlands Patent Office to **NL AGENCY**

The Royal Ministry of Petroleum and Energy (Norway)
which later changed its name to the Royal Norwegian Ministry of Industry and Energy,
then reverted back to the Royal Norwegian Ministry of Petroleum and Energy,
which was then replaced by **ENOVA SF**

Instituto Nacional de Engenharia, Tecnologia e Inovação (INETI) (Portugal),
Which changed its name to **LABORATORIO NACIONAL DE ENERGIA E GEOLOGIA (LNEG)³**

SOUTH AFRICAN NATIONAL ENERGY RESEARCH INSTITUTE (SANERI)

THE CENTRO DE INVESTIGACION ENERGETICA MEDIOAMBIENTAL Y TECNOLOGICA (CIEMAT) (Spain)

¹ Signed as Associate; now full CP status.

² Signed as Associate; now full CP status.

³ Portugal announced its withdrawal by letter dated 9 June 2010.

The National Energy Administration (Sweden)
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**

THE SWISS FEDERAL OFFICE OF ENERGY

The United States Department of Energy ,
replaced by The Government of the United States of America;
then again by the **UNITED STATES DEPARTMENT OF ENERGY**

Contracting Parties since Withdrawn

The Energy Research and Development Corporation (Australia)⁴

The Vlaams Instituut voor Technologisch Onderzoek (V.I.T.O.) (Belgium)⁵

The Commissariat à l'Energie Atomique (France)⁶

The Ente per le Nuove Tecnologie, l'Energia e l'Ambiente (ENEA) (Italy)⁷

The Japan Atomic Energy Research Institute (JAERI)⁸

The New Energy Development Organization (NEDO) (Japan)
(subsequently changed its name to the New Energy
and Industrial Technology Development Organization (NEDO))⁶

The Energy Information Centre (Poland)⁹

The Secretary of State for Energy (United Kingdom)
(succeeded by the Secretary of State for Trade and Industry,
which changed its name to the Department for Business, Enterprise and Regulatory Reform)¹⁰

⁴ Withdrawal effective 30 September 1998.

⁵ Title amended to Vlaams Instelling voor Technologisch Onderzoek (V.I.T.O.), withdrew 24 September 2003.

⁶ Withdrawal effective 1 March 2007.

⁷ Withdrawal effective 24 September 2004

⁸ Withdrawal effective 30 September 2003 (negative replies to renewed participation)

⁹ Withdrawal effective 17 June 1999 (signed as Associate, then full CP status).

¹⁰ Withdrawal effective 30 September 2009.

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.

3.3.5 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 Secretariat with all documentation made available to the Executive Committee members 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.

- 5.2 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

- 6.1 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 Members 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 members 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.