

INTERNATIONAL ENERGY AGENCY

**IMPLEMENTING AGREEMENT
FOR SOLAR POWER AND CHEMICAL ENERGY
SYSTEMS (SolarPACES)
(as amended on 13 April 2010)**

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**IMPLEMENTING AGREEMENT
FOR THE ESTABLISHMENT OF A PROJECT
ON SOLAR POWER AND CHEMICAL ENERGY
SYSTEMS (SolarPACES)
(as amended on 13 April 2010)**

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT FOR SOLAR POWER AND CHEMICAL ENERGY SYSTEMS (SolarPACES) (as amended on 13 April 2010)

The Contracting Parties

CONSIDERING that the International Energy Agency (the “Agency”) seeks to create conditions in which energy sectors can make the fullest possible contribution to sustainable economic development and the well-being of people and of the environment;

CONSIDERING that the Agency recognizes that international co-operation in the development and dissemination of new and improved energy technologies, including solar energy technologies, contributes to the Agency’s objectives;

CONSIDERING that the Contracting Parties, being governments (and other entities designated by their respective governments) of Agency and non-Agency countries, wish to take part in an international project on solar power and chemical energy systems under the auspices of the Agency, as provided for in the Agreement (the “Project”);

CONSIDERING that the Project was initiated in 1977 under the name “International Energy Agency Project on Small Solar Power Systems” and, on 28th June, 1977, approved by the Governing Board of the Agency recognizing the establishment of the Project as an important component of international co-operation in the field of solar energy research and development;

CONSIDERING that the results of prior stages of the Project include the design, construction, testing and operating of two solar thermal power plants at the Plataforma Solar de Almeria (PSA) in the Province of Almeria, Spain, as well as the development and testing of improved solar thermal energy systems at the PSA and other facilities;

CONSIDERING that, in April, 1991, the Executive Committee of the Project, taking into account the achievement of the Project’s original objectives and the development of new objectives, decided to change the name of the Project to “International Energy Agency Project on Solar Power and Chemical Energy Systems (SolarPACES)”;

CONSIDERING that the Contracting Parties believe in the need to pool resources and to expand awareness of the potential of solar thermal technologies, and, consequently, wish to hold open to other entities, particularly of countries which do not yet participate in the Project, the opportunity to participate in the Project;

HAVE AGREED as follows:

Article 1

DEFINITIONS

1. Agency or IEA shall mean the International Energy Agency.
2. Annex shall mean an addendum, if any, 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 are implemented by the Contracting Parties.
3. Annual Programme of Work shall mean the activities of the Programme of Work during the period from 1 January to 31 December each year, as adopted by the Executive Committee.
4. Annual Report shall mean a report covering the activities of the Annual Programme of Work.
5. Beneficiaries shall have the meaning given in Article 8(d).
6. CERT shall mean the Committee on Energy Research and Technology of the IEA.
7. Common Fund shall mean any fund established by the Executive Committee or by an Annex into which the financial contributions of the Participants are placed.
8. Contracting Party shall 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.
9. Custodian shall mean, in the case of the Executive Committee, the Secretary, and in the case of a Task, the Operating Agent of that Task, in accordance with Article 7 herein.
10. End of Term Report shall mean a report prepared for the IEA Working Party's endorsement and CERT approval at the end of the initial term and each subsequent term of this Agreement, and which covers the Agreement's past achievements and future plans.
11. Executive Committee shall mean the committee established pursuant to Article 7 herein.
12. Governing Board shall mean the Governing Board of the IEA.
13. IEA Framework shall 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 of this Agreement from [date of adoption of the amendment].
14. IEA Member countries shall mean the member countries of the IEA.
15. International Organisation shall mean an intergovernmental organisation established by treaty whose members are comprised of sovereign states and/or other intergovernmental organisations.
16. OECD shall mean the Organisation for Economic Co-operation and Development.
17. Operating Agent shall mean the person or legal entity appointed by the Executive Committee to manage an Annex under this Agreement.
18. Participant shall mean a signatory to this Agreement, whether a Contracting Party or a Sponsor.
19. Programme of Work shall mean an overall plan of activities determined by the Executive Committee to be implemented under this Agreement and for each Task.
20. Project shall mean the international project on solar power and chemical energy systems under the auspices of the Agency, as provided for in the Agreement.
21. Secretary shall mean the person or legal entity appointed by the Executive Committee to manage the Programme of Work under this Agreement, in accordance with Article 5.
22. Sector shall have the meaning given to it in Article 2(c) herein.
23. Sponsor shall mean any Sponsor, as described in the IEA Framework, which has signed

- or acceded to this Agreement and has not withdrawn from the Agreement.
24. Task shall mean a particular collaborative R&D activity within the IA's Programme of Work in which some, but not all, Participants may choose to participate. The Task, and the means of participation in the Task, is described in an Annex to the Implementing Agreement.
25. Task Participant shall mean a Participant in a Task.

Article 2

OBJECTIVES

(a) *Scope of Activity.* The Project to be carried out by the Participants within the framework of this Agreement shall consist of co-operative research, development, demonstrations and exchanges of information and technical personnel, regarding solar power and chemical energy systems which may be carried out on the facilities of Participants and at such other locations as may be designated by the Executive Committee.

(b) *Objectives.* The objectives of the Project are to:

- (i) support solar thermal technology development by leveraging national resources for research and development through international collaboration;
- (ii) support market development to reduce financial, political, market and institutional hurdles to commercialization of solar thermal technology; and
- (iii) expand awareness of the potential of solar thermal technologies – including long term fuel supply and the potential for solar chemistry – to address the energy and environment problems that the world faces.

(c) *Implementation of the Project.* The Participants shall implement the Project by undertaking one or more tasks (the "Task" or "Tasks") described in Annexes to this Implementing Agreement. Each Annex will be open to participation by Participants as provided in Article 3 hereof. Each Task may be structured into sectors (the "Sector" or "Sectors") in which all Task Participants participate. Each Sector may be structured into activities (the "Task Activity" or "Task Activities") open to participation by two or more Task Participants. The Task Activities are identified in the annual Programmes of Work for each Annex pursuant to Article 6(d) below.

(d) *Task Co-ordination and Co-operation.* The Participants shall co-operate in coordinating the work of the various Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage such co-operation among the various Task Participants with the objectives of advancing research, development and operational activities in the field of solar

thermal and solar chemical technologies and applications. The Participants shall also cooperate in co-ordinating the overall work of the different Tasks with other Agency projects and programmes and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage such co-operation with the objectives of advancing the research and development activities in the field of solar energy.

Article 3

IDENTIFICATION AND INITIATION OF TASKS

(a) *Identification.* All Tasks undertaken by the Participants under this Agreement are identified in the Annexes to this Agreement. Each Participant shall 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 shall be carried out in accordance with the procedures set forth in this Agreement, unless otherwise specifically provided in the applicable Annex.

(b) *Initiation.* Additional Tasks may be initiated by any Contracting Party according to the following procedures:

- (1) a Contracting Party wishing to initiate a new Task shall present to one or more Contracting Parties for approval a draft Annex, similar in form to Annex I, containing a description of the scope of work and conditions of the Task proposed to be performed;
- (2) whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for approval by the Executive Committee pursuant to Article 4(e)(2) hereof and the approved Annex shall become part of this Agreement; Notice of Participation in the Task by Participants and acceptance by the Operating Agent shall be effected in the manner provided in Article 6(b).
- (3) in carrying out the various Tasks, Task Participants shall co-ordinate their activities in order to avoid duplication of activities.

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

Article 4

THE EXECUTIVE COMMITTEE

(a) *Supervisory Control.* Control of the Project shall be vested in the Executive Committee constituted under this Article. Decisions made by the Executive Committee pursuant to this Article shall be binding on each Participant and the Operating Agents.

(b) *Membership.* The Executive Committee shall consist of one representative designated by each Participant; each Participant shall also designate an alternate representative who shall represent the Participant if the representative is unable to do so. Each Participant shall inform the Executive Director of the IEA and the Executive Committee's Secretary in writing of all designations under this paragraph.

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

- (1) investigate and evaluate co-operative research and development possibilities which might be developed as new Tasks or Sectors under this Agreement at the appropriate time;
- (2) adopt each year, by unanimous decision of the Participants, in accordance with Article 4(e), the Programme of Work and Budget, if any, for the Implementing Agreement and for each Task, together with an indicative programme of work and budget for the following two years if necessary. The Executive Committee may, as required, make adjustments within the framework of the Programme of Work and Budget;
- (3) establish such rules and regulations as may be required for the sound management of the Tasks, including financial rules as provided for in Article 8 hereof;
- (4) consider any matters submitted to it by any Operating Agent, the Secretary or any Participant, including all proposals for Task expenditure not included in an approved budget which are not otherwise authorized by this Agreement or the respective Annex;
- (5) carry out the other functions conferred upon it by this Agreement and the Annexes hereto;
- (6) invite, acting by unanimity of the Contracting Parties, in accordance with the decisions of the Agency Governing Board, representatives of entities which are not Participants, to participate in any Executive Committee meeting, workshop, seminar, conference or other event. In the case of Executive Committee meetings, such participation shall be limited to a maximum period of eighteen (18) months.

- (7) consider any matters submitted to it by any of the Operating Agents or by any Participant.
- (d) *Procedures.* The Executive Committee shall carry out its responsibilities in accordance with the following procedures:
 - (1) the Executive Committee shall elect a Chairman and one or more Vice-Chairmen every two years;
 - (2) the Executive Committee may establish such subsidiary bodies and rules of procedure as are required for the proper functioning of the Committee. Representatives of the Agency and the Operating Agents may, in their respective capacities as such, attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;
 - (3) the Executive Committee shall meet at least twice a year; additional meetings shall be convened upon the request of a 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 Committee;
 - (5) at least twenty-eight (28) days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Participant and to other persons or entities entitled to attend the meeting. If notice is not given to any person or entity otherwise entitled thereto, decisions taken at a meeting of the Executive Committee shall be invalid unless notice is waived by that person or entity 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 representatives plus one (less any resulting fraction) provided that any action relating to a particular Task shall require a quorum as aforesaid of representatives or alternate representatives designated by the Task Participants in that Task.
- (e) *Voting.*
 - (1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Task, the Executive Committee shall act:
 - (i) when unanimity is required under this Agreement: by agreement of those representatives or alternate representatives which were designated by the Participants in that Task and which are present and voting;

- (ii) when no express voting provision is made in this Agreement: by majority vote of those representatives or alternate representatives which were designated by the Task Participants in that Task and which are present and voting.
- (2) In all other cases in which the Agreement expressly requires the Executive Committee to act by unanimity, this shall require the agreement of each representative or alternate representative 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 representatives or alternate representatives present and voting.
- (3) The decisions and recommendations referred to in sub-paragraphs (1) and (2) above may be made by mail, fax, e-mail, or other means of electronic transmission without the necessity for calling a meeting. Such decisions or recommendations shall be passed by the affirmative vote of all or a majority, as applicable, of those representatives who cast a vote within twenty-one (21) days of 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 Chairman of the Executive Committee shall ensure that all representatives are informed of each decision or recommendation made pursuant to this sub-paragraph.
- (4) Should an Executive Committee representative entitled to vote, or his/her designated alternate, be unable to attend an Executive Committee meeting, such Executive Committee representative may grant a proxy to another Executive Committee representative, or may communicate to the Chair of the Executive Committee by mail, fax, e mail or other electronic transmission in writing, no later than five (5) days prior to the date of the meeting, his/her vote on any decision or recommendation which shall be subject to a vote.
- (4) If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties may cast only one vote under this paragraph.

Article 5

THE EXECUTIVE SECRETARY

- (a) *Designation of Secretary.* The Executive Committee shall designate a Secretary of the Project that shall carry out such functions as the Executive Committee may request it to perform

and, in particular, shall conduct the international collaboration referred to in Article 2 of this Agreement, especially the technical and administrative interface management between the Tasks. The Secretary also shall provide managerial and technical support to the Operating Agents after consulting with them. The Secretary shall carry out its functions under the supervision of the Executive Committee. Representatives of the Secretary may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity.

(b) *Programme of Work and Budget.* The Secretary shall each year prepare and submit to the Executive Committee at its last annual meeting for unanimous approval a draft Programme of Work and

Budget for the following year.

(c) *Reimbursement of Costs.* The Executive Committee may provide that expenses and costs incurred by the Secretary in acting as such pursuant to this Agreement shall be reimbursed to the Secretary from the Secretary's Common Fund.

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

(e) *Information and Report.* The Secretary shall furnish to the Executive Committee such information concerning its work as the Executive Committee may request and shall each year submit a summary report on the status of all Tasks.

Article 6

THE OPERATING AGENTS

(a) *Designation:* Task Participants shall designate in the relevant Annex an Operating Agent for each

Task. Except as otherwise provided in this Agreement, references in this Agreement to the Operating

Agent shall apply to each Operating Agent in respect of the Task for which it is responsible.

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

(c) *Scope of Authority to Act on Behalf of Participants.* Subject to the provisions of the applicable Annex and any contrary decision by the Executive Committee, acting by unanimity, the Operating Agent shall:

- (1) perform legal acts required to carry out each Task on behalf of the Task Participants for the Task;

- (2) hold, for the benefit of the Task Participants, except as otherwise provided in this Agreement, the legal title to all property rights which may accrue to or be acquired for the Task.

The Operating Agent shall operate the Task under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country in which operations under the Annex take place.

(d) *Programme of Work.* The Operating Agent shall each year prepare and submit to the Executive Committee, at its last annual meeting for unanimous approval a draft Programme of Work for the following year, together with an indicative Programme of Work for the following two years. The Programme of Work shall contain at least the following elements:

- (1) a list of subjects to be investigated, as well as a list of entities involved;
- (2) a description of the Task Activities;
- (3) the number of person-years and amount of money involved for each Participant or Task Participant;
- (4) a time schedule with relevant milestones;
- (5) a definition of results which are expected to be freely available to the Participants;
- (6) information on legal restrictions for information distribution and data dissemination;
- (7) evidence of Participants' contributions and benefits, the objective being to achieve a fair cost/benefit ratio among Participants with due regard to each Participant's technical and financial possibilities.

(e) *Implementation.* The Operating Agent shall be responsible for taking all steps required to implement the Task in accordance with this Agreement, the Annexes hereto, and the decisions of the Executive Committee. Such responsibility shall include, but shall not be limited to:

- (1) executing the Programmes of Work and Budget subject to the control of the Executive Committee;
- (2) concluding all contracts necessary in connection with the Programmes of Work and Budget in accordance with the rules laid down in or made pursuant to this Agreement;

- (3) acquiring on behalf of the Task Participants information and data and intellectual property rights now held by third parties, or which cannot be used without the consent of third parties, and which are necessary for the purposes of carrying out the Task, but in so doing shall not enter into any commitment which has not been authorized by the Executive Committee;
- (4) recording the results of the work of the Task in accordance with the procedure set forth in paragraph (j) below; and
- (5) performing such analysis of the results as may be provided in the Programmes of Work and Budget.

(f) *Reimbursement of Costs.* The Participants of the relevant Task shall, as a rule, bear the expenses and costs of the designated Operating Agent. The Executive Committee may, acting by unanimity, 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 Participants from the relevant Common Fund.

(g) *Replacement.* Should the Executive Committee wish to replace an Operating Agent with another government, individual or entity, the Executive Committee may, acting by unanimity and with the consent of such government, individual or entity, replace the initial Operating Agent. References in this Agreement to the "Operating Agent" shall include any government or entity appointed to replace the original Operating Agent under this paragraph.

(h) *Resignation.* An Operating Agent shall have the right to resign at any time according to the following procedures:

- 1) for each Operating Agent, by giving six months' written notice to that effect to the Executive Committee, provided that:
 - (A) a Participant, individual or entity designated by a Participant is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the Participants to that effect, in writing, not less than three months in advance of the effective date of such resignation; and
 - (B) such Participant or entity is approved in its function of Operating Agent by the Executive Committee, acting by unanimity.
- (2) for each Operating Agent serving as a Custodian of a Common Fund pursuant to Article 8(d) hereof, in the event that the Operating Agent does not receive within ninety (90) days from the date payment is due all of the contributions of the Participants required under a financial plan adopted by the Executive Committee,

acting by unanimity, by giving written notice of intention to resign to the Executive Committee and the Participants, making reference to this paragraph of the Agreement. Unless all such contributions are made within a further period of ninety days from the receipt of such notice, the Operating Agent may notify the Executive Committee and the Participants in writing of its resignation as Operating Agent, and such resignation shall be effective thirty (30) days after the giving of such notice of resignation.

(i) *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 Task in the course of carrying out its responsibilities as Operating Agent.

(j) *Transfer of Rights.* In the event that another Operating Agent is appointed under paragraph (g) or (h) above, the Operating Agent shall transfer to such replacement Operating Agent any property rights which it may hold on behalf of the Task

(k) *Information and Reports.* Each Operating Agent shall supply to the Executive Committee such information concerning the operation of the specific Task as the Executive Committee may request. Reports on the carrying out of the specific Tasks shall be submitted by the Operating Agents to the Executive Committee at semi-annual intervals or at such other intervals as the Executive Committee shall determine.

Article 7

ADMINISTRATION AND STAFF

(a) *Administration of Tasks.* Each Operating Agent shall be responsible to the Executive Committee for implementing its designated Task in accordance with this Agreement, the applicable Annex, and the decisions of the Executive Committee and the regulations of the establishment at which the work is carried out.

(b) *Observers.* The Executive Committee may nominate observers (not to exceed three at any one time) from among citizens of countries of Participants, to monitor progress on a Task in accordance with rules determined by the Executive Committee.

(c) *Staff.* It shall be the responsibility of each Operating Agent, subject to the availability of funds, to retain such staff as may be required to carry out the designated Task in accordance with rules determined by the Executive Committee. The Operating Agent may, if provided for in the relevant Programme of Work, utilize the services of personnel employed by other Participants (or organizations or other entities designated by Participants) and made available to the Operating Agent by secondment or otherwise. Such personnel shall be remunerated by their respective

employers and shall, except as provided in this Article, be subject to their employers' conditions of service. The Participants shall be entitled, upon decision of the Executive Committee, to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Task, in accordance with Article 8(h)(6) hereof.

Article 8

FINANCE

(a) *Individual Obligations.* Each Participant shall 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 on the respective Task, unless provision is made for such costs to be reimbursed from Common Funds as provided in paragraph (j) below.

(b) *Secretary's Common Fund.* A Common Fund shall be established by the Executive Committee for the purpose of finding the obligations of the Secretary under this Agreement (the "Secretary's Common Fund"). The Budget of the Secretary for carrying out its obligations pursuant to Article 5(c) hereof is to be decided at yearly intervals by the Executive Committee, acting by unanimity. The Secretary's Common Fund shall be funded by the Participants in equal shares, unless the Executive Committee, acting by unanimity, decides otherwise. If the number of Participants changes, the Executive Committee, acting by unanimity, shall decide whether to adjust the proportionate shares of the Participants in the Budget or adjust the Programme of Work to take account of such change.

(c) *Common Task Financial Obligations.* Participants wishing to share the costs of a particular Task shall agree in the appropriate Annex to establish a Common Fund. The apportionment of contributions to such a Common Fund (whether in the form of cash, services rendered, intellectual property or the supply of materials) and the use of such a Common Fund shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee, acting by unanimity.

(d) *Custodian and Beneficiaries of Common Funds.* The Secretary shall serve as custodian to hold the Secretary's Common Fund, defined in Article 8(b) above, in custody or possession for the benefit of the Participants. Should the Participants in a Task decide to establish a Common Fund to share the costs of that Task, the Operating Agent of that Task shall serve as custodian to hold the Common Fund of that Task in custody or possession for the benefit of the Participants in that Task. The custodians which hold Common Funds under this paragraph in custody or possession are referred to in this Article as the "Custodians", and the Participants for whose benefit the Common Funds are held by the Custodians are referred to in this Article as the "Beneficiaries".

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

- (1) establishment of budgetary and procurement procedures to be used by the Custodian in making payments from the appropriate Common Funds or in making contracts on behalf of the Beneficiaries; and
- (2) establishment of minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payment of monies to the Custodian for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.

In the expenditure of Common Funds, the Custodian shall take into account the necessity of ensuring a fair distribution of such expenditure in the Beneficiaries' countries, where this is fully compatible with the most efficient technical and financial management.

(f) *Crediting of Income to Budget.* Any income which accrues from the Project shall be credited to the appropriate Common Fund.

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

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

- (1) each Custodian shall each year prepare and submit to the Executive Committee for unanimous approval a draft Programme of Work and Budget, together with an indicative Programme of Work and Budget for the following two years, if necessary, not later than three months before the beginning of each financial year;
- (2) the Custodian shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Custodian in connection with the Agreement or Annex, as the case may be;
- (3) not later than three months after the close of each financial year, each Custodian shall submit for audit the annual accounts for the respective Tasks in a form approved by the Executive Committee to the Custodian's external auditors or other auditors selected by the Executive Committee and shall present the accounts, together with the auditors' report, to the Executive Committee for

approval;

- (4) all books of account and records maintained by each Custodian shall be preserved for at least three years from the date of termination of its services to the Project or the Task, as the case may be;
- (5) upon unanimous approval by the Executive Committee, a Beneficiary supplying services, materials or intellectual property to the Project or a Task 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 Beneficiary's contribution); such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and shall include payroll-related costs.

(i) *Contribution to Common Funds.* Financial contributions due from Beneficiaries for a Common Fund shall be paid to the Custodian of that Common Fund in the currency of the country of the Custodian, at such times and upon such other conditions as the Executive Committee, acting by unanimity, shall determine, provided, however, that:

- (1) contributions received by a Custodian shall be used solely in accordance with the appropriate Programme of Work and Budget;
- (2) the Custodian shall be under no obligation to carry out any work of the Project until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received; and
- (3) the Executive Committee may decide, by unanimity, that contributions shall be paid in such other currency as the Custodian may request.

The Executive Committee may adjust the contribution levels as required in order to ensure that the adjusted contributions represent a realistic assessment of the funds needed for the purposes of the appropriate Programme of Work.

(j) *Ancillary Services.* Ancillary services may, as agreed between the Executive Committee and a Custodian, be provided by that Custodian and the cost of such services, including overheads connected therewith, may be met from budgeted funds.

(k) *Taxes.* Each Custodian 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 Project or Task as expenditure incurred in the operation under the appropriate budget; the Custodian shall, however, endeavour to obtain all possible exemptions from such taxes.

(l) *Audit.* Each Beneficiary shall have the right, at its sole cost, to audit the accounts of any

work in the Project or a Task for which Common Funds are maintained, on the following terms:

- (1) the Custodian shall provide the Beneficiaries with an opportunity to participate in such audits on a cost-shared basis;
- (2) accounts and records relating to activities of the Custodian other than those conducted for the Project or Task shall be excluded from such audit, but if the Beneficiary concerned requires verification of charges to the Budget representing services rendered to the Project or Task by the Custodian it may, at its own cost, request and obtain an audit certificate in this respect from the auditors of the Custodian;
- (3) not more than one such audit shall be required in any financial year, and
- (4) any such audit shall be carried out by not more than three representatives of the Beneficiaries.

Article 9

INFORMATION AND INTELLECTUAL PROPERTY

(a) *Copyright.* In accordance with rules determined by the Executive Committee, acting by unanimity, the Operating Agent, or each Task Participant for its own work, shall take appropriate measures necessary to protect copyrightable material generated under a Task. Copyrights obtained shall be the property of the Participant for its own work, and the Operating Agent for other works generated under the Task in trust for and for the benefit of the Task Participants, provided, however, that Participants may reproduce and distribute such material, in accordance with paragraph (e) below.

(b) *Production of Relevant Information.* Each Task Participant agrees to provide to the Operating Agent all previously existing information, and information developed independently of the Task, which is needed by the Operating Agent to carry out its functions under the Annex and freely at the disposal of the Participant and the transmission of which is not subject to any contractual or legal limitations. Such information shall be made available, preferably in English, in accordance with the terms and conditions agreed upon by the Task Participant and the Operating Agent within the scope of the rules, procedures and guidelines which may be established by the Executive Committee. The Operating Agent shall encourage the governments of those Agency countries which do not participate in this Agreement, 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 Task.

(c) *Proprietary Information.* The Participants and the Operating Agent shall take all necessary measures in accordance with this Article, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Article, proprietary information shall include information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which:

- (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 shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is marked “Proprietary Information”.

(d) *Use of Confidential or Proprietary Information.* If a Participant has access to confidential or proprietary information which would be useful to an Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent, to the extent permitted under applicable confidentiality obligations, laws and regulations, but shall not become part of reports or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information. The Participant shall endeavour to make such information available to the relevant Task under reasonable conditions, and the Executive Committee may, acting by unanimity, decide to acquire such information.

(e) *Access by Participants to Information.* The Task Participants shall be entitled without charge to have access to data maintained by the Task, to receive, reproduce and, in accordance with the rules determined by the Executive Committee, distribute to third parties copies of relevant literature and data produced by the Task. Information so received by the Task Participants shall not be published with a view to profit except as the Executive Committee, acting by unanimity of the relevant Task Participants, may agree or provide by rule. The Executive Committee may lay down guidance as to the use any Task Participant may make of the data maintained by the Task and, where appropriate, the charges to be imposed.

(f) *Warranties.* Subject to Article 11(b) below, each Task Participant warrants that the use of the information it provides under the Annex does not violate proprietary rights, copyrights or security classification rules of its country. However, the Task Participants do not warrant the accuracy of the information provided by them or its suitability for any particular use or application by a recipient.

(g) *Exchange of Information with Others.* The Executive Committee shall, acting by

unanimity of the relevant Task Participants, determine the rules by which information available to that Task may be made available to international organizations as well as governments and other appropriate entities of countries which do not participate in the Task.

(h) *Task Activities.* Whenever the Operating Agent intends to include an additional Task Activity (Article 2(c)) in the Task's Programme of Work, the Task Participants who wish to undertake the additional Task Activity shall determine whether exceptions or additions to the provisions contained in this Article are required to protect inventions and other proprietary information which may be developed in the course of or under the proposed additional Task Activity. Should those Task Participants deem such exceptions or additions necessary, they shall, in consultation with the Operating Agent, prepare and submit, through the Operating Agent, to the Executive Committee, for its approval, draft information and intellectual property provisions applicable for the proposed additional Task Activity.

(i) *Effect of Termination or Withdrawal.* The Executive Committee shall, at the time of the termination of this Agreement or any Annex or the withdrawal of any Participant from this Agreement, adopt appropriate measures for the subsequent application of paragraph (g) above and related questions which shall include rules as to the use any previous Task Participant may make of the information and, where appropriate, the charges to be imposed.

Article 10

LEGAL RESPONSIBILITY AND INSURANCE

(a) *Liability of Operating Agent.* Each Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement 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 Common Funds for a Task shall be charged to the Budget of that Task, within the limit of the total amount of the Budget of the Task. Such costs and expenses arising from other work undertaken for a Task shall be charged to the Budget of that Task if the Annex so provides or the Executive Committee, acting by unanimity, so decides.

(b) *Insurance.* Each Operating Agent shall propose to the Executive Committee all 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 Task.

(c) *Indemnification of Participants.* Each Operating Agent shall be liable in its capacity as such to indemnify the Participants or Task Participants, as the case may be, 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 any such insurance as it is required to maintain under paragraph (b) above; or
- (2) result from the gross negligence or wilful misconduct of any of the Operating Agent's employees or officers in carrying out its duties under this Agreement.

(d) *Suspension of Obligations.* The obligations of a Participant or an Operating Agent (other than any obligations to make payment of any monies as provided above) shall be suspended for any period during which such Participant or the Operating Agent, as the case may be, is prevented or substantially hindered from complying therewith, in whole or in part, by any case beyond its control including, but not limited to, acts of God, unavoidable accidents, laws, rules, regulations or orders of any national, state, governmental or local authority, acts of war or conditions arising out of or attributable to war, strikes, lockouts or other disputes with work-people, shortages of materials, equipment or labour or shortages of or delays in transportation. Such Participant or Operating Agent shall take all reasonable measures to minimize the effects of such suspension and shall give notice to the Executive Committee promptly at the beginning and the termination of the suspension.

Article 11

LEGISLATIVE PROVISIONS

(a) *Accomplishment of Formalities.* Each Participant shall, within the framework of applicable legislation, use its best endeavours 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 conduct the Task in which it is engaged.

(b) *Applicable Laws.* In carrying out this Agreement and its Annexes, the Participants shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the respective Participant, 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) *Decisions of CERT and Agency Governing Board.* The Participants in the various Tasks acting in their capacity as such shall take account, as appropriate, of the decisions of the CERT and of the Governing Board.

(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 shall be referred to a tribunal of one arbitrator to be chosen by the Participants concerned. Should the Participants concerned fail to agree upon the arbitrator, the President of the

Permanent Court of Arbitration in the Hague shall, at the request of any of the Participants concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to 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 Participants. Operating Agents which are not Participants shall be regarded as Participants for the purpose of this paragraph.

Article 12

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) Admission of New Contracting Parties:

- (1) Upon the invitation of the Executive Committee, acting by unanimous vote, admission to this Agreement shall be open to Contracting Parties, as set forth in the IEA Framework; and
- (2) The Executive Committee shall 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 shall 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 Sponsors' participation in this Agreement shall be established by the Executive Committee, provided that no Sponsor be accorded greater rights than those permitted to Sponsors in the IEA Framework.

(c) Admission of New Participants in Tasks. Any Contracting Party or Sponsor may, with the agreement of the Task Participants in a Task, acting by unanimity, become a Task Participant in that Task. Such participation shall become effective when the conditions of Article 3(a) above are satisfied and when any consequential amendments to the Annex are adopted.

(d) Contributions. The Executive Committee may require, as a condition to admission to participation, that the new Task Participant shall contribute (in the form of cash, services or materials) an appropriate proportion of the prior budget expenditure of any Task in which it

participates.

(e) *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Participant 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 paragraph (a) above and in accordance with the procedures provided therein.

(f) *Withdrawal.* Any Participant may withdraw from this Agreement or from any Task either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months' written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than two years after the date on which the withdrawing party became a Participant, unless the Executive Committee agrees otherwise by unanimous vote. The withdrawal of a Participant under this paragraph shall not affect the rights and obligations of the other Participants; except that, where the other Participants have contributed to a Common Fund, their proportionate shares in the Budget shall be adjusted to take account of such withdrawal.

(g) *Change of Status of Participant.* A Participant other than a government or an international organization shall without delay 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 change in status of a Participant significantly affects the interests of the other Participants; if the Executive Committee so determines, then, (unless the Executive Committee, acting upon the unanimous decision of the other Participants, otherwise agrees):

- (1) that Participant shall be deemed to have withdrawn from the Agreement under paragraph (f) above on a date fixed by the Executive Committee; and
- (2) in the case of a Contracting Party, 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; and if approved by the Executive Committee, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement.

(h) *Failure to Fulfil Contractual Obligations.* Any Participant which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice invoking this paragraph and specifying the nature of those obligations, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

Article 13

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall remain in force until 31st December, 2001. It 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 shall be regarded as constituting a partnership between any of the Participants.

(c) *Termination.* Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, shall arrange for the liquidation of the assets of the Task or Tasks. In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the Task, or the proceeds therefrom, in proportion to the contributions which the Task Participants have made from the beginning of the Project toward the development of such assets, and for that purpose shall take into account the contributions and any outstanding obligations of former Task Participants. Disputes with a former Task Participant about the proportion allocated to it under this paragraph shall be settled under Article 11(d) hereof, for which purpose a former Participant shall be regarded as a Participant.

(d) *Indemnification after Termination.* Upon termination of this Agreement, the Executive Committee, acting by unanimity, shall also agree upon appropriate arrangements to ensure that the Operating Agents are indemnified against all expenditures and commitments they have incurred for the purposes of a Task in accordance with this Agreement.

(e) *Amendment.* This Agreement may be amended at any time by the Executive Committee acting by unanimity, and any Annex to this Agreement may be amended at any time by the Executive Committee, acting by unanimity of the Task Participants in the Task to which the Annex refers. Such amendments shall come into force in a manner determined by the Executive Committee, acting under the voting rule applicable to the decision to adopt the amendment.

(f) *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, to the Operating Agents and to the Secretary. A copy of this Agreement shall be furnished to each Agency country, to each Member country of the Organisation for Economic Co-operation and Development (OECD) and to the European Communities.

(g) *Applicable Rules.* Notwithstanding Article 7 of the IEA Framework for International Energy Technology Co-operation, adopted by the IEA Governing Board on 3 April 2003, the Framework shall apply to, and be an integral part of, this Agreement from [date of adoption of the amendment]. A copy of the Framework is attached as Exhibit A to this Implementing Agreement.

Done in Paris, this 6th day of October, 1977.

(As amended to 13 April 2010)

LIST OF CONTRACTING PARTIES
(as of 16 September 2010)

NEW ENERGY ALGERIA (NEAL)

THE ELECTRICITY SUPPLY ASSOCIATION OF AUSTRALIA (ESAA)

THE GOVERNMENT OF AUSTRIA

THE MINISTRY OF MINES AND ENERGY (BRAZIL)

THE COMMISSION OF THE EUROPEAN UNION

THE NEW AND RENEWABLE ENERGY AUTHORITY (NREA) (Egypt)

LE CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS) (France)

DEUTSCHES ZENTRUM FÜR LUFT- UND RAUMFAHRT E.V.)

THE WEIZMANN INSTITUTE OF SCIENCE (Israel)

ENTE PER LE NUOVE TECNOLOGIE, L'ENERGIA E L'AMBIENTE (ENEA) (Italy)

THE GOVERNMENT OF THE REPUBLIC OF KOREA

THE INSTITUTO DE INVESTIGACIONES ELÉCTRICAS (IIE) (Mexico)

ESKOM (South Africa)

THE MINISTRY OF SCIENCE AND INNOVATION (Spain)
(CIEMAT)

THE FEDERAL OFFICE OF ENERGY (Switzerland)

MASDAR (The United Arab Emirates)

THE UNITED STATES DEPARTMENT OF ENERGY

SPONSOR

MITSUBISHI

CONTRACTING PARTIES SINCE WITHDRAWN

The Republic of Austria

The Government of Belgium

The Centro de Pesquisas de Energia Eletrica (CEPEL) (Brazil)¹

The National Energy Council of the Ministry of Coordination (Greece)

Ansaldo Meccanico Nucleare (A.M.N.) (Italy)

The Consiglio Nazionale delle Ricerche (Italy)

Franco Tosi (Italy)

Snamprogetti (Italy)

The National Swedish Board for Energy Source Development
succeeded by the Energy Research Commission,
later by The National Energy Administration,
and then by the Swedish National Board for Industrial and Technical Development (NUTEK))²

The United Kingdom Atomic Energy Authority

BG plc (United Kingdom)
(replaced by Advantica Technologies Ltd.)³

The Institute of High Temperatures of the Russian Academy of Sciences (IVTAN)

¹ Withdrawal effective 30.04.2005

² Withdrawal effective 31.12.1991

³ Withdrawal effective 01.04.2003

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.