

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT

FOR CO-OPERATION
ON TECHNOLOGIES AND PROGRAMMES
FOR DEMAND-SIDE MANAGEMENT

(As amended to 23 October 2009)

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INTERNATIONAL ENERGY AGENCY

**IMPLEMENTING AGREEMENT
FOR CO-OPERATION
ON TECHNOLOGIES AND PROGRAMMES
FOR DEMAND-SIDE MANAGEMENT**

(As amended to 13 October 2006)

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments of International Energy Agency ("Agency") countries, parties designated by their respective governments, or the European Communities wish to take part in the establishment and operation of a Co-operative Programme on Technologies and Programmes for Demand-Side Management (the "Programme") as provided in this Agreement, and to hold open to non-Members of the Agency or their designees the opportunity to participate in the Programme as Associate Contracting Parties;

CONSIDERING that the governments of Agency countries 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, and have agreed in Chapter IV of the Long-Term Co-operation Programme, adopted by the Governing Board of the Agency on 30th January, 1976, to undertake co-operative activities including jointly financed programmes and projects in energy research and development;

CONSIDERING that the Governing Board of the Agency on 15th March, 1993 approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

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

HAVE AGREED as follows:

Article 1

DEFINITIONS

- 1.1 *Agency or IEA* shall mean the International Energy Agency.
- 1.2 *Agreement* shall mean this Implementing Agreement for Co-operation on Technologies and Programmes for Demand-Side Management, as amended from time to time.
- 1.3 *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 which are the object of the Annex, shall be implemented by the Task Participants.
- 1.4 *Annual Report* shall mean a report covering progress of programmes and projects of the Implementing Agreement and its Annexes, if any, during the period from 1 January to 31 December of each year.
- 1.5 *CERT* shall mean the Committee on Energy Research and Technology of the IEA.
- 1.6 *Contracting Party* shall mean a Contracting Party, as described in the IEA Framework, which has signed or acceded to, and has not withdrawn from, this Agreement.
- 1.7 *Executive Committee* shall mean the committee established pursuant to Article 4 herein.
- 1.8 *Financial Year* shall mean the 12-month period from 1 January to 31 December of each year.
- 1.9 *Governing Board* shall mean the Governing Board of the IEA.
- 1.10 *IEA Framework* shall mean the IEA Framework for International Energy Technology Co-operation adopted by the Governing Board on 3 April 2003 and any amendments thereto. The IEA Framework is attached as Exhibit A to this Agreement and is an integral part thereof.
- 1.11 *I.E.P. Agreement* shall mean the Agreement on an International Energy Program dated 18 November 1974, as amended.
- 1.12 *IEA Member countries* shall mean the member countries of the IEA.
- 1.13 *IEA Secretariat* shall mean the permanent staff of the IEA, headquartered in Paris, which supports the work of the Governing Board and its subordinate bodies. The IEA Secretariat is headed by an Executive Director who is appointed by the Governing Board.
- 1.14 *International Organisation* shall mean an Intergovernmental Organisation established by States and/or International Governmental Organisations under International Law.
- 1.15 *OECD* shall mean the Organisation for Economic Co-operation and Development.
- 1.16 *Operating Agent* shall mean the legal entity, if any, appointed by the Executive Committee to manage the Programme of Work under this Agreement and/or each of its Annexes, if any.
- 1.17 *Participant* shall mean a signatory of this Agreement, whether a *Contracting Party* or *Sponsor*.
- 1.18 *Programme* shall mean the overall plan of activities to be implemented under this Agreement and Annexes, if any.
- 1.19 *Programme of Work* shall refer to the Programme for each year carried out under this Agreement.
- 1.20 *Sponsor* shall mean any Sponsor, as described in the IEA Framework, which has signed or acceded to, and has not withdrawn from, this Agreement.
- 1.21 *Task* is a particular activity carried out under the Programme as provided in Article 3.
- 1.22 *Task Participant* shall mean a Participant in this Agreement who is also participating in a specific Task.

Article 2

OBJECTIVES

- (a) *Scope of Activity.* The Programme to be carried out by the Participants within the framework of this Agreement shall consist of information exchange on technologies and programmes for demand-side management (DSM), co-operative support for development and demonstration of DSM technologies, investigation of techniques for implementation of demand-side technologies in the marketplace, and development of improved methods for incorporating demand-side options into resource planning. For the purposes of this Agreement, demand-side management is defined to include load management, strategic conservation, and related activities carried out by utilities. By means of the co-operative activity envisioned, Participants hope to help demand-side technologies reach their full market potential, thereby allowing energy systems to function more effectively and giving utility investments enhanced value for gas and electricity customers.
- (b) *Method of Implementation.* The Participants shall implement the Programme by undertaking one or more tasks (the "Task" or "Tasks") each of which will require the participation of at least two Contracting Parties, as provided in Article 3 hereof. The Participants which participate in a particular Task are, for the purposes of that Task, referred to in this Agreement as "Task Participants".
- (c) *Task Co-ordination and Co-operation.* The Participants shall co-operate in co-ordinating the work of the Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Task Participants engaged in the Tasks with the objective of advancing the state of understanding of all Participants in the field of demand-side management.

Article 3

IDENTIFICATION AND INITIATION OF TASKS

- (a) *Initial Task.* A Participant may become a Task Participant in any Task identified in the Annexes hereto; such participation shall become effective upon the Participant's giving the Executive Director of the Agency a written Notice of Participation in the appropriate Annex.
- (b) *Initiation of Additional Tasks.* Additional Tasks may be initiated by any Contracting Party according to the following procedure:
- (1) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit to the Executive Committee for adoption a draft Annex, similar in form to the current Annexes, containing a description of the scope of work and conditions of the Task proposed to be performed; the adopted Annex shall become part of this Agreement;
 - (2) The participation in the adopted Annex of any Contracting Parties identified therein shall become effective upon the Contracting Party's giving the Executive Director of the Agency a written Notice of Participation in that Annex. Article 13(c) shall apply for any Participant that wishes to become a Task Participant in any Task after the respective Annex has been adopted by the Executive Committee;
 - (3) In carrying out the various Tasks, the 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.

(d) *Entry of Annexes into Force.* Each Annex shall enter into force at such time as the Executive Committee, acting by unanimity of those Contracting Parties which have communicated to the Executive Director a Notice of Participation in that Annex, determines that there is sufficient participation to perform the Task, taking account of both cost-sharing and task-sharing elements of the Annex. The Annex shall then remain in force for the term specified in the Annex, but not exceeding the term of the Agreement.

Article 4

THE EXECUTIVE COMMITTEE

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

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

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

- (1) Adopt for each year, acting by unanimity, the Programme of Work and Budget, if foreseen, for each Task, 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 Tasks, including financial rules as provided in Article 7 hereof;
- (3) Carry out the other functions conferred upon it by this Agreement and the Annexes hereto;
- (4) 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 every second year elect a Chairman and one or more Vice-Chairmen from among the Contracting Parties;
- (2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning;
- (3) A representative of the Agency and a representative of each Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;
- (4) The Executive Committee shall meet in regular session not more than twice each year; a special meeting shall be convened upon the request of any Contracting Party which can

demonstrate the need therefor;

- (5) Meetings of the Executive Committee shall be held at such time and in such location as may be designated by the Executive Committee;
- (6) 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 Participant 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;
- (7) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the Contracting Parties plus one (less any resulting fraction), provided that any action relating to a particular Task shall require a quorum as aforesaid of members or alternate members designated by the Task Participants in that Task who are Contracting Parties;
- (8) The Executive Committee shall ensure that Minutes of each meeting are distributed promptly after the meeting to each person or entity entitled to attend the meeting.

(e) Voting.

- (1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Task, the Executive Committee shall act:
 - (i) When unanimity is required under this Agreement: by unanimous agreement of those members or alternate members which were designated by Contracting Parties or Sponsors who are Task 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 members or alternate members which were designated by Contracting Parties who are Task Participants in that Task and which are present and voting.
- (2) In all other cases in which this Agreement expressly requires the Executive Committee to act by unanimity, this shall require the unanimous agreement of each Contracting Party 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 Contracting Party members or alternate members present and voting.
- (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) A Sponsor may submit matters to the Executive Committee, but may vote only on those matters pertaining to the Tasks in which it participates.
- (5) The decisions and recommendations referred to in sub-paragraphs (2) and (3) above may, with the agreement of each Contracting Party member or alternate member entitled to act thereon, be made by mail, telefax, electronic mail or other means of electronic transmission without the necessity for calling a meeting. Such action shall be taken by unanimity or majority of such members as in a meeting. The Chairman of the Executive Committee shall ensure that all members are informed of each decision or recommendation made pursuant to

this sub-paragraph.

- (6) Notwithstanding sub-paragraphs (1), (2) and (4) above, for those decisions on which Sponsors are permitted to vote, the vote of the Sponsor shall be counted in the vote required to adopt the decision or recommendation, whether by unanimity or majority as the case may be.
- (7) The failure of any representative, or alternate representative in the absence of the representative, to vote at a meeting, in person or by proxy, or the failure of any representative, or alternate representative in the absence of the representative, to respond to a vote required by written procedure pursuant to sub-paragraph (4) above, shall be considered an abstention and such abstention shall not block an otherwise unanimous or majority vote.

(f) *Reports.* The Executive Committee shall, by 31st January each year, provide the Agency with three copies of reports containing technically substantive, non-proprietary information on the progress of the Programme and its results.

Article 5

THE SECRETARY

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

- (1) Make and distribute agendas, Minutes and other documents of Executive Committee meetings;
- (2) Prepare decisions and recommendations in accordance with Article 4(e)(5) above;
- (3) Assist the Executive Committee and its Chairman in carrying out their responsibilities under Articles 4(c)(3), 4(d)(6) and (8), 4(e)(5), 4(f) and 15(d) and (f) of this Agreement;
- (4) Assist the Executive Committee in the overall co-ordination of the work in the different Annexes; and
- (5) Undertake such other activities as may be required by the Executive Committee to assist it in carrying out its responsibilities under this Agreement.

The Secretary 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 with no voting rights.

(b) *Reimbursement of Costs.* The Executive Committee may provide that expenses and costs incurred by the Secretary under this Article be reimbursed to the Secretary from the common fund which the Executive Committee may establish under the first sentence of Article 8(b) below.

(c) *Contracting.* The Secretary may, with the prior approval of the Executive Committee acting by

unanimity and in accordance with the Programme of Work and Budget, enter into contracts for necessary and appropriate support or consultancy services.

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

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

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

Article 6

THE OPERATING AGENTS

(a) *Designation.* Task Participants shall designate in the relevant Annex an Operating Agent for each Task. 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) *Scope of Authority to Act on Behalf of Participants.* Subject to the provisions of the applicable Annex:

- (1) All legal acts required to carry out each Task shall be performed on behalf of the Task Participants by the Operating Agent for the Task;
- (2) The Operating Agent shall hold, for the benefit of the Task Participants, 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 of the Operating Agent.

(c) *Specific Responsibilities.* The Operating Agent for each Annex shall be responsible for the overall technical and administrative management of the work under that Annex and for implementing the decisions of the Executive Committee. To this end, the Operating Agent for each Annex shall:

- (1) Prepare and submit annual reports to the Executive Committee on progress made on work under the Annex;
- (2) Upon request of the Executive Committee, convene annual meetings to be attended by all Task Participants, as well as meetings of working groups, where necessary, the cost of which will be borne by the Task Participants.

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

(e) *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, 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.

(f) *Resignation.* An Operating Agent shall have the right to resign at any time by giving six months written notice to that effect to the Executive Committee, provided that:

- (1) A Participant, 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 other Participants to that effect, in writing, not less than three months in advance of the effective date of such resignation; and
- (2) Such Participant or entity is approved in its function of Operating Agent by the Executive Committee, acting by unanimity.

(g) *Accounting.* An Operating Agent which is replaced or which resigns as Operating Agent shall, not later than three months after such replacement or resignation takes effect, 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 and shall transfer those monies and other assets to the replacement Operating Agent as soon as possible after the delivery of the accounts.

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

(i) *Information and Reports.* Each Operating Agent shall furnish to the Executive Committee such information concerning the Task 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 status of the Task.

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.

(b) *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Task in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Task Participants (or organizations or other entities designated by Contracting Parties) 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 by the Executive Committee, be subject to their employers' conditions of service. The Task Participants shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Task, in accordance with Article 8(f)(6) hereof.

Article 8

FINANCE

(a) *Individual Financial 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 Tasks, unless provision is made for such costs to be reimbursed from common funds as provided in paragraph (h) below.

(b) *Common Financial Obligations.* The Executive Committee may agree, acting by unanimity, to establish a common fund to share the costs of its responsibilities and administrative activities set forth under Article 4 hereof. In addition, Task Participants wishing to share the costs of a particular Task shall agree in the appropriate Annex to establish a separate common fund. The apportionment of contributions to such common funds (whether in the form of cash, services rendered, intellectual property or the supply of materials) as well as the management and use of such common funds shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee, acting by unanimity.

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

- (1) Establishment of budgetary and procurement procedures to be used by the Operating Agent in making payments from any common funds which may be maintained by Task Participants for the account of the Task or in making contracts on behalf of the Task Participants;
- (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.

In the expenditure of common funds, the Operating Agent shall take into account the necessity of ensuring a fair distribution of such expenditure in the Task Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Task.

(d) *Crediting of Income to Budget.* Any income which accrues from a Task shall be credited to the Budget of that Task.

(e) *Accounting.* The system of accounts employed by the Operating Agent shall conform to 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.* Should Task Participants agree to maintain common funds for the payment of obligations under a programme of work and budget of the Task, the following provisions shall be applicable unless the Executive Committee, acting by unanimity, decides otherwise:

- (1) The financial year of the Task 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 an indicative programme of work and budget for the following two years, not later than three months before the beginning of each financial year; the Executive Committee shall then transmit the final programme, once approved, to the Agency and to the members of the Committee on Energy Research and Technology of the Agency;
- (3) The Operating Agent shall maintain complete and 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 Task;
- (4) 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 Task; upon completion of the annual audit, the Operating Agent shall present the accounts together with the auditors' report to the Executive Committee for approval;

- (5) All books of account and records maintained by the Operating Agent for the Task shall be preserved for at least three years from the date of termination of the Task;
- (6) Where provided in the relevant Annex, a Task Participant supplying services, materials or intellectual property to the 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 Participant'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) *Currency of Contributions.* Contributions due hereunder from the Participants shall be paid in the currency of the Operating Agent, unless another currency is specified by the Operating Agent in agreement with the Executive Committee for the purpose of meeting a commitment in that currency.

(h) *Contribution to Common Funds.* Should Participants agree to establish common funds under the annual Programme of Work and Budget for a Task, any financial contributions due from Task Participants 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 Task;
- (2) The Operating Agent shall be under no obligation to carry out any work on the Task until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.

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

(j) *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 a Task, as expenditure incurred in the operation of that Task under the Budget; the Operating Agent shall, however, endeavour to obtain all possible exemptions from such taxes.

(k) *Audit.* Each Task Participant shall have the right, at its sole cost, to audit the accounts of any work in a Task for which common funds are maintained, on the following terms:

- (1) The Operating Agent shall provide the other Task Participants with an opportunity to participate in such audits on a cost-shared basis;
- (2) Accounts and records relating to activities of the Operating Agent other than those conducted for the Task shall be excluded from such audit, but if the Task Participant concerned requires verification of charges to the Budget representing services rendered to the Task by the Operating Agent, it may, at its own cost, request and obtain an audit certificate in this respect from the auditors of the Operating Agent;

- (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 Task Participants.

Article 9

PROCUREMENT PROCEDURES

All procurement of equipment and material shall be in accordance with the procedures laid down by the Executive Committee under Article 8(c)(1) hereof, which shall provide, *inter alia*:

- (1) The Operating Agent of each Annex shall have the power to enter into agreements and contracts for all necessary support, design and developmental services, and material fabrication and facility construction activities in the interest of the Annex, provided that such agreements and contracts are authorized in an approved Budget or by the provisions of this Agreement or by the express authority of the Executive Committee;
- (2) No Operating Agent shall enter into any agreement for a total value of more than US \$10,000 without the approval of the Executive Committee;
- (3) The Operating Agent for each Annex shall perform all procurement functions that may be necessary to carry out activities under the Annex, in accordance with the procurement procedures adopted by the Executive Committee pursuant to Article 8(c)(1) hereof;
- (4) Consistent with the aforementioned procurement procedures, the Operating Agent shall undertake to secure the best contractual terms and conditions available; including, where possible, provision for title to all intellectual property generated under the Agreement, for a royalty-free licence for the use of background intellectual property for the purposes of the Task alone, and for a right on reasonable terms and conditions in accordance with Article 10 hereof for the Participants to use such background intellectual property commercially.

Article 10

INFORMATION AND INTELLECTUAL PROPERTY

(a) *Application to Agreement and Annexes.* Pursuant to the General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November, 1975, and any modification thereof, the following information and intellectual property provisions shall generally apply to this Agreement and each of its constituent Annexes. Exceptions and additions to these provisions may be made in any particular Annex, in which case they shall apply to that Annex alone.

(b) *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property provided under or arising from each Annex shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement and the laws of the countries of the Participants.

(c) *Proprietary Information.* The Operating Agent and the Participants 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 mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, and 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 appropriately marked.

(d) *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Contracting Parties 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 performance of the work under each Annex. The Task Participants in each Annex should notify the Operating Agent of all pre-existing information, and information developed independently of the Annex known to them which is relevant to the Annex and which can be made available without contractual or legal limitations.

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

- (1) If no substantial cost is incurred by the Task Participant in making such information available, at no charge to the Annex.
- (2) If substantial costs must be incurred by the Task Participant to make such information available, at such charge to the Annex as shall be agreed between the Operating Agent and the Task Participant with the approval of the Executive Committee.

(f) *Use of Proprietary Information.* If a Task Participant has access to proprietary information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent in accordance with an agreement between the Operating Agent and the specific Task Participant setting forth the terms and conditions for such acceptance; but the proprietary information shall not become part of reports, handbooks, or other documentation, nor be communicated to the other Participants except as may be agreed in writing between the Operating Agent and the Task Participant which supplied such information.

(g) *OECD/IEA Intellectual Property.* The Participants understand and agree that the name, acronym and emblem of the IEA has been notified to the World Intellectual Property Organisation (WIPO) Secretariat according to Article 6 of the Paris Convention for the Protection of Industrial Property, as amended on 28 September 1979. The Participants further understand and agree that the OECD/IEA shall retain the copyright to all deliverables, materials or joint material or joint publications published or to be published by the IEA or jointly by the IEA and one or more other parties. Should the Participants use any such deliverables, materials or joint material or joint publications they shall give full acknowledgement to the OECD/IEA as being the source of the material with a copyright notice in the following form: © OECD/IEA,

(year of publication).

(h) *Arising Proprietary Information.* It shall be the responsibility of the Operating Agent to identify information arising from each Task which qualifies as proprietary information under this Article and to ensure that it is appropriately marked. If any Participant questions the decision of the Operating Agent regarding the proprietary nature of arising information, the question shall be submitted to the Executive Committee for decision. Proprietary information arising from any Task shall be the property of the Operating Agent for the benefit of the Task Participants. The Operating Agent shall license such proprietary information for non-exclusive use as follows:

(1) To each Task Participant:

- (i) On the most favourable terms and conditions for use by the Task Participant in its own country;
- (ii) On favourable terms and conditions for the purpose of sub-licensing others for use in its own country.

In each case, the terms and conditions are to be stipulated by the Executive Committee taking into account the equities of the Task Participants based upon the sharing of obligations, contributions, rights and benefits of all Task Participants.

- (2) Subject to sub-paragraph (1) above, to each Task Participant for use in all countries, on reasonable terms and conditions stipulated by the Executive Committee taking into account the equities of the Task Participants based upon the sharing of obligations, contributions, rights and benefits of all Task Participants;
- (3) To the government of any Agency country and nationals designated by it, for use in such country in order to meet its energy needs, on terms and conditions stipulated by the Executive Committee taking into account any equitable conditions which should arise from the support provided by the Agency to the Task;
- (4) To entities and persons not mentioned above in this paragraph, if agreed by the Executive Committee, on terms and conditions stipulated by the Executive Committee.

(i) *Acquisition of Information.* Each Task Participant shall inform the Operating Agent of the existence of information known to the Task Participant that can be of value to the Annex, but which is not freely available, and the Task Participant shall endeavour to make the information available to the Annex under reasonable conditions.

(j) *Exchange of Information with Others.* The Executive Committee may, acting by unanimity, make arrangements for the acquisition of information from sources other than the Task Participants. The Executive Committee shall, acting by unanimity, determine the rules by which information available to Task Participants may be made available to governments, utilities, research institutions, and other appropriate entities of countries which do not participate in an Annex.

(k) *Reports on Work Performed.* The Operating Agent of each Annex shall provide reports on all work performed under the Annex and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, to the Task Participants.

(l) *Copyright.* The Operating Agent of each Annex may take appropriate measures necessary to protect copyrightable material generated under that Annex. Copyrights obtained shall be held by the Operating Agent for the benefit of the Task Participants, in accordance with Article 6(b)2 hereof. Participants may reproduce

and distribute such material, but shall not publish it with a view to profit, except as agreed by the Executive Committee, acting by unanimity.

(m) *Authors.* Each Participant shall, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation with its authors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(n) *Access to Information and Reports.* Task Participants shall be entitled without charge to have access to the information and reports produced by the Operating Agent for the Annex. The Executive Committee shall lay down guidance as to the use any Task Participant may make of the information and, where appropriate, the charges to be imposed.

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

Article 11

LEGAL RESPONSIBILITY AND INSURANCE

(a) *Liability of the Operating Agent.* The 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 approved by the Executive Committee and undertaken with common funds for a Task shall be charged to the Budget of that 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.* The 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) *Responsibility of the 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 any damage to property and all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

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

Article 12

LEGISLATIVE PROVISIONS

(a) *Accomplishment of Formalities.* Each Participant 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 conduct the Task in which it is engaged.

(b) *Appropriation of Funds and 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/or applicable, and to the constitutions, laws and regulations applicable to the respective Participants, 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, together with any amendments thereto, be binding upon 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.

(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 three arbitrators to be chosen by the Participants concerned who shall also choose the Chairman of the tribunal. Should the Participants concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the International Court of Justice 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 concerned. Operating Agents which are not Participants shall be regarded as Participants for the purpose of this paragraph.

Article 13

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties:* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to:

- 1) the governments of both OECD member or OECD non-member countries;
- 2) the European Communities;
- 3) international organizations in which the governments of OECD member countries and/or OECD non-member countries participate; and
- 4) any national agency, public organization, 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.

(b) *Conditions of Participation.* The Executive Committee shall establish the terms and conditions for the admission, participation and withdrawal of Contracting Parties, including their rights and obligations, subject always to the IEA Framework.

(c) *Admission of New Participants in Tasks.* Any Participant may, with the agreement of the Contracting Parties in a specific Task, acting by unanimity, become a Task Participant in that Task. Such participation shall become effective upon the Participant's giving the Executive Director of the Agency a Notice of Participation in the appropriate Annex and the adoption of consequential amendments thereto.

(d) *Contributions.* The Executive Committee may require, as a condition to admission to participation, that the new Participant or new Task Participant shall contribute (in the form of cash, services, materials or intellectual property) 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 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 paragraph (b) above and in accordance with the procedure provided therein.

(f) *Withdrawal.* Any Contracting Party 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 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, where the other Contracting Parties have contributed to common funds for a Task, their proportionate shares in the Task Budget shall be adjusted to take account of such withdrawal. Furthermore, in any Annex with an identified pilot phase to explore the feasibility and precise nature of further work under the Annex, any Task Participant may withdraw from such Annex by giving a written Notice of Withdrawal to the Executive Director of the Agency upon termination of its pilot phase.

(g) *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 change in status of a Contracting Party significantly affects 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 (f) 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, having given the Executive Director of the Agency a Notice of Participation in one or more Annexes.

(h) *Failure to Fulfil Contractual Obligations.* Any Participant which fails to fulfil its obligations under this Agreement within sixty (60) 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 14

SPONSORS

Admission of Sponsors.

- (a) Upon the invitation of the Executive Committee, acting by unanimity, participation in this Agreement shall be open to Sponsors, as set forth in the IEA Framework.
- (b) 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) Sponsors may withdraw from the Implementing Agreement under the same procedures and conditions provided for Contracting Parties in Article 13(f) of this Implementing Agreement.

Article 15

FINAL PROVISIONS

- (a) *Initial Signature Period.* This Agreement shall be open for signature until 15th November, 1993, by any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government).
- (b) *Term of Agreement.* This Agreement shall enter into force upon signature by two or more Contracting Parties and shall remain in force for an initial period of five years. The term of the Agreement may be extended for such additional periods as may be determined by the Executive Committee, acting by unanimity, with the prior approval of the CERT. The Executive Committee may, acting by unanimity, terminate this Agreement at any time.
- (c) *Legal Relationship of Participants and Task Participants.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Participants or Task Participants.
- (d) *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 operation of the Task, 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 12(d) hereof, for which purpose a former Task Participant shall be regarded as a Task Participant.
- (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 Contracting Parties who are 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 and to the Operating Agents. A copy of this Agreement shall be furnished to each Participant, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 28th day of September, 1993.
(As amended to 13 October 2006,
and again on 23 October 2009)

LIST OF CONTRACTING PARTIES **(as of 2 March 2010)**

THE ENERGY RESEARCH AND DEVELOPMENT CORPORATION (ERDC) (Australia)¹

The Verband der Electrizitätswerke Österreichs (VEÖ) (Austria)
replaced by **THE GRAZER ENERGIEAGENTUR GESMBH (GEA)**

The University of Leuven (K.U.L.) - Energy Institute
replaced by **THE UNIVERSITY OF GHENT**

THE DEPARTMENT OF NATURAL RESOURCES (Canada)

The Ministry of Energy, Danish Energy Agency
replaced by the Ministry of Environment and Energy, Danish Energy Agency,
then by **THE MINISTRY OF ECONOMY 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**

**LE MINISTERE DE L'INDUSTRIE, DES POSTES ET TELECOMMUNICATIONS ET DU COMMERCE
EXTERIEUR²**
(France)

THE PUBLIC POWER CORPORATION³

THE BUREAU OF ENERGY EFFICIENCY, MINISTRY OF POWER (India)

¹ It appears that The Energy Research and Development Corporation has not existed for some time. ERDC was acting as the Australian Contracting Party on behalf of a consortium of Australian organizations. The consortium included the following organizations: the Energy Research and Development Corporation, the Electricity Supply Association of Australia, Australian Capital Territory Electricity and Water, CitiPower, the Electricity Trust of South Australia, the Hydro-electric Commission of Tasmania, Illawarra Electricity, Northern Rivers Electricity, Pacific Power, the Queensland Transmission and Supply Corporation, the Snowy Mountains Hydro-electric Authority, the South-east Queensland Electricity Board, Sydney Electricity, Western Power Corporation.

Australia is currently participating in Annex XV. The Australian delegate, Dr. Harry Schaap, of Energy & Environmental Management Services, has attended meetings regularly for many years and was elected Vice-Chair at the Executive Committee meeting of 19-21 October 2005.

² Although France is still an active member of the Agreement, this Ministry no longer exists. The French Executive Committee delegate is from ADEME (Agence de l'Environnement et de la Maîtrise de l'Energie).

³ The Executive Committee, at its meeting on 15-16 April 2004, approved a change of the Greek Contracting Party to The Ministry of Development, Energy Department. However, no official letter has been received from the Greek government confirming such change.

ENEL S.p.A.
replaced by CESI – Centro Elettrotecnico Sperimentale Italiana S.p.A.,
which was then replaced by CESI Ricerca S.p.A.,
which changed its name to **ENEA – RICERCA SUL SISTEMA ELETTRICO (ERSE)**

The Ministry of Trade, Industry and Energy⁴ (Korea)
the name of which was changed to the **MINISTRY OF COMMERCE, INDUSTRY AND ENERGY**

The Netherlands Agency for Energy and the Environment (NOVEM)
renamed following merger with Senter to SenterNovem,
which changed its name to NL Agency,
renamed following a merger with EVD, The Netherlands Patent Office to **NL AGENCY**

ENERGY EFFICIENCY AND CONSERVATION AUTHORITY (New Zealand)

The Norwegian Water Resources and Energy Administration (NVE)
which later changed its name to The Norwegian Water Resources and Energy Directorate (NVE)
and was subsequently replaced by **ENOVA SF**

The Ministry of Industry and Energy (Spain)
which later changed its name to **THE MINISTRY OF SCIENCE AND TECHNOLOGY**⁵

The Swedish National Board for Industrial and Technical Development (NUTEK)
replaced by the Swedish National Energy Administration,
which later changed its name to **THE SWEDISH ENERGY AGENCY**

The Department of Trade and Industry
replaced by the Department of the Environment Transport and the Regions,
then by **THE DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS (DEFRA)**

The Government of the United States of America
replaced by **THE UNITED STATES DEPARTMENT OF ENERGY**

SPONSORS

JAPAN FACILITY SOLUTIONS (JFS)

⁴ Korea signed as an Associate Contracting Party and now has full Contracting Party status.

⁵ The Minutes of the Executive Committee meeting of 14-15 October 2003 mention on page 3 that “the formalities to change the Contracting Party from UNESA to Red Electrica is underway.” However, the Legal Office has no record that UNESA was ever the Contracting Party. Our records show no further communication on this subject.

CONTRACTING PARTIES SINCE WITHDRAWN

The New Energy and Industrial Technology Development Organization (NEDO) (Japan)
(replaced by the Heat Pump and Thermal Storage Technology Center of Japan (HPTCJ))⁶

⁶ Japan withdrew from the Agreement effective as of 15 September 2006.

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.