

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT

FOR

CLIMATE TECHNOLOGY INITIATIVE

(as amended with effect from 23 April 2008)

INTERNATIONAL ENERGY AGENCY
IMPLEMENTING AGREEMENT
FOR
CLIMATE TECHNOLOGY INITIATIVE
(as amended with effect from 23 April 2008)

TABLE OF CONTENTS

PREAMBLE.....	3
Article 1 - DEFINITIONS	4
Article 2 - OBJECTIVE AND PROGRAMME ACTIVITIES.....	5
Article 3 - IMPLEMENTATION OF THE PROGRAMME.....	6
Article 4 - THE EXECUTIVE COMMITTEE.....	7
Article 5 - THE PROGRAMME MANAGER.....	10
Article 6 - FINANCE.....	11
Article 7 - INFORMATION AND INTELLECTUAL PROPERTY	12
Article 8 - LEGISLATIVE PROVISIONS.....	13
Article 9 - ADMISSION, PARTICIPATION AND WITHDRAWAL OF PARTICIPANTS	13
Article 10 - FINAL PROVISIONS	15
EXHIBIT A – IEA FRAMEWORK FOR INTERNATIONAL ENERGY TECHNOLOGY CO-OPERATION	17

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT

FOR

CLIMATE TECHNOLOGY INITIATIVE

(as amended with effect from 23 April 2008)

PREAMBLE

AGREEMENT by and among the Participants, as hereinafter defined, in this Agreement.

WHEREAS the governments of IEA Member countries, as hereafter defined, agreed in Article 41 of the I.E.P. Agreement (as hereinafter defined) to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement;

WHEREAS the Contracting Parties wish to establish and operate an Annual Programme of Work, as hereinafter defined and as set forth in this Agreement;

WHEREAS the Governing Board of the IEA on 14 July 2003 approved the Annual Programme of Work as a special activity under Article 65 of the I.E.P. Agreement and the establishment of the IEA Implementing Agreement for Climate Technology Initiative;

WHEREAS the IEA Framework on International Energy Technology Co-operation was approved by the Governing Board on 3 April 2003;

WHEREAS the governments of Austria, Canada, Denmark, Germany, Japan, Norway, the United Kingdom and the United States have signed and ratified the United Nations Framework Convention on Climate Change (UNFCCC), are cognizant of the UNFCCC objective to achieve stabilization of greenhouse gas concentrations in the earth's atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system and have undertaken to "take all practicable steps to promote, facilitate and finance, as appropriate, the transfer of, or access to, environmentally sound technologies and know-how to other Parties, particularly developing country Parties, to enable them to implement the provisions of the UNFCCC";

WHEREAS the Participants, conscious of their individual and joint responsibilities to address environmental issues, including those associated with global climate change, desire to cooperatively engage in a series of activities, which will be focused around facilitating the development and diffusion of environmentally sound technologies and practices, including the development and enhancement of endogenous capacities, particularly in developing and transition countries; and

WHEREAS the Participants desire to further advance the transfer of technologies to developing and transition countries according to the IEA Shared Goals, by means of co-operative activities relating to the facilitation of the development and diffusion of environmentally sound technologies and practices, particularly among developing and transition countries, including the development of the necessary endogenous capacities to ensure the adoption, operation, and maintenance of such environmentally sound technologies and practices;

NOW THEREFORE the Participants hereby agree as follows:

Article 1

DEFINITIONS

- 1.1 *Activity Leader* shall mean the individual or entity responsible for the co-ordination of a Programme Activity within the Annual Programme of Work.
- 1.2 *Agency* or *IEA* shall mean the International Energy Agency.
- 1.3 *Annex* shall mean an addendum to this Agreement and an integral part thereof, which sets forth the manner, including the financial undertakings, and other means of support, by which the activities, object of the Annex, shall be implemented by the Participants.
- 1.4 *Annual Programme of Work* shall refer to the working plan for each year carried out under this Agreement and its Annexes, if any.
- 1.5 *Annual Report* shall mean a report covering progress of programmes and projects of this Agreement and its Annexes, if any, during the period from 1 January to 31 December of each year.
- 1.6 *CERT* shall mean the Committee on Energy Research and Technology of the IEA.
- 1.7 *Contracting Party* shall mean a government or any entity designated by a government, the European Communities or an international organisation, which has signed or acceded to, and has not withdrawn from, this Agreement.
- 1.8 *Executive Committee* shall mean the committee established pursuant to Article 4 herein.
- 1.9 *Financial Year* shall mean the 12-month period from 1 January to 31 December of each year.
- 1.10 *Governing Board* shall mean the Governing Board of the IEA.
- 1.11 *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.
- 1.12 *I.E.P. Agreement* shall mean the Agreement on an International Energy Program dated 18 November 1974, as amended.
- 1.13 *IEA Member countries* shall mean the member countries of the IEA.
- 1.14 *OECD* shall mean the Organisation for Economic Co-operation and Development.
- 1.15 *Participant* shall mean a signatory of this Agreement, whether *Contracting Party* or *Sponsor*.
- 1.16 *Programme Activity* shall mean a part of the Annual Programme of Work in which some, but not all, Participants to this Agreement may choose to participate.

1.17 *Programme Manager* shall mean the legal entity appointed by the Executive Committee to manage the Annual Programme of Work under this Agreement.

1.18 *Programme Secretariat* shall mean the entity appointed by the Executive Committee to provide administrative assistance to the Executive Committee and the Programme Manager for the carrying out of this Agreement.

1.19 *Sponsors* shall mean Participants in this Agreement which either are (a) entities of OECD member countries or OECD non-member countries, which are not designated by the governments of their respective countries to participate in this Agreement; and (b) non-intergovernmental international entities in which one or more entities of OECD member countries or OECD non-member countries participate.

Article 2

OBJECTIVE AND PROGRAMME ACTIVITIES

2.1 *Objective.* - The objective of this Agreement is to allow OECD Member countries and OECD non-Member countries to work together to foster international co-operation for accelerated development and diffusion of climate-friendly and environmentally sound technologies and practices, also taking into account other relevant IEA activities.

Within this objective, the Participants shall implement a broad range of co-operative activities in partnership with developing and transition countries, the UNFCCC and, in particular, the Expert Group on Technology Transfer (EGTT) of the UNFCCC, relevant IEA Implementing Agreements and other international organizations or initiatives. Where applicable, the activities and tasks under this Agreement shall be consistent with the framework for technology transfer set forth by the Marrakech Accords as adopted at the 7th Conference of the Parties of the UNFCCC, namely:

- Technology needs and needs assessment
- Technology information
- Enabling environments, and
- Capacity building.

2.2 *Programme Activities.* - The Annual Programme of Work shall be implemented through co-ordinated activities, co-operatively determined and supported by all Participants within the framework of this Agreement. The Annual Programme of Work shall be co-ordinated, as appropriate, with the activities being pursued by the IEA and its other Implementing Agreements, the UNFCCC, including the EGTT, and other relevant international organizations in order to avoid duplication and to leverage efforts.

2.2.1 The Annual Programme of Work shall include the following six core activities:

- (a) Co-operation with developing and transition countries in conducting and completing technology needs assessments;

- (b) Seminars and symposia, where possible involving private sector partners, to promote awareness of climate-friendly and environmentally sound technologies and to promote partnerships and technology transfer;
- (c) Co-operation with developing and transition countries, where possible involving private sector partners, in exploring how to implement actions in direct response to the technology needs assessments outputs obtained under Article 2.2.1(a);
- (d) Training courses, including outreach activities, to achieve capacity building;
- (e) Information dissemination; and
- (f) Support activities provided by the Programme Manager and Programme Secretariat, including general support, communication, publication and maintenance of the website.

2.2.2 All activities shall be planned in their entirety with all Participants to ensure effectiveness, consistency and coherence of these activities with the objectives stated in Article 2.1 above. Participants may actively join one or more selected activities described in Article 2.2.1 above.

Article 3

IMPLEMENTATION OF THE PROGRAMME

3.1 *Activity Co-ordination* - The Programme Manager, as directed by the Executive Committee, shall be responsible for the overall implementation of the Annual Programme of Work. He shall be supported by the Programme Secretariat.

Each of the core activities, described in Article 2.2.1 and being part of the Annual Programme of Work, shall be co-ordinated by an Activity Leader.

3.2 *Annexes*. Participants reserve the right to establish one or more Annexes to this Agreement should some, but not all, Participants wish to carry out one or more specific activities within the Annual Programme of Work, as it may be amended.

Article 4

THE EXECUTIVE COMMITTEE

4.1 *Functions and Responsibilities.* - The Executive Committee shall be responsible for supervising the work to be performed by the Participants and, in particular, shall, by unanimous vote:

- (a) Approve the Annual Programme of Work and the budget;
- (b) Establish the terms and conditions of participation of Participants, subject to the IEA Framework;
- (c) Establish the terms of the contribution for scientific and technical information, know-how and studies, manpower, and capital investment or other forms of financing to be provided by each Participant for the implementation of this Agreement;
- (d) Approve amendments to the text of this Agreement;
- (e) Approve the establishment of Annexes and their initial term, and of all amendments thereto; and
- (f) Approve the provisions and procedure relating to information and intellectual property established by the Participants pursuant to Article 7.1 herein.

In addition, the Executive Committee shall, by super-majority vote, as defined in Article 4.4.5 herein:

- (g) Appoint an entity as Programme Manager, establish its responsibilities and approve any modification thereto; and
- (h) Appoint a Programme Secretariat and, in collaboration with the Programme Manager, establish its responsibilities and approve any modification thereto.

4.2 *Membership.* The Executive Committee shall consist of one member designated by each Contracting Party. Each Contracting Party shall also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

Should the Executive Committee agree, by unanimous vote, to admit one or more Sponsors to participate in this Agreement, each Sponsor shall also designate a member and alternate member to serve on the Executive Committee.

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

- (a) The Executive Committee shall, by unanimous vote, elect from among the Contracting Parties a Chair and up to two Vice-Chairs, each for a term of two years. These terms shall be renewable once by unanimous vote of the Executive Committee;

(b) At least twenty-one days before each meeting of the Executive Committee, all documentation made available to the Executive Committee members, notice of the venue, time and agenda of the meeting shall be given to each Contracting Party and to any other person or entity entitled to attend the meeting, including the IEA Secretariat in an advisory capacity and a representative of the Programme Manager;

(c) In the event an Executive Committee member entitled to vote, or its designated alternate, is unable to be present at an Executive Committee meeting, such Executive Committee member may communicate its vote on decisions or recommendations, as may be required, in writing (by mail, e-mail, fax or other means of electronic transmission), by addressing and delivering such communication to the Chair of the Executive Committee at least five (5) calendar days prior to the date of such meeting;

(d) Upon the reasonable suggestion of any Executive Committee member, decisions and recommendations can be made by written procedure, without the need for calling a meeting. In that case, the Executive Committee chair shall ensure that (i) all Executive Committee members receive the necessary documentation in relation to each decision or recommendation, and (ii) be given twenty-one (21) days from the date of delivery of the written procedure notice, including the documentation above, to express their vote in writing (by mail, e-mail, fax or other means of electronic transmission).

(e) The Executive Committee shall ensure that draft minutes, agreed to by the Chair, are distributed promptly after each meeting to each person or entity entitled to attend the meeting. Draft minutes shall be submitted for approval at the next Executive Committee meeting; and

(f) The IEA Secretariat shall be invited to attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity.

4.4 *Voting.*

4.4.1 Each government, international organisation or the European Communities having designated one or more Contracting Parties shall have one vote on the Executive Committee, irrespective of the number of Contracting Parties that they respectively have designated.

4.4.2 Each Sponsor representative shall have a right to vote, if so decided by the Executive Committee upon unanimous vote, and according to the terms and conditions established by the Executive Committee.

4.4.3 Each vote of any Participant entitled to vote shall be given either at an Executive Committee meeting or in writing, according to Article 4.3 (c) and (d), as the case may be. However, decisions or recommendations are validly taken by the Executive Committee only upon expression of a number of affirmative votes equal to the majority of all the members of the Executive Committee. Abstentions shall be considered as a non-vote and shall not block an otherwise unanimous, super-majority or majority vote.

4.4.4 An unanimous vote, wherever required in this Agreement, shall mean the affirmative vote of all voting Participants who have signed, and have not withdrawn from, this Agreement.

4.4.5 A super-majority vote, wherever required by this Agreement, shall mean the affirmative vote of two-thirds of the voting Participants plus one (less any resulting fractions).

4.4.6 A majority vote, wherever required by this Agreement, shall mean the affirmative vote of one-half of the voting Participants plus one (less any resulting fraction).

4.4.7 The Executive Committee shall adopt, by a super-majority vote of the voting Participants, decisions or recommendations for which no express voting provision is made in this Agreement.

4.4.8 Each time one or more votes are provided in writing, the Chair of the Executive Committee shall (i) communicate the results of the written vote to all Participants at the relevant Executive Committee meeting, and (ii) ensure that such results are recorded in the minutes of such meeting.

4.5 *Reports.* The Executive Committee shall submit to the IEA:

4.5.1 As soon as such events become effective, notifications of any admissions and withdrawals of Contracting Parties, any changes in the names or status of Participants, any changes in the members of the Executive Committee or of the Programme Manager or any amendments to an Implementing Agreement and Annex thereto;

4.5.2 The Annual Report on the progress of the activities under this Agreement and any Annex for the preceding Financial Year no later than 28 February each year;

4.5.3 Precise information, on an annual basis, on:

- (a) the names and contact details of all current Participants;
- (b) the names and contact details of all Participants who may have withdrawn from this Agreement or any Annex in the year covered by the Annual Report;
- (c) the names and contact details of all new Participants who may have joined this Agreement or any Annex in the year covered by the Annual Report;
- (d) any changes in the names or status of any Participant;
- (e) the names and contact details of the Executive Committee members, alternate members and the Programme Manager; and
- (f) any amendments to the text of this Agreement and any Annex thereto.

4.5.4 No less than six (6) months prior to the term of this Agreement, an End-of-Term Report, which shall include all the information and documentation required by Decisions of the CERT then in effect and relating thereto; and

4.5.5 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 5

THE PROGRAMME MANAGER

5.1 *Designation.* Participants shall designate a Programme Manager for the implementation of this Agreement, and a Programme Manager for each Annex, if any. The Programme Manager(s) shall carry out the functions and assume the responsibilities established by the Executive Committee and by this Agreement.

5.2 *Acceptance of Functions.* Each Programme Manager shall signify acceptance of its functions and responsibilities under this Agreement or the relevant Annex by providing a Notice of Acceptance to the Office of the Legal Counsel of the IEA acting on behalf of the Executive Director of the IEA.

5.3 *Representation.* Subject to the terms of this Agreement or of the relevant Annex:

(a) All legal acts required to carry out the activities under this Agreement or an Annex shall be performed by the Programme Manager on behalf of the Participants; and

(b) The Programme Manager shall hold, for the benefit of the Participants, the legal title to all property rights which may accrue to or be acquired for this Agreement or an Annex.

5.4 *Reimbursement of Costs.* The Executive Committee may provide that expenses and costs incurred by a Programme Manager for the performance of its functions under this Agreement, or any Annex thereof, shall be borne by the Participants, or by the Programme Manager.

5.5 *Replacement.* The Executive Committee may replace any Programme Manager by a unanimous vote.

5.6 *Resignation.* The Programme Manager shall have the right to resign at any time, by giving six (6) months written notice to that effect to the Executive Committee. Should a replacement be appointed before the expiry of such period of notice, the current Programme Manager shall cease its functions at an earlier date, as may be determined by the Chair of the Executive Committee. Should a replacement not be appointed after the expiry of such period of notice, the current Programme Manager shall continue to perform all its functions, with the same rights and obligations, for an additional maximum period of six (6) months.

5.7 *Reports, Accounting and Information.* The Programme Manager shall submit to the Executive Committee, no later than 14 February each year, (a) a report on the progress on activities under this Agreement or any Annex for the preceding Financial Year, (b) an accounting of any monies and other assets which it has spent, collected or acquired for the implementation of this Agreement or of any Annex for the preceding Financial Year, and (c) any additional information that the Executive Committee may request.

5.8 *Transfer of Rights.* Should a Programme Manager be appointed to replace the current Programme Manager, the latter shall transfer to the newly appointed Programme Manager any property rights which it may hold on behalf of the Participants. The Programme Manager shall work closely with the Programme Secretariat.

Article 6

FINANCE

6.1 *Individual Financial Obligations.* Each Participant shall bear all the costs it incurs in carrying out the work under this Agreement and its Annex(es), if any, including, but not limited to, the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with the work carried out under the Annual Programme of Work.

6.2 *Common Fund*

6.2.1 The Contracting Parties agree to establish a common fund, to be administered by the Programme Manager, to carry out the programme-wide core activities described in the Annual Programme of Work and any other activities within the scope of this Agreement, as may be determined upon unanimous vote by the Executive Committee.

(a) Each Participant shall pay Euro 10,000 (ten thousand) for each year of participation in this Agreement, to be paid annually on 1st January or as soon as feasible, but in any case no later than 30 June. However, for the first year of participation, each Participant shall pay a financial contribution of (i) Euro 10,000 (ten thousand), if the effective date of its first year participation occurs between 1st January and 30 June, or (ii) Euro 5,000 (five thousand) if it occurs between 1st July and 31st December. For the participation of each subsequent year, a contribution of Euro 10,000 (ten thousand) will be made annually on 1st January or as soon as feasible, but in any case no later than 30 June.

(b) If, at the end of a Financial Year, the total amount of contributions by Participants for that year has not been completely expended, the surplus shall be automatically allocated to the Annual Programme of Work or to other activities of the following Financial Year, as determined upon unanimous vote by the Executive Committee. However, any Participant may request in writing to the Executive Committee Chair by 28 February of the following Financial Year, to have refunded its proportionate contribution for the Financial Year in

which the surplus occurred. Neither the refund nor the allocation of the surplus to the following Financial Year will affect the obligation of each Participant to pay its annual contribution for the following Financial Year mentioned in Paragraph (a) above.

6.2.2 In addition, each Participant shall identify, for inclusion in the Annual Programme of Work, activities which it wants to support or participate in, and its financial commitments to such activities. These commitments may consist of cash contributions, in-kind contributions or any combination thereof.

6.2.3 To allow for the development of the Annual Programme of Work and budget prior to 30th November as required under Article 4 herein, each Participant shall notify the Programme Manager by 15th November each year of its planned financial contributions to the common fund as well as any cash and/or in-kind contributions to specific activities in which it plans to participate.

6.3 *Financial Rules, Expenditure.* The Executive Committee, acting by unanimity, may make such regulations as are required for the sound financial management of each activity.

6.4 *Accounting.* The system of accounts employed by the Programme Manager shall conform to accounting principles generally accepted in the country of the Programme Manager and shall be consistently applied.

6.5 *Financial Procedures on Dissolution or Termination of this Agreement.* In case of dissolution or termination of this Agreement, unused common funds shall be allocated to Participants based on the proportion of their respective cumulative contribution from the date of first participation of each Participant prior to dissolution or termination, plus additional contributions received during the year. Expenditures would be allocated likewise. Unused grant funds shall be returned to the bank account of the original donor upon the donor's written instructions.

6.6 *Taxes.* The Participants and the Programme Manager shall be subject to all applicable national or local taxes, duties and impositions in connection with the implementation of this Agreement and its Annexes, if any.

6.7 *Audit.* Each Participant shall have the right, at its sole cost, to audit the accounts of any work under this Agreement for which common funds are maintained.

Article 7

INFORMATION AND INTELLECTUAL PROPERTY

7.1 *Information and Intellectual Property.* The Participants shall establish the necessary provisions and procedure relating to the use of proprietary information, the right to publish information, the licensing of inventions and the copyright of material other than the material referred to in Article 7.2 below.

7.2 *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).

Article 8

LEGISLATIVE PROVISIONS

8.1 *Accomplishment of Formalities.* Each Participant shall request the appropriate authorities of its country (or its Member States in the case of an international organisation) 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 activities under this Agreement.

8.2 *Appropriation of Funds and Applicable Laws.* In carrying out this Agreement and its Annex(es), if any, the Contracting Parties 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 Contracting Parties, 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.

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

Should the Participants fail to agree upon the choice of the arbitrator within thirty (30) days of notice of arbitration, the President of the Permanent Court of Arbitration in The Hague shall, at the request of any Participant, exercise those responsibilities. The arbitrator 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. A Programme Manager which is not a Participant shall be regarded as a Participant for the purpose of this Paragraph, where the Programme Manager is a party to the dispute.

Article 9

ADMISSION, PARTICIPATION AND WITHDRAWAL OF PARTICIPANTS

9.1 *Admission of New Contracting Parties.* Upon the invitation of the Executive Committee, acting by unanimous vote, admission to this Agreement shall be open to:

- (a) The governments of both OECD member and 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.

9.2 The Executive Committee shall establish the terms and conditions for the admission, participation and withdrawal of the Contracting Parties in this Agreement and its Annex(es), including their rights and obligations. However, 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.

9.3 *Admission of Sponsors.* 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.

Participation of Sponsors requires prior approval by the CERT. The terms and conditions, including rights and obligations, of Sponsors' participation in this Agreement and its Annexes, if any, shall be established by the Executive Committee. However, no Sponsor shall have greater rights than Contracting Parties from OECD non-member countries and no Sponsor shall be designated Chair or Vice-chair of this Agreement.

9.4 *Replacement of Contracting Parties.* Upon the request of a government, a Contracting Party designated by that government may be replaced by another party, provided that the Executive Committee agrees by unanimous vote. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in Article 9.1 above and in accordance with the procedure provided therein.

9.5 *Withdrawal.* Any Contracting Party may withdraw from this Agreement (a) at any time with the agreement of the Executive Committee, expressed by unanimous vote, or (b) by giving twelve (12) months written Notice of Withdrawal to the Executive Director of the IEA, such Notice to be given not less than one year after the date hereof. The withdrawal of any

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, their proportionate shares in the budget shall be adjusted to take account of such withdrawal.

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

9.6 *Change of Status of Contracting Party.* A Contracting Party other than a government or an international organisation shall forthwith notify the Executive Committee and the IEA Secretariat of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine, by super-majority vote, whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties and take the appropriate actions.

9.7 *Failure to Fulfil Contractual Obligations.* Should any Participant fail to fulfil its obligations under this Agreement, the Executive Committee shall give that Participant written notice, specifying the failure and invoking this Paragraph. If, sixty (60) days after receipt of such notice, the Participant remains in default of its obligations, the Executive Committee, upon unanimous vote, may deem the Participant to have withdrawn from this Agreement and shall so notify the Participant in writing.

Article 10

FINAL PROVISIONS

10.1 *Term of Agreement.* This Agreement shall enter into force upon signature by at least two Contracting Parties and shall remain in force for an initial period of three (3) years. Subject to approval of the CERT, this Agreement may be extended for additional periods of up to five years each, as may be determined by the Executive Committee, acting by unanimous vote. Notwithstanding the provision set forth in this Paragraph, the Executive Committee may, acting by unanimous vote, terminate this Agreement at any time.

10.2 *Amendment.* This Agreement and any of its Annexes may be amended at any time by the unanimous vote of the Executive Committee. Such amendments shall enter into force in the manner determined by the Executive Committee, subject to the IEA Framework. All amendments to this Agreement or any of its Annexes shall be integrated into a new electronic version of the Agreement of Annex and shall be distributed according to Article 10.4 below.

10.3 *Applicable Rules.* The IEA Framework and any amendments thereto shall be binding upon the Participants which have signed or acceded to, and not withdrawn from, this Agreement.

10.4 *Deposit.* The Executive Committee Chair shall deposit the original of this Agreement and of each Annex, if any, and all amended versions thereof, in electronic form with the

Office of the Legal Counsel of the IEA acting on behalf of the Executive Director of the IEA and shall furnish a certified copy thereof to each Participant and the Programme Manager.

This Agreement entered into force on this 15th day of July, 2003.
Amended on 19 July 2004, and again on 23 April 2008.

CONTRACTING PARTIES

CONTRACTING PARTIES	SIGNATORIES	DATE
The Government of Australia	Mr. Drew Clarke, Deputy Secretary, Department of Resources, Energy and Tourism	23 March 2009
The Government of Austria	Dr. Bruno Zluwa, Head of Department of Energy and Mining, Austrian Federal Ministry of Economic Affairs and Labour	10 August 2004
The Government of Canada	Mr. Scott David Wade, Permanent Delegation of Canada to the OECD for the Office of Energy Research and Development, Natural Resources Canada	Signed 11 July 2003 (with effect from 15 July 2003)
The National Technology Agency of Finland – Tekes – for and on behalf of the Government of Finland	Mr. Veli-Pekka Saarnivaara, Director General, Tekes – The National Technology Agency of Finland	22 December 2004
The Government of Germany	Mr. Franzjosef Schafhausen, Federal Ministry for the Environment, Nature Conservation and Nuclear Safety	Signed 11 July 2003 (with effect from 15 July 2003)
The Government of Japan	Mr. Yoriko Kawaguchi, Minister for Foreign Affairs of Japan	19 September 2003 (By Accession)
The Government of the Republic of Korea	Mr. Kim, Hyun-Cheol, Director, Climate Change Division, Energy Policy Office, Ministry of Commerce, Industry & Energy	Signed 6 April 2006
The Government of Norway	Ms. Hæge Andenæs, Director General, Department for International Cooperation, Ministry of Environment	Signed 14 July 2003 (with effect from 15 July 2003)
The Government of Sweden	Mr. Tomas Kaberger, Director General, Swedish Energy Agency	Signed 15 October 2008
The Government of the United Kingdom of Great Britain and Northern Ireland	Ms. Sarah Hendry, Head of Global Atmosphere Division, Department for Environment Food and Rural Affairs	Signed 14 July 2003 (with effect from 15 July 2003)
The Government of the United States of America	Mr. John P. Millhone, Program Manager, Weatherization and International Program, Office of Energy Efficiency and Renewable Energy, United States Department of Energy	Signed 11 July 2003 (with effect from 15 July 2003)

(as of 23 March 2009)

CONTRACTING PARTIES SINCE WITHDRAWN

Danish Environmental Protection Agency, ¹ Danish Ministry of the Environment for and on behalf of the Government of Denmark	Mr. Thomas Becker, Danish Environmental Protection Agency, Danish Ministry of the Environment	15 September 2003
--	---	-------------------

¹ Denmark withdrew from the Agreement effective as of 17 March 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:

- (f) the names and contact details of all current Contracting Parties and Sponsors;
 - (g) 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;
 - (h) 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;
 - (i) any changes in the names or status of any Contracting Parties or Sponsors;
 - (j) the names and contact details of the Executive Committee members and the entity responsible for the operational management of the programme or project; and
 - (k) 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.