

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT  
FOR CO-OPERATION ON  
SPHERICAL TORI

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AGREEMENT by and between the Contracting Parties, as hereinafter defined.

WHEREAS the governments of IEA Member countries, as hereinafter 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 a Programme of Work, as hereinafter defined, and as set forth in this Agreement;

WHEREAS the Governing Board of the IEA (as hereinafter defined) on 18 June 2002 approved the Programme of Work as a special activity under Article 65 of the I.E.P. Agreement; and the establishment of the IEA Implementing Agreement on Spherical Tori;

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

CONSIDERING that the Spherical Torus confinement concept covers the physics regime of fusion relevant magnetized plasmas that connects the physics regimes of the Tokamak and the Compact Toroids (Spheromak and Field Reversed Configuration);

CONSIDERING that the European Atomic Energy Community (EURATOM) has responsibility for (or is participating in) the construction and operation of Spherical Tori in the United Kingdom and Italy, that the Japanese National Institutes of Natural Sciences (NINS) has responsibility for (or is participating in) the construction of Spherical Tori in Japan, and that the United States Department of Energy (USDOE) has responsibility for (or is participating in) the construction and operation of Spherical Tori in the US;

DESIRING to further fusion energy science and technology of Spherical Tori by means of co-operative actions relating to the further development of fusion power using the Spherical Torus as well as to their respective current projects in that field;

The Contracting Parties hereby agree as follows:

## *Article 1*

### **DEFINITIONS**

- 1.1 *Agency or IEA* shall mean the International Energy Agency.
- 1.2 *Annex* shall mean an addendum, if any, to this Agreement and an integral part thereof, which sets forth the manner, including the financial undertakings, and other means of support, by which the activities, which are the object of the Annex, shall be implemented by the Contracting Parties.
- 1.3 *Annual Report* shall mean a report covering the activities of the Programme of Work during the period from 1 January to 31 December each year.
- 1.4 *CERT* shall mean the Committee on Energy Research and Technology of the IEA.
- 1.5 *Contracting Party* shall mean any party which has signed or acceded to this Agreement pursuant to the decisions of the Governing Board and/or the CERT, and has not withdrawn from this Agreement.
- 1.6 *End of Term Report* shall mean a report prepared for the IEA Working Party's endorsement and CERT approval at the end of the initial term and each subsequent term of this Agreement, and which covers the Agreement's past achievements and future plans.
- 1.7 *Executive Committee* shall mean the committee established pursuant to Article 4 herein.
- 1.8 *Governing Board* shall mean the Governing Board of the IEA.
- 1.9 *IEA Framework* shall mean the IEA Framework for International Energy Technology Co-operation adopted by the Governing Board on 3 April 2003. The IEA Framework is attached as Exhibit A to this Agreement and is an integral part thereof.
- 1.10 *I.E.P. Agreement* shall mean the Agreement on an International Energy Program dated 18 November 1974, as amended.
- 1.11 *IEA Member countries* shall mean the member countries of the IEA.
- 1.12 *International Organisation* shall mean an Intergovernmental Organisation established by States and/or International Governmental Organisations under International Law.
- 1.13 *OECD* shall mean the Organisation for Economic Co-operation and Development.
- 1.14 *Programme Manager* shall mean the legal entity appointed by the Executive Committee to manage the Programme of Work under this Agreement and / or each of its Annexes, if any.
- 1.15 *Participant* shall mean a signatory of this Agreement, whether Contracting Party or Sponsor.
- 1.16 *Programme of Work* shall mean the overall plan of activities to be implemented under this Agreement and Annexes.

## *Article 2*

### **OBJECTIVE**

The objective of this Agreement is to enhance the effectiveness and productivity of fusion energy science and technology by strengthening co-operation among Spherical Torus Research Programs and Facilities, and thus to contribute to and extend the scientific and technology data base of toroidal confinement concepts to the Spherical Torus physics regime, and to provide a scientific and technological basis for the successful development of fusion power using the Spherical Torus.

## *Article 3*

### **IMPLEMENTATION OF THE AGREEMENT**

The Contracting Parties shall carry out the activities under this Agreement, as may be specified in Annexes thereto, in accordance with the Programme of Work adopted each year by the Executive Committee provided for in Article 4 below.

## *Article 4*

### **THE EXECUTIVE COMMITTEE**

4.1 *Functions and Responsibilities.* The Executive Committee shall be responsible for steering the activities to be performed by the Contracting Parties under this Agreement and in particular shall, upon unanimous vote:

- (1) approve the activities to be carried out under this Agreement and its Annexes, if any, and the budget;
- (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 Contracting Party to the Implementing Agreement;
- (3) propose amendments to the text of the Implementing Agreement for the Contracting Parties' approval;
- (4) approve the establishment of Annexes and any amendments thereto.

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

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

- (1) The Executive Committee shall elect a Chair and a vice-Chair for a term of two years, renewable once;
- (2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. In particular, there may be established Advisory Committees for Management and Administrative matters and for Technical matters;
- (3) The Executive Committee shall meet in regular session at least once each year; a special meeting shall be convened upon the request of any Contracting Party or any Programme Manager which can demonstrate the need therefor;
- (4) Meetings of the Executive Committee shall be held at such time and in such location as may be decided by the Executive Committee;
- (5) At least twenty-eight (28) days before each meeting of the Executive Committee, notice of the venue, time and agenda of the meeting shall be given by the Chair to each Contracting Party and to any other person or entity entitled to attend the meeting, including one or more representatives of the IEA in an advisory capacity and a representative of the Programme Manager. Any additional documentation shall be transmitted to each Contracting Party and to any other person or entity entitled to attend the meeting at least fifteen (15) days before the meeting;
- (6) Unless otherwise provided in this Agreement, the quorum for the validity of any decision taken by the Executive Committee, either in its meetings or by written procedure, shall be the majority of all Contracting Parties;
- (7) The secretariat of the Executive Committee shall ensure that draft minutes, agreed to by the Chair, are distributed timely after each meeting to each person or entity entitled to attend the meeting for comments. Thereafter, the draft minutes will be submitted for approval at the following Executive Committee meeting;
- (8) One or more representatives of the IEA shall be invited to attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity.

#### 4.4 *Voting.*

- (1) Each Government, International Organisation or the European Communities participating in this Agreement may designate only one Contracting Party. Each Contracting Party shall have one vote on the Executive Committee regardless of the number of members that it has designated to serve on the Executive Committee.
- (2) Where this Agreement sets forth that a decision can only be adopted by the Executive Committee by unanimous vote, the vote of all Contracting Parties is required. Abstentions shall not block an otherwise unanimous decision. If the two members and the alternate member designated by a Contracting Party are unable to attend a meeting of the Executive Committee where a decision or recommendation shall be subject to a vote, they may cast their vote by mail, telex

or cable, or other means of electronic transmission, at least five working days before the date of the Executive Committee meeting.

(3) The Executive Committee shall adopt by consensus decisions for which no express voting provision is made in this Agreement. Should the consensus process fail, such decisions shall be adopted by a majority vote of the Contracting Parties. Majority shall mean one-half of the Contracting Parties plus one (less any resulting fraction).

(4) Each Contracting Party may ask the Executive Committee Chair to adopt a decision or a recommendation in writing (by e-mail, fax or other means of electronic transmission) without the necessity for calling a meeting. However, such decisions or recommendations are validly taken in writing by the Executive Committee only upon expression of a number of votes equal to the majority of all Contracting Parties. Abstentions shall be considered as a non-vote and shall not block an otherwise unanimous or majority vote, as the case may be. The Chair of the Executive Committee shall i) ensure that all Executive Committee members receive the necessary documentation in relation to the proposed decision or recommendation; ii) give to the Executive Committee members at least twenty-one (21) days from the date of the delivery of the written procedure notice to express their vote in writing; iii) communicate the results of the written procedure to all Contracting Parties within fourteen (14) calendar days after the completion of the written procedure; and iv) ensure that the results of the written procedure are duly recorded in the minutes of the following Executive Committee meeting.

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

(1) As soon as such events occur, notifications of any admissions and withdrawals of Contracting Parties, any changes in the names or status of Contracting Parties, any changes in the members and alternate 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;

(2) Annual Reports on the progress of programmes and projects of the Implementing Agreement and any Annex no later than 31 January of the following year;

(3) Notwithstanding Paragraph (2) above, 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;
- (b) the names and contact details of all Contracting Parties who may have withdrawn from the Implementing Agreement in the year covered by the Annual Report;
- (c) the names and contact details of all new Contracting Parties who may have joined the Implementing Agreement in the year covered by the Annual Report;

- (d) any changes in the names or status of any Contracting Party;
  - (e) the names and contact details of the Executive Committee members and the Programme Manager; and
  - (f) any amendments to the text of this Agreement and any Annex thereto.
- (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
- (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.* Contracting Parties shall designate a Programme Manager for the implementation of this Agreement and / or each Annex, unless otherwise agreed by the Contracting Parties. References in this Agreement to a Programme Manager shall apply to all designated Programme Managers.

5.2 *Acceptance of functions.* Each Programme Manager shall accept its specific 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 *Role of the Programme Manager.* Subject to the provisions of this Agreement or of the relevant Annex the Programme Manager shall:

- (1) Enact all legal acts required to carry out the activities under this Agreement or an Annex on behalf of the Contracting Parties;
- (2) Hold, for the benefit of the Contracting Parties, the legal title to all property rights which may accrue to or be acquired for this Implementing Agreement or an Annex.

Each Programme Manager shall facilitate the activities to be carried out under this Agreement or the relevant Annex in accordance with this Agreement and the laws of the country of the Programme Manager or the laws of the country where the Annex is implemented if the Programme Manager is a foreign entity or an International Organisation.

5.4 *Reimbursement of Costs.* The Executive Committee may provide that expenses and costs incurred by a Programme Manager in acting as such pursuant to this Agreement



shall be reimbursed to the Programme Manager from funds made available by the Contracting Parties pursuant to Article 7.2 hereunder.

5.5 *Replacement.* The Executive Committee may, upon unanimous vote, replace a Programme Manager. The replacement Programme Manager shall accept its functions and responsibilities following the procedure as set forth in Article 5.2 above.

5.6 *Resignation.* A 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 Executive Committee. Should a replacement not be appointed by 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 *Accounting.* Each Programme Manager shall provide the Executive Committee with an accounting of any monies and other assets which it may have collected or acquired for the implementation of this Agreement or an Annex in the course of carrying out its responsibilities as Programme Manager.

Should the Programme Manager be replaced or resign as Programme Manager, it shall provide the Executive Committee with the accounting described in the Paragraph above.

5.8 *Transfer of Rights.* In the event that another Programme Manager is appointed pursuant to Paragraphs 5.5 or 5.6 above, the Programme Manager shall transfer to such replacement Programme Manager any property rights, moneys and other assets, which it may hold on behalf of the Contracting Parties.

5.9 *Information and Reports.* Each Programme Manager shall furnish to the Executive Committee such information concerning the implementation of this Agreement or of the relevant Annex as the Executive Committee may request and shall each year submit, not later than two months (2) after the end of the financial year, a report on the status of the implementation of this Agreement or of the relevant Annex.

## ***Article 6***

### **ASSIGNMENT OF PERSONNEL AND EQUIPMENT**

6.1 The Contracting Parties shall notify the Programme Manager of all assignments of personnel and equipment for the purpose of this Agreement and specify the plan for the use of the assigned equipment and the conditions for the assigned personnel.

6.2 The terms and conditions, including information and intellectual property provisions, liabilities, and transfer provisions for the use of the assigned equipment shall be agreed upon in writing between the concerned Contracting Parties. Each Party shall use its best efforts to obtain all permits and licenses required by the applicable laws and regulations for the implementation of this Agreement and any Annexes.

## *Article 7*

### **FINANCE**

7.1 *Individual Financial Obligations.* Unless otherwise agreed by the Contracting Parties in writing, each Contracting Party shall bear its own costs in carrying out the activities under this Agreement and any Annexes, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other *per diem* expenses.

7.2 *Common Financial Obligations.* Contracting Parties wishing to share the costs of implementing specific activities under an Annex shall agree in the appropriate Annex to do so. The apportionment of contributions to such costs (whether in the form of cash, services rendered, in-kind, intellectual property or the supply of material) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.

7.3 *Financial Rules, Expenditure.* The Executive Committee, upon unanimous vote, may make such regulations as are required for the sound financial management of the activities under this Agreement and each Annex including, where necessary:

- (1) Establishment of budgetary and procurement procedures to be used by the Programme Manager in making payments from any common funds which may be maintained by Contracting Parties for the account of an Annex or in making contracts on behalf of the Contracting Parties;
- (2) Establishment of minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payments of monies to the Programme Manager for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.

7.4 *Accounting.* The system of accounts employed by the Programme Manager shall be in accordance with accounting principles generally accepted in the country of the Programme Manager and consistently applied.

7.5 *Taxes.* The Programme Manager 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 this Agreement or an Annex, as expenditure incurred in the operation of this Agreement or that Annex under the Budget. The Programme Manager shall, however, endeavour to obtain all possible exemptions from such taxes.

7.6 *Audit.* Each Contracting Party shall have the right, at its sole cost, to audit the accounts of any work under this Agreement or an Annex for which common funds are maintained on the following terms:

- (1) The Programme Manager shall provide the Contracting Parties with an opportunity to participate in such audits on a cost-shared basis;

- (2) Accounts and records relating to activities of the Programme Manager other than those conducted for the purpose of this Agreement or of an Annex shall be excluded from such audit, but if the Contracting Party concerned requires verification of charges to the budget representing services rendered for this Agreement or the Annex by the Programme Manager, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Programme Manager;
- (3) Not more than one such audit shall be required in any financial year.

### *Article 8*

## **INFORMATION AND INTELLECTUAL PROPERTY**

8.1 *Information and Intellectual Property.* The Executive Committee shall establish, by unanimous vote, 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 Paragraph 8.2 below.

8.2 *OECD/IEA Copyrights.* The Contracting Parties 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 Contracting Parties 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 9*

## **LEGISLATIVE PROVISIONS**

9.1 *Accomplishment of Formalities.* Each Contracting Party 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.

9.2 *Applicable Laws.* In implementing this Agreement and its Annexes, 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.

9.3 *Settlement of Disputes.* Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement within thirty (30) days from the notice of one

Contracting Party to the other Contracting Party or Parties, shall be referred to a sole arbitrator to be chosen by the Contracting Parties in dispute.

Should the Contracting Parties 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 Contracting Party, exercise that responsibility. The arbitrator shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and his decision on a question of fact shall be final and binding. A Programme Manager which is not a Contracting Party shall be regarded as a Contracting Party for the purpose of this Paragraph, where the Programme Manager is a party to the dispute.

## ***Article 10***

### **ADMISSION, PARTICIPATION AND WITHDRAWAL OF CONTRACTING PARTIES**

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

- (1) the governments of both OECD member or OECD non-member countries;
- (2) International Organisations in which the governments of OECD member countries and/or OECD non-member countries participate; and
- (3) one single 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, provided that such governments or the European Communities are not already signatory to this Agreement.

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.

10.2 *Replacement of Contracting Parties.* With the agreement of the Executive Committee, by unanimous vote, 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 this Agreement and in the decisions of the Executive Committee.

10.3 *Withdrawal.* Any Contracting Party may withdraw from this Agreement either (a) by giving twelve 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 or (b) at an

earlier date with the agreement of the Executive Committee, upon unanimous vote. 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.

10.4 *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 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 and take the appropriate actions.

10.5 *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this Paragraph, may be deemed by the Executive Committee, upon unanimous vote, to have withdrawn from this Agreement.

## **Article 11**

### **EXPIRY OR TERMINATION OF THE AGREEMENT**

11.1 *Expiry or Termination of the Agreement.* The Executive Committee shall at least six months before the definitive expiry or announced termination of this Agreement establish a Special Working Group composed of representatives of all the Contracting Parties to propose appropriate measures with respect to material, intellectual property rights and information generated under this Agreement and Annex(es).

11.2 *Financial Procedures on Dissolution or Termination of this Agreement.* In case of dissolution or termination of this Agreement, unused common funds, if any, shall be allocated to the Contracting Parties based on the proportion of their respective cumulative contribution from the date of first participation of each Contracting Party, plus additional contributions received during the year. Expenditures would be allocated likewise.

## **Article 12**

### **FINAL PROVISIONS**

12.1 *Term of Agreement.* This Agreement shall enter into force upon signature by at least two Contracting Parties from IEA Member countries and shall remain in force for an initial period of five years. It may be extended for additional periods of up to five years, as may be determined upon unanimous vote of the Contracting Parties and upon approval

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

12.2 *Amendment.* This Agreement may be amended at any time upon unanimous vote of all Contracting Parties. Any Annex to this Agreement may be amended at any time upon unanimous vote of all Contracting Parties participating in the relevant Annex. Such amendments shall enter into force in a manner determined by the Contracting Parties in accordance with their respective internal procedures to adopt the amendments. All amendments to this Agreement or any of its Annexes shall be integrated into a new electronic version and distributed according to Paragraph 12.3 below.

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

12.4 *Deposit.* The Executive Committee Chair shall deposit the original of this Agreement and of each Annex, 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 each Programme Manager.

12.5 *Euratom territorial application.* This Agreement shall apply in so far as EURATOM is concerned to its Member States and to the countries participating in the EURATOM fusion programme as fully associated third States. For the purpose of this Agreement the fully associated third States shall be the following States: the Republic of Bulgaria, the Republic of Romania and the Swiss Confederation.

## ***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:

(g) the names and contact details of all current Contracting Parties and Sponsors;

(h) 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;

(i) 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;

(j) any changes in the names or status of any Contracting Parties or Sponsors;

(k) the names and contact details of the Executive Committee members and the entity responsible for the operational management of the programme or project; and

(l) 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.