



**INTERNATIONAL ENERGY AGENCY**

**IMPLEMENTING AGREEMENT  
FOR CO-OPERATION IN THE  
RESEARCH, DEVELOPMENT, AND  
DEPLOYMENT  
OF WIND ENERGY SYSTEMS**

**As amended on 4 November 2009**

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**IMPLEMENTING AGREEMENT  
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**PREAMBLE**

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or international organizations or parties designated by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975, wish to establish the Co-operation in the Research, Development, and Deployment of Wind Energy Systems (the "Agreement") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including energy research and development, and have referred in Chapter IV of the Long Term Co-operation Programme, adopted by the Governing Board of the Agency on 30th January, 1976, to the establishment of a co-operative programme on wind power;

CONSIDERING that in the Governing Board of the Agency on 28th June, 1977, the Governments approved the Agreement as a special activity under Article 65 of the I.E.P. Agreement;

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

CONSIDERING that the Governing Board of the Agency approved, on 3 April 2003, the IEA Framework for International Energy Technology Co-operation;

HAVE AGREED as follows:

## **Article 1**

### **DEFINITIONS**

- 1.1 *Agency or IEA* will mean the International Energy Agency.
- 1.2 *Annex* will 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 of the Annex, known as Tasks, are implemented by the Contracting Parties in accordance with the Annual Programme of Work.
- 1.3 *Annex Participant* will mean a Participant that participates in an Annex.
- 1.4 *Annual Programme of Work* will mean the activities of the Agreement's Programme of Work during the period from 1 January to 31 December each year, as adopted by the Executive Committee.
- 1.5 *CERT* will mean the Committee on Energy Research and Technology of the IEA.
- 1.6 *Common Fund* will mean any fund established by the Executive Committee or by an Annex into which the financial contributions of the Participants or the Annex Participants are placed.
- 1.7 *Contracting Party* will mean a Contracting Party, as described in the IEA Framework, which has signed or acceded to this Agreement and has not withdrawn from this Agreement.
- 1.8 *End-of-Term Report* will 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.
- 1.9 *Executive Committee* will mean the committee established pursuant to Article 6 herein.
- 1.10 *Governing Board* will mean the Governing Board of the IEA.
- 1.11 *IEA Framework* will 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.
- 1.12 *I.E.P. Agreement* will mean the Agreement on an International Energy Program dated 18 November 1974, as amended to 7 August 1992.
- 1.13 *IEA Member countries* will mean the member countries of the IEA.
- 1.14 *IEA Secretariat* will mean the Secretariat of the IEA.
- 1.15 *International Organisation* will mean an intergovernmental organisation established by treaty whose members are comprised of sovereign states and/or other intergovernmental organisations.
- 1.16 *OECD* will mean the Organisation for Economic Co-operation and Development.
- 1.17 *Operating Agent* will mean the person or legal entity designated by the Executive Committee to manage a particular Annex under this Agreement.
- 1.18 *Participant* will mean a signatory to this Agreement, whether a Contracting Party or a Sponsor.
- 1.19 *Programme of Work* will mean the overall plan of activities determined by the Executive Committee to be implemented under this Agreement.

- 1.20 *Sponsor* will mean any Sponsor, as described in the IEA Framework, which has signed or acceded to this Agreement and has not withdrawn from the Agreement.
- 1.21 *Task* will mean a particular collaborative R&D activity undertaken in an Annex in which some, but not necessarily all, Participants may choose to participate. The Task, and the means of participation in the Task, is described in an Annex to the Agreement.

## **Article 2**

### **OBJECTIVE, IMPLEMENTATION, AND CO-ORDINATION**

- 2.1 *Objective:* The general objective of this Agreement is to provide a platform for co-operative research, development, demonstrations, and deployment of wind energy systems and of periodic exchanges of information on their continuing and planned activities. The exchanges will include sufficient detail on the technical scope, timing and planned funding levels of each Contracting Party to permit each Contracting Party should it so desire, to adjust its national project to take into account activities planned by the other Contracting Parties.
- 2.2 *Method of Implementation.* The Participants will implement this Agreement by undertaking Tasks, each of which will be open to participation by two or more Contracting Parties as provided in Article 3 of this Agreement.
- 2.3 *Task Co-ordination and Co-operation.* The Participants will co-operate in co-ordinating the work of the various Tasks and will endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Annex Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Participants in the field of wind energy systems.
- 2.4 *Co-ordination with Agency Services.*
- (a) In carrying out its functions, this Agreement will co-ordinate its activities with those of other services set up under the auspices of the Agency, as necessary, in order to avoid duplication of activities.
  - (b) The exchange of energy information under other international agreements will not affect Participants' and the Operating Agent's rights and obligations under this Agreement nor will the exchange under this Agreement interfere with the information exchange under such other agreements.

**Article 3**  
**ANNEXES**

- 3.1 *Identification.* The Tasks undertaken by Participants are identified in the Annexes to this Agreement. At the time of signing this Agreement, each Participant will confirm its intention to participate in one or more Tasks in its letter of acceptance to the Executive Director of IEA. Each Task will be carried out in accordance with the procedures set forth in this Agreement, unless specified otherwise in the applicable Annex.
- 3.2 *Initiation of Annexes.* Annexes and the Tasks there under, may be initiated by two or more Contracting Parties as follows:
- (a) The Contracting Parties will submit to the Executive Committee a draft Annex;
  - (b) The Executive Committee, acting by majority, will adopt such Annexes pursuant to Article 6.5(b) below;
  - (c) The participation in any Task by a Participant identified in an Annex will become effective upon receipt by the Executive Committee of this Agreement and the Executive Director of the IEA of written notice of the participation in that Annex by the Participant;
  - (d) In carrying out the Tasks, the Participants and Operating Agents will co-ordinate their activities to avoid duplication of Tasks.
- A given Annex will come into force as determined by the Executive Committee, acting by majority.
- 3.3 *Admission of New Participants in Existing and Established Annexes.* Any Participant may, with the agreement of the Annex Participants, acting by unanimity, become an Annex Participant in that Annex. Such participation will become effective upon the Participant's sending a Notice of Participation to the Executive Director of the IEA.
- 3.4 *Application of Annexes.* Each Annex will be binding only upon the Annex Participants therein and upon the Operating Agent for that Annex, and will not affect the rights or obligations of any other Participants.

**Article 4**  
**ANNUAL PROGRAMME OF WORK**

- 4.1 The Participants will carry out the activities under this Agreement, as may be specified in Annexes hereto, in accordance with the Annual Programme of Work.
- 4.2 *Programme Activities:* The Annual Programme of Work will be implemented through co-ordinated activities, co-operatively determined and supported by all Participants within the context of this Agreement. The Annual Programme of Work will be co-ordinated, as appropriate, with the activities being pursued by the IEA Secretariat and other IEA Agreements.
- 4.3 The Annual Programme of Work will include Tasks that support the Agreement's core objectives. The implementation of these Tasks is intended to be funded from annual contributions by the relevant Participants.
- 4.4 All activities under the Annual Programme of Work will be planned in their entirety by all Participants to ensure effectiveness, consistency and coherence of these activities with the core objective.

**Article 5**  
**THE OPERATING AGENTS**

- 5.1 *Designation:* The Executive Committee will designate an Operating Agent for each Annex, unless otherwise agreed by the Participants in the relevant Annex. References in this Agreement to the Operating Agent will apply to each Operating Agent in respect of the Annex for which it is responsible.
- 5.2 *Acceptance of Functions:* Each Operating Agent will accept its specific functions and responsibilities under the relevant Annex by providing a Notice of Acceptance to the Executive Committee and to the Executive Director of the IEA.
- 5.3 *Scope of Authority to Act on Behalf of Participants:* Subject to the provisions of the applicable Annex, the Operating Agent will:
  - (a) enact all legal acts required to carry out the activities under this Agreement on behalf of the Annex Participants, unless the Executive Committee decides otherwise, acting by unanimity; and
  - (b) hold, for the benefit of the Annex Participants, the legal title to all property rights which may accrue to or be acquired for this Agreement, unless the Executive Committee decides otherwise, acting by unanimity. It is the obligation of the Operating Agent to provide a consortium agreement where

the property rights - existing or acquired within the work carried out by the Participants in the Annex - is defined. The consortium agreement must be approved by unanimity of the Annex Participants and sent to the ExCo.

Each Operating Agent will supervise and be responsible for the operation of its designated Annex under its supervision and responsibility, in accordance with this Agreement and the laws of the country of the Operating Agent and will be responsible to the Executive Committee for implementing the Annex, and the Tasks there under, in accordance with this Agreement, the text of the applicable Annex, and the decisions of the Executive Committee.

- 5.4 *Staff:* It will be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Annex in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Annex Participants or organizations or other entities designated by Annex Participants, and made available to the Operating Agent by secondment or otherwise.
- 5.5 Such personnel will be remunerated by their respective employers and will, except as provided in this Article, be subject to their employers' conditions of service. The Annex Participants will 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 Annex, in accordance with Article 7.8(f) hereof.
- 5.6 *Reimbursement of Costs:* The Executive Committee may provide that expenses and costs properly incurred by an Operating Agent will be reimbursed to the Operating Agent from funds made available by the Annex Participants pursuant to Article 7 hereunder.
- 5.7 *Replacement:* The Executive Committee may, upon unanimous vote, replace an Operating Agent. The replacement Operating Agent will accept its functions and responsibilities following the procedure as set forth in Article 5.2 above.
- 5.8 *Resignation:* An Operating Agent will have the right to resign at any time by giving one year written notice to that effect to the Executive Committee. Should a replacement be designated by the Annex Participants before the expiry of such period of notice, the current Operating Agent will cease its functions on the date indicated by the replacement Operating Agent in its Notice of Acceptance, or as may otherwise be determined by the Executive Committee in agreement with the replacement Operating Agent. Should a replacement not be appointed by the expiry of such period of notice, the current Operating Agent will continue to perform all its functions, with the same rights and obligations, for an additional maximum period of six (6) months.
- 5.9 *Accounting:* Should the Operating Agent be replaced or resign, it will provide the Executive Committee no later than thirty (30) days after it ceases its functions,



with an accounting of any moneys and other assets which it may have collected or acquired for the Annex in the course of carrying out its responsibilities as Operating Agent.

5.10 *Transfer of Rights:* In the event that another Operating Agent is appointed under Paragraphs 5.7 or 5.8 above, the Operating Agent will transfer to such replacement Operating Agent any and all property rights, moneys and other assets that it may hold on behalf of the Annex Participants.

5.11 *Information and Reports:* An Operating Agent will furnish to the Executive Committee such information concerning the applicable Annex as the Executive Committee may request and will each year submit, not later than three (3) months after the end of the financial year, a report to the Executive Committee on the status of the Annex.

5.12 *Liability of 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 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 Task Annex so provides or the Executive Committee, acting by unanimity, so decides.

5.13 *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.

5.14 *Indemnification of Contracting Parties:* The Operating Agent shall be liable, in its capacity as such, to indemnify Participants against the cost of any damage to property and all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

(1) Result from the failure of the Operating Agent to maintain such insurance as it may be required to maintain under sub-paragraph 5.13 above; or

(2) Result from the gross negligence or willful misconduct of any officers or employees of the Operating Agent in carrying out their duties under this Agreement.

**Article 6**  
**THE EXECUTIVE COMMITTEE**

- 6.1 *Supervisory Control:* Control of this Agreement will be vested in the Executive Committee constituted under this Article.
- 6.2 *Membership:* The Executive Committee will consist of one representative designated by and representing each Participant; each Participant will also designate one or more alternate representatives who will represent the Participant if the representative is unable to do so. Each Participant will inform the Executive Director of the IEA and the Operating Agent in writing of all designations under this paragraph.
- 6.3 *Responsibilities:* The Executive Committee will:
- a) adopt for each year, acting by unanimous vote, the Annual Programme of Work and budget of this Agreement, together with an indicative Programme of Work and budget for the following two years; the Executive Committee may, as required, make adjustments to the indicative Programme of Work and budget;
  - b) make such rules and regulations as may be required for the sound management of this Agreement, including financial rules as provided in Article 7 hereof;
  - c) consider any matters submitted to it by the Operating Agent or any Participant; and
  - d) carry out all other functions conferred upon it by this Agreement.
- 6.4 *Procedures:* The Executive Committee will carry out its responsibilities in accordance with the following procedures:
- (a) The Executive Committee will each year elect a Chair and one or more Vice Chairs from members and alternate members of Contracting Parties. A Sponsor may not serve as Chair or Vice-Chair;
  - (b) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of each of the Operating Agents may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;

- (c) The Executive Committee will typically meet in regular session twice a year; a special meeting may be convened by the Chair upon the request of any Contracting Party which can demonstrate such a need;
- (d) At least twenty-eight (28) days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting will 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 if the desire to be notified is waived by them before the meeting; and
- (e) The quorum for the transaction of business in meetings of the Executive Committee will be one-half of the Contracting Parties plus one (less any resulting fraction) of the Contracting Parties.

#### 6.5 *Voting:*

- (a) When the Executive Committee adopts a decision or recommendation concerning a particular Annex which the Executive Committee has previously approved, the Executive Committee will act,:
  - (i) for all decisions for which unanimity is required by this Agreement, by the affirmative vote of all Executive Committee representatives, or alternate representative in the absence of the representative, who are representing the Annex Participants and who are present or represented and are entitled to vote;
  - (ii) notwithstanding sub-paragraph (a)(i) above, for all decisions involving the Annex's Common Fund or the Annex's budget, by the affirmative vote, in person or by proxy, of all Executive Committee representatives, or alternate representative in the absence of the representative, designated by the Annex Participants who are entitled to vote; and
  - (iii) when no express voting provision is made in this Agreement, then by the affirmative vote of a majority of those Executive Committee representatives, or alternate representatives in the absence of a representative, who are designated by the Annex Participants and are present or represented and are entitled to vote.
- (b) In all other cases when the Executive Committee adopts a decision or recommendation, the Executive Committee will act:
  - (i) for all decisions for which unanimity is required by this Agreement, by the affirmative vote of all Executive Committee representatives, or alternate representative in the absence of the

representative, who are present or represented and are entitled to vote;

- (ii) notwithstanding sub-paragraph (b)(i) above, for all decisions involving the Agreement's Common Fund or the budget, by the affirmative vote, in person or by proxy, of all Executive Committee representatives, or alternate representative in the absence of the representative, entitled to vote; and
  - (iii) when no express voting provision is made in this Agreement, then by the affirmative vote of a majority of those Executive Committee representatives, or alternate representative in the absence of a representative, present or represented and entitled to vote.
- (c) The decisions and recommendations referred to in sub-paragraphs (a)-(b) above may, upon the reasonable request of any Executive Committee representative, be made by written procedure by mail, e-mail or facsimile (fax), or other means of electronic transmission without the necessity for calling a meeting. In that case, the Executive Committee Chair will ensure that all Executive Committee representatives (1) receive the necessary documentation in relation to each decision or recommendation and (2) be given twenty-one (21) days to vote from the date of delivery of the written procedure documentation, or any other period as may be determined by the Executive Committee, acting by unanimity. The Executive Committee Chair will ensure that all representatives are informed of each decision or recommendation made pursuant to this sub-paragraph.
- (d) The failure of any representative, or alternate representative in the absence of the representative, to vote at a meeting, 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 (c) above, will be considered an abstention and such abstention will not block an otherwise unanimous or majority vote.
- (e) If a government has designated more than one Contracting Party to this Agreement, the representatives or alternate representatives designated by those Contracting Parties together may cast only one vote under this Article.
- (f) For the purposes of this Paragraph 6.5, a majority will mean one-half plus one (rounded down to the nearest whole number) of those voting or represented.

*Article 7*  
**FINANCE**

- 7.1 *Individual Financial Obligations:* Unless otherwise agreed by the Participants in writing, each Participant will 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:* Participants wishing to share the costs of implementing specific activities under an Annex will agree to do so in the appropriate Annex. 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 will be governed by the regulations and decisions made by the Executive Committee under Article 6 hereof.
- 7.3 *Contribution to a Common Fund under the Agreement:* Should Participants agree to establish a Common Fund under the Annual Programme of Work and budget, any financial contributions due from Participants will be paid to the Participant designated as treasurer in the currency of the country of the treasurer at such times and upon such other conditions as the Executive Committee, acting by unanimity, will determine, provided, however, that:
- (a) contributions received by the treasurer will be used solely in accordance with the Annual Programme of Work and budget; and
  - (b) the treasurer will be under no obligation to carry out any work or pay approved expenses until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.
  - (c) With respect to expenditure, the treasurer will take into account the necessity of ensuring a fair distribution of such expenditure in the Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Agreement.
- 7.4 *Contribution to a Common Fund under an Annex:* Should any Annex Participants agree to establish a Common Fund with respect to an Annex, any financial contributions due from Annex Participants will be paid to the relevant 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, will determine, provided, however, that:
- (a) contributions received by the Operating Agent will be used solely in accordance with the Annex; and

- (b) the Operating Agent will be under no obligation to carry out any work until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.
  - (c) With respect to expenditure, the Operating Agent will take into account the necessity of ensuring a fair distribution of such expenditure in the Annex Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Annex.
- 7.5 *Income:* Income accruing from the operations of an Annex will be credited to that Annex.
- 7.6 *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 including, where necessary:
- (a) establishment of budgetary and procurement procedures to be used by the Operating Agent in making payments from a Common Fund which may be maintained by Annex Participants or in making contracts on behalf of the Annex Participants; and
  - (b) establishment of minimum levels of expenditure for which Executive Committee approval will be required, including expenditure involving payments of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.
- 7.7 *Accounting:* The system of accounts employed by the Operating Agent will be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.
- 7.8 *Programme of Work and Budget, Keeping of Accounts.* Should Participants or Annex Participants agree to maintain Common Funds for the payment of obligations under the Annual Programme of Work and budget, or a Common Fund under an Annex, the following provisions will be applicable unless the Executive Committee, acting by unanimity, decides otherwise:
- (a) The financial year of the Annex, and the Tasks there under, will correspond to the financial year of the Operating Agent;
  - (b) The Operating Agent will each year prepare and submit to the Executive Committee for approval a draft annual programme of work and budget for the Annex, 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;

- (c) The Operating Agent will maintain complete, separate financial records, which will clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Annex;
  - (d) Not later than three months after the close of each financial year the Operating Agent shall submit to independent auditors selected by the Executive Committee for audit the annual accounts maintained in any Annex Common Fund. A Participant designated by the Executive Committee shall do the same for any Common Fund of the Agreement. Upon completion of the annual audit, the Operating Agent, or the Executive Committee's designee in the case of any Agreement Common Fund, shall present the accounts together with the auditors' report to the Executive Committee for approval;
  - (e) All books of account and records maintained by the Operating Agent will be preserved for at least three years from the date of termination of each Task under the Annex;
  - (f) If so provided in the relevant Annex, an Annex Participant supplying services, materials, or intellectual property to an Annex will be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution. The Executive Committee, acting by unanimity, may also determine that an Annex Participant has a right to compensation, if the value of the Annex Participant's services, materials or intellectual property exceeds the amount of the Annex Participant's contribution); any credits for services of staff will be calculated on an agreed scale approved by the Executive Committee and include any relevant payroll-related costs.
- 7.9 *Taxes:* The Operating Agent will 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. The Operating Agent will, however, endeavour to obtain all possible exemptions from such taxes.
- 7.10 *Audit of an Annex Common Fund:* Each Annex Participant shall have the right, at its sole cost, to audit the accounts of any work in an Annex in which it participates and for which common funds are maintained, on the following terms:
- (a) The Operating Agent shall provide the other Annex Participants with an opportunity to participate in such audits on a cost-shared basis;
  - (b) 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 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;

- (c) Not more than one such audit shall be allowed in any financial year;
  - (d) Any such audit shall be carried out by not more than three representatives of the Annex Participants.
- 7.11 *Winding-Up Fund*: The Executive Committee, following the proposal of the Operating Agent, may establish levels of contribution towards the creation of a winding-up fund.



*Article 8*  
**INFORMATION AND INTELLECTUAL PROPERTY**

- 8.1 *Intellectual Property Guidelines:* It is expected that for each Task agreed to pursuant to this Agreement, the applicable Annex will contain information and intellectual property provisions. The *General Guidelines Concerning Information and Intellectual Property*, as approved by the Governing Board of the IEA on 21st November, 1975 will be taken into account when developing such provisions to the extent they remain applicable.
- 8.2 *Information and Intellectual Property:* Subject to paragraph 8.1, the Executive Committee will 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 8.3 below.
- 8.3 *OECD/IEA Copyrights:* The Participants understand and agree that the OECD/IEA will 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 will seek the prior written approval of the IEA Secretariat and, if the IEA gives such approval, the Participants will 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).
- 8.4 *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. Neither the Participants, the Operating Agent, the Agreement nor their agents, representatives, and assigns may use the IEA name, acronym or logo without the IEA's prior written approval.

*Article 9*  
**LEGISLATIVE PROVISIONS**

- 9.1 *Accomplishment of Formalities:* Each Participant will request the appropriate authorities of its country (or its Member States in the case of an International Organisation) to use their best endeavours, subject to 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 will be required to conduct the activities under this Agreement.

- 9.2 *Applicable Laws:* In implementing this Agreement the Participants will be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to any constitution, laws and regulations applicable to the respective Participants.
- 9.3 *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 within thirty (30) days from the notice of one Participant to the other Participants will 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 will, at the request of any Participant, exercise that responsibility. The arbitrator will 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 will be final and binding. An Operating Agent which is not a Participant will be regarded as a Participant for the purpose of this Paragraph, where the Operating Agent is a party to the dispute.

#### ***Article 10***

### **ADMISSION, PARTICIPATION AND WITHDRAWAL OF PARTICIPANTS**

#### **10.1 *Admission of New Contracting Parties:***

- (a) Upon the invitation of the Executive Committee, acting by unanimous vote, admission to this Agreement will be open to Contracting Parties, as set forth in the IEA Framework; and
- (b) The Executive Committee will establish the terms and conditions for the admission, participation and withdrawal of the Contracting Parties in this Agreement, including their rights and obligations, provided that no Contracting Party is accorded any rights greater than those permitted to the various Contracting Parties as set forth in the IEA Framework.

#### **10.2 *Admission of Sponsors:***

- (a) Upon the invitation of the Executive Committee, acting by unanimous vote, participation in this Agreement will be open to Sponsors, as set forth in the IEA Framework; and
- (b) Participation of Sponsors requires prior approval by the CERT. The terms and conditions, including rights and obligations, of Sponsors' participation in this Agreement will be established by the Executive Committee, provided

that no Sponsor will be accorded greater rights than those permitted to Sponsors in the IEA Framework.

- 10.3 *Replacement of Contracting Parties:* Upon the request of a government, a Participant 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 will assume the rights and obligations of a Participant as provided in Paragraph 10.1 above and in accordance with the procedure provided therein.
- 10.4 *Withdrawal:* Any Participant may withdraw from this Agreement (a) by giving twelve (12) months prior written notice in the form of a 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 any time prior to such twelve (12) months prior notice, with the approval of all other members of the Executive Committee. The withdrawal of any Participant under this Paragraph will not affect the rights and obligations of the other Participants except that, where the other Participants have contributed to one or more Common Funds, their proportionate shares in the budget will be adjusted to take account of such withdrawal.

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

- 10.5 *Change of Status of Participant:* A Participant will 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 will determine whether any such change in status of a Participant significantly affects the interests of the other Participants. If the Executive Committee so determines, then, unless the Executive Committee otherwise agrees:
- (a) that Participant will be deemed to have withdrawn from the Agreement under paragraph 10.4 above on a date to be fixed by the Executive Committee; or
  - (b) if the Participant is a Contracting Party designated by a government, the Executive Committee will 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, such entity will become a Contracting Party with effect from the date on which it signs or accedes to this Agreement and gives the Executive Director of the IEA a Notice of Participation in one or more Annexes.
- 10.6 *Failure to Fulfil Contractual Obligations:* Should any Participant fail to fulfil its obligations under this Agreement, the Executive Committee will 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 (not including the Participant said to be in default), may deem the Participant to have withdrawn from this Agreement and will so notify the Participant in writing.

### ***Article 11***

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

- 11.1 *Expiry or Termination of the Agreement:* The Executive Committee may, at least six months before the definitive expiry or announced termination of this Agreement, establish a Special Working Group composed of representatives of each of the Contracting Parties to propose appropriate measures with respect to material, intellectual property rights and information generated under this Agreement and any Annex(es).
- 11.2 *Termination.* Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, will arrange for the liquidation of the assets of the Annex or Annexes. Intellectual property held by an Operating Agent for the benefit of Annex Participants will for this purpose be regarded as assets of the respective Annex.

*Liquidation of Annexes:* In the event of such liquidation, the Executive Committee will, so far as practicable, distribute the assets of the Annex, or the proceeds there from, if any, among the Annex Participants in proportion to their respective contributions for the current financial year.

*Liquidation of the Common Fund of the Agreement:* Any unused monies in the common fund and/or outstanding expenditures, if any, will be allocated to the Participants in proportion to their respective contributions for the current financial year.

### ***Article 12***

#### **FINAL PROVISIONS**

- 12.1 *Term of Agreement:* This Agreement may be extended for additional periods of up to five years, as may be determined by the Contracting Parties upon majority vote and upon approval by the CERT. Notwithstanding the provision set forth in this Paragraph, the Executive Committee may, upon unanimous vote, terminate this Agreement at any time.
- 12.2 *Amendment:* The Contracting Parties, acting through the Executive Committee, may amend this Agreement upon unanimous vote. All amendments to this

Agreement or any of its Annexes will be integrated into a new electronic version and distributed according to Paragraph 12.4 below.

- 12.3 *Applicable Rules:* The IEA Framework for International Energy Technology Co-operation, 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 will deposit the original of this Agreement, 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 will furnish a certified copy thereof to each Participant and the Agreement's Operating Agent.

## **LIST OF CONTRACTING PARTIES AND SPONSORS**

### **CURRENT CONTRACTING PARTIES (as of 9 June 2008)**

The Energy Research and Development Corporation (ERDC)  
for and on behalf of the government of Australia  
(replaced by **THE AUSTRALIAN WIND ENERGY ASSOCIATION**)

#### **THE REPUBLIC OF AUSTRIA**

The National Research Council of Canada  
(designated by the Government of Canada)  
(succeeded by the Department of Energy, Mines and Resources,  
then succeeded by **NATURAL RESOURCES CANADA**)

The Ministry of Trade and Industry  
for and on behalf of the Government of Denmark  
(succeeded by the Ministry of Industry,  
then by the Ministry of Energy,  
then replaced by the Ministry of Environment and Energy, Danish Energy Agency,  
then by **THE MINISTRY OF ECONOMY AND BUSINESS AFFAIRS, DANISH ENERGY  
AUTHORITY**)

#### **THE COMMISSION OF THE EUROPEAN COMMUNITIES**

VTT Technical Research Center  
for and on behalf of the government of Finland  
then replaced by **THE NATIONAL TECHNOLOGY AGENCY OF FINLAND (TEKES)**,

#### **FEDERAL MINISTRY FOR THE ENVIRONMENT, NATURE CONSERVATION AND NUCLEAR SAFETY**

for and on behalf of the Government of Germany

**THE CENTRE OF RENEWABLE ENERGY RESOURCES (C.R.E.S.)**  
(designated by the government of Greece)

**SUSTAINABLE ENERGY IRELAND** (rejoined in 2002)  
(designated by the government of Ireland)

The Comitato Nazionale per la Ricerca e per lo Sviluppo dell'Energie Nucleare e delle  
Energie Alternative (ENEA)  
(designated by the Government of Italy)  
(which subsequently changed its name to **THE ENTE PER LE NUOVE TECNOLOGIE,  
L'ENERGIA E L'AMBIENTE (ENEA)**)

**THE ENTE NAZIONALE PER L'ENERGIA ELETTRICA (ENEL)**

(designated by the Government of Italy)

(replaced by CENTRO ELETTROTECNICO SPERIMENTALE ITALIANO SPA (CESI) (replaced by **CESI RICERCA S.p.A**)

The Government of Japan

(replaced by the **NATIONAL INSTITUTE OF ADVANCED INDUSTRIAL SCIENCE (AIST)**

for the government of Japan

**THE GOVERNMENT OF KOREA**

**THE INSTITUTO DE INVESTIGACIONES ELÉCTRICAS (IIE) (Mexico)**

The Stichting Energieonderzoek Centrum Nederland

(designated by the Government of the Netherlands )

(replaced by The Netherlands Agency for Energy and the Environment (NOVEM), then renamed following its merger with Senter to **SENTERNOVEM**)

The Institutt for Atomenergi

(designated by the Government of Norway)

replaced by The Directorate of Energy which later changed its name to

the Norwegian Water Resources and Energy Administration (NVE),

and again later to **THE NORWEGIAN WATER RESOURCES AND ENERGY DIRECTORATE (NVE)**

**ENOVA SF**

for and on behalf of the government of Norway

**NATIONAL INSTITUTE FOR INDUSTRIAL ENGINEERING AND TECHNOLOGY (INETI)**

for and on behalf of the government of Portugal

**THE INSTITUTO DE ENERGIAS RENOVABLES (IER) OF THE CENTRO DE INVESTIGACIÓN ENERGETICA MEDIOAMBIENTAL Y TECNOLÓGICA (CIEMAT)**

(designated by the Government of Spain)

The National Swedish Board for Energy Source Development

(designated by the Government of Sweden)

(succeeded by the National Energy Administration,

then succeeded by The National Board for Industrial and Technical Development (NUTEK),

then later replaced by the Swedish National Energy Administration,

the name of which was changed to **THE SWEDISH ENERGY AGENCY**)

**THE SWISS FEDERAL OFFICE OF ENERGY**

for and on behalf of the Government of Switzerland

The United Kingdom Atomic Energy Authority  
(designated by the Government of the United Kingdom of Great Britain and Northern Ireland)  
subsequently replaced by the Department of Trade and Industry (DTI),  
which was replaced by the **Department for Business, Enterprise and Business Reform (DBERR)**

The Department of Energy  
for and on behalf of the Government of the United States of America  
(replaced by The Government of the United States of America,  
then again by **THE UNITED STATES DEPARTMENT OF ENERGY**)

## **SPONSOR**

**EUROPEAN WIND ENERGY ASSOCIATION (EWEA)**

## **CONTRACTING PARTIES SINCE WITHDRAWN**

**THE GOVERNMENT OF BELGIUM**

The KERNFORSCHUNGSANLAGE JULICH GMBH  
(designated by the Government of Germany)  
(which subsequently changed its name to Forschungszentrum Julich GmbH)

The GOVERNMENT OF IRELAND

The NEW ZEALAND METEOROLOGICAL SERVICE  
(for and on behalf of the Government of New Zealand)  
(replaced by Electricity Corporation of New Zealand (ECNZ)  
which was subsequently replaced by New Zealand Wind Energy Association)

The ERA TECHNOLOGY LTD  
(designated by the Government of the United Kingdom of Great Britain and Northern Ireland)

The CENTRAL ELECTRICITY GENERATING BOARD  
(designated by the Government of the United Kingdom of Great Britain and Northern Ireland)  
(which subsequently changed its name to National Power plc.)

The NORTH OF SCOTLAND HYDRO ELECTRIC BOARD  
(designated by the Government of the United Kingdom of Great Britain and Northern Ireland)  
(The North of Scotland Hydro Electric Board, which was originally a Contracting Party  
to the Large Scale Wind Energy Implementing Agreement, subsequently changed its  
name to Scottish Hydro-Electric plc.)



## **LIST OF ANNEXES FOR ACTIVE RESEARCH TASKS**

Annex 11 Base Technology Information Exchange

Annex 19 Wind Energy in Cold Climates

Annex 20 HAWT Aerodynamics and Models from Wind Tunnel Measurements

Annex 21 Dynamic Models of Wind Farms for Power System Studies

Annex 22 Market Development (on hold)

Annex 23 Offshore Wind Energy Technology Development

Annex 24 Integration of Wind and Hydropower Systems

Annex 25 Design and Operation of Power Systems with Large Amounts of Wind Power

Annex 26 Cost of Wind Energy

Annex 27 Quality Labelling of Small Wind Turbines

Annex 28 Social Acceptance of Wind Energy Projects

Annex 29 MexNext Wind Tunnel Measurements and Aerodynamic Models

## 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.

3.4 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 IEA Secretariat with all documentation made

available to the Executive Committee representatives 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.

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. 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 representatives 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 representatives 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.