

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
ON
INDUSTRIAL ENERGY-RELATED
TECHNOLOGIES AND SYSTEMS

**(Original text of 2 October 1995
as last amended on 2 October 2006)**

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Preamble

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 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 17 June 1994 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 for a Co-operative Programme on Process Integration Technologies;

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

WHEREAS the Executive Committees of the IEA Implementing Agreement for a Co-operative Programme on Process Integration Technologies, the IEA Implementing Agreement for a Programme of Research, Development and Demonstration on Advanced Energy-Related Technologies for the Pulp and Paper Industry and of the IEA Implementing Agreement for a Programme of Research and Development on Energy Conservation in Heat Transfer and Heat Exchangers have agreed to merge the activities conducted through their respective Implementing Agreements under the IEA Implementing Agreement for a Co-operative Programme on Process Integration Technologies, in the interest of raising the awareness of energy efficiency in industry, increasing synergy among the various systems and technologies and strengthening international collaboration in this field;

WHEREAS, in view of this merger of activities, the Executive Committee of the IEA Implementing Agreement for a Programme of Research and Development on Energy Conservation in Heat Transfer and Heat Exchangers did not request an extension of its term, which expired on 30 June 2004 and the Executive Committee of the Pulp and Paper IA shall terminate its Agreement;

WHEREAS the Executive Committee of the IEA Implementing Agreement for a Co-operative Programme on Process Integration Technologies has approved to amend the name of this Agreement into the IEA Implementing Agreement on Industrial Energy Technologies and Systems, and to amend its provisions as described in this Agreement;

The Participants 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 Participants.
- 1.3 *Annual Programme of Work* shall mean the part of the Programme of Work (as defined below) referring to a given calendar year.
- 1.4 *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.
- 1.5 *CERT* shall mean the Committee on Energy Research and Technology of the IEA.
- 1.6 *Contracting Party* shall mean a Contracting Party, as described in the IEA Framework, which has signed or acceded to, and has not withdrawn from, this Agreement.
- 1.7 *End of Term Report* shall mean a report to be submitted by the Executive Committee (as defined below) to the IEA Energy End-Use Working Party's for endorsement and to the CERT for 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.
- 1.8 *Executive Committee* shall mean the committee established pursuant to Article 4 herein.
- 1.9 *Governing Board* shall mean the Governing Board of the IEA.
- 1.10 *IEA Framework* shall mean the IEA Framework for International Energy Technology Co-operation adopted by the Governing Board on 3 April 2003. The IEA Framework is attached as Exhibit A to this Agreement and is an integral part thereof.
- 1.11 *I.E.P. Agreement* shall mean the Agreement on an International Energy Program dated 18 November 1974, as amended.
- 1.12 *IEA Member countries* shall mean the member countries of the IEA.
- 1.13 *International Organisation* shall mean an Intergovernmental Organisation established by States and/or International Governmental Organisations under International Law.
- 1.14 *OECD* shall mean the Organisation for Economic Co-operation and Development.
- 1.15 *OECD Member countries* shall mean the member countries of the OECD.
- 1.16 *Participant* shall mean any Contracting Party or Sponsor, as defined in the IEA Framework, which has signed or acceded to, and has not withdrawn from, this Agreement.

- 1.17 *Annex Manager* shall mean the legal entity or the individual approved by the Executive Committee to manage the Programme of Work under one or more Annexes.
- 1.18 *Programme of Work* shall mean the overall plan of activities to be implemented under this Agreement and its Annexes.
- 1.19 *Programme Secretariat* shall mean the entity or the individual appointed by the Executive Committee to provide administrative assistance to the Executive Committee and the Annex Manager for the carrying out of the Programme of Work and the smooth functioning of this Agreement.
- 1.20 *Sponsor* shall mean a Sponsor, as described in the IEA Framework, which has signed or acceded to, and has not withdrawn from, this Agreement.

Article 2

OBJECTIVE AND PROGRAMME ACTIVITIES

2.1 *Objective.* - The objective of this Agreement is to allow OECD Member countries and OECD non-Member countries to work together to foster international co-operation for accelerated research and technology development of industrial energy-related technologies and systems with the main focus on end-use technologies, also taking into account other relevant IEA activities.

Within this objective, the Participants shall implement a broad range of co-operative activities in the fields below:

- (i) Scientific research;
- (ii) Technology and systems research, development, demonstration and deployment;
- (iii) Technology and systems foresighting;
- (iv) Technology and systems assessment of policies and consequences; and
- (v) Dissemination of information.

2.2 *Programme Activities.* - The Programme of Work shall be implemented through co-ordinated activities and co-operatively determined by all Participants in this Agreement. Such activities shall be organized under specific Annexes to this Agreement.

The Programme of Work shall be co-ordinated, as appropriate, with the activities being pursued by the IEA and the other IEA Implementing Agreements, and by other relevant international organizations in order to avoid duplication and to leverage efforts.

Article 3

IMPLEMENTATION OF THE PROGRAMME OF WORK

3.1 *Implementation, Supervision and Co-ordination.* – Participants shall carry out the activities under this Agreement and its Annexes, in accordance with the Programme of

Work. The Executive Committee shall adopt each year an Annual Programme of Work and be responsible for its overall implementation and oversight. The Executive Committee shall be assisted by a Programme Secretariat.

The Executive Committee shall further approve the Annex Manager proposed for each Annex to this Agreement, which shall be responsible, amongst others, for the management of one or more Annex, and for the co-ordination with the other Annexes.

3.2 *Annexes.* - The activities described in the Annexes shall be planned by the interested Participants and the Executive Committee shall ensure effectiveness, consistency and coherence of such activities with the objective of this Agreement. Participants must join at least one Annex at any time of their participation in this Agreement, but they may choose to join more Annexes, as they deem appropriate.

Participants reserve the right to establish additional Annexes to carry out new activities, as the case may be.

Article 4

THE EXECUTIVE COMMITTEE

4.1 *Main Responsibilities.* - The Executive Committee shall, upon unanimous vote, as defined in Art. 4.4.5 herein:

- (a) Elect a Chair and one or more vice-Chairs, each for a term of two years, renewable;
- (b) Approve the Programme of Work to be carried out under this Agreement and its Annexes, the Annual Programme of Work and the budget;
- (c) Establish the rights and obligations of Participants under this Agreement, in accordance with the IEA Framework;
- (d) 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 to this Agreement;
- (e) Approve the establishment of Annexes and their initial term; and
- (f) Approve any amendments to the text of the Implementing Agreement and its Annexes.

In addition, the Executive Committee shall, by majority vote, as defined in Art. 4.4.6 herein:

- (a) Appoint a Programme Secretariat and establish its duties, responsibilities and rights, and approve any modification thereto; and

- (b) Approve the Annex Manager for one or more Annexes, as proposed by one or more Participants, and approve any replacement.

4.2 *Membership.* - The Executive Committee shall consist of one member designated by each Participant and one alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

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

- (a) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning;
- (b) The Executive Committee shall meet in regular sessions, at least once each year, at such time and in such venue as decided by the Executive Committee. A special meeting may be convened upon the request of any Participant or Annex Manager which can demonstrate the need therefor;
- (c) At least twenty-eight (28) days before each meeting of the Executive Committee, the Programme Secretariat or the Chair shall communicate notice of the venue, time and agenda of the meeting to each Participant 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 Annex Manager. Any additional documentation shall be transmitted to each Participant and to any other person or entity entitled to attend the meeting at least fifteen (15) days before the meeting;
- (d) The Programme Secretariat shall ensure that the draft minutes, agreed to by the Chair, are distributed promptly after each meeting to each person and entity entitled to attend the meeting, for comments. After circulation, and possible amendments, the draft minutes shall be submitted to the Executive Committee for approval at its following meeting;
- (e) 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.*

4.4.1. Unless otherwise provided in this Agreement, the quorum for the validity of any decision or recommendation taken by the Executive Committee, either in its meetings or by written procedure, shall be one half of all Participants plus one (less any resulting fraction);

4.4.2 Each Contracting Party shall have one vote, save that if a government or an international organisation or the European Communities participates in this Agreement through more than one Contracting Party, all those Contracting Parties participating on behalf of the same government, international organisation or the European Communities, may cast altogether one vote on the Executive

Committee, irrespective of the number of Contracting Parties which were designated or of the number of their members and alternate members serving on the Executive Committee.

4.4.3 Each Sponsor shall have the rights and obligations as they will be determined by the Executive Committee, upon unanimous vote, on a case-by-case basis.

4.4.4 Where this Agreement sets forth that the Executive Committee shall act by unanimous vote, this shall mean the affirmative vote of all those Participants who are present or represented and are entitled to vote. Abstentions shall not block an otherwise unanimous vote.

4.4.5 Where this Agreement sets forth that the Executive Committee shall act by majority vote, this shall mean the affirmative vote of by one-half of the Participants entitled to vote plus one (less any resulting fraction). Abstentions shall not block an otherwise majority vote.

4.4.6 When this Agreement does not set forth any voting provision with regards to a particular decision, such decision shall be adopted by majority vote.

4.4.7 If both an Executive Committee member and his alternate are unable to attend a meeting of the Executive Committee where, according to the agenda, a decision or recommendation requires a vote, either one may cast his vote in writing, by mail, telex or cable, or other means of electronic transmission, and address it to the attention of the Executive Committee Chair with copy to the Programme Secretariat, at least five (5) calendar days prior to the date of the relevant Executive Committee meeting. The Chair shall (i) communicate the vote(s) received in writing by the absent Executive Committee member(s), or their alternate, to all other Executive Committee members at the relevant meeting and (ii) ensure that such vote(s) is (are) recorded in the minutes of such meeting.

4.4.8 Any Participant may ask the Executive Committee Chair to adopt a decision or a recommendation by written procedure without the necessity for calling a meeting. Should the Chair agree, he shall i) ensure that all Executive Committee members and the other persons or entities entitled to participate in the meetings of the Executive Committee 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, or any other period as may be determined by the Executive Committee, notice to express their vote by e-mail, fax or other means of electronic transmission, as may be determined in the notice; iii) communicate the results of the written procedure to all Executive Committee members and to the other persons or entities entitled to participate in the Executive Committee meetings 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.

The provisions regarding unanimous and majority votes, as set forth in Articles 4.4.4 and 4.4.5 above apply equally to votes by written procedure. Any decision

or recommendation taken by written procedure becomes effective on the date indicated in the notice as the deadline for voting.

4.4.9 With regards to the decisions relating to an Annex, the provisions contained in Paragraphs 4.4.4 to 4.4.8 above shall apply by taking in consideration only the Executive Committee members designated by the Participants in the relevant Annex.

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

- (a) As soon as such events occur, notifications of any admissions and withdrawals of Participants, any changes in the names or status of Participants, 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;
- (b) Annual Reports on the progress of programmes, projects and activities under this Agreement and its Annexes within 30 (thirty) days after the first Executive Committee meeting in the following year. Such Annual Reports may also contain additional information on the Programme of Work and the budget for the following year;
- (c) Annually provide the IEA with the following information:
 - (i) the names and contact details of all current Participants;
 - (ii) the names and contact details of all new Participants in this Agreement or in any Annex;
 - (iii) the names and contact details of all Participants who withdrew from this Agreement or from any Annex;
 - (iv) any changes in the names or status of any Participants;
 - (v) the names and contact details of the Executive Committee members and their alternate members and of any Annex Manager, and any changes thereto; and
 - (vi) any amendments to the text of this Agreement and/or any Annexes thereto.
- (d) End of Term Reports, no less than six (6) months prior to the initial term and any subsequent extension of term of this Agreement, which shall include all the information and documentation required by decisions of the CERT then in effect and relating thereto; and
- (e) At the request of the IEA, any other non-proprietary information as may be requested by the IEA in connection with its mandate.

Article 5

THE ANNEX MANAGER

5.1 *Designation.* – The Participants in each Annex shall propose an Annex Manager, to be approved by the Executive Committee, for the implementation of the relevant Annex. References in this Agreement to an Annex Manager shall apply to all designated Annex Managers.

5.2 *Acceptance of functions.* – The Annex Manager may be an entity or an individual. If it is an individual or a different entity than any of the Participants in this Agreement, the Annex Manager shall accept its specific functions and responsibilities under this Agreement and the relevant Annex by providing a Notice of Acceptance of Functions to the Executive Committee Chair with a copy to the Executive Director of the IEA.

5.3 *Role of the Annex Manager.* - Subject to the provisions of this Agreement and of the relevant Annex the Annex Manager shall:

- (1) Enact all legal acts required to carry out the activities under the relevant Annex on behalf of the Participants;
- (2) Hold, for the benefit of the Participants, the legal title to all property rights which may accrue to or be acquired for the relevant Annex; and
- (3) Facilitate the activities to be carried out under the relevant Annex in accordance with this Agreement, the instructions of the Executive Committee members designated by the Participants in the relevant Annex and the laws of the country of the Annex Manager or the laws of the country where the Annex is implemented if the Annex Manager is an International Organisation or an entity which does not participate in this Agreement.

5.4 *Remuneration and Reimbursement of Expenses.* - The remuneration and the reimbursement of expenses of each Annex Manager shall be determined by the Executive Committee members designated by the Participants in the relevant Annex.

5.5 *Replacement.* - The Executive Committee members designated by the Participants in an Annex may replace their Annex Manager at any time, by giving it six (6) months written notice. Should the replacement Annex Manager not be one of the Participants in this Agreement, it shall accept its functions and responsibilities under this Agreement following the procedure as set forth in Paragraph 5.2 above.

5.6 *Resignation.* - Each Annex 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 Annex Manager shall cease its functions at an earlier date, as may be determined by the Executive Committee members designated by the Participants in the relevant Annex. Should a replacement not be appointed by the expiry of such period of notice, the current Annex 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 Annex 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 an Annex in the course of carrying out its responsibilities as Annex Manager.

Should the Annex Manager be replaced or resign as Annex 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 Annex Manager is appointed pursuant to Paragraphs 5.5 or 5.6 above, the Annex Manager shall transfer to such replacement Annex Manager any property rights, moneys and other assets, which it may hold on behalf of the Participants.

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

Article 6

THE PROGRAMME SECRETARIAT

6.1 *Designation.* – The Executive Committee shall appoint a Programme Secretariat and establish its duties, responsibilities and rights, and approve any modification thereto.

6.2 *Acceptance of Functions.* - The Programme Secretariat may be an entity or an individual. If it is an individual or a different entity than any of the Participants in this Agreement, the Programme Secretariat shall accept its specific functions and responsibilities under this Agreement by providing a Notice of Acceptance of Functions to the Executive Committee Chair with a copy to the Executive Director of the IEA.

6.3 *Role of the Programme Secretariat.* – The Programme Secretariat shall be responsible for assisting the Executive Committee in all its activities as it shall be determined by the Executive Committee.

6.4 *Remuneration.* – All Participants shall contribute, from the date of their participation in this Agreement, to a common fund to be used to cover the remuneration and the expenses incurred by the Programme Secretariat in acting as such pursuant to the provisions in this Agreement. The amount of the contribution by each Participant shall be determined by the Executive Committee, upon unanimous vote.

6.5 *Replacement.* - The Executive Committee may replace the Programme Secretariat at any time, by giving six (6) months prior written notice, and appoint a different entity for that function.

6.6 *Resignation.* – The Programme Secretariat 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 Secretariat 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 Secretariat shall continue to perform all its functions, with the same rights and obligations, for an additional maximum period of six (6) months.

Article 7

FINANCE

7.1 *Individual Financial Obligations.* - Unless otherwise agreed by the Executive Committee, each Participant shall bear its own costs in carrying out the activities under this Agreement and any Annexes in which it participates, 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 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 decisions made by unanimous vote of the Executive Committee members designated by the Participants in the relevant Annex.

7.3 *Accounting.* - The system of accounts employed by the Annex Manager shall be in accordance with the accounting principles indicated by the Participants in the relevant Annex and consistently applied.

7.4 *Taxes.* - The Annex 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. The Annex Manager shall, however, endeavour to obtain all possible exemptions from such taxes.

7.5 *Audit.* - Each Participant shall have the right, at its sole cost, to audit the accounts of any work under this Agreement or an Annex to which it has contributed.

Article 8

ADMISSION, PARTICIPATION AND WITHDRAWAL

8.1 *Admission of New Contracting Parties and Sponsors.* New Contracting Parties and Sponsors may be admitted to this Agreement upon the invitation of the Executive Committee, by unanimous vote.

The Executive Committee shall establish the terms and conditions for the admission, participation and withdrawal of the Participants in this Agreement and its Annexes, including their rights and obligations, within the limits of the IEA Framework

8.2 *Replacement of Contracting Parties.* – An entity designated by a government as a Contracting Party may be replaced with another entity upon appropriate Notice of Replacement to be sent by such government to the Executive Committee Chair and to the Executive Director of the IEA. The replacement Contracting Party shall sign this Agreement in order to make its participation become effective. From the date of its signature, the replacement Contracting Party shall assume the rights and obligations arising from this Agreement and from any additional decisions by the Executive Committee.

8.3 *Withdrawal.* - Any Participant may withdraw from this Agreement either (a) by giving twelve months written Notice of Withdrawal to the Executive Committee Chair and to the Executive Director of the IEA, such Notice to be given not less than one year after the date of its first participation in this Agreement or (b) at an earlier date upon the approval, by unanimous vote, of the Executive Committee. The withdrawal of any Participant under this Paragraph shall not affect the rights and obligations of the other Participants, except that, where the other Participants have contributed to common funds their proportionate shares in the budget shall 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 shall maintain all its rights and obligations, including of financial nature, until the date of effect of its withdrawal.

8.4 *Change of Status of Participant.* - A Participant other than a government or an international organisation shall forthwith notify the Executive Committee and the Executive Director of 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 Participant significantly affects the interests of the other Participants and take any actions it deems appropriate.

8.5 *Failure to Fulfil Contractual Obligations.* Any Participant which fails to fulfil its obligations under this Agreement within sixty (60) days after its receipt of notice specifying the nature of such failure and invoking this Paragraph, may be deemed by the Executive Committee, upon unanimous vote, to have withdrawn from this Agreement.

Article 9

INFORMATION AND INTELLECTUAL PROPERTY

9.1 *Information and Intellectual Property.* - The Executive Committee shall establish, by unanimous vote, the necessary provisions and procedure relating to the use of proprietary information produced during the carrying out of the activities under this

Agreement, the right to publish information, the licensing of inventions and the copyright of material other than the material referred to in Paragraph 9.2 below.

With regards to the Annexes, only Executive Committee members designated by the Participants in each specific Annex shall approve the provisions and procedure relating to public and proprietary information and intellectual property rights in connection with the relevant Annex.

9.2 *OECD/IEA Copyrights.* – Participants understand and agree that the OECD/IEA shall retain the copyright to all deliverables, materials and publications published or to be published by the IEA. Should Participants wish to use any such deliverables, materials or publications they shall obtain prior written approval of the IEA for that purpose.

9.3 *IEA Logo.* - Participants further understand and agree that the IEA logo may not be used by Participants, the Annex Manager or the Programme Secretariat without prior written approval of the IEA.

Article 10

TERM, EXPIRY AND TERMINATION OF THE AGREEMENT

10.1 *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. This Agreement may be extended for additional periods of up to five years, as may be determined by the Executive Committee upon unanimous vote and upon approval by the CERT. Notwithstanding the provision set forth in this Paragraph, the Executive Committee may, upon unanimous vote, terminate this Agreement at any time.

10.2 *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 Participants based on the proportion of their respective cumulative contribution from the date of first participation of each Participant. Expenditures would be allocated likewise.

Article 11

LEGISLATIVE PROVISIONS

11.1 *Applicable Laws.* - In implementing this Agreement and its Annexes, the Participants shall be subject to the constitution, laws and regulations applicable to the respective Participants.

11.2 *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 Participant or Participants, shall be referred to a sole arbitrator to be chosen by the Participants in dispute.

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

Article 12

FINAL PROVISIONS

12.1 *Amendment.* - The Executive Committee may amend this Agreement and any of its Annexes upon unanimous vote. 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.

12.2 *Applicable Rules.* - The IEA Framework for International Energy Technology Co-operation, as adopted by the IEA Governing Board on 3 April 2003, shall apply to all Contracting Parties and Sponsors (as defined in the Framework) which have signed or acceded to, and not withdrawn from, this Agreement.

12.3 *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 provide a copy thereof to each Participant, each Annex Manager and the Programme Secretariat.

Done in Paris, this 2nd day of October, 1995

As amended on 7 December 2005

And on 2 October 2006

LIST OF CONTRACTING PARTIES

As of 24 January 2007

	Date of signature
Escola de Química/Departamento de Engenharia Química/UFRJ (Brazil) for and on behalf of the Government of Brazil	31.03.04*
Natural Resources Canada (NRCan) for and on behalf of the Government of Canada	14.09.98*
The Ministry of Environment and Energy, Danish Energy Agency For and on behalf of the Government of Denmark (replaced by the Ministry of Economy and Business Affairs, Danish Energy Authority)	02.10.95*
The Helsinki University of Technology, Centre for Energy Technology (Finland) (designated by the Government of Finland) (replaced by Tekes, the National Technology Agency of Finland, which later changed its name to TEKES, Finnish Funding Agency for Technology and Innovation)	23.11.95*
The Instituto Mexicano del Petróleo (Mexico) (designated by the Government of Mexico)	24.05.02*
The Government of the Netherlands	13.12.06
The Research Council of Norway (into IETS) for and on behalf of the Government of Norway	10.11.05**
The Instituto Superior Técnico da Universidade de Lisboa (Portugal) (designated by the Government of Portugal)	02.10.95*
For the Swedish National Board for Industrial and Technical Development (NUTEK) (designated by the Government of Sweden) (replaced by the Swedish National Energy Administration, which later changed its name to the Swedish Energy Agency)	23.11.95* 22.02.00*
United States Department of Energy (into IETS) for and on behalf of the Government of the United States of America	06.12.05**

CONTRACTING PARTIES SINCE WITHDRAWN

The Federal Office of Energy (Switzerland) ¹ for and on behalf of the Government of Switzerland	02.10.95*
BP International Limited (United Kingdom) ² (designated by the Government of Great Britain and Northern Ireland)	06.12.95*

* Signed the Implementing Agreement for a Co-operative Programme on Process Integration Technologies.

** Signed the Implementing Agreement on Industrial Energy-Related Technologies and Systems.

¹ The withdrawal of the Swiss Federal Office of Energy from the Agreement became effective as of 30 September 2000.

² The withdrawal of BP International Limited from the Agreement became effective as of 30 August 2000.

EXHIBIT A

IEA FRAMEWORK FOR INTERNATIONAL ENERGY TECHNOLOGY CO-OPERATION

I. General Principles

Article 1

Mandate

- 1.1 In fulfilment of Chapter VII of the Agreement on an International Energy Program and in light of the Shared Goals of the IEA, the IEA operates Implementing Agreements to enable IEA Member countries to carry out programmes and projects on energy technology research, development and deployment.
- 1.2 An Implementing Agreement is a contractual relationship established by at least two IEA Member countries, and approved by the Governing Board, for the purpose set out in Article 1.1.
- 1.3 Participants in an Implementing Agreement shall contribute as fully as possible to the achievement of its objectives and shall endeavour to secure, through public and private support, the necessary scientific, technical and financial resources for the programmes and projects carried out under such an Implementing Agreement.
- 1.4 Each Implementing Agreement shall have an Executive Committee composed of representatives of all participants.

Article 2

Nature of Implementing Agreements

- 2.1 The activities of an Implementing Agreement may include, *inter alia*:
 - (a) co-ordination and planning of specific energy technology research, development and deployment studies, works or experiments carried out at a national or international level, with subsequent exchange, joint evaluation and pooling of the scientific and technical results acquired through such activities;
 - (b) participation in the operation of special research or pilot facilities and equipment provided by a participant, or the joint design, construction and operation of such facilities and equipment;

- (c) exchange of information on (i) national programmes and policies, (ii) scientific and technological developments and (iii) energy legislation, regulations and practices;
 - (d) exchanges of scientists, technicians or other experts;
 - (e) joint development of energy related technologies; and
 - (f) any other energy technology related activity.
- 2.2 Participation in an Implementing Agreement shall be based on equitable sharing of obligations, contributions, rights and benefits. Participants in an Implementing Agreement shall undertake to make constructive contributions, whether technical, financial or otherwise, as may be agreed by the Executive Committee.
- 2.3 Some or all of the participants in an Implementing Agreement may choose to execute specific projects and/or programmes through Annexes to the Implementing Agreement.

II. **Rules Applicable to IEA Implementing Agreements**

Article 3

Participation, Admission and Withdrawal

- 3.1 An Implementing Agreement can be established by two or more IEA Member countries subject to approval of the Committee on Energy Research and Technology (CERT) and of the Governing Board. There are two possible categories of participants in Implementing Agreements: Contracting Parties and Sponsors.
- 3.2 Contracting Parties may be
- (a) the governments of both OECD member or OECD non-member countries;
 - (b) the European Communities;
 - (c) international organisations in which the governments of OECD member countries and/or OECD non-member countries participate; and
 - (d) any national agency, public organisation, private corporation or other entity designated by the government of an OECD member country or an OECD non-member country, or by the European Communities.
- 3.2.1 Participation in any Implementing Agreement for OECD non-member countries or for international organisations requires prior approval by the CERT. However, should the CERT consider a first time application by an

OECD non-member country or an international organisation to be sensitive, it may refer the decision to the Governing Board as it deems appropriate.

3.2.2 Prior to CERT approval of participation of OECD non-member countries or international organisations in any Implementing Agreement, the Executive Committee shall:

- (a) have voted in favour of the applicant to join the Implementing Agreement and provide evidence of the same to the CERT;
- (b) provide the CERT with a copy of the terms and conditions of the applicant's participation in the Implementing Agreement; and
- (c) provide the CERT with a letter from the applicant expressing the applicant's desire to join the Implementing Agreement and specifying which Annexes it wishes to join; its acceptance of the terms and conditions of the Implementing Agreement; the name of its designated entity if it is not the applicant itself; and the name of the entity that will sign the Implementing Agreement.

3.2.3 The terms and conditions for the admission, participation and withdrawal of Contracting Parties, including their rights and obligations, in Implementing Agreements and their Annexes, if any, shall be established by the Executive Committee of each Implementing Agreement.

3.2.4 Notwithstanding Article 3.2.3, no Contracting Party from an OECD non-member country or international organisation shall have greater rights or benefits than Contracting Parties from OECD member countries.

3.3 Sponsors may be

- (a) entities of OECD member countries or OECD non-member countries who are not designated by the governments of their respective countries to participate in a particular Implementing Agreement; and
- (b) non-intergovernmental international entities in which one or more entities of OECD member countries or OECD non-member countries participate.

3.3.1 Participation of Sponsors in Implementing Agreements requires prior approval by the CERT.

3.3.2 Prior to CERT approval of Sponsor participation in any Implementing Agreement, the Executive Committee shall:

- (a) have voted in favour of the applicant to join the Implementing Agreement and provide evidence of the same to the CERT;
- (b) provide the CERT with a copy of the terms and conditions of the applicant's participation in the Implementing Agreement; and

- (c) provide the CERT with a letter from the applicant expressing the applicant's desire to join the Implementing Agreement and specifying which Annexes it wishes to join; its acceptance of the terms and conditions of the Implementing Agreement; and the name of the entity that will sign the Implementing Agreement.
- 3.3.3 The terms and conditions for the admission, participation and withdrawal of Sponsors, including rights and obligations, in Implementing Agreements and their Annexes, if any, shall be established by the Executive Committee of each Implementing Agreement.
 - 3.3.4 Notwithstanding Article 3.3.3, no Sponsor shall have greater rights or benefits than Contracting Parties from OECD non-member countries and no Sponsor shall be designated Chair or Vice-chair of an Implementing Agreement.
 - 3.3.5 The CERT shall have the right to not approve participation of a Sponsor if the terms and conditions of such participation do not comply with this Framework, any Decisions of the CERT or the Governing Board and the Shared Goals of the IEA.

Article 4

Specific Provisions

- 4.1 Unless the CERT otherwise agrees, based on exceptional circumstance and sufficient justification, Implementing Agreements shall be for an initial term of up to, but no more than, five years.
- 4.2 An Implementing Agreement may be extended for such additional periods as may be determined by its Executive Committee, subject to approval of the CERT. Any single extension period shall not be greater than five years unless the CERT otherwise decides, based on exceptional circumstances and sufficient justification.
- 4.3 Notwithstanding Paragraph 4.2, should the duration of the programme of work of an Annex exceed the term of the Implementing Agreement to which it relates, the CERT shall not unreasonably withhold approval to extend the Implementing Agreement for such additional period to permit the conclusion of the work then being conducted under the Annex.
- 4.4 Either the Contracting Parties or the Executive Committee of each Implementing Agreement shall:
 - 4.4.1 approve the programme activities and the annual programme of work and budget for the relevant Implementing Agreement;
 - 4.4.2 establish the terms of the contribution for scientific and technical information, know-how and studies, manpower, capital investment or

other forms of financing to be provided by each participant in the Implementing Agreement;

- 4.4.3 establish the necessary provisions on information and intellectual property and ensure the protection of IEA copyrights, logos and other intellectual property rights as established by the IEA;
- 4.4.4 assign the responsibility for the operational management of the programme or project to an entity accountable to the Executive Committee of the relevant Implementing Agreement;
- 4.4.5 establish the initial term of the Implementing Agreement and its Annexes;
- 4.4.6 approve amendments to the text of the Implementing Agreement and Annexes; and
- 4.4.7 invite a representative of the IEA Secretariat to its Executive Committee meetings in an advisory capacity and, sufficiently in advance of the meeting, provide the Secretariat with all documentation made available to the Executive Committee members for purposes of the meeting.

Article 5

Copyright

- 5.1 Notwithstanding the use of the IEA name in the title of Implementing Agreements, the Implementing Agreements, the Executive Committee or the entity responsible for the operational management of the programme or project may use the name, acronym and emblem of the IEA as notified to the World Intellectual Property Organisation (WIPO) only upon prior written authorisation of the IEA and solely for the purposes of executing the Implementing Agreements.
- 5.2 The IEA shall retain the copyright to all IEA deliverables and published or unpublished IEA material. Implementing Agreements wishing to use, copy or print such IEA deliverables and/or material shall submit a prior written request of authorisation to the IEA.

Article 6

Reports to the IEA

- 6.1 Each Executive Committee shall submit to the IEA:
 - 6.1.1 as soon as such events occur, notifications of any admissions and withdrawals of Contracting Parties and Sponsors, any changes in the names or status of Contracting Parties or Sponsors, any changes in the Members of the Executive Committee or of the entity responsible for the

operational management of the programme or project, or any amendments to an Implementing Agreement and Annex thereto;

- 6.1.2 annual reports on the progress of programmes and projects of the Implementing Agreement and any Annex;
- 6.1.3 notwithstanding Article 6.1.1, in addition to and with the Annual Report, annually provide the IEA with the following information:
- (a) the names and contact details of all current Contracting Parties and Sponsors;
 - (b) the names and contact details of all Contracting Parties and Sponsors who may have withdrawn from the Implementing Agreement or any Annex in the year covered by the Annual Report;
 - (c) the names and contact details of all new Contracting Parties and Sponsors who may have joined the Implementing Agreement or any Annex in the year covered by the Annual Report;
 - (d) any changes in the names or status of any Contracting Parties or Sponsors;
 - (e) the names and contact details of the Executive Committee members and the entity responsible for the operational management of the programme or project; and
 - (f) any amendments to the text of an Implementing Agreement and any Annex thereto.
- 6.1.4 End of Term Reports, which shall include all the information and documentation required by Decisions of the CERT then in effect and relating thereto; and
- 6.1.5 at the request of the IEA, any other non-proprietary information as may be requested by the IEA in connection with the IEA's mandate.

Article 7

Effective Date

This Framework shall take effect and become binding on all participants in the Implementing Agreements and Annexes from the date of its approval as a decision by the Governing Board.