

INTERNATIONAL ENERGY AGENCY

**IMPLEMENTING AGREEMENT
FOR CO-OPERATION ON TOKAMAK
PROGRAMMES**

as amended on 15 June 2010

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FOR
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The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments of the International Energy Agency (“Agency”) Member countries, governments of other countries invited by the Governing Board of the Agency to be Contracting Parties, international organizations or parties designated by their respective governments, wish to co-operate in the development of the science and technology of Large Tokamaks as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments of Agency Member countries and the governments of Agency countries which have designated Contracting Parties (referred to collectively as the “Governments”) 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 on controlled thermonuclear fusion;

RECOGNIZING that the heads of state in The Bonn Economic Declaration Towards Sustained Growth and Higher Employment of May, 1985, expressed their conviction that international co-operation in research and technology in major projects should be enhanced to make maximum use of the scientific potential in their respective countries;

UNDERSTANDING that nothing in this Agreement shall be construed to prejudice existing or future arrangements for co-operation among the Contracting Parties;

CONSIDERING that the European Atomic Energy Community (EURATOM) has responsibility for the construction and operation of the Joint European Torus (JET) at Culham in the United Kingdom, that the Japan Atomic Energy Agency (JAEA) has responsibility for the construction and operation of the JT-60 at Naka city, which devices hereinafter are referred to as the Large Tokamak Facilities, and that the United States Department of Energy (USDOE) has responsibility in the United States for co-operation on Large Tokamak fusion science;

DESIRING to further the science and technology of the Large Tokamaks by means of co-operative actions relating to the further development of the tokamak concept as well as to their respective current projects in that field;

CONSIDERING that the Governing Board of the Agency on 27th March, 1985 approved the co-operation under this Agreement as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Contracting Parties participating in the Implementing Agreement on Co-operation on the Large Tokamak Programmes in 2009 have decided, together with the Contracting Parties participating in the Implementing Agreement on a Co-operative Programme for the Investigation of Toroidal Physics in, and Plasma Technologies of, Tokamaks with Poloidal Field Divertors, to work together under the name of Implementing Agreement for Co-operation on Tokamak Programmes;

HAVE AGREED as follows:

Article 1

DEFINITIONS

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

1.15 Programme of Work shall mean the overall plan of activities to be implemented under this Agreement and Annexes.

1.16 ITPA shall mean the International Tokamak Physics Activity, which coordinates tokamak physics activities among domestic programmes of the signatories to the ITER Agreement (dated 22 November 2006) and operates under the ITER auspices.

Article 2

OBJECTIVE AND SCOPE

2.1 *Objective.* The objective of this Agreement is to advance toroidal physics and plasma technologies by strengthening cooperation among tokamak programmes, to enhance the effectiveness and productivity of the research and development effort related to the development of the tokamak fusion concept, to contribute to and extend the scientific and technology database of toroidal confinement concepts, and to provide a scientific and technological basis for the successful development of fusion power.

2.2 *Activity Co-ordination and Co-operation.* The Contracting Parties shall cooperate in co-ordinating implementation of the various activities specified in paragraph 2.3 below and shall endeavor, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among the Contracting Parties engaged in the various activities with the objective of advancing the tokamak research and development activities for all Contracting Parties.

2.3 *Means.* The Programme to be carried out by the Contracting Parties within the framework of this Agreement (hereinafter referred to as the “Programme”) shall include:

- (1) Exchanges of information between the Contracting Parties in the following areas:
 - (i) Experimental programme plans for the tokamak facilities;
 - (ii) Design and planning of experiments to contribute to the database for the next-generation tokamak devices including, but not limited to, support of activities identified by the ITPA;
 - (iii) Experimental, theoretical and technical studies in:

- (a) Plasma equilibrium and stability;
 - (b) Energy and particle transport;
 - (c) Plasma heating and current drive;
 - (d) Plasma-wall interaction and divertor physics;
 - (e) Pedestal physics including edge localised mode (ELM) control;
 - (f) Energetic particle-driven instabilities, transport and confinement;
 - (g) Integrated scenario development;
 - (h) Plasma fueling;
 - (i) Plasma diagnostics;
 - (j) Other areas as mutually agreed.
- (2) Assignment of scientists, engineers and other technical experts, as provided in Article 6 below, to work at the facilities of the other Contracting Parties in the areas of tokamak physics and technology, code development, engineering and project management, in accordance with agreements between the assigning Contracting Party and the Contracting Party which is responsible for the hosting facility;
- (3) Conduct of selected workshops in the areas referred to in paragraph (1) above.

2.4 *Remote Participation.* For the purposes of the activities described in 2.3, above, the development and use of remote participation tools will be encouraged.

Article 3

IMPLEMENTATION OF THE PROGRAMME

3.1 *Programme Activities.* The Contracting Parties shall carry out the activities described in Article 2.3 above in accordance with the Programme of Work adopted each year by the Executive Committee provided for in Article 4 below.

3.2 *Additional Activities.* If a Contracting Party proposes that additional activities be included in the Programme, the Executive Committee may consider the proposal and the Parties participating in such activities may make appropriate written arrangements by which the proposal might be implemented.

Article 4

THE EXECUTIVE COMMITTEE

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

4.2 *Membership.* The Executive Committee shall consist of at least one and no more than three members designated by each Contracting Party. Each Contracting Party shall also designate at least one and no more than three alternate members to serve on the Executive Committee in the event that its designated members are unable to do so.

4.3 *Responsibilities.* The Executive Committee shall:

- (1) For the first year of the Programme, and for each year thereafter, review the Programme of Work for each activity, together with an indicative Programme of Work for the following two years;
- (2) For the first year of the Programme, and for each year thereafter, adopt a Programme of Work for those activities; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work for those activities;
- (3) Make such rules and establish such procedures as may be required for the sound management of the Programme.
- (4) Carry out the other functions conferred upon it by this Agreement; and

- (5) Consider any matters submitted to it by the Secretariat or by a Contracting Party.

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

- (1) The Executive Committee shall elect each year a Chair;
- (2) 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 the Secretariat (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;
- (3) The Executive Committee shall meet in regular session at least once each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;
- (4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Executive Committee; for the purpose of this Article, remote participation of authorised personnel in meetings of the Executive Committee by teleconference or televideo or equivalent will be treated as equivalent to in-person participation;
- (5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;
- (6) The quorum for the transaction of business in meetings of the Executive Committee shall be at least one member from each Contracting Party. If quorum is not met the Executive Committee members present may agree that the Chair shall submit resolutions due for consideration at the meeting for vote by written procedure under Article 4.5(3);
- (7) The Secretariat shall ensure that draft minutes, agreed to by the Chair, are distributed promptly after each meeting to each person or entity entitled to attend the meeting;

4.5 *Voting.*

- (1) Each Contracting Party shall have one vote.

- (2) Where this Agreement requires the Executive Committee to act by unanimity, this shall require the agreement of each Contracting Party present and voting at the meeting at which the decision is taken. The Executive Committee shall adopt decisions and recommendations, for which no express voting provision is made in this Agreement, by a majority vote of the Contracting Parties present and voting.

- (3) With the agreement of each Contracting Party entitled to act thereon, a decision or recommendation may be made by mail, fax, e-mail or other means of written electronic communication without the necessity for calling a meeting. Such action shall be taken by unanimity or majority of such Contracting Parties as in a meeting. In that case, the Executive Committee Chair shall ensure that all Executive Committee representatives (1) receive the necessary documentation in relation to each decision or recommendation and (2) be given twenty-one 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 Chair of the Executive Committee shall ensure that all Contracting Parties entitled to act thereon are informed of each decision or recommendation made pursuant to this sub-paragraph.

4.6 *Reports.* The Executive Committee shall report to the IEA according to Article 6 of *Exhibit A*.

Article 5

THE SECRETARIAT

5.1 *Designation.* Each Contracting Party shall function as the Secretariat for the Programme on a rotation basis.

5.2 *Functions.*

- (1) The Secretariat shall carry out the functions assigned to it in this Agreement as well as such additional functions as may be assigned to it under the Programme by the Executive Committee.

- (2) The Secretariat shall make arrangements for meetings of the Executive Committee, as directed by the Chair of the Executive Committee; shall prepare, verify, and distribute the minutes of the Executive Committee; shall assist personnel assignments as

required; shall act as the central repository for all reports, publications and other information as collected and developed under the Programme, and shall be responsible for their distribution to members of the Executive Committee and to others as directed by the Executive Committee.

5.3 *Replacement.* Should the Executive Committee wish to entrust the Secretariat to another government or entity, the Executive Committee may, deciding by unanimity and with the consent of such government or entity, act accordingly. References in this Agreement to the “Secretariat” shall include any government or entity appointed under this paragraph.

5.4 *Resignation.* The Secretariat shall have the right to resign at any time by giving six months written notice to that effect to the Executive Committee, provided that:

- (1) A Contracting Party, or entity designated by a Contracting Party, is at such time willing to assume the duties and obligations of the Secretariat and so notifies the Executive Committee and the other Contracting Parties to that effect, in writing, not less than three months in advance of the effective date of such resignation; and
- (2) Such Contracting Party or entity is approved in its function of Secretariat by the Executive Committee, acting by unanimity.

5.5 *Information and Reports.* The Secretariat shall furnish to the Executive Committee such information and reports concerning the Programme as the Executive Committee may request.

Article 6

ASSIGNMENT OF PERSONNEL

6.1 *Notification and Work Plan.* The Contracting Parties shall notify the Secretariat of all assignments. Agreements between the concerned Contracting Parties shall specify the work plan to be followed by the assigned experts.

6.2 *Equipment and Agreements.* Each expert on assignment may be accompanied by instrumentation, or other such equipment necessary as part of his assignment, to assist in data collection or diagnosis of facility operation. The terms and conditions, including information and intellectual property provisions, for the transportation and use of such instrumentation and equipment shall be agreed upon in writing between the concerned Contracting Parties.

6.3 *Procedures.* The procedures to be followed in assigning experts shall be as follows:

- (1) Each Contracting Party desiring to assign an expert shall, with notification to the Secretariat, submit its nomination to the Contracting Party in whose country the facility or the research group's offices are located, as a general rule, at least four months prior to the expected assignment date. Each such nomination shall specify the qualifications of the expert, his work during the assignment and the length of the assignment;
- (2) The Contracting Party in whose country the facility or the research group's offices are located shall, as soon as possible, notify the nominating Contracting Party of the acceptability of the assignment. The nominating Contracting Party and the Contracting Party in whose country the facility or the research group's offices are located shall agree upon the specific terms applicable to such assignments, after which the assignments may be implemented;
- (3) Publications resulting from theoretical or experimental investigation carried out under this Programme and in connection with the assignment shall normally be issued in the form of joint reports of the concerned Contracting Parties or individuals who contributed to the investigation;
- (4) All personnel expenses associated with an assignment shall normally be borne by the assigning Contracting Party. Such expenses shall include, but not be limited to, costs of salary, travel, insurance and living expenses of the assigned personnel. Assigned personnel shall in no way be deemed to be employees of the Contracting Party in whose country the facility or the research group's offices are located by virtue of the assignment. Assigned personnel shall adhere to all the general and special rules of work and safety regulations and other operating procedures of the Contracting Party in whose country the facility or the research group's offices are located.

Article 7

FINANCE

7.1 *Individual Financial Obligations.* Each Contracting Party shall bear the costs it incurs in carrying out this Agreement, including the costs of formulating or

transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out under the Programme.

7.2 *No Common Funds.* There is no intention to establish common funds under this Agreement.

Article 8

INFORMATION AND INTELLECTUAL PROPERTY

8.1 *Right to Publish.* Subject only to patents and copyright restrictions of this Agreement, the Contracting Parties shall have the right to publish all information provided to or arising from the activities under this Agreement, except proprietary information, if any, but they shall not publish it with a view to profit except as the Executive Committee, acting by unanimity, may agree. Neither the Contracting Parties nor personnel designated by them shall introduce any proprietary information into the collaborative Programme unless such information is specifically identified and the terms and conditions for its introduction are agreed upon in writing by the concerned Contracting Parties.

8.2 *Proprietary Information.* The Contracting Parties shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information. For the purposes of the Agreement, proprietary information shall mean information of a confidential nature acquired prior to or outside the scope of this Agreement, such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments), which is appropriately marked, provided such information:

- (1) Is not generally known or publicly available from other sources;
- (2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and
- (3) Is not already in the possession of the recipient Contracting Party without obligation concerning its confidentiality.

It shall be the responsibility of each Contracting Party supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

8.3 *Production of Relevant Information.* The Contracting Parties should encourage the governments of all participating IEA Member Countries to make available or to identify to them all published or otherwise freely available information known to the governments that is relevant to the activities under this Agreement. The Contracting Parties should notify each other of all pre-existing information, and information developed independently of the activities, known to them which is relevant

to the activities under this Agreement and which can be made available for the activities under this Agreement without contractual or legal limitations.

8.4 *Information on Programme Activities.* Each Contracting Party agrees to provide to the other Contracting Parties all information utilized in the activities under this Agreement or which is necessary for practicing the results of the activities in this Agreement, as well as all information listed in Article 2.3 (1) above. All information developed in connection with and during activities carried out under this Agreement (arising information) shall be provided to each Contracting Party by the Contracting Party performing the work, subject only to the need to retain information concerning patentable inventions in confidence until appropriate action can be taken to protect such inventions in accordance with paragraph 8.5 below. Reports containing arising information and pre-existing information necessary for and used in the activities under this Agreement, including proprietary information in accordance with paragraphs 8.1 and 8.2 above, shall be provided to the Contracting Parties by the Contracting Party performing the work. The Secretariat shall provide summary reports of work performed under this Agreement and arising information therefrom, other than proprietary information, if any, to the Executive Committee.

8.5 *Licensing of Inventions.* With respect to any invention or discovery made or conceived in the course of or under this Agreement by personnel of one Contracting Party (the Assigning Contracting Party) or its contractors while assigned to the other Contracting Party (the Recipient Contracting Party) or its contractors in connection with exchanges of scientists, engineers and other experts:

- (1) The Recipient Contracting Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Contracting Party, its government and the nationals of its country designated by it; and
- (2) The Assigning Contracting Party shall acquire all right, title and interest in and to such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Recipient contracting Party, its government and the nationals of its country designated by it.

Each Contracting Party also agrees to license all such inventions or discoveries to all participating IEA Member Countries on reasonable terms and conditions for use in their own countries in order to meet their energy needs.

8.6 *Information Regarding Inventions.* Information regarding inventions on which patent protection is to be obtained by the Contracting Parties shall not be published or publicly disclosed by the other Contracting Parties until a patent application has been filed; provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of receipt of such information. It shall be the responsibility of the inventing Contracting Party to

appropriately mark reports which disclose inventions that have not been appropriately protected by the filing of patent applications.

8.7 *Copyrights.* Each Contracting Party may, for its own work under this Agreement, take appropriate measures necessary to protect copyrightable material generated under the activities under this Agreement. Copyrights obtained shall be the property of that Contracting Party; provided, however, that Contracting Parties may reproduce and distribute such material, but shall not publish it with a view to profit.

8.8 *Inventors and Authors.* Each Contracting Party shall, without prejudice to any rights of inventors or authors under applicable laws to which it is subject, take all necessary steps to provide the cooperation from its inventors and authors required to carry out the provisions of this paragraph. Each Contracting Party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to applicable laws to which it is subject.

8.9 *Instrumentation and Equipment.* The information and intellectual property provisions governing the instrumentation and equipment under Article 6 of this Agreement shall be set forth in a written agreement between the concerned Contracting Parties.

8.10 *Survival.* The rights conferred and obligations imposed upon the Contracting Parties under this Article shall survive the expiry or termination of this Agreement.

Article 9

LEGAL RESPONSIBILITY AND INSURANCE

9.1 *Determination of "National".* The Contracting Parties may establish guidelines to determine what constitutes a "national" of a Contracting Party; provided, however, in recognition of the fact that all fusion power research and development activities of the individual Member States of the European Atomic Energy Community (EURATOM) are integrated and carried out jointly in the framework of the EURATOM fusion programme, that EURATOM acts on behalf of itself and its fusion power research and development associated national organizations in the EURATOM Member States, and that Switzerland is associated with the EURATOM fusion programme. The countries referred to in this Article shall, with respect to EURATOM, be understood to be the countries of the Member States of EURATOM, and Switzerland.

9.2 *Insurance.* Each Contracting Party carrying out personnel exchanges as provided in Article 6 above shall inform the other Contracting Party concerned of the insurance coverage applicable in the circumstances. Any arrangements for continuing or obtaining insurance coverage shall be made by the Contracting Parties concerned.

9.3 *Compensation for Damages.* Compensation for damages incurred during the implementation of this Agreement shall be in accordance with the laws applicable to the Contracting Parties.

Article 10

LEGISLATIVE PROVISIONS

10.1 *Accomplishment of Formalities.* Each Contracting Party shall request the appropriate authorities of its country (or its Member States in the case of an International Organisation) to use their best endeavors, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Programme.

10.2 *Appropriation of Funds and Applicable Laws.* In carrying out this Agreement, the Contracting Parties shall be subject to the appropriation of funds by the appropriate authority, where necessary, and to the constitutions, laws and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

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

10.4 *Settlement of Disputes.* Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chair of the Tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chair, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties concerned. A Secretariat which is not a Contracting Party shall be regarded as a Contracting Party for the purpose of this paragraph.

Article 11

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

11.1 *Admission of New Contracting Parties: OECD Member Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any OECD Member Country (or a national agency, public organisation, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement and accepts the rights and obligations of a Contracting Party. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and the adoption of any consequential amendments thereto.

11.2 *Admission of New Contracting Parties: OECD Non-Member Countries.* The government of any country which is not an OECD Member may, on the proposal of the Executive Committee, acting by unanimity, and where required, with the approval of the CERT, be invited to become a Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company or other entity to do so), under the conditions stated in paragraph 11.1 above.

11.3 *Replacement of Contracting Parties.* With the agreement of the other Contracting Parties, a Contracting Party designated by a government may be replaced by another party upon request by that government. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph 11.1 above and in accordance with the procedure provided therein.

11.4 *Withdrawal.* Any Contracting Party may withdraw from this Agreement either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than one year after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties.

11.5 *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organisation shall forthwith notify the Executive Committee and the Agency of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

- (1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph 11.4 above on a date to be fixed by the Executive Committee; and
- (2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement.

11.6 *Failure to Fulfill Contractual Obligations.* Any Contracting Party which fails to fulfill its obligations under this Agreement within sixty days after its receipt of notice, specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

Article 12

FINAL PROVISIONS

12.1 *Terms of Agreement.* This Agreement shall remain in force for an initial period of five years from the date hereof. It may be extended for such additional periods as may be determined by the Executive Committee, acting by unanimity, and subject to approval of the CERT.

12.2 *Legal Relationship of Contracting Parties.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties.

12.3 *Amendment.* This Agreement may be amended at any time by the Contracting Parties, acting by unanimity, in writing. Such amendments shall come into force in a manner determined by the Executive Committee, acting by unanimity.

12.4 *Deposit.* The Secretariat 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 Agency acting on behalf of the Executive Director of the Agency and shall furnish a copy thereof to each Participant.

Signed on 15 January 1986
As amended on 15 June 2010

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

6.1 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 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.