

INTERNATIONAL ENERGY AGENCY

**IMPLEMENTING AGREEMENT  
FOR A PROGRAMME OF RESEARCH,  
DEVELOPMENT AND DEMONSTRATION  
ON DISTRICT HEATING & COOLING,  
INCLUDING THE INTEGRATION  
OF COMBINED HEAT & POWER**

(As amended on 30 November 2007)

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TABLE OF CONTENTS

PREAMBLE .....	5
<i>Article 1</i>	
OBJECTIVES .....	6
<i>Article 2</i>	
IDENTIFICATION AND INITIATION OF TASKS .....	6
<i>Article 3</i>	
THE EXECUTIVE COMMITTEE .....	7
<i>Article 4</i>	
THE OPERATING AGENTS .....	9
<i>Article 5</i>	
ADMINISTRATION AND STAFF .....	10
<i>Article 6</i>	
FINANCE .....	10

*Article 7*

INFORMATION AND INTELLECTUAL PROPERTY .....	13
---	----

*Article 8*

LEGAL RESPONSIBILITY AND INSURANCE.....	13
---	----

*Article 9*

LEGISLATIVE PROVISIONS .....	14
------------------------------	----

*Article 10*

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES.....	15
--	----

*Article 11*

FINAL PROVISIONS .....	16
------------------------	----

LIST OF CONTRACTING PARTIES .....	18
-----------------------------------	----

EXHIBIT A – IEA FRAMEWORK FOR INTERNATIONAL ENERGY TECHNOLOGY CO-OPERATION .....	20
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ANNEX VIII .....	26
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## **LIST OF ANNEXES (as of 30 April 2005)**

### **Completed Annexes**

PLANNING AND IMPLEMENTATION OF CO-OPERATIVE  
PROJECTS IN THE FIELD OF DISTRICT HEATING

Annex I (1983-1987)

Annex II (1987-1990)

Annex III (1990-1993)

Annex IV (1993-1996)

Annex V (1996-1999)

Annex VI (1999-2002)

Annex VII (2002-2005)

### **Current Annex**

Annex VIII (2005-2008)

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(As amended on 30 November 2007)

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments of International Energy Agency ("Agency") 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 take part in the establishment and operation of a Programme of Research, Development and Demonstration on District Heating (the "Programme")<sup>1</sup> as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments of Agency 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;

CONSIDERING that in the Governing Board of the Agency on 20th/21st April, 1982 the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the fields of energy conservation and increased fuel flexibility through district heating;

HAVE AGREED as follows:

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<sup>1</sup> This Implementing Agreement was renamed to IEA Implementing Agreement for a Programme of Research, Development and Demonstration on District Heating & Cooling, including the integration of Combined Heat & Power at the Executive Committee meeting of 23-24 November 1998.

## Article 1

### OBJECTIVES

- (a) *Scope of Activity.* The Programme to be carried out by the Contracting Parties within the framework of this Agreement shall consist of co-operative research, development, demonstration and exchange of information regarding energy conservation and increased fuel flexibility through district heating.
- (b) *Method of Implementation.* The Contracting Parties shall implement the Programme by undertaking one or more tasks (the "Task" or "Tasks") each of which will be open to participation by two or more Contracting Parties as provided in Article 2 hereof. The Contracting Parties which participate in a particular Task are, for the purposes of that Task, referred to in this Agreement as "Participants".
- (c) *Task Co-ordination and Co-operation.* The Contracting Parties shall co-operate in co-ordinating the work of the various Tasks and shall endeavour on the basis of an appropriate sharing of burdens and benefits to encourage co-operation among Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Contracting Parties in the fields of energy conservation and increased fuel flexibility through district heating.

## Article 2

### IDENTIFICATION AND INITIATION OF TASKS

- (a) *Identification.* The Tasks undertaken by Participants are identified in the Annexes to this Agreement. At the time of signing this Agreement, each Contracting Party shall confirm its intention to participate in one or more Tasks, but in any case, Annex I, by giving the Executive Director of the Agency a Notice of Participation in the relevant Annex or Annexes and the Operating Agent for each Task shall give the Executive Director of the Agency a Notice of Acceptance of the Task Annex. Thereafter, each Task shall be carried out in accordance with the procedures set forth in Articles 2 to 11 hereof, unless otherwise specifically provided in the applicable Annex.
- (b) *Initiation of Additional Tasks.* Additional Tasks may be initiated by any Contracting Party according to the following procedure:
- (1) A Contracting Party wishing to initiate a new Task shall present to one or more Contracting Parties for approval a draft Annex, similar in form to the Annex attached hereto, containing a description of the scope of work and conditions of the Task proposed to be performed;
  - (2) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for approval by the Executive Committee

pursuant to Article 3(e)(2) hereof; the approved draft Annex shall become part of this Agreement; Notice of Participation in the Task by Contracting Parties and acceptance by the Operating Agent shall be communicated to the Executive Director in the manner provided in paragraph (a) above;

- (3) In carrying out the various Tasks, Participants shall co-ordinate their activities in order to avoid duplication of activities.

(c) *Application of Annexes.* Each Annex shall be binding upon the Participants therein and upon the Operating Agent for that Task, and shall not affect the rights or obligations of other Contracting Parties.

### *Article 3*

#### THE EXECUTIVE COMMITTEE

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

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

(c) *Responsibilities.* The Executive Committee shall:

- (1) Adopt for each year, acting by unanimity, the Programme of Work and Budget if foreseen, for each Task, together with an indicative programme of work and budget for the following year; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work and Budget;
- (2) Make such rules and regulations as may be required for the sound management of the Tasks, including financial rules as provided in Article 6 hereof;
- (3) Carry out the other functions conferred upon it by this Agreement and the Annexes hereto; and
- (4) Consider any matters submitted to it by any of the Operating Agents or by any Contracting Party.

(d) *Procedure.* The Executive Committee shall carry out its responsibilities in accordance with the following procedures:

- (1) The Executive Committee shall elect each year a Chairman and one or more Vice-Chairmen;

- (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 each Operating Agent (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 twice 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 location as may be designated by the Committee;
- (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 one-half of the members plus one (less any resulting fraction) provided that any action relating to a particular Task shall require a quorum as aforesaid of members or alternate members designated by the Participants in that Task.

*(e) Voting*

- (1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Task, the Executive Committee shall act:
  - (i) When unanimity is required under this Agreement: by agreement of those members or alternate members which were designated by the Participants in the Task and which are present and voting. Abstentions do not count as votes and can therefore not block an otherwise unanimous decision;
  - (ii) When no express voting provision is made in this Agreement: by majority vote of those members or alternate members which were designated by the Participants in that Task and which are present and voting.
- (2) In all other cases in which the Agreement expressly requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting, and in respect of all other decisions and recommendations for which no express voting provision is made in this Agreement, the Executive Committee shall act by a majority vote of the members or alternate members present and voting. If a government has



designated more than one Contracting Party to this Agreement, those Contracting Parties may cast only one vote under this paragraph.

- (3) The decisions and recommendations referred to in sub-paragraphs (1) and (2) above may, with the agreement of each member or alternate member entitled to act thereon, be made by mail, fax, email or other electronic transmission without the necessity for calling a meeting. Such action shall be taken by unanimity or majority of such members as in a meeting. The Chairman of the Executive Committee shall ensure that all members are informed of each decision or recommendation made pursuant to this sub-paragraph.

(f) *Reports.* The Executive Committee shall, by 31st January each year, provide the Agency with reports containing technically substantive, non-proprietary information on the progress of the Programme and its results.

#### *Article 4*

#### THE OPERATING AGENTS

(a) *Designation.* Participants shall designate in the relevant Annex an Operating Agent for each Task. References in this Agreement to the Operating Agent shall apply to each Operating Agent in respect of the Task for which it is responsible.

(b) *Scope of Authority to Act on Behalf of Participants.* Subject to the provisions of the applicable Annex:

- (1) All legal acts required to carry out each Task shall be performed on behalf of the Participants by the Operating Agent for the Task;
- (2) The Operating Agent shall hold, for the benefit of the Participants, the legal title to all property rights which may accrue to or be acquired for the Task.

The Operating Agent shall operate the Task under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.

(c) *Reimbursement of Costs.* The Executive Committee may provide that expenses and costs incurred by an Operating Agent in acting as such pursuant to this Agreement shall be reimbursed to the Operating Agent from funds made available by the Participants pursuant to Article 6 hereof.

(d) *Replacement.* Should the Executive Committee wish to replace an Operating Agent with another government or entity, the Executive Committee may, acting by unanimity and with the consent of such government or entity, replace the initial Operating Agent. References in this Agreement to the "Operating Agent" shall include any government or entity appointed to replace the original Operating Agent under this paragraph.

(e) *Resignation.* An Operating Agent 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 Participant, or entity designated by a Participant, is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Participants to that effect, in writing, not less than three months in advance of the effective date of such resignation; and
- (2) Such Participant or entity is approved in its function of Operating Agent by the Executive Committee, acting by unanimity.

(f) *Accounting.* An Operating Agent which is replaced or which resigns as Operating Agent shall provide the Executive Committee with an accounting of any monies and other assets which it may have collected or acquired for the Task in the course of carrying out its responsibilities as Operating Agent.

(g) *Transfer of Rights.* In the event that another Operating Agent is appointed under paragraph (d) or (e) above, the Operating Agent shall transfer to such replacement Operating Agent any property rights which it may hold on behalf of the Task.

(h) *Information and Report.* Each Operating Agent shall furnish to the Executive Committee such information concerning the Task as the Committee may request and shall each year submit, not later than two months after the end of the financial year, a report on the status of the Task.

## *Article 5*

### ADMINISTRATION AND STAFF

(a) *Administration of Tasks.* Each Operating Agent shall be responsible to the Executive Committee for implementing its designated Task in accordance with this Agreement, the applicable Annex, and the decisions of the Executive Committee.

(b) *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Task in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Participants (or organizations or other entities designated by Contracting Parties) and made available to the Operating Agent by secondment or otherwise. Such personnel shall be remunerated by their respective employers and shall, except as provided in this Article, be subject to their employer's conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Task, in accordance with Article 6(f)(6) hereof.

## Article 6

### FINANCE

(a) *Individual 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 on the respective Tasks, unless provision is made for such costs to be reimbursed from common funds as provided in paragraph (g) below.

(b) *Common Financial Obligations.* Participants wishing to share the costs of a particular Task shall agree in the appropriate Annex to do so. The apportionment of contributions to such costs (whether in the form of cash services rendered, intellectual property or the supply of materials) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.

(c) *Financial Rules, Expenditure.* The Executive Committee, acting by unanimity, may make such regulations as are required for the sound financial management of each Task including, where necessary:

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

In the expenditure of common funds the Operating Agent shall take into account the necessity of ensuring a fair distribution of such expenditure in the Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Task.

(d) *Crediting of Income to Budget.* Any income which accrues from a Task shall be credited to the Budget of the Task.

(e) *Accounting.* The system of accounts employed by the Operating Agent shall be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.

(f) *Programme of Work and Budget, Keeping of Accounts.* Should Participants agree to maintain common funds for the payment of obligations under a programme of work and

budget of the Task, the following provisions shall be applicable unless the Executive Committee, acting by unanimity, decides otherwise:

- (1) The financial year of the Task shall correspond to the financial year of the Operating Agent;
- (2) The Operating Agent shall each year prepare and submit to the Executive Committee for approval a draft programme of work and budget, together with an indicative programme of work and budget for the following year, not later than three months before the beginning of each financial year;
- (3) The Operating Agent shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Task;
- (4) Not later than three months after the close of each financial year the Operating Agent shall submit to auditors selected by the Executive Committee for audit the annual accounts maintained for the Task; upon completion of the annual audit, the Operating Agent shall present the accounts together with the auditors' report to the Executive Committee for approval;
- (5) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the Task;
- (6) Where provided in the relevant Annex, a Participant supplying services, materials or intellectual property to the Task shall be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution (or to compensation, if the value of such services, materials or intellectual property exceeds the amount of the Participant's contribution); such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all payroll-related costs.

(g) *Contribution to Common Funds.* Should Participants agree to establish common funds under the annual Programme of Work and Budget for a Task, any financial contributions due from Participants in a Task shall be paid to the Operating Agent in the currency of the country of the Operating Agent at such times and upon such other conditions as the Executive Committee, acting by unanimity, shall determine, provided however that:

- (1) Contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget for the Task;
- (2) The Operating Agent shall be under no obligation to carry out any work on the Task until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.

(h) *Ancillary Services.* Ancillary services may, as agreed between the Executive Committee and the Operating Agent, be provided by that Operating Agent for the operation of

a Task and the cost of such services, including overheads connected therewith may be met from budgeted funds of that Task.

(i) *Taxes.* The Operating Agent 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 a Task, as expenditure incurred in the operation of that Task under the Budget; the Operating Agent shall, however, endeavour to obtain all possible exemptions from such taxes.

(j) *Audit.* Each Participant shall have the right, at its sole cost, to audit the accounts of any work in a Task for which common funds are maintained, on the following terms:

- (1) The Operating Agent shall provide the other Participants with an opportunity to participate in such audits on a cost-shared basis;
- (2) Accounts and records relating to activities of the Operating Agent other than those conducted for the Task shall be excluded from such audit, but if the Participant concerned requires verification of charges to the Budget representing services rendered to the Task by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Operating Agent;
- (3) Not more than one such audit shall be required in any financial year;
- (4) Any such audit shall be carried out by not more than three representatives of the Participants.

## *Article 7*

### INFORMATION AND INTELLECTUAL PROPERTY

It is expected that, for each Task agreed to pursuant to this Agreement, the applicable Annex will contain information and intellectual property provisions.

## *Article 8*

### LEGAL RESPONSIBILITY AND INSURANCE

(a) *Liability of Operating Agent.* The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property and all expenses associated with claims, actions and other costs arising from work undertaken with common funds for a Task shall be charged to the Budget of that Task; such costs and expenses arising from other work undertaken for a Task shall be charged to the Budget of that Task if the Annex so provides or the Executive Committee, acting by unanimity, so decides.

(b) *Insurance.* The Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance, and shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Task.

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

- (1) Result from the failure of the Operating Agent to maintain such insurance as it may be required to maintain under paragraph (b) above; or
- (2) Result from the gross negligence or wilful misconduct of any officers or employees of the Operating Agent in carrying out their duties under this Agreement.

## *Article 9*

### LEGISLATIVE PROVISIONS

(a) *Accomplishment of Formalities.* Each Participant shall request the appropriate authorities of its country (or its Member States in the case of an international organization) to use their best endeavours, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Task in which it is engaged.

(b) *Applicable Laws.* In carrying out this Agreement and its Annexes, the Contracting Parties shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the respective Contracting Parties, 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.

(c) The IEA Framework for International Energy Technology Co-operation, adopted by the IEA Governing Board on 3 April 2003, shall, together with any amendments thereto, be binding upon all Contracting Parties and Sponsors (as defined in the Framework) which have signed or acceded to, and not withdrawn from, this Agreement. A copy of the Framework is attached as Exhibit A to this Implementing Agreement and shall be an integral part thereof .

(d) *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 sole arbitrator to be chosen by the Contracting Parties concerned. Should the Contracting Parties concerned fail to agree upon the selection 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 of the Contracting Parties concerned, exercise those responsibilities. The arbitrator shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties concerned. Operating Agents which are not Contracting Parties shall be regarded as Contracting Parties for the purpose of this paragraph.

## *Article 10*

### ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *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 national agency, public organization, private corporation, company or other entity designated by such government) which signs or accedes to this Agreement, accepts the rights and obligations of a Contracting Party, and is accepted for participation in at least one Task by the Participants in that Task, acting by unanimity. 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 its giving Notice of Participation in one or more Annexes and the adoption of any consequential amendments thereto.

(b) *Admission of New Contracting Parties: OECD Non-Member Countries.* The government of any country which is not a member of the OECD may, on the approval of the Executive Committee, acting by unanimity, and, where required, with the approval of the Committee for Energy Research and Technology, be invited to participate as a Contracting Party in this agreement (or to designate a national agency, public organization, private corporation or other entity to do so) under the conditions stated in paragraph (a) above.

(c) *Participation by the European Communities.* The European Communities may participate in this Agreement in accordance with arrangements to be made by the Executive Committee, acting by unanimity.

(d) *Admission of New Participants in Tasks.* Any Contracting Party may, with the agreement of the Participants in a Task, acting by unanimity, become a Participant in that Task. Such participation shall become effective upon the Contracting Party's giving the Executive Director of the Agency a Notice of Participation in the appropriate Annex and the adoption of consequential amendments thereto.

(e) *Contributions.* The Executive Committee may require, as a condition to admission to participation, that the new Contracting Party or new Participant shall contribute (in the form of cash, services or materials) an appropriate proportion of the prior budget expenditure of any Task in which it participates.

(f) *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by

that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph (a) above and in accordance with the procedure provided therein.

(g) *Withdrawal.* Any Contracting Party may withdraw from this Agreement or from any Task 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; except that, where the other Contracting Parties have contributed to common funds for a Task, their proportionate shares in the Task Budget shall be adjusted to take account of such withdrawal.

(h) *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee 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 (g) 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 and gives the Executive Director of the Agency a Notice of Participation in one or more Annexes.

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

## *Article 11*

### FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall remain in force for an initial period of three 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 with the approval of the



Agency's Committee on Energy Research and Technology (CERT). The Executive Committee may, acting by unanimity, terminate this Agreement at any time.

(b) *Legal Relationship of Contracting Parties and Participants.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties or Participants.

(c) *Termination.* Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, shall arrange for the liquidation of the assets of the Task or Tasks. In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the Task, or the proceeds therefrom, in proportion to the contributions which the Participants have made from the beginning of the operation of the Task, and for that purpose shall take into account the contributions and any outstanding obligations of former Contracting Parties. Disputes with a former Contracting Party about the proportion allocated to it under this paragraph shall be settled under Article 9(d) hereof, for which purpose a former Contracting Party shall be regarded as a Contracting Party.

(d) *Amendment.* This Agreement may be amended at any time by the Executive Committee, acting by unanimity, and any Annex to this Agreement may be amended at any time by the Executive Committee, acting by unanimity of the Participants in the Task to which the Annex refers. Such amendments shall come into force in a manner determined by the Executive Committee, acting under the voting rule applicable to the decision to adopt the amendment.

(e) *Deposit.* The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 7<sup>th</sup> day of July, 1983.  
As amended on 30 November 2007

## **LIST OF CONTRACTING PARTIES AS OF 7 NOVEMBER 2005**

THE DEPARTMENT OF MINES AND RESOURCES  
for and on behalf of the Government of Canada  
(succeeded by Natural Resources Canada)

THE MINISTRY OF ENERGY  
for and on behalf of the Government of Denmark  
(replaced by the Ministry of Environment and Energy, Danish Energy Agency,  
then by the Ministry of Economy and Business Affairs, Danish Energy Authority)

THE FINNISH HEATING PLANTS ASSOCIATION  
(designated by the Government of Finland)  
(replaced by TEKES, The National Technology Agency of Finland)

THE KOREA DISTRICT HEATING CORPORATION<sup>2</sup>  
(designated by the Ministry of Trade, Industry and Energy of the Republic of Korea)

THE NEDERLANDSE ENERGIE ONTWIKKELINGS MAATSCHAPPIJ B.V.  
(designated by the Government of the Netherlands)  
(name changed to the Netherlands Agency for Energy and the Environment (NOVEM), which  
was later replaced by NUON)

THE NORWEGIAN COUNCIL FOR SCIENTIFIC AND INDUSTRIAL RESEARCH  
(designated by the Government of Norway)  
(replaced by the Research Council of Norway)

THE SWEDISH COUNCIL FOR BUILDING RESEARCH  
(designated by the Government of Sweden)  
(replaced by the Swedish National Energy Administration which later changed its name to the  
Swedish Energy Agency)

THE BUILDING RESEARCH ESTABLISHMENT (BRECSU)<sup>3</sup>  
(designated by the Government of the United Kingdom of Great Britain and Northern Ireland)  
(replaced by the Department for Environment, Food and Rural Affairs (DEFRA) NB: Defra  
never actually signed the Agreement)

THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
(replaced by the United States Department of Energy)

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<sup>2</sup> The Korea District Heating Corporation originally participated as an Associate Contracting Party, as provided in the Guiding Principles for Co-operation in the Field of Energy Research and Development of the Agency, since annulled. It now has full Contracting Party status.

<sup>3</sup> BRE, representing Defra, sent a letter of withdrawal on 21.09.05, giving 12 months notice of withdrawal. Defra paid year 2 subscription which ensures membership until 30 April 2007.

## **WITHDRAWALS**

THE GOVERNMENT OF BELGIUM<sup>4</sup>;

CONSIGLIO NAZIONALE DELLE RICERCHE

(designated by the Government of Italy)

(replaced by the Ente per le Nuove Tecnologie l'Energia e l'Ambiente (ENEA)<sup>5</sup>)

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<sup>4</sup> The Government of Belgium withdrew in 1986.

<sup>5</sup> Ente per le Nuove Tecnologie, l'Energia e l'Ambiente (ENEA) withdrew as of 13.05.1993

## 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.

# IEA Implementing Agreement on District Heating and Cooling, including the integration of CHP

## Annex VIII (May 2005-2008)

### 1. Objectives

The objective of this Task is to implement co-operative projects in the field of district heating and cooling and Combined Heat and Power (DHC and CHP). All important efforts and available information on the respective topics should be used in the countries of the Participants.

### 2. Means

Participants shall conduct research and demonstration including, but not limited to, the following fields of interest. Proposals will be contracted to carry out projects in these fields. For each Project an authority from one of the Participants' countries, referred to as the Lead Country, will act as contractor for that Project.

#### **Governing Board and Committee on Energy Research and Technology**

When deciding on a project plan the Executive Committee will take into account any recommendation by the Governing Board of the Committee on Energy Research and Development in the field of district heating. The Executive Committee will consider such recommendations from the IEA Technology Review of District Heating and Combined Heat and Power Systems as may be endorsed by the Governing Board or the Committee on Energy Research and Development in the field of District Heating.

The areas below are the basis for the projects that will be carried out in this Annex. The amount of budget and the quality of proposals will determine which projects in which of the field of interests will be carried out.

	<p><b><i>DHC System Optimisation</i></b></p> <ul style="list-style-type: none"> <li>• <b>Improving the economics for production, distribution and customers.</b> New and innovative ways to improve and optimise DHC systems.</li> <li>• <b>Evaluation of end-user (DH companies and utilities) friendly optimisation tools.</b> This topic requires the evaluation of existing software for monitoring and control the operation of district heating networks.</li> </ul>
	<p><b><i>District Cooling</i></b></p> <ul style="list-style-type: none"> <li>• <b>Improving the efficiency and economics of district cooling</b> A key way to improve efficiency and economics is to increase cooling delta T. How can the economics of district cooling be optimised through integrated consideration of building systems, plant and distribution?</li> <li>• <b>Specific innovative cooling techniques</b> (focusing on integration with district cooling systems -projects focusing solely on cooling production techniques are <b>not</b> invited):</li> </ul>

	<ul style="list-style-type: none"> <li>- cooling sources (e.g. deep water and aquifer cooling; heat-based refrigeration technology; simultaneous heating and cooling using heat pumps)</li> <li>- free cooling/chiller development/improvement of condensing cycle</li> <li>- storage techniques and optimisation</li> </ul> <ul style="list-style-type: none"> <li>• <b>Market issues:</b> <ul style="list-style-type: none"> <li>- business development handbook</li> <li>- economic and environmental issues, including analysis of economic value of the marginal impact on electricity use and design for optimisation of that value.</li> <li>- critical success factors and win-win issues for end users, energy business and the society.</li> </ul> </li> </ul>
	<p><b><i>Economy of Distribution Technologies</i></b></p> <ul style="list-style-type: none"> <li>• <b>Reduced costs and payback of DHC systems including low density areas.</b> Ways of reducing cost are important. This can include techniques which have been researched but not widely applied (e.g. cold laying techniques and efficient substations for increasing delta T), and also new research. In countries where district heating is already a mature technology, and also in those countries where there is significant large-scale new-build activity, cost-effective applications of DHC to low heat demand density areas are particularly important.</li> <li>• <b>Improving the quality/lifetime of pipes including joints.</b> Joints are the most vulnerable area in distribution networks, and recommend work to improve their quality and longevity. For this particular project theme, a supplementary sheet is provided giving further details. Euroheat RTD (Research, Technology and Development) group also identified this as an interesting topic.</li> <li>• <b>Improved distribution maintenance.</b> Dissemination of state-of-the-art technologies and practices (such as leak detection, trench dewatering, improved manholes safety and tunnel communications, improved pavement breaking, corrosion inhibition, in-situ insulation repair, collapsible vent stacks, mapping and GPS system correlation to valve locations; in-building distribution issues – roof mains, risers etc), or development of new technologies and methods, will help DHC systems reduce distribution maintenance costs.</li> </ul>
	<p><b><i>Small Scale DHC/CHP Systems</i></b></p> <ul style="list-style-type: none"> <li>• <b>Decreasing investment costs through improved technology and modular systems.</b> There is significant interest in small-scale DHC with CHP systems since this may be the easiest way to implement new schemes, and they may also be applicable to small communities.</li> <li>• <b>Integration of renewable energy.</b> Focusing on the synergy of renewable energy and DHC systems (projects focusing on renewable energy production techniques are <b>not</b> invited).</li> </ul>

## **Projects**

At the meeting of the Executive Committee in June 2005 Annex VIII officially started. During the first half year of operation five projects were selected and contracted to be carried out. Below is a list of all running projects in Annex VIII:

- a) Cost benefits and long term behaviour of a new all plastic piping system - NUON Tecno (The Netherlands).
- b) New materials and constructions for improving the quality and lifetime of district heating pipes including joints -thermal, mechanical and environmental performance - Chalmers University (Sweden).
- c) Assessing the Actual Annual Energy Efficiency of Building-Scale Cooling Systems - International District Energy Association (USA).
- d) Improved cogeneration and heat utilization in DH networks - Helsinki University of Technology (Finland).
- e) District heating distribution in areas with low heat demand density - ZW Energiteknik (Sweden).

## **Information Exchange**

**Proposed Budget: USD \$35,000**

Each Participant will continuously monitor on-going research, development and demonstration projects in its country. Each Participant will prepare and deliver summary reports on topics of special relevance to this Task to the Operating Agent. The information (along with the possible editing of newsletters) will be disseminated among others by presenting papers at national/international district heating conferences within the IEA Member countries. Furthermore, the information may be disseminated by presenting editorial pages in leading district-heating magazines.

## **3. Results**

The results of this Task will include:

- (a) Reports fully documenting the research work conducted within each Project area;
- (b) Technical reports on topics of special interest to the Participants, resulting from the information exchange activity; and
- (c) Annual reports by the Operating Agent summarising the results of all work.

## **4. Time Schedule**

This Annex shall enter into force on May 1 2005 and shall remain in force for a period of three (3) years. Within the limits of this term of the Agreement this Annex may be extended by two or more Participants, acting in the Executive Committee and shall thereafter apply only to those Participants

## **5. Specific Obligations of the Operating Agent**

In addition to the obligations enumerated in Article 3 and 7 of this Agreement the Operating Agent shall;

- (a) be responsible for the overall administration and co-ordination of the Task
- (b) Consult with Participants and prepare a Programme of Work and Budget for submission to the Executive Committee;
- (c) Prepare annual reports as required by this Implementing Agreement;
- (d) Participate in the preparation of the meetings of the Executive Committee and be responsible for the distributions of the draft Agenda with the necessary papers, including the written reports prepared by the Project Leaders;
- (e) Provide the Executive Committee with a status of the Programme of Work and Budget at each Executive Committee meeting;
- (f) Ensure that suitable contracts are arranged between the Operating Agent and the project leaders for activities to be undertaken within the specific programme.
- (g) Update the IEA-DHC website on a regular basis.
- (h) In order to fulfil the mentioned specific obligations a budget of USD 118,859 has been allocated to the Operating Agent.

## **6. Funding**

### **Common Fund**

- (a) The expenditure incurred in the operation of the Task shall be jointly borne by the Participants, in the amounts indicated in sub-paragraph (c) below. Such expenditure is not expected to exceed the total amount mentioned for each country at 1996 price levels and exchange rates for the initial period referred to in article 4 above and may not exceed such level except upon the unanimous agreement of the Executive Committee.

### **(b) Task Costs**

The budget of the Operating Agent for carrying out the management of the Annex is set at US \$ 118,859 for the initial period.

The Executive Committee, acting by unanimity, shall from time to time adjust the amounts set forth in sub-paragraph (c) below to take account of changes in price levels and exchange rates so as to ensure that the adjusted contributions represent a realistic assessment of the funds needed for the Task.

If significant changes in price levels or exchange rates occur, the Executive Committee, acting by unanimity, shall consider whether to adjust the Programme of Work to the committed funds or to increase the Budget.

### Sharing of Task Costs

The Participants will make annual contributions as follows:

Participant	USD per annum Each participant	USD per annum Total	Total
USA	80.000	80.000	
Canada, UK	40.000	80.000	
Korea, Sweden	30.000	60.000	
Denmark, Finland, Netherlands, Norway	20.000	80.000	
Total annual contribution		300.000	
Total contribution, 3 years			900,000

- (c) Upon approval by the Executive Committee of the annual Programme of Work and Budget the Operating Agent shall invoice each Participant for its contribution, which shall be paid within 30 days of receipt of the invoice.

### 7. Operating Agent

The Operating Agent for this Task shall be The Netherlands Agency for Energy and the Environment (SenterNovem).

### 8. Information and Intellectual Property

#### (a) Executive Committee's Powers

The publication, distribution, handling, protection and ownership of information and intellectual property arising from activities conducted under this Annex shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement

#### (b) Right to Publish

Subject only to patents and copyright restrictions of this Annex, the Participants shall have the right to publish all information provided to or arising from this Annex except proprietary information, but they shall not publish it with a view to profit, except as agreed by the Executive Committee, acting by unanimity.

#### (c) Proprietary Information

The Participants and the Operating Agent shall take all necessary measures in accordance with this Annex, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature 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 Participant without obligation concerning its confidentiality.

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

**(d) Production of Relevant Information**

The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task. The Participants should notify the Operating Agent of all pre-existing information, and information developed independently of the Task known to them which is relevant to the Task and which can be made available to the Task without contractual or legal limitations.

**1. Reports on Programme Work**

Each Participant shall provide reports containing arising information and pre-existing information necessary for and used in the Task, including proprietary information, to the other Participants. The Operating Agent shall provide the summary reports of work performed under this Annex and results thereof (arising information), excluding proprietary information, to the Executive Committee.

**2. Licensing of Pre-existing and Independently Developed Proprietary Information and Inventions**

Each Participant agrees to license all pre-existing proprietary information and inventions as well as proprietary information and inventions developed independently of the Task necessary for and used in the Task and which it owns or controls to the other Participants, their governments and the national of their respective countries designated by them at no cost for use in the Task and on reasonable terms and conditions for any other use in all countries.

**3. Arising Proprietary Information and Inventions**

Proprietary information arising in the course of or under the Task and inventions made or conceived in the course of or under the Task shall be owned by the Operating Agent for the benefit of the Participants at the expense of the Task. Information regarding inventions on which patent protection is to be obtained by the Operating Agent shall not be published or publicly disclosed by the Participants 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 Participant or Operating Agent to appropriately mark reports, which disclose inventions that have not been

appropriately protected by the filing of a patent application.

**(e) Licensing of Arising Proprietary Information and Inventions**

The Operating Agent agrees to license all arising proprietary information and inventions to the Participants, their government and the nationals of their respective countries designated by them on reasonable terms and conditions for use in all countries. The Operating Agent agrees to license all such arising proprietary information and inventions to all Agency Participating Countries on reasonable terms and conditions for use in their own country in order to meet their energy needs.

**(f) Copyright**

The Operating Agent or each Participant for its own Task results shall take appropriate measures necessary to protect copy-rightable material generated under the Task. Copyrights obtained shall be the property of that Participant or the Operating Agent for the benefit of the Participants, provided however, that Participants may reproduce and distribute such material, but shall not publish it with a view to profit.

**(g) Inventors and Authors**

Each Participant shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation with its inventors and authors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

**(h) Determination of ‘National’**

The Participants may establish guidelines to determine what constitutes a ‘national’ Participant.

**9. Participants**

The Contracting parties, which are Participants in this Task, are the following:

- The Department of Natural Resources Canada (Canada),
- The Ministry of Transport and Energy, Danish Energy Authority (Denmark),
- Tekes, the National Technology Agency (Finland)
- Korea District Heating Corporation (Korea),
- NUON District Heating, (The Netherlands)
- The Research Council of Norway (Norway),



- The Swedish Energy Agency (Sweden),
- The Building Research Establishment (United Kingdom),
- Oak Ridge National Laboratory (ORNL), Corporation for Department of Energy (USA).