

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT FOR A CO-OPERATIVE PROGRAMME ON ADVANCED MATERIALS FOR TRANSPORTATION APPLICATIONS

(Rewritten according to the IEA model agreement on Aug 8, 2009 and agreed by the Executive committee in Nov. 2009)

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**IMPLEMENTING AGREEMENT
FOR A CO-OPERATIVE PROGRAMME ON
ADVANCED MATERIALS FOR TRANSPORTATION APPLICATIONS**

AGREEMENT by and among the Participants, as hereinafter defined, in this Agreement.

WHEREAS the governments of IEA Member countries, as hereafter defined, agreed in Article 41 of the I.E.P. Agreement (as hereinafter defined) to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement;

WHEREAS the Participants wish to establish and operate a Programme of Work, as hereinafter defined and as set forth in this Agreement;

WHEREAS the Governing Board of the IEA on 30th March 1979 approved the Programme of Work as a special activity under Article 65 of the I.E.P. Agreement; and

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

WHEREAS the Agency has recognised the establishment of the Programme of Work as an important component of international co-operation in the field of energy research and development;

NOW THEREFORE the Participants hereby agree as follows:

Article 1
DEFINITIONS

- 1.1 *Agency or IEA* shall mean the International Energy Agency.
- 1.2 *Annex* shall mean an addendum, if any, to this Agreement and an integral part thereof, which sets forth the manner, including the financial undertakings, and other means of support, by which the activities of the Annex are implemented by the Contracting Parties.
- 1.3 *Annual Programme of Work* shall mean the activities of the Programme of Work during the period from 1 January to 31 December each year, as adopted by the Executive Committee.
- 1.4 *Annual Report* shall mean a report covering the activities of the Annual Programme of Work.
- 1.5 *CERT* shall mean the Committee on Energy Research and Technology of the IEA.
- 1.6 *Common Fund* shall mean any fund established by the Executive Committee or by an Annex into which the financial contributions of the Participants are placed.
- 1.7 *Contracting Party* shall mean a Contracting Party, as described in the IEA Framework, which has signed or acceded to this Agreement and has not withdrawn from this Agreement.
- 1.8 *End of Term Report* shall mean a report prepared for the IEA Working Party's endorsement and CERT approval at the end of the initial term and each subsequent term of this Agreement, and which covers the Agreement's past achievements and future plans.
- 1.9 *Executive Committee* shall mean the committee established pursuant to Article 6 herein.
- 1.10 *Governing Board* shall mean the Governing Board of the IEA.
- 1.11 *IEA Framework* shall mean the IEA Framework for International Energy Technology Co-operation adopted by the Governing Board on 3 April 2003. The IEA Framework is attached as Exhibit A to this Agreement and is an integral part thereof.
- 1.12 *I.E.P. Agreement* shall mean the Agreement on an International Energy Program dated 18 November 1974, as amended to 7 August 1992.
- 1.13 *IEA Member countries* shall mean the member countries of the IEA.
- 1.14 *IEA Secretariat* shall mean the Secretariat of the IEA.
- 1.15 *International Organisation* shall mean an intergovernmental organisation established by treaty whose members are comprised of sovereign states and/or other intergovernmental organisations.
- 1.16 *OECD* shall mean the Organisation for Economic Co-operation and Development.
- 1.17 *Operating Agent* shall mean the person or legal entity appointed by the Executive Committee to manage the Programme of Work under this Agreement, or the task work under an Annex.
- 1.18 *Participant* shall mean a signatory to this Agreement, whether a Contracting Party or a Sponsor.
- 1.19 *Programme of Work* shall mean the overall plan of activities determined by the Executive Committee to be implemented under this Agreement.
- 1.20 *Sponsor* shall mean any Sponsor, as described in the IEA Framework, which has signed or acceded to this Agreement and has not withdrawn from the Agreement.
- 1.21 *Task* shall mean a particular collaborative R&D activity within the IA's Programme of Work in which some, but not all, Participants may choose to participate. The Task, and the means of participation in the Task, is described in an Annex to the Implementing Agreement.
- 1.22 The *Principal Investigator* is the Contracting Party or Sponsor providing the scientific leadership to an Annex. There shall be only one Principal Investigator per Annex.
- 1.23 *Contributors*: 'Contributors' shall mean individual organisations, other than Contracting Parties, who contribute to completion of annex work plans. They must originate from a country represented by a Contracting Party and their involvement must have the concurrence of the country's representative on the Executive Committee.

Article 2
OBJECTIVE

- 2.1 *Objective:* The general objective of this Implementing Agreement is to provide opportunities for (i) exchange of information, (ii) cooperative research and development, (iii) characterization of materials, (iv) exchange of personnel, materials and instrumentation and (v) development of test methods and standards for advanced materials designed to improve energy efficiency, or reduce GHG emissions, in ground-based transportation applications.
- 2.2 *Co-ordination with Agency Services:*
- (a) In carrying out its functions under this Agreement, the IA shall co-ordinate its activities with those of other services set up under the auspices of the Agency, as necessary, in order to avoid duplication of activities.
 - (b) The exchange of energy information under other international agreements shall not affect Participants' and the program leader's/Operating Agent's rights and obligations under this Agreement nor shall the exchange under this Agreement interfere with the information exchange under such other agreements.

Article 3
ANNEXES

3.1 *Initiation of Annexes.* Annexes may be initiated by two or more Contracting Parties as follows:

- (a) The Contracting Parties shall submit to the Executive Committee a draft Annex;
- (b) The Executive Committee, acting by two-thirds (2/3) majority, shall adopt such Annexes pursuant to Article 6.5(b) below;
- (c) The participation in any Annex by a Participant identified therein shall become effective upon receipt by the Executive Director of the IEA of written notice of the participation in that Annex by the Participant;
- (d) In carrying out the Tasks of various Annexes, the Participants and Operating Agents shall co-ordinate their activities to avoid duplication of Tasks.
- (e) The Participants of each Annex shall identify a Principal Investigator, and in the case of a cost-sharing annex, an Operating agent to implement and/or coordinate the activities within the Annex.
- (f) The Principal Investigator or Operating agent of each Annex shall provide an annual report to the Executive Committee for inclusion in the Implementing Agreement on Advanced Materials for Transportation Applications (IA-AMT) annual report to the IEA Secretariat.

A given Annex shall come into force as determined by the Executive Committee, acting by majority.

Application of Annexes. Each Annex shall be binding only upon the Participants therein and upon the Principal Investigator/Operating Agent for that Annex, and shall not affect the rights or obligations of other Contracting Parties.

Article 4
PROGRAMME OF WORK

- 4.1 The Participants shall carry out the activities under this Agreement, as may be specified in Annexes thereto, in accordance with the Programme of Work.
- 4.2 *Programme Activities:* The program of work can be conducted on a task-sharing basis or on a cost-sharing basis under IEA rules. The Implementing Agreement on Advanced Materials for Transportation Applications (IA-AMT) conducts its programme of work on a task-sharing basis, based on available expertise and resources of the participants. The Executive Committee acting by unanimity can authorize cost-sharing activities on special projects, and shall provide for an Operating Agent to implement that activity. The Programme of Work shall be implemented through co-ordinated activities, co-operatively determined and supported by Participants within the context of this Implementing Agreement. The Programme of Work shall be co-ordinated, as appropriate, with the activities being pursued by the IEA Secretariat and other IEA Implementing Agreements.
- 4.3 *Role of Chair:* In the event that the programme of work is being carried out on a task-sharing basis, the Chair of the Executive Committee will assume responsibility for meeting the reporting requirements under the IEA framework and ensuring procedures are carried out in accordance with Article 6 of this document.

Article 5
THE OPERATING AGENT

- 5.1 *Designation:* Subject to the provisions of this Agreement, if an activity is being carried out by cost-sharing mode, as authorized by the Executive Committee, acting in unanimity, the Executive committee shall designate an Operating Agent for the implementation of this Agreement [and/or each Annex], unless otherwise agreed by the Participants. References in this Agreement to an Operating Agent shall apply to all designated Operating Agents.
- 5.2 *Acceptance of Functions:* Each Operating Agent shall accept its specific functions and responsibilities under this Agreement or the relevant Annex by providing a Notice of Acceptance to the Executive Committee and to the IEA Executive Director.
- 5.3 *Role of the Operating Agent:* The Operating Agent shall be responsible to the Executive Committee for the operation of this Implementing Agreement in accordance with this Agreement, the Programme of Work, and the implementation of decisions of the Executive Committee. The Operating Agent shall:
- (a) enact all legal acts required to carry out the activities under this Agreement on behalf of the Executive Committee members, unless the Executive Committee decides otherwise, acting by unanimity; and
 - (b) hold, for the benefit of the Executive Committee members, the legal title to all property rights which may accrue to or be acquired for this Implementing Agreement, unless the Executive Committee decides otherwise, acting by unanimity.
- Each Operating Agent shall facilitate the activities to be carried out under this Agreement in accordance with this Agreement and the laws of the country of the Operating Agent.
- 5.4 *Staff:* It shall be the responsibility of the Operating Agent/program manager to retain such staff as may be required to carry out this Agreement in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilise the services of personnel employed by other Participants (or organisations or other entities designated by the Participants) and made available to the Operating Agent by secondment or otherwise.
- 5.5 *Remuneration of Staff:* Staff members shall be remunerated by their respective employers and shall, except as provided in this Agreement, be subject to their employers' conditions of service.
- 5.6 *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 7 hereunder.
- 5.7 *Replacement:* The Executive Committee may, upon two-thirds (2/3) majority vote, replace an Operating Agent. The replacement Operating Agent shall accept its functions and responsibilities following the procedure as set forth in Article 5.2 above.
- 5.8 *Resignation:* An Operating Agent shall have the right to resign at any time by giving [three (3)] months written notice to that effect to the Executive Committee. Should a replacement be designated by the Participants before the expiry of such period of notice, the current Operating Agent shall cease its functions on the date indicated by the replacement Operating

Agent in its Notice of Acceptance, or as may otherwise be determined by the Executive Committee in agreement with the replacement Operating Agent. [Should a replacement not be appointed by the expiry of such period of notice, the current Operating Agent shall continue to perform all its functions, with the same rights and obligations, for an additional maximum period of [three (3)] months.]□

- 5.9 *Accounting:* For any activities conducted under the cost-share basis, the 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 implementation of this Agreement in the course of carrying out its responsibilities as Operating Agent.

Should the Operating Agent be replaced or resign as Operating Agent, it shall provide the Executive Committee no later than thirty (30) days after termination of its duties, with an accounting for the current year through to the termination date.

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

- 5.11 *Information and Reports:* An Operating Agent shall furnish to the Executive Committee such information concerning the implementation of this Agreement as the Executive Committee may request and shall each year submit, not later than two months (2) after the end of the financial year, a report on the status of the implementation of this Agreement.

- 5.12 *Liability of Operating Agent:* The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement and shall be responsible for ensuring that this Implementing Agreement is conducted in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property and all legal liabilities, claims, actions, costs and expenses connected therewith shall be charged to the budget of this Implementing Agreement.

- 5.13 *Insurance:* The Operating Agent shall obtain relevant available insurance. The cost of obtaining and maintaining insurance shall be charged to the budget of this Implementing Agreement or of the relevant Annex.

- 5.14 *Responsibility of Operating Agent:* The Operating Agent shall be liable, in accordance with the laws of the country in which the Operating Agent resides or is registered, to indemnify the Participants against the cost of any damage to property and against all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

(a) result from the failure of the Operating Agent to maintain any such insurance it is required to maintain under Article 5.13; or

(b) result from the gross negligence or wilful misconduct of any of the Operating Agent's employees or officers carrying out its duties under this Agreement.

Article 6
THE EXECUTIVE COMMITTEE

- 6.1 *Supervisory Control:* Control of this Implementing Agreement shall be vested in the Executive Committee constituted under this Article.
- 6.2 *Membership:* The Executive Committee shall consist of one representative designated by and representing each Participating country; each Participating country shall also designate an alternate representative who shall represent the Participant if the representative is unable to do so. Each Participant shall inform the Executive Director of the IEA and the Operating Agent in writing of all designations under this paragraph.
- 6.3 *Responsibilities:* The Executive Committee shall:
- (a) adopt for each year, acting by two-thirds (2/3) majority vote, the Annual Programme of Work and budget for each cost-shared activity within this Implementing Agreement, together with an indicative Programme of Work and budget for the following two years; the Executive Committee may, as required, make adjustments to the Programme of Work and budget for each cost shared activity;
 - (b) make such rules and regulations as may be required for the sound management of this Implementing Agreement;
 - (c) consider any matters submitted to it by the Operating Agent or any Participant; and
 - (d) carry out the other functions conferred upon it by this Agreement.
- 6.4 *Procedures:* The Executive Committee shall carry out its responsibilities in accordance with the following procedures:
- (a) The Executive Committee shall elect a Chair and one or more Vice-Chairs for a term of three years;
 - (b) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and the IEA Secretariat may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;
 - (c) The Executive Committee shall meet in regular session at least once a year; a special meeting may be convened by the Chair upon the request of any Contracting Party which can demonstrate such a need;
 - (d) At least twenty-eight (28) days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Participant and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting; and
 - (e) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the Contracting Parties plus one (less any resulting fraction) of the Contracting Parties.

6.5 *Voting:*

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

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

- (c) Should an Executive Committee representative entitled to vote, or his/her designated alternate, be unable to attend an Executive Committee meeting, such Executive Committee representative may grant a proxy to another Executive Committee representative, or may communicate to the Chair of the Executive Committee by mail, fax, e-mail or other electronic transmission in writing, no later than ten days prior to the date of the meeting, his/her vote on any decision or recommendation which shall be subject to a vote.

- (d) The decisions and recommendations referred to in sub-paragraphs (a)-(c) above may, upon the reasonable request of any Executive Committee representative, be made by written procedure by mail, e-mail, telex or cable, or other means of electronic transmission without the necessity for calling a meeting.

In that case, the Executive Committee Chair or the Operating Agent 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 (21) days to vote from the date of delivery of the written procedure documentation, or any other period as may be determined by the Executive Committee, acting by unanimity. The Executive Committee Chair or the Operating Agent shall ensure that all representatives are informed of each decision or recommendation made pursuant to this sub-paragraph. A written procedure may be conducted by e-mail and the written procedure may include language such that a lack of response by a given member will be deemed an affirmative vote.

- (e) The failure of any representative, or alternate representative in the absence of the representative, to vote at a meeting, in person or by proxy, or the failure of any representative, or alternate representative in the absence of the representative, to respond to a vote required by written procedure pursuant to sub-paragraph (d) above, shall be considered an abstention and such abstention shall not block an otherwise two-thirds (2/3) majority vote.
- (f) If a government has designated more than one Contracting Party to this Agreement, the representatives or alternate representatives designated by those Contracting Parties together may cast only one vote under this Article.
- (g) For the purposes of this Paragraph 6.5, a majority shall mean one-half plus one (rounded down to the nearest whole number) of those voting or represented.

Article 7
FINANCE

- 7.1 *Individual Financial Obligations:* Unless otherwise agreed by the Participants in writing, each Participant shall bear its own costs in carrying out the activities under this Agreement and any Annexes, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other *per diem* expenses.
- 7.2 *Common Financial Obligations* Participants wishing to share the costs of a specific activity under the Implementing Agreement may agree to do so, subject to the provision contained in 5.3 by unanimity. The apportionment of contributions to such costs (whether in the form of cash, services rendered in-kind, intellectual property or the supply of material) and the use of such contributions shall be determined by the regulations and decisions made pursuant to this Article by the Executive Committee under Article 6 hereof.
- 7.3 *Contribution to a Common Fund:* Should Participants agree to establish a Common Fund under the Annual Programme of Work and budget, any financial contributions due from Participants 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:
- (a) contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and budget; and
 - (b) the Operating Agent shall be under no obligation to carry out any work until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.
- 7.4 *Income:* Income accruing from the operations of this Implementing Agreement shall be credited to this Implementing Agreement.
- 7.5 *Financial Rules, Expenditure:* The Executive Committee, upon unanimous vote, may make such regulations as are required for the sound financial management of the activities under this Agreement including, where necessary:
- (a) establishment of budgetary and procurement procedures to be used by the Operating Agent in making payments from a Common Fund which may be maintained by Participants for the account of an Annex, cost-shared activity, or in making contracts on behalf of the Participants; and
 - (b) establishment of minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payments of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.
- 7.6 *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.
- 7.7 *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 this Agreement or an Annex.

- 7.8 *Audit:* Each Contracting Party shall have the right, at its sole cost, to audit the accounts of any work under this Agreement or an Annex for a Common Fund is maintained on the following terms:
- (a) The Operating Agent shall provide the Participants with an opportunity to participate in such audits on a cost - shared basis;
 - (b) Accounts and records relating to activities of the Operating Agent other than those conducted for the purpose of this Agreement shall be excluded from such audit, but if the Participant concerned requires verification of charges to the budget representing services rendered for this Agreement or any Annex 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; and
 - (c) Not more that one such audit shall be required in any financial year.
- 7.9 *Winding-Up Fund:* The Executive Committee, following the proposal of the Operating Agent, may establish levels of contribution towards the creation of a winding-up fund.

Article 8
INFORMATION CONTROL AND INTELLECTUAL PROPERTY

- 8.1 *Information control:* The Executive Committee shall establish, by two-thirds (2/3) majority vote, the necessary provisions and procedure relating to the use of proprietary information, the right to publish information, the licensing of inventions resulted from the cost-shared activity, and the copyright of material other than the material referred to in Paragraph 8.3 and 8.4 below.
- 8.2 *Intellectual Property:* When an activity or task pursuant to this agreement or any of its annexes is carried out through a task-shared arrangement (in which there is no common fund to finance the work), the rights and obligations pertaining to information and intellectual property that may arise from the work shall be solely those of the contracting party/participant that financed and conducted the work. When an activity or task is carried out through a cost-shared activity in which the contracting parties/participants contribute to a common fund to finance the work, the rights and obligations pertaining to information and intellectual property that may arise from the work shall be determined and agreed to by the contracting parties/participants prior to the commencement of the activity or task.
- 8.3 *OECD/IEA Copyrights:* The Participants understand and agree that the OECD/IEA shall retain the copyright to all deliverables, materials or joint material or joint publications published or to be published by the IEA or jointly by the IEA and one or more other parties. Should the Participants use any such deliverables, materials or joint material or joint publications they shall seek the prior written approval of the IEA Secretariat and, if the IEA gives such approval, the Participants shall give full acknowledgement to the OECD/IEA as being the source of the material, with a copyright notice in the following form: © OECD/IEA, (year of publication).
- 8.4 *OECD/IEA Intellectual Property.* The Participants understand and agree that the name, acronym and emblem of the IEA has been notified to the World Intellectual Property Organisation (WIPO) Secretariat according to Article 6 of the Paris Convention for the Protection of Industrial Property, as amended on 28 September 1979. The Participants, the Operating Agent, the Implementing Agreement and their agents, representatives and assignees may NOT use the IEA name, acronym or logo without the IEA's prior written approval.

Article 9
LEGISLATIVE PROVISIONS

- 9.1 *Accomplishment of Formalities:* Each Participant shall request the appropriate authorities of its country (or its Member States in the case of an International Organisation) to use their best endeavours, subject to applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the activities under this Agreement.
- 9.2 *Applicable Laws:* In implementing this Agreement the Participants 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 Participants.
- 9.3 *Settlement of Disputes:* Any dispute among the Participants concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement within thirty (30) days from the notice of one Participant to the other Participants, shall be referred to a sole arbitrator to be chosen by the Participants in dispute.

Should the Participants fail to agree upon the choice of the arbitrator, within thirty (30) days of notice of arbitration, the President of the Permanent Court of Arbitration in The Hague shall, at the request of any Participant, exercise that responsibility. The arbitrator shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and his decision on a question of fact shall be final and binding. An Operating Agent which is not a Participant shall be regarded as a Participant for the purpose of this Paragraph, where the Operating Agent is a party to the dispute.

Article 10
ADMISSION, PARTICIPATION AND WITHDRAWAL OF PARTICIPANTS

- 10.1 *Admission of New Contracting Parties:*
- (a) Upon the invitation of the Executive Committee, acting by two-thirds (2/3) majority vote, admission to this Agreement shall be open to Contracting Parties, as set forth in the IEA Framework; and
 - (b) The Executive Committee shall establish the terms and conditions for the admission, participation and withdrawal of the Contracting Parties in this Agreement, including their rights and obligations, provided that no Contracting Party be accorded any rights greater than those permitted to the various Contracting Parties as set forth in the IEA Framework.
- 10.2 *Admission of Sponsors:*
- (a) Upon the invitation of the Executive Committee, acting by two-thirds (2/3) majority vote, participation in this Agreement shall be open to Sponsors, as set forth in the IEA Framework; and
 - (b) Participation of Sponsors requires prior approval by the CERT. The terms and conditions, including rights and obligations, of Sponsors' participation in this Agreement shall be

established by the Executive Committee, provided that no Sponsor be accorded greater rights than those permitted to Sponsors in the IEA Framework.

- 10.3 *Replacement of Contracting Parties:* Upon the request of a government, a Participant designated by that government may be replaced by another party, provided that the Executive Committee agrees by two-thirds (2/3) majority vote (not including the vote from the participant being replaced). In the event of such replacement, the replacement party shall assume the rights and obligations of a Participant as provided in Paragraph 10.1 above and in accordance with the procedure provided herein.
- 10.4 *Withdrawal:* Any Participant may withdraw from this Agreement (a) by giving twelve (12) months prior written notice in the form of a Notice of Withdrawal to the Executive Director of the IEA, such notice to be given not less than one year after the date hereof or (b) at any time prior to such twelve (12) months prior notice, with the two-thirds (2/3) majority approval of all other members of the Executive Committee. The withdrawal of any Participant under this Paragraph shall not affect the rights and obligations of the other Participants except that, where the other Participants have contributed to one or more Common Funds, their proportionate shares in the budget shall be adjusted to take account of such withdrawal.
- The Participant that has given Notice of Withdrawal, or that has requested the Executive Committee to approve its withdrawal at an earlier date, shall maintain all its rights and obligations, including of financial nature, until the date of effect of the withdrawal.
- 10.5 *Change of Status of Participant:* A Participant other than a government or an international organisation shall forthwith notify the Executive Committee and the IEA Secretariat of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Participant significantly affects the interests of the other Participants and take the appropriate actions.
- 10.6 *Failure to Fulfil Contractual Obligations:* Should any Participant fail to fulfil its obligations under this Agreement, the Executive Committee shall give that Participant written notice, specifying the failure and invoking this Paragraph. If, sixty (60) days after receipt of such notice, the Participant remains in default of its obligations, the Executive Committee, upon two-thirds (2/3) majority vote (not including the Participant said to be in default), may deem the Participant to have withdrawn from this Agreement and shall so notify the Participant in writing.

Article 11
EXPIRY OR TERMINATION OF THE AGREEMENT

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

In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the cost-shared activity, or the proceeds there from, if any, among the Participants in proportion to the contributions which the Participants have made from the beginning of the operation of the activity, and for that purpose shall take into account the contributions and any outstanding obligations of current or former activity Participants.

Article 12
FINAL PROVISIONS

- 12.1 *Term of Agreement:* This Agreement shall enter into force upon signature by at least two Contracting Parties from IEA Member countries and shall remain in force for an initial period of five years. It may be extended for additional periods of up to five years, as may be determined by the Executive Committee upon majority vote and upon approval by the CERT. Notwithstanding the provision set forth in this Paragraph, the Executive Committee may, upon two-thirds (2/3) majority vote, terminate this Agreement at any time.
- 12.2 *Amendment:* The Participants, acting through the Executive Committee, may amend this Agreement upon two-thirds (2/3) majority vote. All amendments to this Agreement or any of its Annexes shall be integrated into a new electronic version and distributed according to Paragraph 12.4 below.
- 12.3 *Applicable Rules:* The IEA Framework for International Energy Technology Co-operation, adopted by the IEA Governing Board on 3 April 2003, applies to, and is an integral part of, this Agreement solely for the duration of this Agreement. A copy of the Framework is attached as Exhibit A to this Agreement.
- 12.4 *Deposit:* The Executive Committee Chair shall deposit the original of this Agreement, and all amended versions thereof, in electronic form with the Office of the Legal Counsel of the IEA, acting on behalf of the Executive Director of the IEA, and shall furnish a certified copy thereof to each Participant and the Agreement's Operating Agent.

EXHIBIT A

IEA FRAMEWORK FOR INTERNATIONAL ENERGY TECHNOLOGY CO-OPERATION

I. General Principles

Article 1 Mandate

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

Article 2 Nature of Implementing Agreements

- 2.1 The activities of an Implementing Agreement may include, *inter alia*:
 - (a) co-ordination and planning of specific energy technology research, development and deployment studies, works or experiments carried out at a national or international level, with subsequent exchange, joint evaluation and pooling of the scientific and technical results acquired through such activities;
 - (b) participation in the operation of special research or pilot facilities and equipment provided by a participant, or the joint design, construction and operation of such facilities and equipment;
 - (c) exchange of information on (i) national programmes and policies, (ii) scientific and technological developments and (iii) energy legislation, regulations and practices;
 - (d) exchanges of scientists, technicians or other experts;
 - (e) joint development of energy related technologies; and
 - (f) any other energy technology related activity.
- 2.2 Participation in an Implementing Agreement shall be based on equitable sharing of obligations, contributions, rights and benefits. Participants in an Implementing Agreement shall undertake

to make constructive contributions, whether technical, financial or otherwise, as may be agreed by the Executive Committee.

- 2.3 Some or all of the participants in an Implementing Agreement may choose to execute specific projects and/or programmes through Annexes to the Implementing Agreement.

II. Rules Applicable to IEA Implementing Agreements

Article 3 Participation, Admission and Withdrawal

- 3.1 An Implementing Agreement can be established by two or more IEA Member countries subject to approval of the Committee on Energy Research and Technology (CERT) and of the Governing Board. There are two possible categories of participants in Implementing Agreements: Contracting Parties and Sponsors.

3.2 Contracting Parties may be

- (a) the governments of both OECD member or OECD non-member countries;
- (b) the European Communities;
- (c) international organisations in which the governments of OECD member countries and/or OECD non-member countries participate; and
- (d) any national agency, public organisation, private corporation or other entity designated by the government of an OECD member country or an OECD non-member country, or by the European Communities.

3.2.1 Participation in any Implementing Agreement for OECD non-member countries or for international organisations requires prior approval by the CERT. However, should the CERT consider a first time application by an OECD non-member country or an international organisation to be sensitive, it may refer the decision to the Governing Board as it deems appropriate.

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

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

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

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

3.3 Sponsors may be

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

(b) non-intergovernmental international entities in which one or more entities of OECD member countries or OECD non-member countries participate.

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

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

(a) have voted in favour of the applicant to join the Implementing Agreement and provide evidence of the same to the CERT;

(b) provide the CERT with a copy of the terms and conditions of the applicant's participation in the Implementing Agreement; and

(c) provide the CERT with a letter from the applicant expressing the applicant's desire to join the Implementing Agreement and specifying which Annexes it wishes to join; its acceptance of the terms and conditions of the Implementing Agreement; and the name of the entity that will sign the Implementing Agreement.

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

3.3.4 Notwithstanding Article 3.3.3, no Sponsor shall have greater rights or benefits than Contracting Parties from OECD non-member countries and no Sponsor shall be designated Chair or Vice-chair of an Implementing Agreement.

3.4 The CERT shall have the right to not approve participation of a Sponsor if the terms and conditions of such participation do not comply with this Framework, any Decisions of the CERT or the Governing Board and the Shared Goals of the IEA.

Article 4
Specific Provisions

- 4.1 Unless the CERT otherwise agrees, based on exceptional circumstance and sufficient justification, Implementing Agreements shall be for an initial term of up to, but no more than, five years.
- 4.2 An Implementing Agreement may be extended for such additional periods as may be determined by its Executive Committee, subject to approval of the CERT. Any single extension period shall not be greater than five years unless the CERT otherwise decides, based on exceptional circumstances and sufficient justification.
- 4.3 Notwithstanding Paragraph 4.2, should the duration of the programme of work of an Annex exceed the term of the Implementing Agreement to which it relates, the CERT shall not unreasonably withhold approval to extend the Implementing Agreement for such additional period to permit the conclusion of the work then being conducted under the Annex.
- 4.4 Either the Contracting Parties or the Executive Committee of each Implementing Agreement shall:
- 4.4.1 approve the programme activities and the annual programme of work and budget for the relevant Implementing Agreement;
 - 4.4.2 establish the terms of the contribution for scientific and technical information, know-how and studies, manpower, capital investment or other forms of financing to be provided by each participant in the Implementing Agreement;
 - 4.4.3 establish the necessary provisions on information and intellectual property and ensure the protection of IEA copyrights, logos and other intellectual property rights as established by the IEA;
 - 4.4.4 assign the responsibility for the operational management of the programme or project to an entity accountable to the Executive Committee of the relevant Implementing Agreement;
 - 4.4.5 establish the initial term of the Implementing Agreement and its Annexes;
 - 4.4.6 approve amendments to the text of the Implementing Agreement and Annexes; and
 - 4.4.7 invite a representative of the IEA Secretariat to its Executive Committee meetings in an advisory capacity and, sufficiently in advance of the meeting, provide the IEA Secretariat with all documentation made available to the Executive Committee representatives for purposes of the meeting.

Article 5 Copyright

5.1 Notwithstanding the use of the IEA name in the title of Implementing Agreements, the Implementing Agreements, the Executive Committee or the entity responsible for the operational management of the programme or project may use the name, acronym and emblem of the IEA as notified to the World Intellectual Property Organisation (WIPO) only upon prior written authorisation of the IEA and solely for the purposes of executing the Implementing Agreements.

The IEA shall retain the copyright to all IEA deliverables and published or unpublished IEA material. Implementing Agreements wishing to use, copy or print such IEA deliverables and/or material shall submit a prior written request of authorisation to the IEA.

Article 6
Reports to the IEA

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

Article 7
Effective Date

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