



IEA 4E Technology Collaboration Programme

15-16 November 2022
30th 4E ExCo Meeting, Utrecht

AGENDA PAPER A.14

Revision to IEA framework for TCPS

For Discussion/Decision

Jamie Hulan and Mark Ellis to lead

Proposal

This proposes changes to the 4E Legal Text in order to bring it in line with the IEA Framework for International Technology Co-operation, adopted in 2021.

Recommendations

It is recommended that the Executive Committee:

1. **Consider** the proposed draft Legal Text
2. **Note** the key issues highlighted in the Summary provided
3. **Decide** on the key issues

Key Issues

1. The IEA adopted a new Framework in 2021 and all TCPs are required to consider amendments to update their Legal Text. These must be approved before an application for an extension to the TCP can be made.
2. The 4E Legal Text provides the overarching arrangements that are similar for all TCPs. In the case of 4E, our Legal Text is complemented by the (more detailed) 4E Operating Manual and together they provide the administrative framework for the 4E TCP.
3. The 4E Operating Agent has been liaising with the IEA Legal Team to produce a new Legal Text. This draft document is Attachment B.
4. A summary of the key changes is included below as Attachment A.
5. Note that additional changes will be made to this text and the Operating Manual following the decisions made at this ExCo.
6. This change to the Legal Text does not require Contracting Parties to re-sign or make any additional commitments.

Background

The IEA provides the framework for collaboration through TCPs, which is known as the IEA Framework for International Technology Co-operation. This forms the basis for the 4E TCP Legal Text which, together with the 4E Operating Manual, describes the rules and operating procedures for the 4E TCP.

Summary of Proposed Changes to the 4E Legal Text

16 October 2022

1 Background

The IEA provides the framework for collaboration through TCPs, which is known as the IEA Framework for International Technology Co-operation. This forms the basis for the 4E TCP Legal Text which, together with the 4E Operating Manual, describes the rules and operating procedures for the 4E TCP.

The 4E Legal Text provides the overarching arrangements that are similar for all TCPs. The 4E Operating Manual is approved by the 4E ExCo and can be more easily changed than the Legal Text.

The 4E Legal Text first came into force on 13 March 2008 and was amended on 15 May 2014. The IEA adopted a new Framework in 2021 and all TCPs are required to consider amendments to update their legal text. These must be approved before an application for an extension to the TCP can be made – due in the case of 4E by the end February 2024.

The IEA Legal Team has produced a set of proposed changes to the current text. Many of these proposals are minor editorials and clarifications. The following sections highlight the most significant changes proposed.

The new text proposed by the IEA Legal Team is shown in *indented italics below*. Comments are provided by the 4E Operating Agent.

It should be noted that once agreed by the 4E ExCo:

- Contracting Parties are not required to re-sign the Legal Text or make any additional commitments
- The 4E Operating Manual will be revised in line with any agreed changes (eg. Terminology).

2 Key Changes

Obligations for participants

The following textual changes are proposed.

Clause 1.1) Scope of Activity

The 4E work programme of the Implementing Agreement to be carried out by the Participants within the framework of this Agreement promotes government actions that encourage the use of energy efficient end-use equipment and systems. The Implementing Agreement provides a forum for member country delegates and invited stakeholders to:

- *Collect and analyse information, share expertise and pool resources on energy efficient end-use equipment systems;*
- *Coordinate internationally acceptable approaches that promote energy efficient end-use equipment and systems; and*
- *Develop greater understanding of policies and practices in the field of energy efficient end-use equipment and systems.*

Comment

The current text reflects the current objectives of 4E. These may need to be adjusted following agreement on the new Strategic Plan for the next term.

Clause 1.2) Co-ordination and Co-operation.

The Participants agree to co-operate in co-ordinating their activities and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to co-operate on joint activities in order to achieve those objectives.

Clause 1.3) Coherence with other international activities.

The participants agree that activities under this Agreement should be consistent and coherent with activities being pursued by the IEA Secretariat and other TCPs. The Participants further agree that activities under this Agreement should be coordinated with relevant external initiatives to enhance the reach of their activities and to avoid duplication of efforts.

Comment

These changes seem entirely consistent with the aims and objectives of 4E.

Clause 2.2) Change of name for Annexes

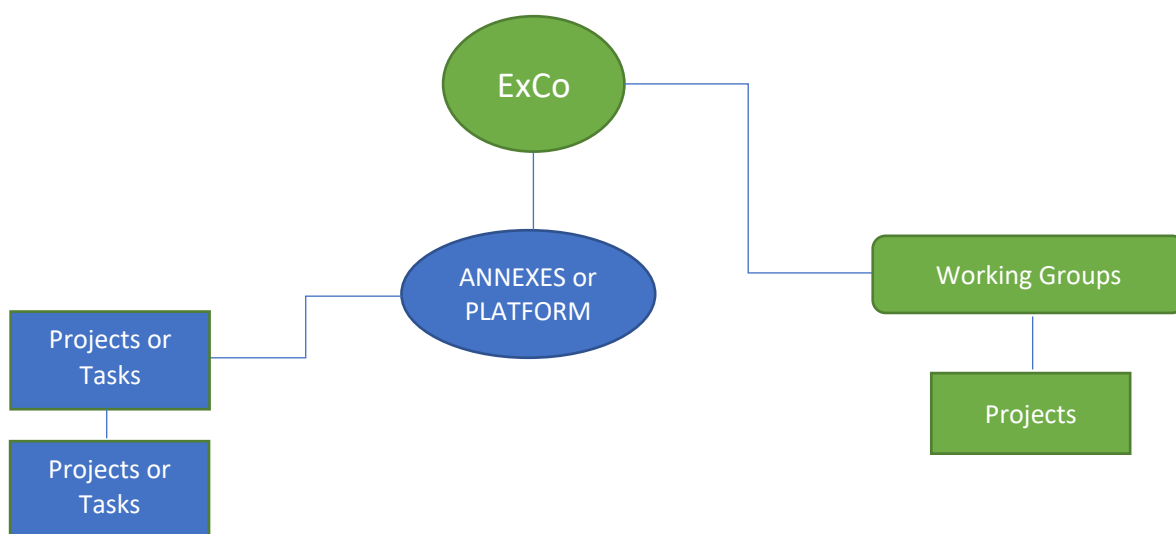
The IEA recommend that we cease to use the term “Annexes” to describe areas of activity. “Platforms” is suggested for day-to-day usage but we may also choose something more appropriate.

Note that the term ‘Annex’ would still exist, but it refers only to the legal text itself that describes the terms of the ‘Platform’ and which is appended to the Legal Text.

Comment

The term Annex means little to those outside the TCP world, and ‘Platform’ may provide a more transparent description that denotes a broad area of work. Alternatively, we could choose to use the term: Task, Project or Working Group, which are also used by some other TCPs.

Currently, the terms ‘Project’ and ‘Task’ are used differently throughout 4E, as shown in the following diagram. This would seem like a good opportunity to consider a consistent hierarchy of terms to describe the different levels of activities under 4E, e.g. all specific activities might be known as Tasks and the term Project is no longer used.



The term Annex will be retained as the legal text describing the scope of the Platform and attached to the 4E legal text. It should be noted that EMSA, EDNA and PECTA all include the term ‘Annex’ within their title, and they are recognised by these acronyms. Therefore, it would be sensible for them to retain these acronyms even if they are henceforth referred to as a ‘platform’ or by some other term; e.g. EMSA would be known as the ‘Electric Motor Systems Platform (EMSA)’, etc.

Clause 2.2b) Participation in Annexes/Platforms

Proposed new text:

Platform selection. *Participants are expected to participate in at least one Platform. In general, Participants may select which Platforms they wish to participate in, except that the Executive Committee may decide to make a particular Platform (or Platforms) mandatory for all Participants by a unanimous decision.*

Comment

This requires each Participant to join at least one Annex/Platform of their own choosing. This would not change the situation for the vast majority of current Participants who already participate in at least one Annex.

It also gives the ExCo the ability at some point in the future to make participation in one or more nominated Annexes mandatory for all Participants. This use to be the case in 4E for the Mapping & Benchmarking Annex until 2014.

Clause 2.4) Partnership arrangements

This provision implements Article 6 of the new Framework and clarifies authorities for the Chair of the TCP to enter into co-operative arrangements with external initiatives, including other TCPs and other multilateral initiatives.

“The Participants may carry out joint activities with multilateral initiatives involving IEA Members, Accession or Association countries, the IEA Secretariat, and other TCPs and other organisations and initiatives.”

Comment

This provision makes explicit something that was previously allowed.

Clause 3) Optional co-ordinator role for IEA Secretariat

This provision implements the new “Coordinator” role authorised by Article 5 of the Framework, enabling the IEA to act in an advisory role for a specific Platform/Task/Project. While there is no current plan to use this at the moment, it’s inclusion allows for this option to remain available to the TCP in the future.

Note that the inclusion of this clause would still require an additional decision of the ExCo and agreement between the TCP and the IEA before any specific activities could be carried out.

“The Executive Committee may invite the IEA Secretariat to act as a Coordinator for a Platform.

“Functions of a Coordinator. The Coordinator would be expected to coordinate, facilitate and advise the Platform Participants in jointly implementing the Platform. Specific activities would be agreed between the Platform Participants and the Coordinator and may include supporting Platform Participants in developing the work plan of the Platform, tracking of progress on activities and outputs, carrying out research and analytical tasks, dissemination of analytical findings and outputs, planning and coordinating meetings of Platform Participants, and other agreed activities.”

Comment

Although we currently have no intended use of this provision, as noted we could adopt it but not use it at the present time. It should be noted that the role of Co-ordinator precludes the holding of common funds, holding IP rights or other legal functions that may be associated with Operating Agents.

Clause 4.1 & 4.2) Replace ‘Operating Agents’ with ‘Programme Manager’

It is proposed to replace the legal term ‘Operating Agent’ with an alternative, that better reflects the roles performed in a way that is better understood by those outside the IEA.

Comment

The term of Operating Agent is not well understood outside the legal world and the IEA. The IEA have proposed the terms ‘Programme Manager’ or ‘Secretary’, but we may choose another, although not Co-ordinator since this will be the term used for the IEA in Clause 3.

This would not alter the roles and responsibilities that 4E selects for these appointments.

At the same time, there is the potential to distinguish between the 4E Operating Agent and Annex/Platform Operating Agents by creating the roles of Secretary (4E) and Platform Manager, if so desired.

Clause 6.4) ExCo Responsibilities

The changes to the current text are to clarify existing arrangements:

*Supervisory Control. All decision-making authority and supervisory control over all activities carried out under this Implementing Agreement shall be vested in the **Executive Committee**.*

Responsibilities. The Executive Committee shall:

- (a) adopt for each year, acting by unanimous vote, the Annual Programme of Work and budget of this Implementing Agreement; the Executive Committee may, as required, make adjustments to the Programme of Work and budget;*
- (b) oversee the implementation of Platforms including through approving the initial text of the Annex for each Platform and any amendments to an existing Annex, approving the Annual Programme of Work and Annex budgets, following and tracking progress of each Platform, and approving any final outputs or results;*
- (c) make such rules and regulations as may be required for the sound management of this Implementing Agreement;*

Comment

These clarifications appear sensible and are consistent with current practice.

Clause 6.4) ExCo meetings

The changes to the current text are to clarify existing arrangements:

The Executive Committee shall meet in regular session at least twice a year; a special meeting may be convened by the Chair upon the request of any Contracting Party or Sponsor that can demonstrate such a need;

For each meeting, the Executive Committee shall designate a time, location, and format—which may include in-person or electronic format;

At least twenty-eight (21) days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting as well as any matters requiring decision shall be communicated to each representative 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

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). The quorum for resolutions or decisions of the Executive Committee relating to a Platform shall be one half of the Participants participating in that Platform.

Comment

These clarifications appear sensible.

Clause 6.4) 4E Chair and Vice-chairs

The Executive Committee shall elect a Chair and one or more Vice-Chairs, each for a term of two years, renewable. Only representatives of Contracting Parties shall be eligible to hold the position of Chair or Vice-Chair of the Executive Committee. No representative of a Sponsor will be eligible to be Chair or Vice-Chair of the Executive Committee

Comment

The proposed changes to the current text make it explicit that the ExCo can re-elect the Chair and Vice-chairs for further periods.

Clause 8) IP Provisions

The IEA have updated the IP provisions in this Article to include provisions for handling copyrights with the IEA, including joint materials, and also includes text required by the Framework regarding use of the IEA name and logo.

Comment

The current wording is lengthy and largely redundant, so making this more streamlined and appropriate would appear sensible.

Clause 9.4) Limited sponsors

This provision implements the new Limited Sponsor participant category. The IEA recommends that all TCPs incorporate this category into their IAs, even if there are no plans to use it. If it is not included at this stage, it may cause difficulties in the future if the TCP decides it wants to use this option.

*Types of Participants. There are three types of Participants authorised under this Implementing Agreement. **Contracting Parties, Sponsors, and Limited Sponsors.** In all cases, participation is subject to the terms and conditions found in this Article and any conditional established by the Executive Committee, which in neither case shall be inconsistent with those found in the Framework.*

*The Executive Committee may, acting by unanimous vote, invite an entity of an IEA Member, Accession or Association country that is not a Designated Entity to join a Platform under this Implementing Agreement as a **Limited Sponsor** as described in Article 2.6 of the Framework.*

Participation of Limited Sponsors does not require prior approval by the Committee on Energy Research and Technology provided that the Limited Sponsor:

- *Does not have the right to appoint a representative to the Executive Committee;*
- *Is authorised to participate in only one Platform; and*
- *Participation is limited to no more than three years.*

The Executive Committee shall establish the terms and conditions for the admission, participation and withdrawal of Limited Sponsors in Platforms under this Implementing Agreement, including their rights and obligations, provided that no Limited Sponsor will be accorded greater rights than those permitted to Limited Sponsors in the IEA Framework.

Comment

This provision allows for temporary participation within an Annex/Platform by countries that are not 4E Members. Similar to current provisions for observers, except that fees can be charged and other requirements imposed if considered desirable.

Clause 9.9) Suspension of Participants

The IEA has introduced this new provision as an additional sanction which falls short of removing a Participant from the TCP:

At any time and for any reason, the Executive Committee may decide to temporarily suspend a Participant's participation for a defined period of at least one month and no more than 12 months. At the end of any such period of suspension, the Executive Committee may decide to renew the suspension for an additional period or to formally terminate the Participant from this Implementing Agreement. All decisions under this paragraph must be unanimous (not including the Participant concerned).

Comment

This appears a sensible addition.

ExCo Voting

The IEA Legal Team has made numerous changes to the text in order to make it clearer.

Comment

The ExCo should review the detailed procedures with respect to postal ballots, majority decision making, abstention and quorums to ensure that these make sense and reflect how we wish to operate.

Attachment B: Draft of revised 4E Legal Text

**INTERNATIONAL ENERGY AGENCY
TECHNOLOGY COLLABORATION PROGRAMME**

**ENERGY EFFICIENT END-USE EQUIPMENT
IMPLEMENTING AGREEMENT**

(as amended on)

TABLE OF CONTENTS

<i>Article 1</i>	4
OBJECTIVE.....	4
<i>Article 2</i>	4
METHOD OF IMPLEMENTATION	4
<i>Article 3</i>	6
COORDINATOR.....	6
<i>Article 4</i>	7
PROGRAMME MANAGERS.....	7
<i>Article 5</i>	8
RESPONSIBILITIES OF PROGRAMME MANAGERS	8
<i>Article 6</i>	9
THE EXECUTIVE COMMITTEE	9
<i>Article 7</i>	11
FINANCE.....	11
<i>Article 8</i>	13
INFORMATION AND INTELLECTUAL PROPERTY	13
<i>Article 9</i>	15
ADMISSION, PARTICIPATION AND WITHDRAWAL OF PARTICIPANTS	15
<i>Article 10</i>	18
GENERAL PROVISIONS.....	18
TERM AND TERMINATION OF THE AGREEMENT	19
<i>EXHIBIT A</i> – IEA FRAMEWORK FOR INTERNATIONAL ENERGY TECHNOLOGY CO-OPERATION	21

INTERNATIONAL ENERGY AGENCY
TECHNOLOGY COLLABORATION PROGRAMME

ENERGY EFFICIENT END-USE EQUIPMENT
IMPLEMENTING AGREEMENT

(as amended on)

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

WHEREAS the governments of the International Energy Agency (**IEA**) agreed in Chapter VII of the Agreement on an International Energy Program to undertake long-term cooperation in the field of energy research and development;

WHEREAS the Governing Board of the IEA on 12 March 2008 approved the establishment of this Implementing Agreement as a special activity under Article 65 of the Agreement on an International Energy Program; and

WHEREAS the Governing Board of the IEA has adopted the Framework for the Technology Collaboration Programme (**Framework**) updated most recently on 6 April 2020;

WHEREAS the IEA 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 Contracting Parties, Sponsors and Limited Sponsors, known individually and collectively as **Participants**, hereby agree as follows:

Article 1

OBJECTIVE

- 1.1 Scope of activity. The 4E work programme of the Implementing Agreement to be carried out by the Participants within the framework of this Implementing Agreement promotes government actions that encourage the use of energy efficient end-use equipment and systems. The Implementing Agreement provides a forum for member country delegates and invited stakeholders to:
- Collect and analyse information, share expertise and pool resources on energy efficient end-use equipment systems;
 - Coordinate internationally acceptable approaches that promote energy efficient end-use equipment and systems; and
 - Develop greater understanding of policies and practices in the field of energy efficient end-use equipment and systems.
- 1.2 *Co-ordination and Co-operation.* The Participants agree to co-operate in co-ordinating their activities and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to co-operate on joint activities in order to achieve those objectives.
- 1.3 *Coherence with other international activities.* The participants agree that activities under this Implementing Agreement should be consistent and coherent with activities being pursued by the IEA Secretariat and other Technology Collaboration Programmes (TCPs). The Participants further agree that activities under this Implementing Agreement should be coordinated with relevant external initiatives to enhance the reach of their activities and to avoid duplication of efforts.

Article 2

METHOD OF IMPLEMENTATION

- 2.1 *Programme of Work.* The Participants may periodically agree on a **Strategic Work Plan** for each term outlining the overall plan of activities to be carried out under this Implementing Agreement.
- (a) The Executive Committee shall ensure that activities outlined in any Strategic Work Plan are consistent with the objectives outlined in Article 1.
 - (b) The Executive Committee may approve the Strategic Work Plan as needed.

2.2 *Platforms.* The Participants shall implement the Implementing Agreement by undertaking one or more Platforms. A Platform is any activity or set of activities carried out collaboratively within the scope of the objectives outlined in Article 1 and the Strategic Work Plan.

- (a) *Platform Participants.* Each Platform shall be open to all Participants and must have at least two Contracting Parties at any given time. Each Participant shall confirm its intention to participate in a Platform by informing the IEA Office of Legal Counsel in the manner requested by the IEA. Those Participants that have confirmed their participation in a specific Platform are known as **Platform Participants**.
- (b) *Platform selection.* Participants are expected to participate in at least one Platform. In general, Participants may select which Platforms they wish to participate in, except that the Executive Committee may decide to make a particular Platform (or Platforms) mandatory for all Participants by a unanimous decision.
- (c) *Annexes.* Each Platform shall be governed by the terms of an Annex, which is an addendum to this Implementing Agreement and sets out the manner, including financial undertakings, intellectual property allocations and licensing, and other means of support, by which the activities of a particular Task will be implemented by the Platform Participants. An Annex may outline several **Tasks** that shall be carried out collaboratively by the Platform Participants.
- (d) *Initiation of Platforms.* The Executive Committee shall establish procedures for Participants to propose and develop new Platforms, including drafting the Annex. A new Platform will be formally initiated once the Executive Committee approves the draft Annex by a unanimous vote.

2.3 *Annexes.* The following requirements are applicable to Annexes.

- (a) *Contents.* Each Annex shall include a description of the scope of the work of the Platform, the duration of the Platform, and any other terms and conditions such as intellectual property allocation and licensing, financial or in-kind support requirements.
- (b) *Amendment.* The Executive Committee may amend an Annex at any time by a unanimous vote.
- (c) *Application of Annexes.* Once approved by the Executive Committee, each Annex shall become an integral part of this Implementing Agreement. Each Annex shall be binding only upon the Platform Participants and the relevant Programme Manager(s) and shall not affect the rights and obligations of other Participants.
- (d) *Depository of Annexes.* Each Annex and any amendments to an Annex shall be deposited with the IEA Office of Legal Counsel.

2.4 *Partnerships.* The Executive Committee may authorise joint activities with multilateral initiatives involving IEA Members, Accession or Association countries, the IEA Secretariat, and other TCPs and other organisations and initiatives.

- (a) The Executive Committee may by unanimous vote, authorise the Chair to enter into Memoranda of Understanding or other non-binding instruments on behalf of the Executive Committee to outline expectations for joint activities with external initiatives, including other TCPs.

Article 3

COORDINATOR

- 3.1 *Invitation to act as Coordinator.* The Executive Committee may invite the IEA Secretariat to act as a Coordinator for a Platform.
- 3.2 *Functions of a Coordinator.* The Coordinator would be expected to coordinate, facilitate and advise the Platform Participants in jointly implementing the Platform. Specific activities would be agreed between the Platform Participants and the Coordinator and may include supporting Platform Participants in developing the work plan of the Platform, tracking of progress on activities and outputs, carrying out research and analytical tasks, dissemination of analytical findings and outputs, planning and coordinating meetings of Platform Participants, and other agreed activities.
- 3.3 *Limitations.* The IEA Secretariat's acceptance to act as Coordinator is subject to terms and conditions necessary to conform to the IEA's governance structures, rules and regulations and subject to the availability of funds and resources. Acceptance of the invitation does not create any legal obligations on the IEA. The IEA Secretariat shall not be deemed to have accepted the obligations of a Programme Manager. In particular, the IEA Secretariat would not carry out legal acts on behalf of Participants, receive contributions to a Common Fund held on behalf of Participants, hold legal title to property on behalf of or for the benefit of Participants, or be liable to indemnify Participants for its activities as Coordinator.
- 3.4 *Termination of Coordinator arrangement.*
 - (a) The IEA Secretariat may resign from the role of Coordinator at any time by giving 30 days' written notice to the Executive Committee.
 - (b) The Executive Committee may terminate the Coordinator arrangement upon 30 days written notice to the IEA Office of Legal Counsel.

Article 4

PROGRAMME MANAGERS

4.1 *Programme Managers.*

- (a) *Designation.* The Executive Committee, acting by unanimous vote, may designate one or more Programme Managers, at either the level of the Executive Committee or an individual Platform, to perform functions on behalf of the Participants in the implementation of this Implementing Agreement or an individual Platform.
- (b) *Role.* The Programme Managers shall assist the Executive Committee and/or the Platform Participants in carrying out their responsibilities in accordance with this Implementing Agreement, its Annexes, any specifications and conditions approved by the Executive Committee, and any applicable laws. This may include organising meetings, drafting and distributing agendas, minutes and other documents, assisting in the overall co-ordination of the work of the different Platforms, and undertaking other activities as may be required by the Executive Committee or Platform Participants. Programme Managers shall also be responsible to execute special projects upon the direction of the Executive Committee.
- (c) *Reimbursement of costs.* The Executive Committee may provide that expenses and costs incurred by a Programme Manager in carrying out its designated functions under this Implementing Agreement shall be reimbursed from funds made available by the Participants or pursuant to Article 7 of this Implementing Agreement and subject to any financial rules established by the Executive Committee under Article 7.6.

4.3 *Management of common funds.* The Executive Committee may authorise a Programme Manager to manage a Common Fund on behalf of Participants or Platform Participants pursuant to Articles 5 and 7.2 of this Implementing Agreement.

4.4 *Information and reports.* Programme Managers shall provide to the Executive Committee any information concerning the implementation of this Implementing Agreement or a Platform that is requested by the Executive Committee.

4.5 *Procedures for designation and replacement of Programme Managers.* The Executive Committee shall establish procedures for selection, consideration and replacement of Programme Managers. The Programme Manager shall accept its specific functions and responsibilities under this Implementing Agreement by providing a **Notice of Acceptance** to the IEA Office of Legal Counsel.

4.6 *Resignation.* A Programme Manager shall have the right to resign at any time by giving written notice to the Executive Committee six months prior to the intended resignation date, unless a shorter period is approved by the Executive Committee.

Article 5

RESPONSIBILITIES OF PROGRAMME MANAGERS

- 5.2 *Scope of Authority.* In addition to the roles described above, each Programme Manager shall:
- (a) perform, in accordance with instructions from the Participants or Platform Participants, any legal acts necessary to carry out its designated functions under this Implementing Agreement; and
 - (b) hold, for the benefit of the Participants or Platform Participants, the legal title to all property rights which may accrue to or be acquired by the Programme Manager in carrying out its designated functions under this Implementing Agreement.
- 5.3 *Staff:* It shall be the responsibility of a Programme Manager to retain such staff as may be required to carry out designated functions under this Implementing Agreement in accordance with rules determined by the Executive Committee. A Programme Manager 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 Programme Manager by secondment or otherwise. Staff members made available by secondment shall be remunerated by their respective employers and shall, except as provided in this Implementing Agreement, be subject to their employers' conditions of service.
- 5.4 *Financial procedures in event of change of Programme Manager.*
- (a) *Accounting.* Should a Programme Manager be replaced or resign, it shall provide the Executive Committee no later than 30 days after it ceases its function, with an account of any expenditures and any monies and other assets (including property rights) it may have collected or acquired in carrying out its designated functions for the current year through to its end date.
 - (b) *Transfer of materials, rights and assets.* Once a replacement Programme Manager is designated, the outgoing Programme Manager shall provide any and all information necessary to carry out the Programme Manager's designated functions to the replacement Programme Manager and shall transfer to the replacement Programme Manager any property rights, money and other assets that it holds on behalf of the Participants or Platform Participants.
- 5.5 *Liability and Insurance.*
- (a) *Liability of Programme Manager.* Each Programme Manager shall use all reasonable skill and care in carrying out its duties under this Implementing Agreement and shall be responsible for ensuring that its functions are 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 arising from or connected to a Programme Manager's functions under this Implementing Agreement shall be charged to the budget of this Implementing Agreement or the relevant Platform, as appropriate.
 - (b) *Insurance.* Each Programme Manager shall obtain sufficient insurance covering its activities under this Implementing Agreement and shall report to the Executive Committee regarding the insurance it has obtained. The cost of obtaining and

maintaining insurance may be reimbursed pursuant to Article 7.

- (c) *Responsibility of Programme Manager.* Each Programme Manager shall be liable, in accordance with the laws of the country in which it resides or is registered, to indemnify the Participants or Platform Participants, as appropriate, 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:
- i. result from the failure of the Programme Manager to maintain any such insurance it is required to maintain under this Article; or
 - ii. result from the gross negligence or wilful misconduct of any of the Programme Manager or any of its employees or officers carrying out its designated functions under this Implementing Agreement.

Article 6

THE EXECUTIVE COMMITTEE

- 6.1 *Supervisory Control.* All decision-making authority and supervisory control over all activities carried out under this Implementing Agreement shall be vested in the **Executive Committee**.
- 6.2 *Membership.* The Executive Committee shall consist of one representative designated by and representing each Contracting Party and Sponsor. Unless otherwise decided by the Executive Committee, each Contracting Party and Sponsor may also designate up to three alternate representatives, one of whom shall represent it if the representative is unable to do so. Each Contracting Party and Sponsor shall inform the IEA Secretariat, the Chair and the Secretary of all designations.
- 6.3 *Responsibilities.* The Executive Committee shall:
- (a) adopt for each year, acting by unanimous vote, the Annual Programme of Work and budget of this Implementing Agreement; the Executive Committee may, as required, make adjustments to the Programme of Work and budget;
 - (b) oversee the implementation of Platforms including through approving the initial text of the Annex for each Platform and any amendments to an existing Annex, approving the Annual Programme of Work and Annex budgets, following and tracking progress of each Platform, and approving any final outputs or results;
 - (c) make such rules and regulations as may be required for the sound management of this Implementing Agreement;
 - (d) consider any matters submitted to it by the Programme Manager or any Participant; and
 - (e) carry out the other functions conferred upon it by this Implementing 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, each for a term of two years, renewable. Only representatives of Contracting Parties shall be

eligible to hold the position of Chair or Vice-Chair of the Executive Committee. No representative of a Sponsor will be eligible to be Chair or Vice-Chair of the Executive Committee;

- (b) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning.
- (c) A representative of the Programme Manager and a representative of the IEA Secretariat may attend meetings of the Executive Committee in an advisory capacity;
- (d) The Executive Committee shall meet in regular session at least twice a year; a special meeting may be convened by the Chair upon the request of any Contracting Party or Sponsor that can demonstrate such a need;
- (e) For each meeting, the Executive Committee shall designate a time, location, and format—which may include in-person or electronic format;
- (f) At least 21 days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting as well as any matters requiring decision shall be communicated to each representative 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
- (g) 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). The quorum for resolutions or decisions of the Executive Committee relating to a Platform shall be one half of the Participants participating in that Platform.

6.5 *Voting.*

- (a) *Unanimous vote.* When this Implementing Agreement expressly requires a unanimous vote for a particular decision or recommendation, and for all decisions or recommendations related to the Common Fund or Budget of this Implementing Agreement or for a Platform, the Executive Committee shall act by agreement of each Contracting Party whose representative is present and voting.
- (b) *Majority vote.* When this Implementing Agreement makes no express provision for a particular decision or recommendation, the Executive Committee shall act by agreement of a majority of those Contracting Parties whose representatives are present and voting.
- (c) *Proxy voting.* If a Contracting Party's primary or alternate representatives are unable to attend an Executive Committee meeting, the representative may grant a proxy to another Executive Committee representative, or may communicate to the Chair by mail, fax, e-mail or other electronic transmission in writing, no later than five (5) days prior to the date of the meeting, his/her vote on any decision or recommendation which shall be subject to a vote.
- (d) *Written procedure.*
 - i. Any decision and recommendation of the Executive Committee, upon the reasonable request of any Executive Committee representative, be made by written procedure by mail, e-mail or other means of electronic transmission, without the necessity for calling a meeting.

- ii. The Chair shall ensure that all Executive Committee representatives (i) receive the necessary documentation in relation to each decision or recommendation and (ii) 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 Chair.
 - iii. Unless otherwise specified in the message beginning a written procedure a lack of response by an Executive Committee representative will be deemed to be an affirmative vote.
 - iv. The Chair shall ensure that all representatives are informed of the outcome of each written procedure promptly following the deadline for voting.
- (e) *Effect of abstention.* The failure of any representative, or alternate representative in the absence of the representative, to vote at a meeting, in person or by proxy shall be considered an abstention and such abstention shall not block an otherwise unanimous or majority vote.
 - (f) *Multiple Contracting Parties.* If a government has designated more than one Contracting Party to this Implementing Agreement, the representatives or alternate representatives designated by those Contracting Parties together may cast only one vote and shall be counted only once for the purposes of calculating quorum and have the right to cast only one vote.
 - (g) *Definition of Majority.* For the purposes of this Article, a majority shall mean one-half plus one (rounded down to the nearest whole number).
 - (h) *Primary and alternate representatives.* Each Contracting Party is entitled to only one vote. If both primary and alternate representatives are present, only the vote of the primary representative shall be counted.
- 6.6 *Limited Sponsors.* Limited Sponsors are not entitled to appoint a representative to the Executive Committee and may not vote on decisions or recommendations of the Executive Committee.
- 6.7 *Reports.* The Executive Committee shall provide the IEA with the reports and information indicated in Article 8 of the Framework.

Article 7

FINANCE

- 7.1 *Individual Financial Obligations.* Unless otherwise agreed by unanimous vote, each Participant shall bear its own costs in carrying out the activities under this Implementing 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.* If the Executive Committee wishes to share the costs of implementing this Implementing Agreement it shall agree, by unanimous vote, to establish a **Common Fund**. If Participants in a particular Platform wish to share the costs of implementing specific Platform activities the Platform Participants may establish a Common Fund by specifying in the terms of the appropriate Annex. The apportionment of contributions

to such costs (whether in the form of cash, services rendered, in-kind, intellectual property or the supply of material) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.

- 7.3 *Contribution to a Common Fund.* Should Participants agree to establish a Common Fund for sharing the costs of implementing this Agreement or for sharing the costs of implementing specific Platform activities, any financial contributions due from Participants shall be paid to the appropriate Programme Manager at such times and upon such other conditions as the Executive Committee, acting by unanimous vote, shall determine, provided, however, that:
- (a) contributions received by the Programme Manager shall be used solely in accordance with the Programme of Work and budget of the Implementing Agreement or the Task; and
 - (b) the Programme Manager 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.* Any income which accrues from the operation of this Implementing Agreement shall be credited to the budget of this Implementing Agreement.
- 7.5 *Changes in number of Participants of the Implementing Agreement.* When new Participants join the Implementing Agreement, the Executive Committee, acting by unanimous vote, shall decide the specific scale of contributions for the new Participants (if any) and the shares of contributions for the existing Participants may be adjusted accordingly.
- 7.6 *Financial Rules, Expenditure.* The Executive Committee, upon unanimous vote, may make such regulations as are required for the sound financial management of the activities under this Implementing Agreement including, where necessary, establishment of:
- (a) budgetary and procurement procedures to be used by the Programme Managers in making payments from a Common Fund or in making contracts on behalf of the Participants; and
 - (b) minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payments of monies to the Programme Manager for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.
- 7.7 *Accounting.* The system of accounts employed by the Programme Manager shall be in accordance with accounting principles generally accepted in the country of the Programme Manager and consistently applied.
- 7.8 *Taxes.* The Programme Manager shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with this Implementing Agreement or an Annex.
- 7.9 *Audit.* Each Contracting Party and Sponsor shall have the right, at its sole cost, to audit the accounts of any activities under this Implementing Agreement or an Annex in which it participates for which a Common Fund is maintained on the following terms:
- (a) The Programme Manager 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 Programme Manager other than those conducted for the purpose of this Implementing Agreement or the Annex shall be excluded from such audit, but if the Participant concerned requires verification of charges to the budget representing services rendered for this Implementing Agreement or any Annex by the Programme Manager, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Programme Manager; and
- (c) Not more than one such audit shall be required in any financial year.

Article 8

INFORMATION AND INTELLECTUAL PROPERTY

- 8.1 *Information and Intellectual property.* The Executive Committee shall establish, by unanimous vote, the necessary provisions and procedures relating to the use of proprietary information and intellectual property, including the right to publish information, the licensing of inventions and the copyright of material other than the material referred to in Article 8.2 and within each Annex, as described in Article 2.
- 8.2 *IEA Copyrights.* The Participants understand and agree that the IEA shall retain the copyright to all background IEA work, materials or publications shared with the Participants by the IEA in connection with this Implementing Agreement and that the IEA grants the Participants a license to use such work, materials or publications for purposes connected with this Implementing Agreement. Should the Participants wish to use any such work, materials or publications, for other purposes not connected with this Implementing Agreement, they shall seek the prior written approval of the IEA Secretariat and attribute the IEA as the source of the material in accordance with the IEA's terms and conditions.
- 8.3 *Joint intellectual property.* The IEA and the Participants or Programme Manager, as appropriate, will negotiate in good faith a separate written agreement prior to carrying out collaborative or joint activities that may result in the creation of intellectual property. Such written agreement will set out the intellectual property provisions that take into consideration the nature of the activity and financial or intellectual contributions.
- 8.4 *IEA name, acronym and logo.* The Participants understand and agree that the name, acronym and logo of the IEA have been communicated under Article 6 ter(3)(b) of the Paris Convention for the Protection of Industrial Property as amended on 28 September 1979. None of the Participants, the Programme Managers, nor their agents, representatives and assigns may use the IEA name, acronym or logo without the IEA's prior written approval.
- 8.5 *Copyright.* In accordance with rules determined by the Executive Committee, acting by unanimity, the Programme Manager, or each Annex Participant for its own work, shall take appropriate measures necessary to protect copyrightable material generated under an Annex. Copyrights obtained shall be the property of the Participant for its own work, and the Programme Manager for other works generated under the Annex in trust for and for the benefit of the Annex Participants, provided, however, that Participants may reproduce and distribute

such material, in accordance with paragraph 8.5 below.

8.6 *Production of Relevant Information.* Each Annex Participant agrees to provide to the Programme Manager all previously existing information, and information developed independently of the Annex, which is needed by the Programme Manager to carry out its functions under the Annex and freely at the disposal of the Participant and the transmission of which is not subject to any contractual or legal limitations. Such information shall be made available, preferably in English, in accordance with the terms and conditions agreed upon by the Annex Participant and the Programme Manager within the scope of the rules, procedures and guidelines which may be established by the Executive Committee. The Programme Manager shall encourage the governments of those Agency countries which do not participate in this Implementing Agreement, to make available or to identify to the Programme Manager all published or otherwise freely available information known to them that is relevant to the Annex.

8.7 *Proprietary Information.* The Participants and the Programme Manager shall take all necessary measures in accordance with this Article, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Article, proprietary information shall include information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques) which:

- (a) is not generally known or publicly available from other sources;
- (b) has not previously been made available by the owner to others without obligation concerning its confidentiality; and
- (c) 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 to ensure that it is marked "Proprietary Information".

8.8 *Use of Confidential or Proprietary Information.* If a Participant has access to confidential or proprietary information which would be useful to an Programme Manager in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Programme Manager, to the extent permitted under applicable confidentiality obligations, laws and regulations, but shall not become part of reports or other documentation, nor be communicated to the other Participants except as may be agreed between the Programme Manager and the Participant which supplies such information. The Participant shall endeavour to make such information available to the relevant Annex under reasonable conditions, and the Executive Committee may, acting by unanimity, decide to acquire such information.

8.9 *Access by Participants to Information.* The Annex Participants shall be entitled without charge to have access to data maintained by the Annex, to receive, reproduce and, in accordance with the rules determined by the Executive Committee, distribute to third parties copies of relevant literature and data produced by the Annex. Information so received by the Annex Participants shall not be published with a view to profit except as the Executive Committee, acting by

unanimity of the relevant Annex Participants, may agree or provide by rule. The Executive Committee may lay down guidance as to the use any Annex Participant may make of the data maintained by the Annex and, where appropriate, the charges to be imposed.

- 8.10 *Warranties.* Subject to Article 9.2 below, each Annex Participant warrants that the use of the information it provides under the Annex does not violate proprietary rights, copyrights or security classification rules of its country. However, the Annex Participants do not warrant the accuracy of the information provided by them or its suitability for any particular use or application by a recipient.
- 8.11 *Exchange of Information with Others.* The Executive Committee shall, acting by unanimity of the relevant Annex Participants, determine the rules by which information available to that Annex may be made available to international organisations as well as governments and other appropriate entities of countries which do not participate in the Annex.
- 8.12 *Effect of Termination or Withdrawal.* The Executive Committee shall, at the time of the termination of this Implementing Agreement or any Annex or the withdrawal of any Participant from this Implementing Agreement, adopt appropriate measures for the subsequent application of paragraph 8.7 above and related questions which shall include rules as to the use any previous Annex Participant may make of the information and, where appropriate, the charges to be imposed.

Article 9

ADMISSION, PARTICIPATION AND WITHDRAWAL OF PARTICIPANTS

- 9.1 *Types of Participants.* There are three types of Participants authorised under this Implementing Agreement. **Contracting Parties, Sponsors, and Limited Sponsors.** In all cases, participation is subject to the terms and conditions found in this Article and any conditional established by the Executive Committee, which in neither case shall be inconsistent with those found in the Framework.
- 9.2 *Contracting Parties.*
- (a) The Executive Committee may, acting by unanimous vote, invite the government of a country, the European Commission, or an intergovernmental organisation to join this Implementing Agreement as a Contracting Party as described in Article 2.4 of the Framework.
 - (b) Following receipt of an invitation, the government of a country may select a **Designated Entity** to act as the Contracting Party on its behalf. A Designated Entity may be any national agency, public organisation, private corporation or other entity. Contracting

Parties that are Designated Entities have the same rights and obligations as Contracting Parties that do not select a Designated Entity.

- (c) The Executive Committee shall establish the terms and conditions for the admission, participation and withdrawal of the Contracting Parties in this Implementing Agreement, including their rights and obligations, provided that no Contracting Party will be accorded greater rights than those permitted to Contracting Parties as set out in the Framework.
- (d) A Contracting Party's participation shall become effective on the date of its signature to this Implementing Agreement. The **Signature Page** shall be deposited with the IEA Office of Legal Counsel.
- (e) The government of a country that has selected a Designated Entity to act as the Contracting Party on its behalf may replace the entity with another national agency, public organisation, private corporation or other entity by sending a **Notice of Replacement** of Designated Entity to the IEA Office of Legal Counsel. The new Designated Entity shall assume the rights and obligations as Contracting Party of the previous Designated Entity effective on the date of its signature to this Implementing Agreement.

9.3 *Sponsors.*

- (a) The Executive Committee may, acting by unanimous vote, invite an entity that is not a Designated Entity under this Implementing Agreement or a non-intergovernmental international entity to join this Implementing Agreement as a Sponsor as described in Article 2.5 of the Framework.
- (b) Participation of Sponsors in this Implementing Agreement requires prior approval by the Committee on Energy Research and Technology.
- (c) The Executive Committee shall establish the terms and conditions for the admission, participation and withdrawal of Sponsors in this Implementing Agreement, including their rights and obligations, provided that no Sponsor will be accorded greater rights than those permitted to Sponsors as set out in the Framework.
- (d) A Sponsors participation shall become effective on the date of its signature to this Implementing Agreement. The Signature Page shall be deposited with the IEA Office of Legal Counsel.

9.4 *Limited Sponsors.*

- (a) The Executive Committee may, acting by unanimous vote, invite an entity of an IEA Member, Accession or Association country that is not a Designated Entity to join a Platform under this Implementing Agreement as a Limited Sponsor as described in Article 2.6 of the Framework.

- (b) Participation of Limited Sponsors does not require prior approval by the Committee on Energy Research and Technology provided that the Limited Sponsor:
 - i. Does not have the right to appoint a representative to the Executive Committee;
 - ii. Is authorised to participate in only one Platform; and
 - iii. Participation is limited to no more than three years.
- (c) The Executive Committee shall establish the terms and conditions for the admission, participation and withdrawal of Limited Sponsors in Platforms under this Implementing Agreement, including their rights and obligations, provided that no Limited Sponsor will be accorded greater rights than those permitted to Limited Sponsors in the IEA Framework.
- (d) A Limited Sponsor's participation shall become effective on the date that it submitted a Notice of Sponsorship to the IEA Office of Legal Counsel signalling its intent to be bound by the terms of Limited Sponsorship established by the Executive Committee and the terms of the particular Annex.

9.5 *Contributions.* The Executive Committee may require, as a condition of admission to participation that the new Participant shall contribute (in the form of financial contributions, services rendered, in-kind, intellectual property or the supply of materials) an appropriate proportion of the proper budget expenditure of any Task in which it participates.

9.6 *Withdrawal.*

- (a) Any Contracting Party or Sponsor may withdraw from this Implementing Agreement according to the following process:
 - i. The Participant shall submit a **Notice of Withdrawal** to the IEA Office of Legal Counsel providing 12 months' notice of its withdrawal.
 - ii. The Participant may, if desired, request permission from the Executive Committee to withdraw at a time prior to the effective date specified in its Notice of Withdrawal. The Executive Committee should consider the request for early withdrawal at its next meeting or by written procedure. Approval requires a unanimous vote of the Executive Committee. If approved, the Chair should inform the IEA Office of Legal Counsel of the effective date of the Participant's withdrawal.
- (b) The withdrawal of a Participant under this Article 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.
- (c) A 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.

- (d) Participants may withdraw from a specific Platform by informing the IEA Office of Legal Counsel according to procedures stipulated by the Executive Committee. If a Limited Sponsor withdraws from the Task it is participating in according to this procedure, it shall also be deemed as having withdrawn from the Implementing Agreement.

9.7 *Change of Status of Participant.* A Participant other than a government or an international organisation shall immediately notify the Executive Committee and the IEA Office of Legal Counsel 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. If the Executive Committee determines that it does, then:

- (a) that Participant shall be deemed to have withdrawn from the Implementing Agreement under Article 9.6 on a date to be fixed by the Executive Committee; and
- (b) where the Participant is a Designated Entity, the Executive Committee shall invite the government to designate, within a period of three months of the withdrawal, a replacement Designated Entity.

9.8 *Failure to Fulfil Contractual Obligations.* Should any Participant fail to fulfil its obligations under this Implementing Agreement, the Executive Committee shall give that Participant written notice, specifying the failure and invoking this Article. If, sixty (60) days after receipt of such notice, the Participant remains in default of its obligations, the Executive Committee, (other than the Participant said to be in default), acting by unanimous vote, may deem the Participant to have withdrawn from this Implementing Agreement. The Chair shall notify the Participant in writing of such a decision.

9.9 *Suspension.* At any time and for any reason, the Executive Committee may decide to temporarily suspend a Participant's participation for a defined period of at least one month and no more than 12 months. At the end of any such period of suspension, the Executive Committee may decide to renew the suspension for an additional period or to formally terminate the Participant from this Implementing Agreement. All decisions under this paragraph must be unanimous (not including the Participant concerned).

Article 10

GENERAL PROVISIONS

10.1 *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 Implementing Agreement.

- 10.2 *Applicable Laws.* In carrying out this Implementing Agreement and its Annexes, 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. Nothing in this Implementing Agreement shall be regarded as constituting a partnership between any of the Participants.
- 10.3 *Applicable rules.* This Implementing Agreement is governed by the terms of the Framework for the Technology Collaboration Programme, which is attached as Exhibit A. The Framework is an integral part of this Implementing Agreement. Where there is any inconsistency between the terms of this Implementing Agreement and the Framework, the Framework shall prevail.
- 10.4 *Settlement of Disputes:* Any dispute among the Participants concerning the interpretation or the application of this Implementing 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 concerned.
- 10.5 *Arbitration.* 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 those responsibilities. The arbitrator shall decide any such dispute by reference to the terms of this Implementing Agreement and any applicable laws and regulations, and his decision on a question of fact shall be final and binding. Programme Managers which are not Participants shall be regarded as a Participant for the purpose of this Article.
- 10.6 *Amendment:* The Contracting Parties and Sponsors, acting through the Executive Committee, may amend this Implementing Agreement upon unanimous vote.
- 10.7 *Deposit:* The IEA, acting on behalf of the Executive Director of the IEA, shall serve as depository for the original of this Implementing Agreement, together with its Annexes and any amendments, and all membership documentation.
- 10.8 *Electronic version.* The IEA Office of Legal Counsel will maintain an electronic version of this Implementing Agreement, as amended, and shall distribute it to Participants upon request.

Article 11

TERM AND TERMINATION OF THE AGREEMENT

- 11.1 *Initial Term of Implementing Agreement:* This Implementing 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.
- 11.2 *Extension.* It may be extended for additional periods of up to five years, as may be determined by the Executive Committee upon unanimous vote and upon approval by the Committee on Energy Research and Technology. Any single extension shall not be greater than five years unless the Committee on Energy Research and Technology otherwise decided based on exceptional circumstances and sufficient justification.

- 11.3 *Termination.* The Executive Committee may, upon unanimous vote, terminate this Implementing Agreement or any Annexes at any time.
- 11.4 *Disposition of assets.* Upon expiration or termination of this Implementing Agreement, or any Annex to this Implementing Agreement, the Executive Committee, acting by unanimous vote, shall arrange for the disposition of any assets held by a Programme Manager on behalf of Participants or Platform Participants. Intellectual property held by a Programme Manager for the benefit of Platform Participants shall for this purpose be regarded as assets.
- 11.5 *Distribution principles.*
- (a) In the event of liquidation of a Platform, the Executive Committee shall, so far as practicable, distribute the assets of the Platform, or the proceeds thereof, if any, among the Platform Participants in proportion to their respective contributions since the beginning of the current term.
 - (b) Upon termination or expiration of this Implementing Agreement, the Executive Committee shall, so far as practicable, allocate the assets and any outstanding expenditures to the Participants in proportion to their respective contributions since the beginning of the current term. The Executive Committee may, at least six months before the definitive expiry or announced termination of this Implementing 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 Implementing Agreement and any Annex(es).

Entered into force on 13 March 2008,
as amended on 15 May 2014, and on XX Month of 20XX.

EXHIBIT A
INTERNATIONAL ENERGY AGENCY
FRAMEWORK FOR THE TECHNOLOGY COLLABORATION PROGRAMME

Adopted by the IEA Governing Board, 6 April 2020 [IEA/GB(2020)11, Annex 1]

Article 1

(a) 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, IEA Member countries may carry out joint and coordinated activities in the field of energy technology as described in this Framework. These activities are organised topically through a set of discrete collaborations, each of which is authorised by the IEA Governing Board as a Special Activity under Article 65 of the Agreement on an International Energy Program. These collaborations are known collectively as the **Technology Collaboration Programme** and individually as **collaborations** or **TCPs**.
- 1.2 The activities of each collaboration may include:
- (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.
- 1.3 Individual collaborations are always open to participation by IEA Members, IEA Accession and Association countries, and the European Commission. Other countries, international organisations, and other entities may also participate as described in this Framework.
- 1.4 Each collaboration shall have an **Executive Committee** responsible for overseeing the activities carried out through the collaboration.

- 1.5 A new collaboration may 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.

Article 2

(b) Participants

- 2.1 There are three possible categories of participants in the Technology Collaboration Programmes: **Contracting Parties, Sponsors, and Limited Sponsors.**
- 2.2 All participants are expected to contribute as fully as possible to the achievement of the agreed objectives and endeavour to secure, through public and private support, necessary scientific, technical and financial resources for the programmes and projects carried out by the collaboration.
- 2.3 The Executive Committee shall determine the specific terms and conditions for the admission, participation and withdrawal of Contracting Parties, Sponsors, and Limited Sponsors, including their rights and obligations, subject to the terms of this Article.
- 2.4 Contracting Parties may be
- (a) the government of a country;
 - (b) the European Commission¹;
 - (c) an intergovernmental organisation; and
 - (d) any national agency, public organisation, private corporation or other entity designated by one of the above to participate on its behalf.
- 2.4.1 Prior approval by the CERT is required before an intergovernmental organisation or a country that is not an IEA Member, Accession, or Association country may join as a Contracting Party, including when designating an entity to participate on its behalf pursuant to 2.4(d). Once a country or intergovernmental organisation has been approved to join one collaboration as a Contracting Party, CERT approval is not required if that country or organisation wishes to join others as a Contracting Party.
- 2.4.2 The CERT will consider an application in the context of a proposal for the country or intergovernmental organisation to join a specific collaboration. The application to CERT should include:

¹ Either on its own behalf or on behalf of the European Union.

- (a) evidence that the Executive Committee of a collaboration has voted in favour of the applicant to join as a Contracting Party;
- (b) a copy of the terms and conditions of the applicant's participation; and
- (c) a letter from the applicant expressing the applicant's desire to join, its acceptance of the terms and conditions of participation, and the name of its designated entity if it is not the applicant itself.

2.4.3 If any IEA Member country considers an application to be sensitive, the CERT will refer the decision to the Governing Board.

2.4.4 Contracting Parties from countries that are not IEA Member, Accession, or Association countries or by intergovernmental organisation shall not have greater rights or benefits than IEA Member, Accession, or Association countries.

2.5 Sponsors may be

- (a) entities of any country that are not designated by the governments of their respective countries to participate in a particular collaboration; and
- (b) non-intergovernmental international entities.

2.5.1 Entities may join as Sponsors only with prior approval by the CERT.

2.5.2 The CERT will consider an application in the context of a proposal for the entity to join a specific collaboration as a Sponsor. If any IEA Member country considers an application to be sensitive, the CERT will refer the decision to the Governing Board. The application to CERT should include:

- (a) evidence that the Executive Committee of a collaboration has voted in favour of the applicant to join as a Sponsor;
- (b) a copy of the terms and conditions of the applicant's participation; and
- (c) a letter from the applicant expressing the applicant's desire to join and its acceptance of the terms and conditions of participation.

2.5.3 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.

2.5.4 Sponsors shall not have greater rights or benefits than Contracting Parties.

2.6 Limited Sponsors may be

- (a) entities of any IEA Member, Accession or Association country that are not designated by the governments of their respective countries to participate in a particular collaboration.

2.6.1 Prior approval by CERT is not required provided that any Limited Sponsor

- (a) cannot appoint a representative to the Executive Committee;
- (b) may participate in only one Task or sub-Task; and
- (c) may not participate for a period longer than three years.

Article 3

(c) Implementing Agreements

- 3.1 Each collaboration is organised as a contractual relationship with specific terms laid out in an **Implementing Agreement** signed by all Contracting Parties and Sponsors.
- 3.2 The Implementing Agreement shall include the objectives of the collaboration, a description of activities to be carried out by the collaboration, the conditions for admission, participation, and withdrawal of participants, and other terms necessary for the proper functioning of the collaboration.
- 3.3 In addition to activities carried out under the direct supervision of the Executive Committee, some or all of the participants may choose to execute specific projects or activities—usually known as **Tasks**—by adopting an **Annex** to the Implementing Agreement. When adopted, an Annex becomes part of the Implementing Agreement, but it is binding only on the participants that choose to join the particular Annex.
- 3.4 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.
- 3.5 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.
- 3.6 Notwithstanding this Article, 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.
- 3.7 The text of each Implementing Agreement may be amended upon the unanimous consent of the Executive Committee.

Article 4

(d) Executive Committee

- 4.1 Each collaboration shall have an Executive Committee composed of representatives from each Contracting Party and Sponsor.
- 4.2 Each Executive Committee shall elect a Chair and, if desired, one or more Vice-Chairs. Only representatives from Contracting Parties shall be eligible to serve as Chair or Vice-Chair.
- 4.3 Each Executive Committee shall:
 - 4.3.1 approve the programme activities and the annual programme of work and budget for the collaboration;
 - 4.3.2 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;
 - 4.3.3 oversee the work carried out in each individual Task or Annex;
 - 4.3.4 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;
 - 4.3.5 assign the responsibility for the operational management of the programme or project to an entity accountable to the Executive Committee;
 - 4.3.6 establish the initial term of the Implementing Agreement and its Annexes;
 - 4.3.7 approve amendments to the text of the Implementing Agreement and Annexes; and
 - 4.3.8 invite a representative of the IEA Secretariat to its 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

(e) Interaction with the IEA

- 5.1 The CERT and the IEA Secretariat seek to provide strategic direction and ongoing input to assist the collaborations in carrying out their work programmes. Where appropriate, collaborations are encouraged to work closely with the IEA Secretariat to ensure close coordination between the work of the collaborations and that of the IEA Secretariat.

- 5.2 Under certain circumstances, it may be mutually desirable for the IEA Secretariat to have a deeper role in facilitating the work of the participants in a particular collaboration. Where appropriate, the IEA Secretariat may act as **Coordinator** for a specific Task upon the invitation of the Executive Committee and subject to terms and conditions necessary to conform to the IEA's governance structures, rules, regulations, policies, and procedures, and subject to the availability of funds and resources.

Article 6

(f) Partnerships

- 6.1 Collaborations are encouraged to seek opportunities to cooperate with multilateral initiatives involving IEA Member, Accession, and Association countries. In particular, collaborations should seek to work together on subjects that touch on the work of multiple collaborations and to identify opportunities through the IEA Working Parties and other arrangements including coordination groups, working groups, and "joint" Tasks or Annexes.

Article 7

(g) Copyright

- 7.1 Notwithstanding the use of the IEA name in the title of 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.
- 7.2 The IEA shall retain the copyright to all IEA deliverables and published or unpublished IEA material. Collaborations wishing to use, copy or print such IEA deliverables and/or material shall submit a prior written request of authorisation to the IEA.

Article 8

(h) Reports to the IEA

- 8.1 Each Executive Committee shall submit to the IEA:
- 8.1.1 as soon as such events occur, notifications of any admissions and withdrawals of Contracting Parties, Sponsors and Limited Sponsors, any new partnerships with

external initiatives, any changes in the names or status of Contracting Parties, Sponsors or Limited 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 any Annex thereto;

8.1.2 annual reports in the format requested on the progress of programmes and projects under the collaboration including its Tasks/Annexes, including any changes over the course of the year with respect to participation of Contracting Parties, Sponsors, and Limited Sponsors and any new partnerships with external initiatives; and

8.1.3 upon request, the following information:

- (a) the names and contact details of all Contracting Parties, Sponsors, and Limited Sponsors;
- (b) the names and contact details of Executive Committee members and the entity responsible for the operational management of the programme or project;
- (c) operational details of the programme, including required financial contributions and management structure; and
- (d) any other non-proprietary information as may be requested by the IEA in connection with the IEA's mandate;

8.1.4 End of Term Reports and such other documentation requested for the purpose of evaluating a request for extension of term of an Implementing Agreement.

as a decision by the Governing Board.