

HANDBOOK
GUIDANCE AND TOOLS
FOR IEA IMPLEMENTING AGREEMENTS

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INTRODUCTION

This Handbook has been reviewed and updated in response to requests for guidance from Executive Committees and Operating Agents of Implementing Agreements. It is intended to assist Executive Committees and Operating Agents and provide consistent advice and some examples of standard practice. It also includes models for many Implementing Agreement documents. This Handbook may not answer all of your questions; if necessary, please contact the Office of the Legal Counsel (“OLC”) for more specific guidance.

The procedures in the Handbook are based in part on the IEA Framework for International Energy Technology Co-operation, adopted by the IEA’s Governing Board in April 2003. The IEA Framework is binding on Implementing Agreements established before April 2003 which subsequently adopted the IEA Framework as an integral part of their agreements, and on all new Implementing Agreements approved by the Governing Board after April 2003.

However, prior to April 2003, parts of the IEA Framework were already, decisions of the Governing Board or of the Committee for Energy Research and Technology (“CERT”) (the IEA’s Standing Committee that oversees Implementing Agreements). All Governing Board and CERT decisions concerning Implementing Agreements are binding on these agreements whether or not the decisions are also part of the IEA Framework.

In addition to Governing Board and CERT decisions, some of the procedures in this Handbook are based on the texts of certain Implementing Agreements. An Implementing Agreement text is contractually binding on the signatories to that particular Implementing Agreement. While Implementing Agreement texts are often similar, they do vary. For this reason, the Handbook is only a guide. This advice is always subject to contrary provisions in the relevant Implementing Agreement.

This Handbook suggests standard practices, but it is not exhaustive. It is intended to be a living document to assist the Executive Committees and Operating Agents, and the OLC will continue to update it in the future in response to comments from users and new matters that may arise.

GLOSSARY OF TERMS USED IN THIS HANDBOOK

Unless otherwise defined in this Handbook, capitalised terms have the meanings described below:

- 2.1 Agency:** the International Energy Agency.
- 2.2 Annex:** an addendum to an Implementing Agreement text and an integral part of an Implementing Agreement text, which sets out the manner, including the financial undertakings and other means of support, by which the activities (sometimes called Tasks) of the Annex will be implemented by the Participants.
- 2.3 Annual Report:** a report covering the progress of the IA's Programme of Work and the projects of the IA and its Annexes, if any, during the period from 1 January to 31 December of each year.
- 2.4 CERT:** the Committee on Energy Research and Technology, one of the IEA Standing Committees. Comprised of representatives from each IEA Member country and supported by the Secretariat, the CERT oversees the IAs and formulates and supervises the execution of the IEA's R&D programme, including national programme reviews, technology reviews, and studies on strategic planning. The CERT is supported by four Working Parties.
- 2.5 Common Fund:** any fund established by the Executive Committee of an Implementing Agreement or by Annex into which the financial contributions of the Participants are placed.
- 2.6 Contracting Party or CP:** any Participant in an IA which is:
- a) a government of any country, whether or not that country is a member of the IEA or the OECD;
 - b) the European Union, previously referred to as the European Communities;
 - c) an international organisation in which a government, whether or not of an IEA or OECD Member country participates; or
 - d) any national agency, public organisation, private corporation or other entity designated by the government of any country (whether or not a Member country of the IEA or OECD) or by the European Union.
- 2.7 Desk Officer or DO:** the individual in the IEA assigned to be a liaison between the IA and the IEA Secretariat. DOs monitor IAs and assist them with administrative and substantive matters, where possible, and provide a link to other IEA bodies.
- 2.8 End-of-Term Report:** one of the documents prepared by the ExCo and provided to the Working Party after it has voted to extend the term of the IA. For more information, see Chapter D.
- 2.9 EU:** the European Union, established by the Treaty on the Function of the European Union, signed in Maastricht on 7 February 1992.
- 2.10 Executive Committee or ExCo:** the body, comprising representatives of all the Participants in an Implementing Agreement, which supervises the work of the IA and is the decision-making body of the Implementing Agreement.
- 2.11 ExCo representative:** the individual designated by each Participant to be the Participant's representative on the Executive Committee. An IA text may provide for one or more ExCo representatives per Participant.

- 2.12 *Financial Year*:** the 12-month period, as indicated in the text of the IA or as decided by the ExCo, which is used for budgetary purposes by an IA or an Annex.
- 2.13 *Governing Board*:** the supreme institutional organ of the IEA composed of one or more ministers or their delegates from each Member country.
- 2.14 *Guiding Principles*:** the IEA Guiding Principles for Co-operation in the Field of Energy Research and Development, adopted by the Governing Board on 28 July 1975, amended in October 1993 and December 1996, and annulled by the Governing Board on 3 April 2003 when it adopted and approved the IEA Framework.
- 2.15 *IA*:** see Implementing Agreement.
- 2.16 *IEA*:** the International Energy Agency.
- 2.17 *IEA Framework*:** the IEA Framework for International Energy Technology Co-operation, adopted by the IEA Governing Board on 3 April 2003. See section C: Introduction to Implementing Agreements and the IEA Framework.
- 2.18 *I.E.P. Agreement*:** the Agreement on an International Energy Program, the treaty governing the Agency, dated 18 November 1974, as amended on 7 August 1992 and 25 September 2008.
- 2.19 *Implementing Agreement* or *IA*:** the contractual relationship established by at least two IEA Member Countries and approved by the Governing Board to carry out programmes and projects on energy technology research, development and deployment.
- 2.20 *IA text*:** the contractual document setting out the terms and conditions that govern an Implementing Agreement.
- 2.21 *IEA Member Countries*:** the twenty-eight Member countries of the IEA.
- 2.22 *IEA Secretariat*:** the Secretariat of the IEA, including all the various directorates of the IEA.
- 2.23 *IMPAG Database*:** the IEA database containing key information and contacts of all current IAs, maintained by the Technology Network Unit (NET).
- 2.24 *IMPAG Website*:** the website that facilitates contact between the IAs, among Participants and also between the IAs and the IEA Secretariat. The domain name is: <http://www.iea.org/impag/index.asp>
- 2.25 *International Organisation*:** an intergovernmental organisation established by treaty whose members are comprised of sovereign states and/or other intergovernmental organisations.
- 2.26 *OECD*:** the Organisation for Economic Co-operation and Development. The IEA is an autonomous agency within the framework of the OECD.
- 2.27 *OLC*:** the Office of Legal Counsel of the IEA.
- 2.28 *Operating Agent* or *OA*:** the legal entity designated by the ExCo, or by the Participants in an Annex, to manage part or all of the Programme of Work of an IA and/or of its Annexes (sometimes called a “General Manager” or a “Programme Manager” in the IA text).
- 2.29 *Participant*:** a signatory of an IA, whether a Contracting Party or a Sponsor.
- 2.30 *Programme of Work*:** the overall plan of activities determined by the Executive Committee to be implemented under the Implementing Agreement.
- 2.31 *Sponsor*:** a Participant in an IA which is:

- a) an entity of an OECD Member country or an OECD non-Member country that is not designated by the government of its country to participate in a particular IA; or
- b) a non-intergovernmental international entity in which one or more countries (whether or not members of the IEA or of the OECD) participate.

2.32 *Strategic Plan:* the outline of the objectives of an IA, plans for its scope, focus, areas of work, technology evolution and deployment and dissemination of information; for new IAs and for extension requests (See: Exhibit C).

2.33 *Task:* a particular collaborative R&D activity within the IA's Programme of Work in which some, but not necessarily all, Participants may choose to participate. The activity, and the means of participation in the activity, is described in the text of an Annex to the IA.

2.34 *Working Party* or *WP:* one of the current Working Parties mandated by the CERT to carry out specified work in energy technology and to initiate, evaluate and review IAs in its special field. At present, the four Working Parties are:

- a) the Working Party on Energy End-Use Technologies (EUWP);
- b) the Working Party on Fossil Fuels (WPFF);
- c) the Working Party on Renewable Energy Technologies (REWP); and
- d) the Fusion Power Co-ordinating Committee (FPCC).

2.35 *Written Procedure:* A process whereby decisions may be made outside scheduled meetings. This process may be used in appropriate cases by IEA committees. The relevant supporting documentation is sent to the committee delegates and the proposed decision is deemed to be approved if no objections are recorded in the time stipulated (generally close of business on the 21st day after sending). (see Chapter I, section 7)

The decision is recorded in the minutes of the committee meeting following the date of the decision. Many IA texts allow similar procedures.

A. WHAT IS THE INTERNATIONAL ENERGY AGENCY?

1. Why was the IEA established?

The IEA was established in November 1974, in response to the international oil crisis of 1973-1974, as an autonomous agency within the framework of the Organisation for Economic Co-operation and Development (“OECD”) to implement an international energy program. It carries out a comprehensive program of energy co-operation among twenty-eight¹ of the OECD's Member countries.

The IEA's basic aims include:

- a) maintenance and improvement of systems among IEA Member and non-Member countries for coping with oil supply disruptions;
- b) co-operation among IEA Member countries to reduce excessive dependence on oil through energy conservation, development of alternative energy sources and energy research and development;
- c) operation of a permanent energy information system on the international oil market; and
- d) co-operation with oil producing and other oil consuming countries with a view to developing a stable international energy trade as well as the rational management and use of world energy resources in the interest of all countries.

The IEA's powers derive from its treaty, The Agreement on an International Energy Program (the “I.E.P. Agreement”): In Chapter VII of the I.E.P. Agreement, the IEA Member countries agree to undertake national programs for energy conservation, development of alternative sources of energy, energy research and development, and uranium enrichment.

Article 65 of the I.E.P. Agreement permits IEA Member countries to engage in “special activities” to carry out, among other things, the programs envisioned in Chapter VII. Implementing Agreements are considered special activities within the framework of the I.E.P. Agreement. Participation in IAs is not compulsory for IEA Member countries and, as of October 2011, only three IEA Member countries did not participate in IAs.²

2. The IEA Shared Goals

2.1 On 4 June 1993, the IEA Governing Board adopted “Shared Goals”, which outline the goals of the IEA Member countries with respect to energy. They are set out below:

1. “Diversity, efficiency and flexibility within the energy sector are basic conditions for longer-term energy security: the fuels used within and across sectors and the sources of those fuels should be as diverse as practicable. Non-fossil fuels, particularly nuclear and hydro power, make a substantial contribution to the energy supply diversity of IEA Member countries as a group.
2. Energy systems should have the ability to respond promptly and flexibly to energy emergencies. In some cases this requires collective mechanisms and action – IEA Member countries co-operate through the Agency in responding jointly to oil supply emergencies.

¹ Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Korea, Luxembourg, The Netherlands, New Zealand, Norway, Poland, Portugal, Slovak Republic, Spain, Sweden, Switzerland, Turkey, United Kingdom, United States.

² Hungary, Luxembourg and Slovak Republic.

3. The environmentally sustainable provision and use of energy is central to the achievement of these shared goals. Decision-makers should seek to minimise the adverse environmental impacts of energy activities, just as environmental decisions should take account of the energy consequences. Government interventions should, where practicable, have regard to the Polluter Pays Principle.
4. More environmentally acceptable energy sources need to be encouraged and developed. Clean and efficient use of fossil fuels is essential. The development of economic non-fossil sources is also a priority. A number of IEA members wish to retain and improve the nuclear option for the future, at the highest available safety standards, because nuclear energy does not emit carbon dioxide. Renewable sources will also have an increasingly important contribution to make.
5. Improved energy efficiency can promote both environmental protection and energy security in a cost-effective manner. There are significant opportunities for greater energy efficiency at all stages of the energy cycle from production to consumption. Strong efforts by Governments and all energy users are needed to realise these opportunities.
6. Continued research, development and market deployment of new and improved energy technologies make a critical contribution to achieving the objectives outlined above. Energy technology policies should complement broader energy policies. International co-operation in the development and dissemination of energy technologies, including industry participation and co-operation with non-Member countries, should be encouraged.
7. Undistorted energy prices enable markets to work efficiently. Energy prices should not be held artificially below the costs of supply to promote social or industrial goals. To the extent necessary and practicable, the environmental costs of energy production and use should be reflected in prices.
8. Free and open trade and a secure framework for investment contributes to efficient energy markets and energy security. Distortions to energy trade and investment should be avoided.
9. Co-operation among all energy market participants helps to improve information and understanding, and encourage the development of efficient, environmentally acceptable and flexible energy systems and markets worldwide. These are needed to help promote the investment, trade and confidence necessary to achieve global energy security and environmental objectives.”

B. THE ROLE OF THE IEA SECRETARIAT, THE CERT AND WORKING PARTIES

1. Responsibility of the IEA Secretariat with regard to IAs

- 1.1** Although the IEA is never a Participant in an IA and does not finance projects conducted under IAs, the IEA Secretariat, together with the Working Parties and the CERT, provides technical, legal and administrative support to IAs and monitors their progress. The role of the IEA Secretariat and other IEA bodies is described further below.
- 1.2** **The IEA Open Bulletin.** The *OPEN Energy Technology Bulletin* is an electronic publication that was launched by the IEA Secretariat in March 2002. It reports on IA activities, findings, events and publications, and on those of the IEA energy technology community as a whole, and is published regularly throughout the year. The goal of the *OPEN Energy Technology Bulletin* is to create wider awareness of advances in energy technology development and deployment associated with work within the IEA community.

2. The IEA Executive Director

IA texts require a number of official letters relating to the establishment and execution of the IAs to be sent to the IEA Executive Director, copied to the ExCo Chair. In particular, the IEA Executive Director should be sent the following letters and notices:

- a) letter of commitment from each of the potential CPs wishing to establish a new IA;
- b) letter from a government designating a CP that will participate on its behalf;
- c) letter of acceptance from a new Participant, listing the Annex(es) in which it intends to participate;
- d) notice of acceptance of functions and responsibilities from a new OA which is not already a Participant;
- e) letter from a current Participant listing additional Annex(es) in which it intends to participate;
- f) letter from a Participant regarding a change of name or a substantial change in status or ownership;
- g) letter from a government regarding a replacement of the CP;
- h) notice of withdrawal from a Participant; and
- i) letter from a Participant advising of a change in the ExCo representative or alternate representative.

3. Desk Officers

3.1 The IEA Secretariat assigns a Desk Officer (“DO”) to be in charge of a number of IAs in a similar category (e.g., renewables). The name and contact details of each DO are provided on the IMPAG Website.

3.2 DOs are the intermediaries between the IA and the IEA Secretariat and should be the first contact for ExCos or Participants on any practical or non-legal questions related to the IA. For each IA that they oversee, the DO will monitor the content of the Programme of Work and provide guidance to the ExCo on IEA policy and energy technology policy issues. In particular, the role of each DO includes:

- a) assisting the ExCo in its work to establish IA activities;
- b) assisting the IA to disseminate the results of its work;
- c) keeping the ExCo informed of actions taken by the Standing Committees and the IEA Secretariat to help facilitate the IA’s work;
- d) initiating and develop co-operative activities between the IEA Secretariat and the IA (such as joint workshops or joint publications);
- e) receiving and reviewing ExCo minutes for issues of interest to the IEA Secretariat;
- f) arranging for the update of the IMPAG Website when notified of changes regarding IA Participants, etc.;
- g) facilitating the process of term extensions; and
- h) co-ordinating the activities of the IA with the work of the CERT and the Working Parties.

3.3 To be able to fulfil this liaison role, the DO will:

- a) to the extent possible, participate in one ExCo meeting each year;
- b) discuss the status of the IA with the OLC before each ExCo meeting, e.g.:
 - Have any new Participants been correctly nominated? Have Participants fulfilled their obligations? If Participants are withdrawing, have they complied with formal requirements?
 - Have there been any amendments to the IA text?
 - Are there any new Annex texts?
 - Are there any inactive Participants and, if so, should any action be taken?
- c) report to the ExCo about latest relevant developments and decisions of the Governing Board, the Standing Committees, the relevant WP and about any IEA Secretariat activities (publications, reports, conferences etc.) that could influence the Programme of Work and be of guidance to the IA;
- d) provide a report about each ExCo meeting he/she attends and distribute it to the relevant persons in the Secretariat and to the OLC. The report will include the following types of information:
 - the current names of all ExCo elected officers;
 - the name of the OA and any updates from the OA;

- dates and locations of future meetings;
 - any resolutions to invite new Participants;
 - a description of the work being undertaken by the Annexes;
 - any issues with which the IEA Secretariat can assist or should take action, such as funding, plans for extension, etc.; and
 - details about possible co-operation between the IA and the IEA Secretariat.
- e) provide the OLC, upon receipt from the ExCo chair or OA, with:
- a copy of the minutes of the ExCo meeting; and
 - any information concerning issues, changes or other information of legal relevance.
- f) between meetings, assist the ExCo to:
- maintain records of all ExCo meeting agendas and minutes; and
 - prepare for the extension process.

4. The Office of the Legal Counsel

4.1 The OLC is able to provide a range of legal advice and assistance, e.g.:

- a) the steps to establish a new IA;
- b) drafting and amending the IA text;
- c) how to bring in new Participants;
- d) what to do about Participants who are in default of their obligations; and
- e) steps to wind down the IA.

4.2 The OLC acts as depository for all official letters and notices sent to the IEA Executive Director, such as signature pages, and letters of acceptance, designation and withdrawal.

5. The CERT

5.1 The Governing Board established the Committee on Energy Research and Development (“**CRD**”) on 20-21 December 1975 [ref: IEA/GB (75)95, Annex II] to be responsible for “*a strategy for energy research and development and to oversee the implementation of this strategy.*” The CRD co-ordinated energy research and development through “*regular consultation and collaboration*” with the Standing Group on Long-term Co-operation (the “**SLT**”, which initially carried out research and development work) and reported to the Governing Board not less than once a year, in conjunction with the SLT.

5.2 The scope of the CRD’s work has remained unchanged but, because its work includes broader issues of energy technology, and not merely energy research and development, it was thought necessary to reflect that development in the name of the Committee. On 20 March 1992, the Governing Board changed the CRD’s name to the “Committee on Energy Research and Technology” (“**CERT**”), as it is now known.

5.3 The CERT’s mission is to:

- a) encourage cost-effective collaboration in research, development, demonstration and deployment of cleaner and more efficient energy technologies; review and guide the strategic development of the IEA’s technology co-operation program and, in particular, the work of the Implementing Agreements and Working Parties;

- b) produce high-quality comparative analyses of key and emerging energy technology policy issues, strategies and approaches, including the investigation of barriers to the market deployment of new energy technologies and the development of policy options to address these;
- c) promote the exchange of information between IEA Member countries on energy technology options and policies through conferences, symposia, and workshops, and provide a forum for analysis and peer review of IEA Member countries' energy technology policies and programs;
- d) provide timely and focused advice to the Governing Board and its subsidiary bodies, in particular the Standing Group on Long Term Co-operation, on the technology policy issues and implications regarding technology RD&D aspects of other policy options under consideration;
- e) foster co-operation with national governments, the OECD and other International Organisations on energy technology issues; and
- f) keep the IEA Governing Board fully informed of the CERT's activities and progress.

6. The Working Parties

6.1 Specified work in energy technology is carried out by four expert bodies called "Working Parties" ("WPs"), which were created by the CERT. The four WPs are:

- Working Party on Energy End-Use Technologies ("EUWP");
- Working Party on Fossil Fuels ("WPFF");
- Working Party on Renewable Energy Technologies ("REWP"); and
- Fusion Power Co-ordinating Committee ("FPCC").

6.2 The WPs evaluate and review proposed and ongoing IAs and other collaborative activities. In addition, each WP carries out particular functions in its specified field. Each WP serves as a principal advisory body to the CERT on its areas of technology, together with related policies, trends, projects, programmes and strategies.

7. The Governing Board

The Governing Board is the supreme institutional organ of the IEA. The role of the Governing Board in relation to IAs is to approve (i) new IAs upon recommendation of the CERT and (ii) the first-time participation in an IA of an OECD non-Member country or International Organisation, if so requested by the CERT. The Governing Board also has the authority to amend the IEA Framework upon recommendation of the CERT.

8. The Relationship between the IAs and the IEA

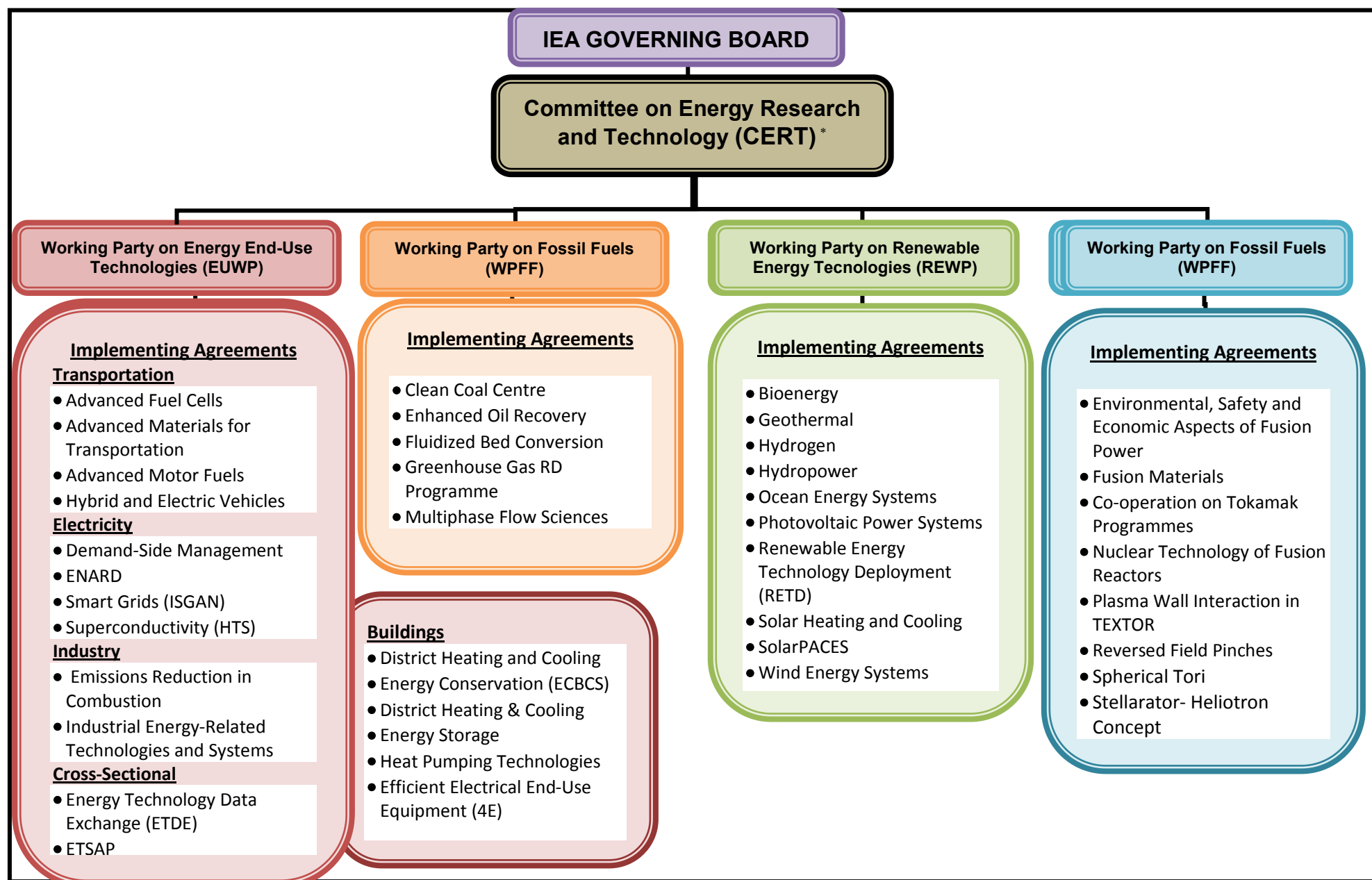
8.1 As of October 2011, there are 41 active IAs, which are grouped within five general subject areas: cross-sectional activities, end-use technologies, fossil fuels, fusion power and renewable energy technologies. Each IA (except the CTI) reports to the Working Party covering that area and the cross-sectional IAs report to the EUWP. All four WPs and the CTI report directly to the CERT and the CERT in turn reports to the Governing Board.

Here is a list of the IAs (short names used), according to their subject area classification:

- a) **Cross-Sectional Activities:**
 - Climate Technology Initiative ("CTI")
 - Energy Technology Data Exchange ("ETDE")

- Energy Technology Systems Analysis Programme (“ETSAP”)
- b) **Energy End-Use Technologies:**
- Buildings**
- District Heating and Cooling
 - Energy Conservation in Buildings and Community Systems Programme (“ECBCS”)
 - Energy Storage
 - Heat Pumping Technologies
 - Efficient Electrical End-Use Equipment (“4E”)
- Electricity**
- Demand-Side Management
 - Electricity Networks, Analysis, Research and Development (“ENARD”)
 - Smart Grids (ISGAN)
 - High-Temperature Superconductivity (“HTS”) on the Electric Power Sector
- Industry**
- Energy Conservation and Emissions Reduction in Combustion
 - Industrial Energy-Related Technologies and Systems (“IETS”)
- Transport**
- Advanced Fuel Cells
 - Advanced Materials for Transportation
 - Advanced Motor Fuels
 - Hybrid and Electric Vehicles
- c) **Fossil Fuels**
- Clean Coal Centre
 - Enhanced Oil Recovery
 - Fluidized Bed Conversion
 - Greenhouse Gas RD Programme
 - Multiphase Flow Sciences
- d) **Fusion Power**
- Environmental, Safety and Economic Aspects of Fusion Power
 - Fusion Materials
 - Co-operation on Tokamak Programmes
 - Nuclear Technology of Fusion Reactors
 - Plasma Wall Interaction in TEXTOR
 - Reversed Field Pinches
 - Spherical Tori
 - Stellarator-Heliotron Concept
- e) **Renewable Energy Technologies**
- Bioenergy
 - Geothermal
 - Hydrogen
 - Hydropower
 - Ocean Energy Systems
 - Photovoltaic Power Systems
 - Renewable Energy Technology Deployment (“RETD”)
 - Solar Heating and Cooling
 - SolarPACES
 - Wind Energy Systems

8.2 The relationship between the IAs and the IEA is shown in the chart below.



* The Implementing Agreement for a Climate Technology Initiative reports directly to the CERT.

C. INTRODUCTION TO IMPLEMENTING AGREEMENTS AND THE IEA FRAMEWORK

1. What is an Implementing Agreement?

An Implementing Agreement is a contractual relationship between Participants (including, potentially, governments, agencies, universities, private companies and other entities; see Glossary of Terms, Paragraph 1.29) to carry out programs and projects on energy technology research, development and deployment. To be established, an IA requires participation by at least two IEA Member countries.

2. How is an Implementing Agreement funded?

2.1 IAs can be cost-shared, task-shared or a combination of both:

- a) **cost-shared:** Participants contribute to a Common Fund to finance the work to be performed under the Programme of Work, *e.g.* to conduct an experiment or purchase equipment;
- b) **task-shared:** Participants assign specific resources and personnel to carry out their share of the IA Programme of Work; or
- c) a **combination** of these two forms of arrangements: although most of the work in an IA may be task-shared, there may also be a Common Fund to provide secretariat and other services. Indeed, most IAs are a combination of these funding arrangements. For example, in IAs in which the central work is carried out by the OA (*e.g.* information centres), the Participants still have some tasks to carry out themselves.

2.2 Before the establishment of an IA, the potential Participants may wish to identify the most appropriate way to bear the cost of their activities under the IA and to have the IA text reflect this. However, the exact details of these arrangements can also be established by the ExCo after the IA has been created (see Contributions, Chapter J, Sections 1-5). In either case, the ExCo can decide, at any time during the term of the IA, to modify the financing arrangements among its Participants.

2.3 If an IA has an Annex or Annexes, the IA text may provide that the financing arrangements are to be established at the Annex level between the Annex Participants.

3. What rules are applicable to Implementing Agreements?

In addition to the terms of the Implementing Agreement text, IAs are governed by three main sets of rules:

- a) the IEA Framework, from the date from which IA texts have been amended to include the IEA Framework as part of the IA text, or as originally included if the IA was established after 3 April 2003;
- b) decisions of the Governing Board and the CERT; and
- c) decisions of the Executive Committee of the particular IA.

* The Implementing Agreement for a Climate Technology Initiative reports directly to the CERT.

4. What is the IEA Framework?

- 4.1** The IEA Framework sets out minimum requirements for IAs. It was adopted by the Governing Board on 3 April 2003, replacing the Guiding Principles for Co-operation in the Field of Energy Research and Development that were annulled on the same date (See The IEA Framework, Exhibit A).
- 4.2** The IEA Framework outlines who may participate in an IA and the principal responsibilities of the Participants and the various IEA bodies involved with IAs. Certain provisions of the IEA Framework incorporate prior decisions of the CERT and the Governing Board that already applied to the IAs established before 3 April 2003. Compared to these prior decisions, the IEA Framework generally gives flexibility and greater freedom to ExCos on matters such as internal procedures, management, finance, rights and obligations of Participants, voting and intellectual property rights. The IEA Framework imposes a small number of restrictions to the ExCo's authority. For example: (a) only a CP (and not a Sponsor) may become Chair or Vice-chair of an ExCo; (b) the rights and benefits of Sponsors may be equal to, but not greater than, those of CPs from OECD non-Member countries; and (c) the rights and benefits of CPs from OECD non-Member countries may be equal to, but not greater than, those of OECD Member countries. (See Chapter F, Section 1; Chapter G, Section 1)
- 4.3** The IEA Framework also provides the minimum requirements for the information and reports that each IA is to transmit to the IEA Secretariat.

5. When does the IEA Framework apply?

The IEA Framework applies to all IAs established after the date of its adoption by the Governing Board on 3 April 2003. The IEA Framework applies to all IAs established before this date, from the date on which it was adopted by the IA.

6. Key clauses of the IEA Framework

- 6.1** The IEA Framework is divided into two parts, "Part I – General Principles" (Articles 1 - 2) and "Part II - Rules Applicable to IEA Implementing Agreements" (Articles 3 - 7).
- 6.2** Part I of the IEA Framework states that an IA is a contractual relationship established by at least two IEA Member countries with approval of the Governing Board (Article 1.2) and outlines the scope and the nature of an IA (Articles 1.3 and Art. 2). It also stipulates that each IA will have an Executive Committee composed of representatives of all Participants (Article 1.4).
- 6.3** Part II of the IEA Framework sets out the minimum rules of participation in, and withdrawal from, IAs (Article 3) and highlights the distinction between the two possible categories of Participants - Contracting Parties and Sponsors (Articles 3.2 and 3.3).
- 6.4** Part II of the IEA Framework also contains provisions regarding the initial term and extension of an IA and its Annexes, if any, (Articles 4.1 to 4.3) and the main responsibilities of the ExCo or the Contracting Parties (Article 4.4) with regard to the approval of the Programme of Work, the budget, in-kind and/or financial contributions, intellectual property rights, management structure of the IA, the initial term of the IA and its Annexes, and amendment of the IA and its Annexes. Those responsibilities are initially established by the potential Participants involved in negotiating the new IA text and, thereafter, can be amended according to the voting procedures contained in the IA text.
- 6.5** Part II also provides for the protection of IEA copyright (Article 5) and identifies the reports and information that each ExCo must, at a minimum, submit to the IEA Secretariat (Article 6).

D. ESTABLISHMENT, EXTENSION AND TERMINATION OF AN IMPLEMENTING AGREEMENT

1. Who can establish a new IA?

Article 65 of the I.E.P. Agreement states that an IA may be established by at least two IEA Member countries. Once the IA comes into existence, new Participants may join the IA at any time, after being invited by the ExCo. Prior approval from the CERT is necessary for the participation of:

- a) any CP from an OECD non-Member country that has not previously participated in an IA;
- b) any International Organisation that has not previously participated in an IA; and
- c) all Sponsors, regardless of whether they already participate in another IA.

2. Steps to create a new IA

2.1 Potential Contracting Parties contact the IEA Secretariat.

At least two of the potential CPs must be from IEA Member countries. The potential CPs normally appoint a leading country to co-ordinate preliminary contact with the IEA Secretariat and to gather the necessary information on the applicable procedure.

2.2 Potential CPs draft a Programme of Work, a Strategic Plan and an IA text.

The potential CPs often form an “interim” Executive Committee which drafts the IA text, a Strategic Plan and a Programme of Work for the new IA. A model IA text is available from the OLC (see **Sections 3.1 and 3.3** below; *Model Implementing Agreement*, **Exhibit D**; *Model Programme of Work*, **Exhibit K**). The IEA Secretariat can assist with the preparation of all three documents: the Desk Officer with the Strategic Plan and Programme of Work and the OLC with the legal text of the IA. A presentation to the relevant Working Party and the CERT can be made by the potential CPs or the “interim” Executive or Steering Committee.

2.3 Letters of Commitment sent to the IEA Executive Director.

When the potential CPs are near agreement on the draft Strategic Plan, the draft Programme of Work and the draft IA text, they should each send a letter of commitment to the IEA Executive Director (copied to the CERT Chair). This letter should state that the potential CP intends to participate in the proposed IA and assume the resulting rights and obligations. (See **Section 3.3** below; *Model Commitment Letter*, **Exhibit E**.)

2.4 Working Party recommendation.

The IEA Secretariat submits the letters of commitment from the potential CPs, the Programme of Work, budget and strategic plan and the IA text to the relevant WP for consideration. The documents should all be in final form when they are submitted to the WP.

2.5 CERT recommendation and Governing Board approval.

If the WP decides to recommend to the CERT the establishment of the new IA, the same documents will be submitted to the CERT to seek its recommendation that the Governing Board approve the new IA.

In appropriate cases, the CERT’s recommendation may be sought by Written Procedure, a process whereby decisions may be made outside scheduled meetings. The relevant supporting documentation is sent to the committee delegates and the proposed decision is deemed to be approved if no objections are recorded in the time stipulated (close of business on the 21st day after sending).

The CERT's decision will be recorded in the Conclusions of the CERT meeting immediately following the date of the decision.

Likewise, in some cases, the Governing Board's approval of a new IA may be sought through a Written Procedure where there might otherwise be a substantial delay between the CERT's recommendation and the date of the next Governing Board meeting.

Following the Governing Board's approval, the IA text will be open for signature, which means that Participants can join the IA.

2.6 Signature of the IA.

The IA comes into legal existence on the date the second CP from an IEA Member country signs the IA text. An IA should be signed on behalf of a CP by an authorised representative of the government or of the entity designated as a CP by the government. The signatory will have previously been notified to the IEA Secretariat.

PRACTICAL TIP : Each country's government determines who is entitled to sign on its behalf. In some cases, a representative of a government's delegation to the OECD may be able to sign an IA on behalf of a government.

3. Documents to be submitted to the CERT, WP and Governing Board

3.1 Strategic Plan

The Strategic Plan is a plan of action for the IA: the outline of the objectives of an IA, plans for its scope, focus, areas of work, its policy relevance, evolution and deployment of the technology and dissemination of information.

3.2 Programme of Work

The Programme of Work needs to cover at least the first year of operation of the IA. It should set out in detail the following items:

- a) activities and projects that the IA will carry out;
- b) expected outcomes;
- c) budget and means of financing (see also *Contributions*, **Chapter J, Sections 1-5**); and
- d) allocation of the financial and/or in-kind contribution by each Contracting Party (see also *Contributions*, **Chapter J, Sections 1-5**).

The "interim" Executive Committee may submit the Strategic Plan and Programme of Work to the Programme Manager, Technology R&D Networks, for comment before it is submitted to the WP and then the CERT.

3.3 Letters of Commitment

A letter of commitment should be sent to the IEA Executive Director by each IEA Member country government wishing to establish the IA (regardless of whether the government will join in its own name and on its own behalf or will designate one or more entities to join on its behalf) (see *Model Commitment Letter*, **Exhibit E**). This letter demonstrates a government's commitment to participate in the IA, either directly or through an entity it intends to designate, and to observe all the terms and conditions of the IA.

3.4 IA text

IA texts are typically based on the model form proposed by the OLC (See Model Implementing Agreement, Exhibit D). Most provisions of the model IA text reflect minimum requirements which are intended either to ensure the correct and smooth implementation of the IA itself or to reflect binding Governing Board or CERT decisions. Other provisions are optional, but the OLC experience has shown that including these optional clauses in the IA text is useful to establish certain responsibilities and relationships among Participants. The model IA text includes, as an Exhibit, the IEA Framework.

The OLC works closely with IAs, assisting them to interpret their texts, and is familiar with the model provisions.

Minimum requirements in an IA text include:

- a) the objective(s) of the IA, preferably to be included in one of the first articles of the IA text;
- b) a description of the structure, functions, responsibilities and decision-making power of the ExCo, so as to provide legal certainty and to ensure smooth management of the activities under the IA and smooth relationships among Participants;
- c) rules on the admission, participation and withdrawal of CPs and Sponsors, consistent with the provisions of the IEA Framework (see Articles 3.2.4, 3.3.4 and 3.3.5 of the *IEA Framework, Exhibit A*);
- d) the initial term of the IA and provision for its extension (see **Chapter D, Sections 5 and 7**);
- e) the rules and procedure to amend the IA text and an Annex text, if any;
- f) the IEA Framework incorporated as an Exhibit;
- g) a section setting out the rules for how the Implementing Agreement makes decisions (see Voting, **Chapter I**);
- h) a provision protecting OECD/IEA copyright (see *Information and Intellectual Property Rights in IAs, Chapter J, Section 6*);
- i) arrangements regarding the cost-sharing and/or task-sharing of activities, demonstrating an equitable sharing of rights and obligations;
- j) a dispute settlement mechanism; and
- k) a provision describing the consequences if one or more Participants fail to fulfil its contractual obligations.

Optional requirements in an IA text include:

- a) a glossary of the principal definitions used in the IA text;
- b) the procedure for establishing Annexes;
- c) a section protecting the intellectual property rights of the Participants; and
- d) a section concerning the possible assignment of personnel and equipment.

4. Amendment of the IA text

- 4.1** The Participants can amend the text of an IA at any time. Currently all IAs require at least a unanimous ExCo decision to amend the IA text. See Chapter I for more information about voting. The amendments normally become effective as of the date of the ExCo decision.
- 4.2** Any ExCo decision to amend the IA text, and the nature and wording of the amendment(s), should be recorded in the ExCo minutes. If the amendments are too lengthy to do this, they should be attached to the minutes as an annex and recorded as being approved in the form attached to the minutes. The amendments should be incorporated in a new version of the IA text and the amended IA text should also be sent in electronic form to the OLC and to all ExCo representatives.

5. The term of an IA

- 5.1** All new IAs must have an initial term, which can be for up to five years (unless the CERT gives prior approval that an IA can be established for a longer period of time, on the basis of “exceptional circumstance and sufficient justification”) (see Article 4.1 of the IEA Framework, Exhibit A).
- 5.2** Most IA texts provide that after the initial term, the IA can be successively extended, with CERT approval, for terms of up to five years each or for longer periods if the CERT agrees, based on exceptional circumstances (see the IEA Framework, Article 4.2, Exhibit A).

6. What the ExCo can do at the end of the IA’s term

- 6.1** Before the end of the IA’s term, the ExCo will need to decide whether to:
- a) let the IA expire at the end of its current term (regardless of whether it is the initial term or a subsequent term); or
 - b) request an extension of the IA’s term before the current expiration date.
- 6.2 Expiration of the IA**
- a) In this case, the ExCo will need to notify the WP Liaison Officer of the ExCo’s decision. It will not be necessary for the ExCo to complete an End-of-Term Report. Most IA texts (and Article 11 of the model IA text; See Model Implementing Agreement, Exhibit D) require the ExCo to establish a “Special Working Party” six months before the IA’s expiry date to deal with the material, including intellectual property, generated by the IA and any Annexes. The IA text may also require the ExCo to liquidate the assets of the IA and any Annexes upon expiry of the IA.
 - b) The IA will cease to exist as of the date of the end of the current term.
 - c) Participants will be subject to the obligations and be able to exercise the rights that survive the expiration of the IA, as specified in the IA text. For example, some IA texts provide that Participants may, after expiration of the IA, continue to use intellectual property arising from the activities carried out under the IA. The IA text may also provide that Participants remain liable for their annual financial contribution, if still due and unpaid after the expiration of the IA.

6.3 Extension of the IA

In this case, the ExCo must decide to extend the IA term (either by a unanimous or majority vote, as provided in the IA text) and take the steps described in Section 7 below.

7. Extension of the IA

The process for extension of IAs is described in “CERT Criteria for IA Extension Requests”, **Exhibit B**, and “CERT and Guidelines for the End-of-Term Report and Strategic Plan”, **Exhibit C**. The ExCo should work closely with the IEA (in particular the DO) to ensure the necessary steps are followed. These include a self-assessment, End of Term Report and Strategic Plan.

8. Termination of the IA before its end of term

- 8.1** The ExCo may decide to terminate the IA at an earlier date than the end of its current term, either by unanimous or majority vote, as required by the IA text. No approval or confirmation by the IEA or any of its bodies is required in addition to the decision of the ExCo.
- 8.2** The ExCo should notify the WP Liaison Officer of its decision. Most IA texts (and Article 11 of the model IA text; See *Model Implementing Agreement*, **Exhibit D**) require the ExCo to establish a “Special Working Party” six months before the announced termination date of the IA to deal with the material, including intellectual property, generated by the IA and any Annexes. The IA text may also require the ExCo to liquidate the assets of the IA and any Annexes upon termination of the IA.

E. ANNEXES

1. What is an Annex?

- 1.1** Annexes are individual projects or activities (sometimes called “**Tasks**”) carried out by some, but not necessarily all, Participants in an IA. The IA texts vary slightly in the terminology used, and so, again, it is important to check your IA text. Each Annex corresponds to a specific Task and an IA may have one or more Annexes. If an IA has only one Annex, all Participants will take part in it.
- 1.2** To become involved in a particular Task, a Participant joins the Annex that corresponds to that particular Task. The text of an Annex describes the scope of work and briefly outlines the duties and obligations of the Annex Participants in relation to that particular Task. The manner in which the activities will be implemented by the Participants in an Annex is set out in the Annex text, which is an addendum to the IA text.

2. Establishing a new Annex

2.1 Who can initiate a new Annex?

Each ExCo determines how Participants can initiate and establish a new Annex subject to the provisions that may be set out in the IA text. In principle, any of the current Participants in an IA wishing to initiate a new Annex can prepare a draft proposal for the ExCo that contains at least the minimum provisions described in Section 2.2 below. However, some IA texts contain additional requirements, for example, that at least one of the Participants that wish to initiate a new Annex must be a CP (see Article 3.1 of the *Model Implementing Agreement* which provides that an Annex may be initiated by two or more CPs: **Exhibit D**).

2.2 What should be included in a proposal to establish an Annex?

At least two interested Participants (or CPs, depending on the requirement in the IA text) should submit the draft proposal, including the draft text of the Annex, to the ExCo for approval in accordance with the procedure set out in the IA text. The proposal to establish a new Annex should generally include the Annex’s:

- a) objectives, priorities and expectations;
- b) approach to the proposed work;
- c) methods of review and evaluation of the work;
- d) relationship between the proposed Annex and the work of existing Annexes;
- e) conformity of the proposed Annex to the ExCo’s long-term strategy, as well as to that of the IEA;
- f) method of collaboration among Participants (in respect of the principle of equitable sharing of obligations, contributions, rights and benefits); and
- g) resources required for the Task in terms of funds, timing, skills and qualifications of staff, special equipment, facilities, frequency of meetings, possible national inputs/forms of support, etc.

See Section 4 below for information about what should be included in the draft text of the Annex.

2.3 How is a new Annex approved?

Many IA texts require that the ExCo approve and adopt the new Annex by unanimous vote, although some IA texts only require a majority vote. Once the ExCo has approved the proposal and the text of the Annex, the ExCo Chair and/or Secretary should update the IA website and send a copy of the text of the Annex to the OLC and the relevant DO, who will update the IMPAG Website.

An Annex does not require endorsement from a WP or the CERT, nor does an Annex require Governing Board approval. There is no requirement that the ExCo should notify the relevant WP or the CERT about a new Annex. Details of the new Annex should be included in the IA's Annual Report to the IEA Secretariat, which is provided to the relevant WP and the CERT.

2.4 How does a new Annex enter into force?

Some IA texts provide that a new Annex enters into force on the date the IEA Executive Director receives the Notice of Participation from the second Participant (see *Model Notice of Participation in an Annex*, **Exhibit J**). Other IA texts provide that an Annex enters into force on a date determined by the ExCo.

A new Annex should be assigned the next consecutive Annex number and it becomes an integral part of the relevant IA text.

2.5 Who can join a new Annex?

Unless there are restrictions in the IA text, any Participant can join a new Annex. However, a Participant must already be a Participant in the IA or join the IA at the same time. Any Participants that wish to participate in the new Annex (including all initial Participants) should send a Notice of Participation to the IEA Executive Director for participation in the Annex to be effective (see *Model Notice of Participation in an Annex*, **Exhibit J**).

3. Existing Annexes

3.1 Who can join an existing Annex?

- a) Each ExCo decides the rules of admission and participation in an Annex and either provides these in the IA text or the text of the relevant Annex, or records them in the minutes of the ExCo meeting at which such rules were approved. For example, some IA texts provide that a Participant may join an existing Annex only with the prior approval of the Participants already taking part in that Annex.
- b) The ExCo should ensure that no rules of participation in an Annex conflict with any provisions of the IA text, the IEA Framework or any CERT or Governing Board decisions.
- c) Unless there are restrictions on participation, any Participant can join an Annex and there is no limitation on the maximum number of Annexes that a Participant can join. However, to participate in an Annex, a Participant must already be a Participant in the relevant IA or join the IA at the same time. For Implementing Agreements with Annexes, each Participant must join at least one Annex when they join the IA (see *Model Letter of Acceptance, Designated Entity as a Contracting Party*, **Exhibit I(b)**; *Model letter of Acceptance, Government as a Contracting Party*, **Exhibit H**).
- d) A Participant that wishes to join an existing Annex and who fulfils the requirements for joining, should send a Notice of Participation to the IEA Executive Director (see *Model Notice of Participation in an Annex*, **Exhibit J**).

- e) Only those Participants that have satisfied any rules about participation in the Annex and sent the IEA Executive Director the required notification about participation in that Annex will be subject to the specific rights and obligations in that Annex (provided they have not withdrawn from the Annex).

3.2 How does a Participant withdraw from an Annex?

Most IA texts require a Participant to participate in “at least one” Annex. It is generally possible to withdraw from Annexes subject to this and any conditions that are mentioned in the IA text or the Annex text. Provided they continue to participate in at least one Annex, Participants can often withdraw from one or more Annexes without having to withdraw from the IA, subject always to any conditions that are mentioned in the text of the IA or the Annex. Generally, to withdraw from an Annex, a Participant should send a notice of withdrawal from the Annex to the Executive Director of the IEA (with a copy to the ExCo Chair who should update the IA website and notify the relevant DO, who will update the IMPAG Website).

A different procedure is followed if a Participant withdraws from the IA altogether, which can be either voluntary or involuntary. For more information about that, see Chapter F, Section 5 and Chapter G, Section 4.

4. The Annex text

4.1 What should be included in the Annex text?

The text of an Annex should include at least the following:

- a) definitions of any key terms not already defined in the text of the IA. Where terms are already defined in the IA text, the same definitions should be used in the Annexes to avoid confusion;
- b) the description of the specific Task to be carried out under the Annex, its purpose and objectives, including expected results and deliverables;
- c) the proposed strategy to achieve the given objectives;
- d) arrangements for carrying out the Task, whether through in-kind or financial contributions, or both;
- e) possible terms and conditions for the management of the Annex in addition to those contained in the IA text, including any specific obligations and responsibilities of Participants and the Operating Agent (if relevant); and
- f) the date the Annex was established, its term and whether there is the possibility of extension or renewal.

Optional provisions may include:

- a) the creation of sub-teams for carrying out the Task and the appointment of sub-leaders for each team;
- b) the assignment or exchange of personnel;
- c) the use or exchange of equipment;
- d) the handling and protection of information and intellectual property (if not in the IA text);
- e) arrangements for commercial exploitation and distribution of the benefits from the Task to Annex Participants; and

- f) procedures for Annex Participants to withdraw from the Annex.

5. Amendment of the Annex text

- 5.1** The Annex text may be amended any time during the term of the Annex, according to the procedure set out in the IA text or in the Annex text itself.
- 5.2** Many IA texts require the unanimous vote of the Participants in the Annex in order to amend the Annex text. However, some IA texts and Annex texts require the majority or unanimous vote of all Participants in the IA, and not simply the Participants in the relevant Annex, to amend the Annex.
- 5.3** The ExCo decision to amend the text of the Annex, together with the wording of the amendments, should be recorded in the ExCo minutes. Alternatively, if it is lengthy, the amended text may be attached to the minutes and recorded as being approved in the form attached to the minutes.
- 5.4** The amendments should be incorporated in a new version of the Annex, preferably in electronic form. Ideally, a copy of the amended Annex should be sent in electronic form to the OLC and to all ExCo representatives. Unless the minutes specify a different date, the amendments will become effective as of the date of the ExCo decision.

6. The term of an Annex

- 6.1** The rules on the initial term and extension of an IA also apply to an Annex (see **Chapter D, Sections 5 and 6**). An Annex can have a term of up to five years, although many Annexes have terms of less than five years. Importantly, the term of an Annex cannot go beyond the term of the IA of which it is an integral part. The Annex Participants can vote to extend the Annex's term so it accords with any extension of the IA's term approved by the CERT.
- 6.2** The text of the Annex or the IA usually includes the procedure to terminate an Annex. If there is no specific provision in either the Annex or the IA text, the decision to terminate the Annex before its expiry date may be approved by the ExCo or the Participants in the Annex according to the general voting provisions in the IA text.
- 6.3** If an IA is about to expire or some of the Participants do not wish to extend the term of the IA but some Participants wish to continue the work of an Annex under that IA, the ExCo can submit to the relevant WP a request to extend the term of the IA so that the activity of the Annex can continue. The WP may recommend that the CERT approve the extension. The relevant Annex text and/or IA text should contain the voting procedures by which Participants in that Annex can decide to seek an extension of the Annex's term. If there is no specific provision in either the Annex text or the IA text, the decision to extend the Annex may be approved by the ExCo or the Participants in the Annex according to the general voting provisions in the IA text.

7. Can Annexes merge?

- 7.1** The ExCo representatives of Participants in two or more Annexes may decide, according to the voting procedure in the text of the Annex (or the IA text), to merge those Annexes. Some ways in which to do this include to:
- a) maintain one Annex and terminate the other(s), incorporating the obligations and rights that Participants deem necessary into the Annex that will be maintained. The term of the Annex resulting from the merger should be the same as the term of the Annex that is maintained, unless the relevant Participants decide otherwise (and provided the term does not exceed that of the IA); or

- b) terminate all relevant Annexes and establish a new one. The ExCo should approve the new Annex and terminate the others according to the IA's voting procedures. The ExCo should also vote on the term of the new Annex (see *The term of an Annex*, **Chapter E, Section 6** above).

7.2 Once the relevant ExCo representatives amend the Annex text or create a new Annex, an electronic copy of the Annex text should be sent to the OLC.

8. Can there be joint Annexes between two or more IAs?

- 8.1** If two or more IAs wish to establish a joint Annex to work on a joint Task, the ExCos of each IA that wish to be involved should establish a new Annex by following the requirements in their respective IA texts relating to the establishment of an Annex (see *Establishment of a new Annex*, **Chapter E Section 2** above). The new Annexes for each of the IAs should have the same Annex text, although they may have different Annex numbers.
- 8.2** The Participants in each IA that wish to participate in the joint Task should send a letter to the IEA Executive Director indicating their intention to participate in the new Annex of their particular IA (see *Model Notice of Participation in an Annex*, **Exhibit J**). Participation will become effective upon receipt of this letter by the IEA.
- 8.3** If, in the future, there is only one CP from a given IA participating in the Annex, it is likely that it will no longer be regarded as a valid Annex of the IA and therefore it will no longer be a joint Task. This is because under most IA texts, at least two CPs or Participants from the IA need to participate in an Annex for it to be valid. (Note that in some IAs, the requirement is at least two Participants, not just CPs).

F. PARTICIPATION OF CONTRACTING PARTIES

1. Who can be a Contracting Party?

1.1 Article 3.2 (a) - (d) of the IEA Framework outlines who can be CPs in an IA (See Exhibit A; see also Glossary of Terms, Paragraph 1.6). It states that a CP can be:

- a) the governments of both OECD Member or OECD non-Member countries;
- b) the European Community (now the EU);
- 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 Union.

1.2 Participation as a CP for the first time in any IA by an OECD non-Member country or an International Organisation requires prior approval of the CERT. If the CERT considers a first-time application to be sensitive, it may refer the decision to the Governing Board.

1.3 No CP from an OECD non-Member country or International Organisation can have greater rights or benefits than CPs from OECD Member countries.

1.4 A government as a CP

- a) A government can participate in an IA as a CP:
 - (i) directly, in its own name and on its own behalf, usually through a government ministry or a government department (e.g., “Government of France (Ministry of Energy)”); or
 - (ii) through one or more entities that the government designates. A designated entity may be governmental/government owned (e.g., a university or research laboratory such as the CSIRO or Lawrence Berkeley National Laboratories) or non-governmental (e.g., a private company such as Siemens). If the government designates an entity, that entity joins the IA as a CP in its own name and is said to participate in the IA for and on behalf of the government that has designated it; or
 - (iii) both directly and through one or more designated entities (in which case there will be two or more CPs from the same country).
- b) A government initially may join an IA directly and subsequently replace its participating ministry or department with a designated entity.
- c) If a government designates more than one CP to the IA, almost all IA texts stipulate that all those CPs may, collectively, cast only one vote. Practically, this generally means that either (i) the government identifies one of the CPs as being entitled to vote, or (ii) the CPs must together agree on the vote to be cast in relation to each decision of the ExCo.

2. How to become a Contracting Party

2.1 Decision of the ExCo

- a) The ExCo needs to pass a resolution to invite (i) the applicant government or the EU to participate in the IA in its own name and on its own behalf or through a designated entity; or (ii) the International Organisation in which one or more governments participate.

(see **Exhibit G** for an example of an ExCo resolution to invite a government/EU/International Organisation to join).

- b) This decision needs to be made in accordance with the voting procedures in the IA text.
- c) The decision should be recorded in the ExCo minutes. The ExCo should send the IEA Secretariat a copy of the complete ExCo minutes and not simply the excerpt that records the resolution to invite.
- d) Sometimes invitations are voted on by the ExCo but not acted upon by the government or designated entity. In order for a potential CP to accept an invitation, the resolution to invite must be “current”. The OLC generally considers an invitation to remain current for a period of two years. If the government/EU/International Organisation does not act on the invitation within that two year period and the ExCo still wishes to invite it to be a CP, the ExCo should vote again to confirm the decision to invite it as a CP. Such action is recommended, as the original decision may no longer reflect the wishes of the ExCo, whether because of a change in circumstances or a change in the Participants.
- e) If the decision relates to the invitation of an OECD non-Member country or an International Organisation, the ExCo decision should ideally outline the terms and conditions of membership, keeping in mind that Contracting Parties from OECD non-Member countries and International Organisations cannot have greater rights or benefits than Contracting Parties from OECD Member countries. If the country has not already been approved by the CERT to participate in an Implementing Agreement, its first-time participation will need to be submitted to the CERT (see **Section 2.3(c)** below).

2.2 Letter inviting the entity to join the IA as a CP

Once the ExCo has made the decision to invite the potential CP, the ExCo Chair or Operating Agent should send a letter, formally inviting it to join (see **Exhibit X** for an example of the type of letter that the Chair/Operating Agent may wish to send out).

2.3 How is the invitation accepted?

- a) **Letter of Acceptance.** If the government/EU intends to participate directly through one of its ministries or departments, then no letter of designation is necessary and the government ministry or department should simply send a letter of acceptance to the IEA Executive Director, with a copy to the ExCo Chair (see *Model letter of Acceptance, Government as a Contracting Party*, **Exhibit H**³). In the letter of acceptance, the ministry or department of the government /EU should:
- agree to accept the terms and conditions set out in the IA text and any additional terms and conditions set out in the ExCo’s invitation letter;
 - confirm its intention to participate in at least one Annex, setting out the Annex number and title (if the IA has Annexes);
 - identify the person who is duly authorised to sign the IA text on behalf of the CP; and

³ Please contact OLC for model letters to be used with respect to China.

- specify the name and contact details of the ExCo representative and alternate representative.

b) **Letters of Designation and Acceptance.** If the government/EU intends to designate a separate entity that will participate on its behalf, then acceptance is a two-step process:

(1) The government/EU should send a letter to the IEA Executive Director, copied to the ExCo Chair, designating the entity to be the CP on its behalf (see *Designation of a Contracting Party by the Government*, **Exhibit I(a)**⁴). In the letter of designation, the government entity/EU should:

- agree to accept the invitation from the ExCo; and
- identify the entity that it designates to be the CP on its behalf.

(2) The designated entity should then send a letter to the IEA Executive Director, copied to the ExCo Chair (see *Model Letter of Acceptance, Designated Entity as a Contracting Party*, **Exhibit I(b)**⁵). The model letter of acceptance at Exhibit I(b) is designed to be sent by a designated entity. In the letter of acceptance, the designated entity should:

- agree to accept the terms and conditions set out in the IA text and any additional terms and conditions that are set out in the ExCo's invitation letter;
- confirm its intention to participate in at least one Annex, setting out the Annex number and title (if the IA has Annexes);
- identify the person who is duly authorised to sign the IA text on behalf of the CP; and
- specify the name and contact details of the ExCo representative and alternate representative.

c) **When is CERT approval required?** Before it can participate as a CP, CERT approval is necessary for both an OECD non-Member country or an International Organisation that has never before joined any IA. The IEA Framework outlines (in Article 3.2.2) that the ExCo needs to provide the CERT with the following documents (in practice, these are submitted to the CERT by the IEA Secretariat on behalf of the ExCo):

- a copy of the ExCo minutes at which the ExCo voted to extend the invitation (see Section 2.1 above);
- if the entity is an OECD non-Member country, a copy of the terms and conditions of membership in the IA (see Paragraph 2.1(e) above);
- a copy of the letter of invitation (see Paragraph 2.2 above); and
- a copy of the letter of acceptance from the government and, if relevant, the designated entity (see Paragraphs 2.3(a) and 2.3(b)(2)).

These documents will be submitted to the CERT by the IEA Secretariat after the IEA Executive Director has received the offer and acceptance letters.

⁴ Please contact OLC for model letters to be used with respect to China.

⁵ Please contact OLC for model letters to be used with respect to China.

PRACTICAL TIP:

All documents relating to an invited OECD non-Member country or International Organisation joining an IA for the first time should be provided to the OLC for its review prior to the CERT meeting. The Agenda for a CERT meeting is posted four weeks before the meeting, so the OLC will need to receive all the documents at least five to six weeks before the scheduled CERT meeting to allow time for review and preparation of the relevant documents for the CERT meeting.

In appropriate cases, the IEA Secretariat may submit the request for approval to invite a potential Participant to the CERT by Written Procedure.

PRACTICAL TIP:

If the CERT approval will be sought by way of Written Procedure, all documents relating to the invited OECD non-Member country or International Organisation joining an IA for the first time should be sent to OLC at least three weeks before the Written Procedure is scheduled to be sent to the CERT delegates to enable the OLC to allow time for review and preparation of the Written Procedure.

- d) **Signature of the IA text.** Once the CERT has given approval (if required) and the IEA Executive Director has received the original copies of the letters described in Section 2.3 above, the OLC will send the new CP the signature page of the IA text. This will be sent to with the signatory named in the acceptance letters. The signature page of the IA text can only be signed by the authorised representative identified in the acceptance letter (see Paragraphs 2.3(a) and 2.3(b)(2) above). The CP then returns the original signature page to the OLC.

The participation of the new CP becomes effective as of the date the CP signs the signature page of the IA text, or at a date specified on the signature page. Once the CP has signed the signature page, the IEA Secretariat will inform the ExCo Chair and/or Secretary who should update the IA website. The relevant DO will update the IMPAG Website.

PRACTICAL TIP: Each country's government determines who will be entitled to sign on its behalf. A representative of a government's delegation to the OECD may be able to sign the IA text on behalf of a government if it intends to participate directly in the IA.

3. Can a third party carry out work for a Contracting Party under an Annex?

Occasionally, a CP will assign the performance of part or all of its activities under the IA or an Annex to a third party entity. The IEA Secretariat does not need to be informed of these separate arrangements. It is important to remember that only the CP that has signed the IA can contractually benefit from any rights, and is bound by all the obligations in the IA text. The third party, as it has not signed the IA text, is not a Participant and assumes no legal rights or obligations under the IA text. Legally, the ExCo has the right to look only to the CP for the performance of its obligations under the IA text.

4. How to change a Contracting Party

4.1 Change of name

Unless the terms of the IA text provide otherwise:

- (1) If the CP is the government (through a government ministry or department) and the government ministry or department is changing its name (resulting, for example, from a government reorganisation); The government should send a letter to the IEA Executive Director (with a copy

the ExCo Chair), indicating the new name of the ministry or department (*see Model Letter for Change of Name of a Participant, Exhibit S*). No additional signature of the IA text is needed. Please consult the OLC to confirm the steps that should be taken.

(2) If the CP is a designated entity and it is changing its name:

- i) No additional signature of the IA text is needed if the designated entity is simply changing its name. However, the designated entity should send a letter to the IEA Executive Director (with a copy the ExCo Chair), indicating its new name (*see Model Letter for Change of Name of a Participant, Exhibit S*).
- ii) If the change of name in fact reflects a significant change in the designated entity's status or ownership or if the original designated entity no longer exists:
 - If the IA text requires the CP to inform the ExCo and the IEA Secretariat of a change of control: once the ExCo is informed, it is recommended that the ExCo contact the relevant designating government/EU to confirm that it still wishes to designate the entity as the CP. If the CP has become a substantially different legal entity the government may need to send a letter to the IEA Executive Director, with a copy to the ExCo Chair (*see Model Letter for Replacement of a Contracting Party, Exhibit L*). In such circumstances, the designated entity may also need to send a letter of acceptance to the IEA Executive Director, copied to the ExCo Chair (*see Model Letter of Acceptance, Designated Entity as a Contracting Party, Exhibit I(b)*) and sign the IA text again. In such circumstances, please consult the OLC to confirm the steps that should be taken.
 - If the IA text does not require the CP to inform the ExCo or the IEA Secretariat of a change of control: if the ExCo becomes aware of the change, it is recommended that the ExCo contact the relevant designating government/EU to confirm that it still wishes to designate the entity as the CP. Depending on the legal nature of the change, the same steps made need to be taken as outlined above. Again, please consult the OLC to confirm the steps that should be taken in such circumstances.

4.2 Change of CP

Unless the terms of the IA text provide otherwise:

- a) If the CP is the government (through a government ministry or department) and the government wishes to designate an entity to be the CP in the IA:
 - The government should send a letter to the IEA Executive Director (with a copy to the ExCo Chair) stating its intention to designate an entity and indicating the name and contact details of the entity to be designated (*see Model Letter for Replacement of a Contracting Party, Exhibit L*).
 - The new designated entity should then send a letter of acceptance to the IEA Executive Director, copied to the ExCo Chair (*see Model Letter of Acceptance-Designated Entity, Exhibit I(b)*).
 - The new designated entity will also need to sign the IA text (*see Paragraph 2.3(d)* above).
- b) If the CP is a designated entity and the government wishes to replace it with another designated entity:
 - The government should send a letter to the IEA Executive Director (with a copy to the ExCo Chair) stating its intention to replace the designated entity and indicating the name and contact details of the new designated entity (*see Model Letter for Replacement of a Contracting Party, Exhibit L*).
 - The new designated entity should then send a letter of acceptance to the IEA Executive Director, copied to the ExCo Chair (*see Model Letter of Acceptance-Designated Entity, Exhibit I(b)*).
 - The new designated entity will also need to sign the IA text (*see Paragraph 2.3(d)* above).

- c) If the CP is a designated entity and the government wishes to replace it with the government (through a government ministry or department) as the CP in the IA:
- The government should send a letter to the IEA Executive Director (with a copy to the ExCo Chair) stating its intention to replace the designated entity with the government ministry or department and indicating the new contact details (see Model Letter for Replacement of a Contracting Party, Exhibit L).
 - The government ministry or department should then send a letter of acceptance to the IEA Executive Director, copied to the ExCo Chair (see Model Letter of Acceptance- Government as a Contracting Party, Exhibit H; Chapter F, Paragraph 2.3(a)).
 - The government will also need to sign the IA text (see Paragraph 2.3(d) above).

5. Withdrawal of a Contracting Party and Failure to Fulfil Contractual Obligations

5.1 The withdrawal of a Contracting Party can be:

- (a) voluntary : when the CP no longer wishes to continue participating in an IA; or
- (b) involuntary : when the CP has failed to comply with the terms of the IA, *e.g.* by failing to pay its contribution.

5.2 Voluntary withdrawal from an IA

Most IA texts include two options for determining the effective date of voluntary withdrawal:

- a) the withdrawal takes effect a certain number of months from the date of the notice of withdrawal sent to the IEA Executive Director (*e.g.*, the CP remains a Participant for 12 months from the date of its notice to the IEA Executive Director); or
- b) the CP can request the ExCo to approve its withdrawal from the IA at an earlier date than the normal notice period specified in the IA. The ExCo can vote on such a request either by Written Procedure (if the IA text permits) or at its next meeting. If the ExCo approves an earlier withdrawal date, the CP's participation will cease as of the date decided by the ExCo. If the ExCo does not approve the earlier withdrawal, the normal notice period specified in the IA text will apply.

In either case, the CP should send a notice of withdrawal to the IEA Executive Director, copied to the ExCo Chair, informing them of its decision to end its participation in the IA (see Model Letter of Withdrawal, Exhibit T).

A CP remains responsible for any contractual obligations, such as the payment of fees, until the date that it is deemed withdrawn.

5.3 Involuntary withdrawal from an IA(termination)

Some Contracting Parties cease active involvement in the IA, either by ceasing to provide financial or in-kind contribution and/or by not participating in the ExCo meetings.

This is significant because Article 2.2 of the IEA Framework, echoing similar provisions in the earlier Guiding Principles, states that “*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.*”

Most IA texts provide that, where a CP has failed to fulfil its obligations or has become inactive, the ExCo may send a notice to the CP specifying the nature of the failure and asking the CP to remedy its failure, e.g., pay outstanding fees (*see Model Notice to Participant to Fulfil Contractual Obligations, Exhibit M*). Always check the IA text for particular provisions on this issue. Where permitted, the notice should give the non-compliant CP a certain number of days (as specified in the IA text) to “cure” its default and fulfil its contractual obligations. If the CP fails to remedy its failure within the timeframe specified, the ExCo can, by voting, deem the CP to have withdrawn from the IA. The deemed withdrawal will be from the date of the deadline contained in the notice, or at another date decided by the ExCo.

Notwithstanding the above, some IAs prefer to “carry” an inactive CP if they believe the inactivity may be temporary, on the assumption it is easier for a CP to resume participation than have to be re-invited to rejoin the IA at a later date. However, if the ExCo chooses to do this, there is a risk that it will be difficult in the future for it to ask the CP to remedy its failure to fulfil its obligations. In addition, if some Participants fail to attend meetings or contribute to the IA, this can cause problems for the Participants—in particular, IA texts generally have a “quorum” requirement (i.e. a minimum number of representatives must be present) for a meeting to validly conduct business. It is strongly recommended that the ExCo contact the OLC to discuss the best course of action in such circumstances.

5.4 Record in the minutes of the ExCo meeting and update website

Any notice of withdrawal, and any decision of the ExCo concerning the withdrawal of a CP, should be recorded in the minutes of the ExCo meeting. As the date of withdrawal is important, the minutes could read, as follows:

“The Chair [*insert name*] informed the ExCo that [*insert CP’s name, country*] has withdrawn from the [*insert name of IA*] IA, because of [*insert reasons*]. [The withdrawal of [*insert name*] will be effective from [*date 12 months from date of notice*] OR *Insert the following only if the ExCo approved an earlier withdrawal*: The Executive Committee unanimously approved the withdrawal, which will be effective as of [*insert date*].]”

Each time a CP withdraws, the ExCo should update the IA website and advise the DO who will update the IMPAG Database accordingly.

6. Observers and occasional attendees

“Observers” and “occasional attendees” at ExCo meetings are not categories of Participants that are recognised by the IEA Framework or, prior to the IEA Framework, by the Guiding Principles. Nor are they recognised in any IA texts. As a result, neither category benefits from any contractual rights nor bears any contractual obligations arising from an IA text. Because of this fact, the IEA Secretariat discourages long-term “observers” or “attendees” at ExCo meetings. However, in the OLC’s view, an ExCo may invite a third party to an occasional meeting, workshop, seminar or other relevant event organised in connection with an IA, either in anticipation of their possible permanent participation in the IA or in connection with projects linking the third party’s activities and the activities carried out by the IA. Generally the OLC recommends that a third party be an observer for no more than 18 months.

G. PARTICIPATION OF SPONSORS

1. Who can be a Sponsor?

Article 3.3 of the IEA Framework outlines who can be Sponsors in an IA (see Exhibit A; See also Glossary of Terms, **Paragraph 1.31**). It states that a Sponsor can be:

- (a) an entity of an OECD Member country or an OECD non-Member country which is not designated by the government of its country to participate in a particular IA; or
- (b) a non-intergovernmental international entity in which one or more countries (whether or not members of the IEA or of the OECD) participate.⁶

The CERT has determined that a government owned or controlled entity can become a Sponsor, as long as the government of the proposed Sponsor has no objection to it being a Sponsor rather than a CP. The IEA Secretariat will make inquiries on behalf of the ExCo.

2. How to become a Sponsor

Because the documents related to Sponsors need to be submitted to the CERT, the ExCo should contact the OLC before beginning this process.

The usual steps to becoming a Sponsor in an existing IA are:

2.1 **Decision of the ExCo**

- a) The ExCo needs to pass a resolution to invite the entity to join as a Sponsor. This decision must be made in accordance the voting procedures in the IA text.
- b) Unless it is already clearly stated in the IA text, the ExCo will also need to vote on the terms and conditions of participation (see *Draft ExCo Resolution to Invite an Entity to Participate as a Sponsor*, **Exhibit O**).

Terms and conditions: It is important to keep in mind that Sponsors cannot have greater rights or benefits than CPs from OECD non-Member countries and no Sponsor can be designated Chair or Vice-chair of an IA (see Article 3.3.4, IEA Framework, **Exhibit A**). Apart from the restrictions in the IEA Framework, the ExCo can give Sponsors the same rights and obligations as CPs. However, some ExCos choose to impose extra or special terms and conditions on Sponsors. Types of conditions of participation might include that a Sponsor will pay a lower annual financial contribution than a CP, or that the Sponsor will have limited or no voting rights. For guidance on the types of conditions that might be imposed, see the model offer letter: see *Draft ExCo Letter to Sponsor Following Approval from ExCo*, **Exhibit P**.

It is not necessary for all Sponsors in the IA to be subject to the same terms and conditions. The ExCo can establish different terms and conditions for different Sponsors, unless the IA text provides otherwise. For example, the ExCo can decide that a particular Sponsor will pay a lower annual financial contribution than another Sponsor.

However, it is important to keep in mind that whatever types of terms and conditions are imposed, participation in an IA must be based on “*equitable sharing of obligations, contributions, rights and benefits*” (Article 2.2, IEA Framework, **Exhibit A** and the prior Guiding Principles, Article IV(a)).

⁶ Thus, the World Bank cannot be a Sponsor (as it is not a non-governmental international entity) but it can be a CP.

- a) Both votes (the decision to invite as a Sponsor and the terms and conditions to be imposed) should be recorded in the ExCo minutes. The ExCo should send the IEA Secretariat a copy of the complete ExCo minutes which record the decision and not simply the excerpt that records the resolution to invite.
- b) Sometimes invitations are voted on by the ExCo but not acted upon by the potential Sponsor. In order for a potential Sponsor to accept an invitation, the invitation must be “current”. The OLC generally considers an invitation to remain current for a period of two years. If the potential Sponsor does not act on the invitation within that two year period and the ExCo still wishes to invite them to be a Sponsor, the ExCo should vote again to confirm the decision to invite them as a Sponsor. Such action is recommended, as the original decision may no longer reflect the wishes of the ExCo, whether because of a change in circumstances or a change in the Participants.

2.2 Letter inviting the entity to join the IA as a Sponsor

The ExCo Chair or the Operating Agent, on behalf of the ExCo, should send a letter of invitation to the entity, with a copy to the IEA Executive Director (see Draft ExCo Letter to Sponsor Following Approval from ExCo, Exhibit P). In the letter the ExCo should:

- a) invite the entity to join the IA as a Sponsor;
- b) set out the terms and conditions of it being a Sponsor. It is important that the offer letter reproduce precisely the terms and conditions of participation decided by the ExCo; and
- c) ideally, include the date that participation as a Sponsor will become effective. Importantly, the Sponsor’s participation cannot become effective before CERT approval has been obtained (see Section 2.3 below). The letter might state that participation will be effective “upon signature of the IA text by the entity,” or “following signature and payment of the annual fee.”

2.3 How is the invitation accepted?

- a) **Letter of Acceptance.** The invited Sponsor needs to send a letter of acceptance to the IEA Executive Director, with a copy to the ExCo Chair or the OA (see Letter of Acceptance from Sponsor, Exhibit Q). In the letter of acceptance, the invited entity should:
 - agree to accept the terms and conditions set out in the IA text and any additional terms and conditions set out in the ExCo’s invitation letter. The simplest way is to state that all the terms and conditions set out in the offer letter are accepted. If the letter of acceptance lists the terms and conditions, it is important that no new terms or conditions are added, otherwise the letter may be regarded as a counter offer, which would need to be accepted by the ExCo before the invited Sponsor is able to join the IA;
 - confirm its intention to participate in at least one Annex, setting out the Annex number and title;
 - identify the person who is duly authorised to sign the IA text on behalf of the Sponsor; and
 - specify the name and contact details of the ExCo representative and alternate representative.
- b) **CERT approval.** CERT approval is required before a Sponsor can participate in an IA. The IEA Framework outlines (in Article 3.3.2, **Annex A**) that the ExCo needs to provide the CERT with the following documents (in practice, these are submitted to the CERT by the IEA Secretariat on behalf of the ExCo):

- a copy of the ExCo minutes at which the ExCo voted to extend the invitation and on the terms and conditions of the invited Sponsor's participation (see Section 2.1(c) above);
- a copy of the terms and conditions of the invited Sponsor's participation (see Section 2.1(b) above); and
- a copy of the letter of invitation (see Section 2.2 above) – this is not required by the IEA Framework, but is submitted in practice to demonstrate the Sponsor's acceptance of the relevant terms and conditions; and
- a copy of the acceptance letter from the invited Sponsor (see Section 2.3(a) above).

These documents will be submitted to the CERT by the IEA Secretariat after the IEA Executive Director has received the offer and acceptance letters.

PRACTICAL TIP:

All documents relating to an invited Sponsor must be provided to the OLC for its review prior to the CERT meeting. The Agenda for a CERT meeting is posted four weeks before the meeting, so the IEA Secretariat will need to receive all the documents at least five to six weeks before the scheduled CERT meeting to allow time for review and preparation of the relevant documents for the CERT meeting.

In appropriate cases, the IEA Secretariat may submit the request to the CERT for approval to invite a Sponsor by Written Procedure.

PRACTICAL TIP:

If the CERT approval will be by way of written procedure, all documents relating to the invited Sponsor should be sent to OLC at least three weeks before the written procedure is scheduled to be sent to the CERT delegates to enable the IEA Secretariat to allow time for review and preparation of the written procedure.

- c) **Signature of the IA text.** Once the CERT has given approval and the OLC has received the original signed copies of the letters described in paragraphs 2.2. and 2.3(a) above, the OLC will send the new Sponsor a signature page of the IA text. The signature page of the IA text can only be signed by the authorised representative referred to in the acceptance letter (see Paragraph 2.2 above). The Sponsor should return the original signature page to the OLC.

The participation of the new Sponsor becomes effective as of the date it signs the signature page of the IA text, or at a later date specified on the signature page. Once the Sponsor has signed the IA text, the IEA Secretariat will inform the ExCo Chair and/or Secretary who should update the IA website. The relevant DO will update the IMPAG Website.

3. **How to change a Sponsor's name**

- 3.1 Unless the terms of the IA text provide otherwise, if the Sponsor is changing its name, it should send a letter to the IEA Executive Director (with a copy to the ExCo Chair), indicating its new name (see Model Letter for Change of Name of a Participant, Exhibit S). No additional signature of the IA text is needed.

- 3.2** If the change of name in fact reflects a significant change in the Sponsor's status or ownership, or if the original Sponsor no longer exists:
- a) If the IA text requires the Sponsor to inform the ExCo and the IEA Secretariat of a change of control: once the ExCo is informed, the ExCo can decide how it wishes to proceed. If the ExCo would like to retain the entity as a Sponsor, depending on the legal nature of the change of ownership, the ExCo may need to re-invite the entity to be a Sponsor, the Sponsor may need to send a new letter of acceptance to the IEA Executive Director and/or the Sponsor may need to sign the IA text again (**See Chapter F Section 2**, above). In such circumstances, please consult the OLC to confirm the steps that should be taken. If the ExCo does not wish to retain the entity as a Sponsor, then most IA texts provide that, in such circumstances, the Sponsor will be deemed to have withdrawn from the IA on a date fixed by the ExCo.
 - b) If the IA text does not require the Sponsor to inform the ExCo and the IEA Secretariat of a change of control: if the ExCo becomes aware of the change, the ExCo can vote on the continuing participation of the Sponsor on a case-by-case basis, according to the IA's voting rules and procedures. Depending on the legal nature of the change, the same steps may need to be taken as outlined above (**See Chapter F Section 2**, above). Again, please consult the OLC to confirm the steps that should be taken.
- 3.3** **Update the IA website.** Each time a Sponsor changes its name the ExCo Chair and/or Secretary should update the IA website and inform the relevant DO who will update the IMPAG Website.

4. Withdrawal of a Sponsor and Failure to Fulfil Contractual Obligations

4.1 The withdrawal of a Sponsor can be:

- (a) voluntary: when the Sponsor no longer wishes to continue participating in an IA;
- (b) involuntary: when the Sponsor has failed to comply with the terms of the IA, *e.g.* by failing to pay its contribution; or
- (c) provided for in the terms and conditions of the Sponsor's participation (*e.g.* if the Sponsor was invited to participate for one year renewable), **see Chapter G, Section 5** below.

4.2 Voluntary withdrawal from an IA

Most IA texts treat the withdrawal of Participants equally, *i.e.*, the same rules apply to both CPs and Sponsors. If the IA text does not, the ExCo may determine, as one of the terms and conditions of a Sponsor's participation, that the article in the IA text about withdrawal of a CP will also apply to the Sponsor. Most IA texts usually include two options for determining the effective date of withdrawal:

- a) the withdrawal takes effect a certain number of months from the date of the notice of withdrawal sent to the IEA Executive Director (*e.g.*, the Sponsor remains a full Participant for 12 months from the date of its notice to the IEA Executive Director); or
- b) the Sponsor can request the ExCo to approve its withdrawal from the IA at an earlier date than the notice period specified in the IA. The ExCo can vote on such a request either by Written Procedure (if the IA text permits) or at its next meeting. If the ExCo approves an earlier withdrawal date, the Sponsor's participation will cease as of the date decided by the ExCo. If the ExCo does not approve the earlier withdrawal, the normal notice period specified in the IA text will apply.

In either case, the Sponsor should send a notice of withdrawal to the IEA Executive Director, copied to the ExCo Chair, informing them of its decision to end its participation in the IA (**see Model Letter of Withdrawal, Exhibit T**).

4.3 Involuntary withdrawal from an IA/termination

The Sponsor may cease its active involvement in the IA by failing to comply with the terms of the IA, e.g. by failing to pay its contribution.

Most IA texts provide that, where a Sponsor has failed to fulfil its obligations or has become inactive, the ExCo may send a notice to the Sponsor specifying the nature of the failure and asking the Sponsor to remedy its failure, e.g., to pay outstanding fees (see *Model Notice to Participant to Fulfil Contractual Obligations, Exhibit M*). Always check the IA text for particular provisions on this issue. Where permitted, the notice should give the non-compliant Sponsor a certain number of days (as specified in the IA text) to “cure” its default and fulfil its contractual obligations. If the Sponsor fails to remedy its failure within the timeframe specified, the ExCo can, by voting, deem the Sponsor to have withdrawn from the IA. Most IA texts require that this be done by a unanimous vote of the ExCo. The deemed withdrawal will normally be from the date of the deadline contained in the notice, or at another date decided by the ExCo.

4.4 Record in the minutes of the ExCo meeting and update website

Any notice of withdrawal, and any decision of the ExCo concerning the withdrawal of a Sponsor, should be recorded in the minutes of the ExCo meeting. As the date of withdrawal is important, the minutes may read, as follows:

“The Chair [*insert name*] informed the ExCo that [*insert Sponsor’s name*] has withdrawn from the [*insert full name of IA*] IA, because of [*insert reasons*]. [The withdrawal of [*insert name*] will be effective from [*date 12 months from date of notice*] OR *Insert the following only if the ExCo approved an earlier withdrawal*: The Executive Committee unanimously approved the withdrawal, which will be effective as of [*insert date*].]”

Each time a Sponsor withdraws, the ExCo Chair and/or Secretary should update the IA’s website and notify the relevant DO who will update the IMPAG Database.

5. Term and renewal of a Sponsor’s participation

Some ExCos invite a Sponsor to join the IA for a specified period of time, e.g. for one year, renewable in writing by mutual agreement of the ExCo and the Sponsor. If the Sponsor’s participation in the IA is subject to an initial term, this should be included in the terms and conditions of participation. Prior to the expiration of the term, the ExCo should decide whether to extend the Sponsor’s participation and record its decision in the minutes of the meeting, or at the meeting immediately following the ExCo decision if the decision is taken by Written Procedure. If a decision is made not to extend the Sponsor’s participation, the Sponsor will cease to be a Participant on the day following the end of the initial (or any subsequent) term.

H. THE EXECUTIVE COMMITTEE AND THE OPERATING AGENT

1. The Executive Committee

2.1 Role

The IEA Framework (Article 1.4, **Exhibit A**) and the text of each IA provide that each IA will have an Executive Committee composed of representatives of all Participants.

2.2 Structure

Participants elect, at minimum, an ExCo Chair and a Vice-chair (see Chapter H, Section 2). In addition, many ExCos appoint an Operating Agent (see Chapter H, Section 5). Although the Operating Agent is called a “General Manager” or a “Programme Manager” in some IA texts, for ease of reference, and because most IA texts use the term “Operating Agent”, this Handbook will refer to the term “Operating Agent” (“OA”).

If the IA has one or more Annexes, the ExCo may decide to appoint an Operating Agent for each Annex, rather than for the IA as a whole. The appointment of the Operating Agent must be consistent with what is permitted or provided for in the IA text. In other cases, the ExCo may establish sub-teams of Participants and sub-team leaders to administer each Annex.

2.3 Functions and responsibilities of the ExCo

The IEA Framework sets out the minimum requirements for the ExCo. In addition, the IA text assigns duties to the ExCo. Generally, the ExCo’s responsibilities include:

- a) to approve the program activities and the annual Programme of Work and budget for the IA;
- b) to establish the terms of the contribution for scientific and technical information, know-how and studies, staffing, capital investment or other forms of financing to be provided by each Participant in the IA;
- c) to ensure that the Participants provide the necessary funding and/or other resources, as determined by the IA;
- d) to maintain regular contact with their respective national experts to maximise the benefits of international collaboration under the IA;
- e) to invite entities to join the IA and appoint ExCo officers;
- f) to prepare the Annual Report and transmit it to the IEA Secretariat;
- g) to ensure the terms of the IA text are complied with by Participants;
- h) to approve amendments to the IA text and Annex text(s);
- i) to invite one or more representatives of the IEA Secretariat to its meetings and provide them with all documentation made available to the ExCo representatives for the purpose of the meeting;

- j) oversee the Programme of Work and projects carried out under the IA (e.g. by defining, guiding and approving status reports, outcomes and new activities) to ensure the quality and effectiveness of the various elements of the Programme of Work and effective participation of the Participants; and
- k) oversee the performance of the OA, if any, and advise or assist it when problems arise in connection with the IA or the Annex(es) for which it is responsible.

2. ExCo Chair and Vice-chair

2.1 Who can be an ExCo Chair or Vice-chair?

Only the representative of a CP is eligible to be elected as an ExCo Chair or Vice-chair: Article 3.3.4 of the IEA Framework states that “*no Sponsor shall be designated Chair or Vice-chair of an Implementing Agreement*” (see **Exhibit A**).

2.2 Election of the ExCo Chair and Vice-chair

The ExCo should elect its Chair in accordance with the voting procedure set out in the IA text. The ExCo’s decision should be recorded in the ExCo minutes. In case of election by Written Procedure, the ExCo decision should be recorded in the minutes of the next ExCo meeting.

2.3 Duration of the appointment

The Chair’s (and Vice-chair’s) term, including its extension, is usually specified in the IA text. If the IA text does not include such a provision, the ExCo can decide the term, and whether extension is permitted, at the time it elects the Chair and/or the Vice-chair. The decision should be recorded in the minutes of the ExCo meeting.

3. ExCo representative

3.1 Who can be an ExCo representative and an alternate representative?

In nearly all the IA texts, each Participant nominates two representatives: one to serve as their ExCo representative and one to serve as their alternate representative.

If a CP is designated by a government, the CP, and not the government, normally nominates its ExCo representative and alternate representative.

3.2 Identity of ExCo representative and alternate representative

The name, job title and full contact details of each ExCo representative and alternate representative should be included in a Participant’s acceptance letter to the IEA Executive Director when it joins the IA (see **Chapter F Section 2.3; Chapter G Paragraph 2.3(a); Model letter of Acceptance, Government as a Contracting Party, Exhibit H; Model Letter of Acceptance, Designated Entity as a Contracting Party, Exhibit I(b)** and **Letter of Acceptance from Sponsor, Exhibit Q**).

3.3 Change of ExCo representative and alternate representative

A Participant should notify the IEA Executive Director of any change to the ExCo representative and/or the alternate representative in a letter setting out the name, job title and full contact details of the new ExCo

representative and/or alternate representative (see *Model Letter of Change in ExCo Representative*, **Exhibit W**).

It is important that Participants ensure that the details of the ExCo representative and alternate representative are current, particularly for the purposes of Written Procedures.

3.4 Term of the ExCo representative and alternate representative

The term of each ExCo representative's and alternate representative's participation is determined by the Participant they represent. However, it is assumed the term is indefinite, unless explicitly stated to the contrary in the Participant's acceptance letter to the IEA Executive Director. If a Participant wishes to replace its ExCo representative and/or alternate, the procedure in Paragraph 3.3 (above) should be followed.

4. ExCo meetings and documents

4.1 ExCo meetings

- a) Each ExCo determines the frequency of its meetings in accordance with the IA text, and the majority of IAs hold two meetings a year. The date and venue of a meeting are normally decided by the ExCo at the preceding meeting.
- b) Most IA texts require that the "time, place and purpose of the meeting" be given to each Participant at least 28 days before the meeting. The OLC recommends that the ExCo should, at this time, provide an agenda with as much detail about the decisions and recommendations to be considered at the meeting and, where possible, circulate any documents that will be considered at the meeting.
- c) If the IA text does not specify when to circulate the agenda or any documents that will be considered at the meeting, the ExCo may establish its own rules for procedure for ExCo meetings. In such cases, it is recommended that the ExCo Chair or the Operating Agent distribute the agenda and any documents at least two weeks before the ExCo meeting to enable representatives to properly consider them. In addition, an ExCo might indicate a deadline for ExCo representatives to propose amendments to the agenda.

4.2 The minutes of the ExCo meetings

The minutes of each ExCo meeting should record at least:

- a) the names of the attendees at the meeting, as well as the names of any Participants who are not represented at the meeting;
- b) all decisions and recommendations of the ExCo, *e.g.* on the Programme of Work, budget, election of officers, election of an Operating Agent;
- c) any invitations to become a CP or a Sponsor and the terms and conditions of such participation;
- d) any amendments to the IA text or an Annex text (including the wording of the text to be deleted from/inserted in the text);
- e) any withdrawals of CPs or Sponsors; and
- f) any issues with respect to CPs or Sponsors (for example, non-payment of fees or non-attendance of meetings).

The minutes of each ExCo meeting should be sent to the relevant DO and the OLC.

4.3 Annual Report

Although the IEA Secretariat has no specific requirements about the form and the content of the Annual Report, and the ExCo of each IA can determine how much information to include, an Annual Report is expected to contain at least four categories of information:

- a) **General information about the IA** including: its full name; the principal activities and objectives of the IA and its Annexes; the names of the current Participants, ExCo representatives, and OA; any changes among Participants (admissions, withdrawals, replacements); the names of any third parties potentially interested in joining the IA; the mechanism to establish work priorities; the management system under the IA and its Annexes and the interaction with the relevant WP;
- b) **Outcomes achieved** and the status of the work being undertaken by Participants in the IA and the Annexes during the period covered by the Annual Report, including: conferences attended or organised; publications; joint activities with other IAs or the IEA; preparation of studies; launch of websites, technical reports, information papers and guidelines for Participants and third parties; training courses;
- c) **Future work**, key objectives and expected outcomes in terms of research and development projects, conferences, workshops, prospective new Participants, development of the information channels relating to the IA to third parties; and
- d) **Contact details** of the ExCo Chair, Vice-Chair, ExCo representatives, alternate representatives, OA and the DO and the IA's website address.

5. The Operating Agent

5.1 What does an Operating Agent do?

There is no requirement in the IEA Framework that an IA and/or any of its Annexes have an Operating Agent ("OA"). Despite this, Participants in most IAs entrust the management functions of the IA, or a particular Annex, to an OA and most IA texts include provisions about the role, functions and obligations of the OA.

The OA is responsible for performing the functions detailed in the IA text and or the Annex texts. The functions of the OA may also be determined by the ExCo. The role of the OA generally includes to:

- a) oversee the progress of the Programme of Work;
- b) resolve any problems arising from the carrying out of projects and activities or the Task for which it is responsible;
- c) provide certain information for, or draft, the Annual Report;
- d) avoid duplication of activities or Tasks of other IAs or programmes;
- e) co-ordinate with other IAs, where possible; and
- f) bring to the ExCo's attention matters requiring a response or a decision.

The ExCo normally reviews and discusses at each of its meetings any reports prepared by the OA and ensures the necessary follow-up of action items.

5.2 Who can be an Operating Agent?

The OA can be:

- a) an entity or an individual; and
- b) one of the Participants in the IA or a third party that has not signed the IA.

If the OA is an individual, then it will necessarily be a third party to the IA, since individuals may not be Participants in IAs.

5.3 How to appoint an Operating Agent

The steps to be taken to appoint an Operating Agent (“OA”) depend on the provisions of the IA text. Generally, they are:

- a) **ExCo designates the OA.** Many IA texts simply state that the ExCo will designate an OA, but they do not specify how this should be done. Sometimes a CP will offer its services and be designated as the OA. At other times, the OA will be a third party that is nominated by the ExCo or the ExCo may use a tender procedure to select an OA (*see Example Request for Proposals, Exhibit V*).
- b) **Confirmation of the designation.** Most IA texts require that the designation of the OA be confirmed or approved by a majority or unanimous vote of the ExCo.
- c) **Acceptance by the OA.** Even if it is not specifically required in the IA text, it is recommended that the new OA accept its functions by sending a notice of acceptance to the ExCo Chair, copied to the IEA Executive Director, setting out its responsibilities and duties and agreeing to accept the functions and responsibilities in the IA text and, if applicable, the relevant Annex(es) (*see Model Notice of Acceptance by Operating Agent, Exhibit R*). It is recommended that the functions, responsibilities and duties of the OA be set out in detail in such a notice because if the new OA is not a Participant in the IA, it will not be bound by the terms of the IA text (because it is not a party to it, i.e. it has not signed a signature page). If the new OA is a Participant in the IA, then such a letter will be a useful way to clarify and set out the responsibilities and duties of the OA.
- d) **Separate contract with the OA.** An ExCo may decide, or may be requested, to further clarify the duties of the OA in a written contract. If so, it is important to keep in mind that neither the IA nor the ExCo is a legal entity, which means that they cannot enter into a contract with the OA. To establish a contract, the ExCo should pass a resolution nominating one or more CPs to engage the OA on behalf of all the Participants. That CP should sign the contract as agent on behalf of all the Participants. Alternatively, all the ExCo members can enter into the contract with the OA. To date, most IAs do not have a separate contract with their OA and they rely only on the OA’s Notice of Acceptance (*see Model Notice of Acceptance by Operating Agent, Exhibit R*). Please contact the OLC if you have any questions about how to appoint an OA.

5.4 Term of an Operating Agent

Either the IA text or the ExCo (if the IA text is silent) may specify the term of the OA. Although it is not necessary to establish either a minimum or maximum term, if the IA text or Annex text is silent, then it is recommended that the ExCo establish, as a condition of appointment, a minimum term. For example, the term of the OA may be the same as the term of the IA or of the relevant Annex. The term of the OA should not exceed the term of the IA or Annex.

5.5 Replacement and resignation of an Operating Agent

- a) The IA text should establish the procedures for an OA's resignation and replacement. Normally the IA text will provide that the ExCo can replace the OA by unanimous or majority vote. The IA text should also give the OA the right to resign by giving a specified amount of notice, although that period may be shortened if a new OA is designated and confirmed in the notice period or the ExCo/ExCo Chair agrees.
- b) Most IA texts require ExCo approval before a government can replace its government-nominated OA with another organisation from its country. However, if the IA text is silent on this point, then the ExCo might wish to specify this condition at the time it appoints the OA.
- c) The replacement OA should be appointed in the same manner described in Section 5.3 above, unless the IA text specifies a different procedure.

I. VOTING

1. Who has voting rights in an IA?

1.1 The voting rights of the Participants should be set out in the IA text.

1.2 Contracting Parties

The IA text may give all CPs the same voting rights. Alternatively, the IA text may, or the ExCo may decide to allocate different voting rights to CPs from OECD non-Member countries or from International Organisations. It is important to remember that neither a CP from an OECD non-Member country nor an International Organisation can have greater rights or benefits than CPs from OECD Member countries (See **Chapter F, Paragraph 2.1(b)**; Article 3.2.4 of the IEA Framework, **Exhibit A**). A CP from an OECD non-Member country or an International Organisation could, in theory, be granted no voting rights.

According to the text of most IAs, if a government has designated more than one CP to an IA, then together the designated CPs can cast only one vote. The government may decide which of the CPs will have a voting right but, if not, then the designated CPs must decide between them how to cast their single vote. If the IA text does not deal with this point, it will be for the ExCo to decide whether all the CPs designated by the same government are counted for the purposes of voting.

1.3 Sponsors

The IA text may allocate voting rights to Sponsors, e.g. by referring specifically to voting rights of Sponsors or it may simply refer to the voting rights of Participants, which will include both CPs and Sponsors. If the IA text is silent or refers only to the voting rights of CPs, the ExCo will need to decide whether a Sponsor should have the right to vote and, if so, whether they should have the same voting rights as CPs.

It is important to keep in mind that Sponsors cannot have greater rights or benefits than CPs from OECD non-Member countries and so if the voting rights of those CPs are restricted, then Sponsors' voting rights must be similarly or more restricted (see Article 3.3.4, IEA Framework, **Exhibit A**). Most often, all CPs have the same voting rights and Sponsors have the same rights, or fewer. If Sponsors' voting rights are not included in the IA text, the voting rights should be outlined in the ExCo's invitation to the Sponsor at the time it joins the IA.

2. Quorum

2.1 The IA text will usually indicate the "quorum", which is the minimum number of ExCo representatives required at a meeting for the ExCo to conduct business. Most IA texts provide for a quorum of one half of the representatives plus one, less any resulting fraction. Some IA texts also provide that (a) Sponsors' representatives will not be counted when calculating quorum, and/or (b) a quorum of Annex Participants must be present if any decisions about the Annex are to be taken at the meeting.

2.2 It is important to check the provision in the IA text relating to quorum. If you have any questions, please contact the OLC.

2.3 If both the representative and the alternate representative of a Participant attend an ExCo meeting, only one of them will be counted for the purposes of determining if there is quorum at the meeting or for any vote.

2.4 Most IA texts provide that if a government has designated more than one CP, together the designated CPs will have only one vote in the ExCo. It follows that if more than one of those designated CPs

attend an ExCo meeting, only one of them will be counted for the purposes of determining if there is quorum. Please contact the OLC if you have any questions about this.

Example:

An IA has thirteen Participants. A quorum of the ExCo will be seven representatives ($6.5 + 1 = 7.5$ less the fraction of 0.5). An ExCo meeting is called at which representatives of six Participants attend. There is no quorum; consequently, no business can be officially transacted, although it may be discussed, at the meeting. Voting on any decision must either be postponed until a subsequent meeting or be taken by Written Procedure after the meeting (if written procedure is permitted under the terms of the IA text).

Example:

An IA has thirteen Participants. An ExCo meeting is called at which representatives of only six Participants attend, but one of the absent representatives has granted a proxy to one of the six representatives in attendance at the meeting. As the proxy counts for the purpose of calculating quorum, a quorum is achieved.

2.5 If a representative is unable to attend a meeting, then, if permitted under the IA text, the representative may:

- a) grant another representative a full proxy to vote for them at that meeting (see Chapter I, Paragraph 4.1 below): the proxy will be taken into account for the purposes of calculating quorum; or
- b) communicate his/her vote to the ExCo Chair before the meeting (see Chapter I, Paragraph 4.2 below): such a vote will not be taken into account for the purposes of calculating quorum.

2.6 It is essential that an ExCo meeting have quorum otherwise any decisions taken at the meeting will not be valid. A lack of quorum does not, however, prevent the ExCo from discussing issues at the meeting.

2.7 What to do if it looks like the ExCo meeting won't have quorum

- a) The ExCo Chair/OA can ask representatives/alternative representatives to attend the meeting by telephone or videoconference. If such meeting attendance is not expressly permitted in the IA text, the ExCo can decide to make this a valid way to conduct an ExCo meeting.
- b) Before the date of the meeting a Participant can temporarily change its nominated representative and appoint a representative who is able to attend the particular ExCo meeting. The Participant should send the IEA Executive Director (copied to the ExCo Chair) a letter notifying it of the change of representative for the purposes of the particular meeting.

2.8 What to do if the ExCo meeting doesn't have quorum

- a) The decisions and recommendations on the agenda may be discussed at the meeting and, if the issues to be decided are pressing, the ExCo may decide to take the decisions by Written Procedure after the meeting (see Chapter I, Section 7 below).
- b) The decisions and recommendations may be discussed at the meeting and the votes taken at the following meeting (if it has quorum).

If either of these options is adopted by the ExCo, it should be aware that it cannot act on or implement the decisions and recommendations until they have been validly passed by the ExCo.

3. Abstention

- 3.1** An abstention occurs when the representative of a Participant that is entitled to vote on an ExCo decision or recommendation deliberately refrains from casting a vote. A simple failure to vote (e.g. because of non-attendance) is not an abstention unless it is specifically stated in the IA text to be one.
- 3.2** An abstention does not count as a vote and cannot block an otherwise unanimous or majority vote. An abstention will not be counted as a “vote” for the purposes of a majority vote. See the examples in **Chapter I, Section 5** and **Section 6** below.
- 3.3** If a representative abstains, he/she is in effect only attending the meeting to aid in constituting a quorum because a representative who abstains from voting on a decision is still counted for the purposes of calculating quorum.
- 3.4** An abstention will be recorded in the minutes as such and it may be used:
 - a) to indicate a Participant’s ambivalence or mild disapproval about a proposed measure that does not rise to the level of active opposition;
 - b) when a Participant has a certain position about an issue which is contrary to the common opinion, and where it might be not be politically expedient to vote in that way; and/or
 - c) when a representative does not feel adequately informed about the issue at hand.

4. Voting by Proxy or in writing before the meeting

4.1 Proxy voting

Many IA texts permit voting by proxy where neither an ExCo representative nor the alternate representative is unable to attend a meeting. To vote “by proxy”, the representative should appoint another representative to vote on his/her behalf in relation to a particular decision or all decisions to be made at the meeting.

A general proxy for all decisions will be counted for the purposes of determining whether quorum has been constituted at the meeting.

4.2 Voting in writing before the meeting

In situations where neither an ExCo representative nor the alternate representative is able to attend a meeting, some IA texts permit the representative to communicate his/her vote to the ExCo Chair in writing no later than five (5) days before the date of the meeting. The application of such a provision may be useful where a majority vote is required on a decision or recommendation and, absent the vote, it will not pass.

It is important to note that, where the IA text provides for voting in this manner, such a pre-meeting vote will be counted as a valid vote but it will not count for the purpose of determining whether quorum has been constituted at the meeting.

Allowing votes in advance of a meeting can cause problems for an IA. In the past, some CPs have used this provision to vote against proposals without attending the ExCo meetings to discuss the proposals. For this reason, some IAs have chosen to remove this provision.

5. Unanimous vote / vote by unanimity

- 5.1** In most IA texts, a unanimous vote (as also called a “vote by unanimity”) is defined as the affirmative vote of all ExCo representatives, or alternative representatives in the absence of the representatives, present at the meeting and voting. In other words, representatives who are absent or do not vote (or abstain) are not taken into account, unless the text specifically permits, for example, proxies or advance voting in writing (discussed in paragraph 4.1 and 4.2 above). As of October 2011, none of the IA texts allow voting by absent ExCo representatives after the meeting.
- 5.2** Most IA texts require a unanimous vote for decisions that will have a major impact on the participation of, and financial consequences for, Participants in the IA. For example, unanimous decisions include those relating to amendments of the IA text, the admission of new CPs or Sponsors, approval of a new Annex, the approval of the budget, and the extension or termination of the IA.

Example:

An IA has ten Participants, of which two CPs have been designated by the same government. It is necessary for five representatives to attend the meeting to constitute a quorum: quorum is calculated as $4.5 + 1 = 5.5$ less the fraction of 0.5.

Eight representatives (including the two CPs designated by the same government) attend the ExCo meeting, which satisfies the quorum requirement in the IA text.

A matter on the ExCo meeting agenda requires a unanimous decision, which is defined in the IA text as being the affirmative vote of all those present and voting. The two CPs designated by the same government can cast only a single vote. If seven votes are cast, a unanimous decision requires the affirmative vote of the seven representatives who are present and voting at the meeting.

If two representatives abstain, but the remaining five vote in favour of the decision, this will be regarded as a unanimous vote (unless the IA text provides otherwise) because the abstentions are not counted as votes and should not block an otherwise unanimous vote.

6. Majority vote

- 6.1** In most IA texts, a majority vote requires the affirmative vote of one half plus one (less any resulting fractions) of the ExCo representatives present and voting.

Example:

An IA has ten Participants, of which two CPs have been designated by the same government. It is necessary for five representatives to attend the meeting to constitute a quorum: quorum is calculated as $4.5 + 1 = 5.5$ less the fraction of 0.5.

Eight representatives (including the two CPs designated by the same government) attend the ExCo meeting, which satisfies the quorum requirement in the IA text.

A matter on the ExCo agenda requires a majority decision. The two CPs designated by the same government can cast only a single vote. If seven votes are cast, a majority decision requires four affirmative votes.

If two of the seven representatives abstain from voting, a majority decision requires three affirmative votes because the abstentions are not counted as votes.

7. Written Procedure

7.1 What is a Written Procedure?

Most IA texts provide that, upon the reasonable request of any ExCo representative, the ExCo may take a decision by Written Procedure (by mail, e-mail, fax or other means of electronic transmission), without the need for calling a meeting. This is especially useful if an ExCo does not consider it appropriate to wait until the next meeting before making a decision on a given matter. Alternatively, if it is not possible to constitute quorum at the ExCo meeting, the ExCo can use a Written Procedure to make any pressing decisions.

The results of the Written Procedure should be recorded in the minutes of the following ExCo meeting, noting that the decision was taken by Written Procedure. The decision should be recorded as being made on the date by which all representatives were required to respond to the Written Procedure. If a decision or recommendation (a) requires a unanimous vote and one or more objections is received, or (b) requires a majority vote and an affirmative majority vote is not received, the decision or recommendation will not pass and it should be discussed at the ExCo meeting following the Written Procedure.

For an example of decisions or recommendations to be taken by Written Procedure, see Exhibit Y.

The OLC is available to review a proposed Written Procedure before it is sent out. Please note, however, that the OLC is not able to assist the ExCo by receiving responses from the ExCo representatives and the ExCo Chair or Secretary should receive those responses.

7.2 Time to respond

Most IA texts provide that the ExCo Chair must ensure that all ExCo representatives are given twenty-one (21) days from the date of delivery of the documentation relating to the decisions or recommendations to be taken by Written Procedure to respond to the resolutions presented. Many IA texts also give the ExCo the right to agree to a shorter voting period. Such a decision will normally be determined by unanimity. If the IA text does not specify a deadline to reply, the ExCo Chair can specify an appropriate period of time. The OLC strongly recommends that the period of time should be at least twenty-one (21) days (which is also the standard practice of the IEA committees).

7.3 Quorum for a Written Procedure

By virtue of the fact that the documentation relating to the decisions or recommendations to be taken by Written Procedure will be given or sent to all ExCo representatives, a quorum will be constituted for those decisions or recommendations.

7.4 Who can vote on a Written Procedure?

The Written Procedure should be sent to all ExCo representatives and it may be copied to alternate representatives. If both the representative and the alternate representative of a Participant respond to a Written Procedure, the vote of only one of them will be counted, which should be the vote of the representative.

Similarly, if a government has designated more than one CP, and according to the IA text, together the designated CPs can cast only one vote. This rule also applies to votes by Written Procedure. If both designated CPs respond to the Written Procedure, the ExCo Chair should contact them both to determine which designated CP's vote should be counted.

7.5 How are the votes to be counted?

Voting by Written Procedure should be done in accordance with the voting provisions in the IA text. For example, if the IA text specifies that decisions relating to the Common Fund must be passed by unanimous vote, then any decision about the Common Fund to be taken by Written Procedure will also need to be passed by a unanimous vote.

Some IA texts also include the statement that voting by Written Procedure is to be done “as in a meeting”, which means that the same voting requirements (i.e., that specify whether majority or unanimity is required) apply to decisions and recommendations passed by Written Procedure as in a meeting, as explained in the previous paragraph.

Unless the IA text provides otherwise, a representative or alternate representative's failure to respond to a Written Procedure will be deemed to be an abstention or a non-vote and it will not be counted as a positive vote.

If a Participant replies to the Written Procedure after the deadline, the vote should not be counted. However, the ExCo may wish to consider undertaking a second Written Procedure on the same matter to ensure that this Participant's vote is taken into account. This may, however, lead to the second Written Procedure failing if the Participant intends to cast a negative vote.

7.6 Do a minimum number of ExCo representatives need to respond?

IEA practice is that a Written Procedure will succeed if no responses are received, provided that this is mentioned when the Written Procedure is sent out. Where this is consistent with the IA text, this practice can also be applied to IAs (but not, for example, if the IA text provides that an abstention counts as a negative vote).

The following explanation can be used when sending out a Written Procedure:

If no comments are received by the Chair of the [name of IA], by [date, 21 (or other number) days after the Written Procedure is sent], the draft Resolution set out in this Note will be considered approved as of that date and will be so recorded in the minutes of the next meeting of the [name of IA] Executive Committee.

For the purposes of a Written Procedure:

- a) Unanimity/unanimous vote: usually means the affirmative vote of all ExCo representatives, or alternative representatives, who respond to the Written Procedure; and
- b) Majority vote: usually means the affirmative vote of one half plus one (less any resulting fractions) of the ExCo representatives, or alternative representatives, who respond to the Written Procedure, is required.

Example:

An IA with ten Participants wishes to take two decisions by Written Procedure. The documentation relating to the two decisions is sent to the representatives of all ten Participants, so the quorum requirement is satisfied. Under the text, failure to vote counts as an abstention. Only three representatives respond to the Written Procedure.

One of the decisions requires a unanimous vote to be passed. If all three representatives who responded voted affirmatively, then the decision will pass. The other seven representatives will be regarded as not having voted on the decision.

The other decision requires only a majority vote to be passed. If two of the representatives voted in favour of this decision, then this will be a majority vote. Conversely, if only one of the representatives voted in favour of this decision and two voted to oppose it, then this will not be a majority vote and the decision will not pass. Similarly, it will not be a majority vote if one of the three representatives affirms the decision, one opposes it and the third chooses to abstain from voting on the decision. Again, the other seven representatives will be regarded as not voting on the decision.

Some IA texts require that a certain number of ExCo representatives need to vote on the Written Procedure if the decisions or recommendations are to be validly passed. For example, some IA texts state: “*Any decisions or recommendations upon written procedure are validly taken if at least one-half of all Participants plus one (less any resulting fraction) casts a vote*”. In this instance, the specified minimum number of Participants must respond for the votes on the Written Procedure to be valid. In practice, ExCo members often do not respond to a Written Procedure unless they wish to oppose a decision. Therefore, it is not recommended to include such wording in the IA text as it restricts the decision-making capability of the ExCo. The OLC recommends that any IA that has this restriction in its IA text consider amending the text to delete this requirement.

Please note that the OLC is able to assist in drafting a Written Procedure so that it conforms to the IA text.

7.7 Can a representative vote differently on different decisions in the same Written Procedure?

A representative can vote differently on the different decisions or recommendations included in the Written Procedure.

Example:

In a Written Procedure that includes three decisions, a representative may vote to oppose one of the decisions, approve one decision and abstain in respect of the third decision. Another representative may choose to affirm two decisions and oppose one decision.

J. CONTRIBUTIONS, TAX AND INTELLECTUAL PROPERTY

1. Nature of contributions to an IA

1.1 It is normally a condition of participation in an IA that Participants provide financial and/or in-kind contributions for the carrying out of programs and projects under the IA. Contributions to an IA fall into three broad categories:

- a) cost-sharing;
- b) task-sharing; or
- c) a combination of both.

The IA text often determines the nature of the contributions. Note, however, that some IA texts allow for cost sharing, but at times in practice only task sharing is used.

1.2 Cost -sharing

In a cost-sharing IA, the Participants contribute to a Common Fund to finance the activities under the Programme of Work (e.g. to conduct an experiment, purchase equipment, operate a single facility or exchange and process information in an international centre). One of the usual terms and conditions of participation in such an IA is that each Participant contributes an annual amount to the Common Fund by a date determined by the ExCo.

Although the date for payment of the annual contribution may be specified in the IA text or the Annex text, it is more practical for the amount or rate of the contributions to be determined by a decision of the ExCo and recorded in the minutes of the ExCo meeting because (1) the amount to be contributed may vary from one Participant to another, and (2) the contribution rates generally vary over time. Recording the amount of the contributions in the minutes of the ExCo meeting is therefore easier and less burdensome than having to amend the text of the IA or an Annex each time the contribution rates change.

1.3 Task-sharing

In a task-sharing IA, each Participant contributes specific resources and personnel to carry out its share of the work under the Programme of Work. In such IAs there is no Common Fund and each Participant bears its own costs in connection with any activities under the Programme of Work (including attending ExCo meetings, seminars, workshops and other events).

1.4 A combination of cost-sharing and task-sharing

Some IAs use a combination of the two mechanisms described in Sections 1.1 and 1.2 above. For example, in the same IA, some Annexes may be cost-sharing and some may be task-sharing. Similarly, the IA itself may operate on a cost-sharing basis, but the Annexes may only task-share.

2. How is the type of contribution chosen?

The decision is generally made prior to the establishment of the IA. The ExCo usually decides the details of contribution arrangements for the IA and any Annexes. As discussed in **Chapter G** (*Participation of Sponsors*), an ExCo may decide to establish different levels of contributions for CPs and Sponsors. However, regardless of what type or level of contribution is selected, it should be borne in mind that the IEA Framework requires that participation in an IA “*be based on equitable sharing of obligations, contributions, rights and benefits*” (Article 2.2, IEA Framework, **Exhibit A** and Article IV(a) of the prior Guiding Principles).

3. Can the type of contribution be changed?

The amount and nature of Participants' contributions to an IA are initially determined by the founding Participants of the IA. Thereafter, they may be changed by a vote of the ExCo in accordance with the voting rules in the IA text. If the amount or type of contributions has been included in either or both of the IA and Annex texts, such a change may also require that either or both of the IA and Annex texts be amended.

4. Who pays the contribution?

Each Participant that has signed (and has not withdrawn from) the IA is responsible for its contribution. If an entity has been designated by a government as its representative in an IA, the designated entity benefits from the rights arising from the IA and is responsible for the obligations, including the obligation to provide a financial and/or in-kind contribution.

5. Can IAs be tax exempt by virtue of their affiliation with the IEA?

- 5.1 The IEA, by virtue of its status as an autonomous agency within the framework of the OECD, which is an International Organisation, is exempt from VAT and similar taxes in some, but not all, of the OECD Member countries. Such exemption is because of international treaties between the OECD and the OECD Member countries. Although this tax-exempt status applies to the IEA, it does not extend to IAs, their Participants or Operating Agents.
- 5.2 Depending on the country in which the Operating Agent is located or incorporated, the OA may be able to establish a not-for-profit vehicle through which it can conduct its IA-related work. However, this is a matter of local law and neither the OLC nor the IEA Secretariat is able to advise or assist IAs, Participants or OAs on these types of national tax-related matters.

6. Information and intellectual property rights in IAs

- 6.1 Participants of each IA should draft provisions to include in the IA text and, if necessary, Annex texts, that they deem necessary for the protection of confidential information and intellectual property rights, taking into account relevant national laws and international treaties regarding intellectual property.
- 6.2 It is usual for the IA text to include general intellectual property provisions and for more detailed and specific intellectual property provisions to be established by Participants for each specific Annex in which they participate. This enables the intellectual property provisions to be better adapted to the needs of the specific activities carried out under each Annex.
- 6.3 Confidential information and intellectual property provisions usually address matters such as: the production and publication of relevant information by the Participants, the protection of proprietary and confidential information on the progress of the work, copyrights, patents and the licensing of proprietary information existing at the time of establishing the IA or arising from the work of the IA.
- 6.4 The IEA Secretariat does not advise on intellectual property provisions in IA texts. However, on request, the OLC can provide examples of intellectual property provisions from the texts of other IAs and Annexes.

K. LOGOS AND NAMES

1. The Network logo

1.1 What is the Network logo?

The IEA Secretariat has created a special logo for use by all IAs, which is called the “**Network logo**”. The Network logo was unanimously approved by the CERT at its meeting on 3-4 March 2010.

The Network logo in its original form is medium blue with a white background. Due to differences in the graphic style of each IA’s logo, website and published materials, the Network logo is also available for use in the following versions: blue on black, white on black and black on white. Please ask the IEA Secretariat or the OLC for a copy of the Network logo.

The Network logo must not be incorporated in an IA logo.



1.2 When can the Network logo be used?

The Network logo may be used on any and all IA publications, workshop materials, databases, software, websites, presentations and promotional materials, including publications offered for sale and materials produced by IA Annexes. It can be used in addition to an IA’s own logo.

The Network logo may be used on all the pages of an IA’s website.

2. The IEA name, logo and acronym

2.1 WIPO and the IEA Framework

The IEA logo and the IEA name and acronym have all been notified to the World Intellectual Property Organisation (“WIPO”) solely for the use of the IEA Secretariat or with its prior permission. Article 5 of the IEA Framework (see Annex A) notes this and it states:

“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.”

2.2 Can the IEA logo be used at IA events?

The IEA logo can only be used on materials for conferences, workshops, and other meetings with the prior written permission of the IEA. Generally, this means that the IEA logo can be used where the IEA is a co-sponsor; e.g., where the IEA has been involved in shaping the agenda of an IA event. In such cases, the participating division from the IEA can arrange, through the OLC and the IEA Communications Office (“CIO”), for the IEA logo to be used and shown alongside the Network logo.

When an official from the IEA Secretariat is invited to speak at, or participate in, an IA event, then the IEA logo may be shown next to that person’s name. In such circumstances, a request to use the IEA logo must be made to the IEA CIO.

2.3 Can the IEA logo be used on IA publications?

The IEA logo should not be used on any IA publications or other material without prior approval of the IEA CIO. The IEA Network logo can be used on such material.

2.4 Can the IEA logo be used on IA websites?

The IEA logo should not appear on IA websites without prior approval of the IEA Secretariat (via a request to the IEA CIO).

2.5 Can the IEA name and acronym be used?

Guidelines on the use of the IEA name and acronym are set out in the following table:

TYPES OF USE BY IAS	IEA NAME	IEA ACRONYM	IEA LOGO
IA WEBSITE	Yes, with notice as below	Yes, with notice as below	No, unless prior approval from the IEA CIO
IA NEWSLETTERS	Yes, with notice as below	Yes, with notice as below	No, unless prior approval from the IEA CIO
IA BOOKS, REPORTS, STUDIES	Yes, with notice as below	Yes, with notice as below	No, unless prior approval from the IEA CIO
IA CONFERENCES, WORKSHOPS, OTHER MEETINGS	Yes, with notice as below	Yes, with notice as below	Only if the IEA is a co-sponsor or otherwise involved. Please seek prior approval from the IEA CIO
IA SALES	Yes, with notice as below	Yes, with notice as below	No.
OTHER	Please contact the IEA CIO for guidance	Please contact the IEA CIO for guidance	Please contact the IEA OLC for guidance

DISCLAIMER NOTICE:

The [insert common name of IA or Annex], also known as the [insert formal name of IA or Annex and name of IA], functions within a framework created by the International Energy Agency (IEA). Views, findings and publications of the [insert common name of IA or Annex] do not necessarily represent the views or policies of the IEA Secretariat or of all its individual member countries.

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* The Implementing Agreement for a Climate Technology Initiative reports directly to the CERT.

Exhibit A. The IEA Framework

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 Union;
 - (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 Union.
- 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.

Exhibit B.
CERT CRITERIA
For Implementing Agreement Requests for Extension

CRITERIA	TERM EVALUATION	
	<u>Current</u>	<u>Future</u>
Structural and management criteria		
(a) Strategic direction		
Relevant points for overall assessment: <ul style="list-style-type: none"> Does the work programme of the Implementing Agreement ("IA" hereinafter in the Table) coincide with the strategies of the CERT and the relevant Working Party? 		
(b) Scope		
Relevant points for overall assessment: <ul style="list-style-type: none"> Is the work programme of the IA sufficiently substantive and comprehensive? Is the participation by countries broad enough? Does the IA justify the transaction costs of international collaboration? Does the work programme contribute positively to the quality of the IEA energy technology collaboration programme? 		
(c) Contractual and management requirements		
Relevant points for overall assessment: <ul style="list-style-type: none"> Does the IA meet the management requirements of the IEA? Are objectives, strategic plan and annual work programmes in place? Is the Annual Report provided in a timely and complete manner? Does the IA comply with the contractual obligations of its Agreement and the terms of the IEA Framework for International Energy Technology Co-operation? 		
Performance-based criteria		
(d) Contribution to technology evolution / progress		
Relevant points for overall assessment: <ul style="list-style-type: none"> Do results of the work of the IA add significant value to technology evolution (performance improvement; potential for innovation)? Have IA results been cited in the literature and/or recognised by awards? Have IA results been used by institutions in participating countries? Are there significant "success stories" originating from the IA? Are there spill-over effects to other energy technology areas? 		

(e) Contribution to technology deployment / market facilitation		
Relevant points for overall assessment: <ul style="list-style-type: none"> • Is the strategy and work programme industry -relevant? • Are there significant examples that technology deployment is accelerated and that relevant markets are facilitated through the work of the IA? • Does industry participation help to guide the direction of the <i>IA</i> and accelerate technology deployment? 		
(f) Policy relevance		
Relevant points for overall assessment: <ul style="list-style-type: none"> • Do IA results feed into policy-making processes in home countries? • Are key data available in a format that can be used by policy makers? • Are findings used in IEA analysis which feeds into policy making processes? • Are findings used in IEA Ministerial, G8 and other high level events? 		
(g) Contribution to environmental protection		
Relevant points for overall assessment: <ul style="list-style-type: none"> • Does the IA make contributions to cost-efficient reduction of environmental impact? 		
(h) Contribution to information dissemination		
Relevant points for overall assessment: <ul style="list-style-type: none"> • Are results of IA work adequately disseminated to: <ol style="list-style-type: none"> 1) participating countries? 2) IEA Member countries? 3) private sector? • Has the IA contributed to IEA Secretariat efforts to promote your activities, for example through the <i>OPEN Bulletin</i>? • Is the website complete and up-to-date? 		
(i) Outreach to IEA non-Member countries		
Relevant points for overall assessment: <ul style="list-style-type: none"> • Are appropriate results of IA work adequately disseminated to IEA non-Member countries? • Do IEA non-Member countries participate in IA workshops, analysis or other activities? • Does the IA participate in CERT, Working Party/Expert Group or Secretariat outreach efforts? 		

Value-based criteria		
(j) Added value		
Relevant points for overall assessment, in terms of: <ul style="list-style-type: none"> • Reduced or avoided research costs? • Return on investments and improved competitive position? • Contribution of R&D results to cost reduction? • Results that could only be achieved through the international collaboration project? • Interaction with other IAs, the Working Parties/Expert Groups, the CERT and the IEA Secretariat? • Active participation of national institutions in the IA work programme? • National R&D capabilities through improved access to personnel exchange, training, information, technology or equipment? 		
<p>To make the evaluation metrical, scores from 1 to 5 are introduced: 5 (excellent), 4 (good), 3 (average), 2 (insufficient), 1 (very insufficient).</p> <p>Such scores can be supplemented by short comments. Not all criteria in the Table are relevant for all IAs. Therefore some criteria will generate “not applicable” (n.a.) as an answer.</p>		

Exhibit C

CERT REVIEW PROCESS AND GUIDELINES FOR THE END-OF-TERM REPORT AND STRATEGIC PLAN

A. CERT REVIEW PROCESS

Each new term is requested for a maximum of five years. The review process for a request for extension begins one year before the date of the end of the current term. This allows time for discussion and drafting by the Executive Committee and to present the required documents to both the Working Party and CERT meetings before the date of the end of term.

The Secretariat guides this process and provides relevant information to the Working Party and the CERT. The main steps involved are outlined below.

1. The Executive Committee (ExCo) of the **Implementing Agreement**:
 - (a) votes (either by a unanimous or majority vote, as provided in the IA text) to seek an extension for a maximum of five years (or a shorter period if desired).
 - (b) discusses the accomplishments of the past term and the plans for the future (requested) term. The results of these discussions form the basis for the End-of-Term report (EoR) and the Strategic Plan (SP) which are drafted in line with the CERT Guidelines for Supporting Documents.
 - (c) carries out a self-evaluation by filling out the CERT Criteria for Implementing Agreement Extensions (CT).
 - (d) unanimously endorses the EoR, the SP and the CT.
 - (e) two months prior to the Working Party meeting, submits the EoR, the SP and the CT, together with a letter from the ExCo Chair requesting extension, to the Desk Officer.
 - (f) makes arrangements for the ExCo Chair (or his/her designee) to personally present the Request for Extension at the Working Party meeting (and the CERT meeting, if requested) before the end of term date.

2. The **Working Party** (WP)⁷:
 - (a) discusses and evaluates the request for extension based on the current EoR, SP, and CT and the CT, WP recommendation and CERT decision from the previous request for extension, if any.
 - (b) decides whether to recommend extension and if so, for what duration (which may be for a shorter period than the ExCo requested).
 - (c) prepares a written recommendation for submission to the CERT based on the CERT Criteria for Implementing Agreement Requests for Extension and submits to the Secretariat.

⁷ These steps do not apply to the Implementing Agreement for a Climate Technology Initiative (CTI) as the request for extension is only required to be reviewed by the CERT. The CTI will submit the CP, EoT and SP to the Secretariat two months in advance of the CERT meeting before the end-of-term date.

3. The **CERT**:

- (a) reviews the documents that were submitted by the IA to the WP¹.
- (b) considers the IA request for extension and the WP written recommendation by Written Procedure (unless the CERT Chair requests the IA to present the request to the CERT meeting). The Written Procedure will request comments within 21 days (or any longer time as may be decided by the CERT Chair, as appropriate), after which time:
 - i. if no comments are received from CERT delegates, the WP recommendation will be considered approved and is recorded in the minutes of the subsequent CERT meeting; or
 - ii. if one or more CERT delegates does not agree with the WP recommendation or asks that the request be considered at the next CERT meeting (for example, if the delegate wants more information from the IA or considers that conditions, other than those suggested by the WP may be required), then the IA request for extension will be considered at the next regular CERT meeting.
- (c) if necessary, considers the request for extension at the next CERT meeting, if the CERT Chair or another CERT delegate so requests, or if a CERT delegate does not agree with the WP recommendation, and decides whether to approve the request for extension either as recommended by the WP, or subject to other conditions (for example, a shorter term).

4. The **Secretariat**:

Sends a letter of notification of the CERT decision to the ExCo Chair and Working Party Chair.

B. CERT GUIDELINES FOR THE END-OF-TERM REPORT AND STRATEGIC PLAN

for Implementing Agreement Requests for Extension

As part of an Implementing Agreement's request for extension, the Implementing Agreement (IA) is required to submit an End-of-Term report and a Strategic Plan, initially to the relevant Working Party, and subsequently to the CERT.

- The End-of-Term report (EoT) provides an overview of the activities and achievements of the term that is coming to a close; and
- The Strategic Plan (SP) outlines the plans for the term being requested.

The request for extension process is an opportunity for the ExCo to discuss their accomplishments over the past term and to take a step back and make specific plans for the next term. The EoT and SP are official IEA documents that are posted on the IEA CERT and Working Party delegates' web pages and on the IMPAG website. However, the information gathered may also be used to disseminate the results of the Agreement's work, raise the profile of the Agreement, and attract interest from potential IEA Member and IEA non-Member countries.

The EoT and SP also provide Working Parties (and subsequently the CERT Delegates) with important information on the Agreement's activities and plans. This enables the Working Party members to decide whether to recommend that the term of the Agreement be extended, and further, enables them to advise on the strategic directions of the Agreement and help develop linkages to progress the work programme.

To assist the Working Parties' and the CERT's assessment of the Agreement, when drafting EoTs and SPs, the structure of the CERT Criteria for Implementing Agreement Requests for Extension (the "Criteria Table") shall be followed, as set out below:

- (a) Strategic direction
- (b) Scope
- (c) Contractual and management requirements
- (d) Contribution to technology evolution / progress
- (e) Contribution to technology deployment / market facilitation
- (f) Policy relevance
- (g) Contribution to environmental protection
- (h) Contribution to information dissemination
- (i) Outreach to IEA non-Member countries
- (j) Added value

Note that within each of the sections above, and to assist with organising the information and drafting, this document reproduces the relevant section of the Criteria Table and then sets out additional information, comments or questions under each section for your consideration when preparing the EoT and SP, as well as practical suggestions for presentation. Obviously if one or more questions are not relevant to your Agreement, then it/they need not be answered. Inversely, if there are additional issues that pertain to your Agreement, feel free to include them under the relevant section.

Both the EoT (achievements of term under review) and the SP (future plans) should be of sufficient length to cover the important issues without including every minor detail. A maximum of 20 pages for each document is satisfactory.

Guidelines for End-of-Term Reports

(a) Strategic DirectionExtract from the Criteria Table

Does the work programme of the IA coincide with the strategies of the CERT and the relevant Working Party?

For example, the Strategic Objectives of the *CERT Strategic Plan 2007-2011* are as follows:

1. Leadership and dialogue to support the CERT Working Parties, Implementing Agreements and expert/ad hoc groups;
2. Stronger focus on the role of technology policy in developing cleaner, more efficient energy technologies and in deploying them, and on the role of policy in catalysing the scientific innovation needed to generate new energy technology approaches; constant efforts to distil for policy makers the important policy messages from work of the IEA energy technology network;
3. Frequent, effective communication to policy makers of messages and perspectives extracted from analysis drawing on work and findings in the IEA's collaborative RD&D network, notably from the Implementing Agreements, Working Parties, expert and ad-hoc groups, and from associated private-sector players and financial institutions;
4. More fruitful liaison within the IEA family – including joint activities with the Standing Group on Long-Term Co-operation and “hot-line” communication with the IEA Governing Board – and with the OECD; and
5. More vigorous collaboration with non-IEA countries.

Complete CERT and Working Party (WP) strategic plans are available for download at www.iea.org/about/stancert.htm.

If there are goals or plans to expand or revise the IA strategy, please specify in the Strategic Plan.

(b) ScopeExtract from the Criteria Table

Is the work programme of the IA sufficiently substantive and comprehensive?

Is the participation by countries broad enough?

Does the IA justify the transaction costs of international collaboration?

Does the work programme contribute positively to the quality of the IEA's energy technology collaboration programme?

Activities

Please describe the IA activities during the term under review, either carried out by participants in the Agreement (or Annex) or as a direct result of collaboration. This could include completed or current annexes, workshops, seminars, scientific exchanges, working groups, networks, awards, or publications.

Meeting	Quantity	Participants
Seminars	n	n
Workshops	n	n
Conference	n	n
Networks	n	n
Scientific exchanges	n	n
Other (specify)	n	n
Executive Committee meetings	n/year	%

Extensive lists of printed materials may be grouped by research area and type of publication in table format:

Topic/task/annex	Report	Journal	Publication	Awards	Other
Benchmarking	n	n	n	n	n

Particular application	n	n	n	n	n
Joint Experiments	n	n	n	n	n

Including a link to the IA website for the full list of publications is useful.

Funding

How are the IA and Annexes funded (cost-shared, task-shared, combination)? What are the costs of collaboration (i.e. fees for cost-sharing of administration and jointly-funded activities or in-kind contributions for task-shared work in person-years)? Do participants agree with the current arrangements and/or fees?

Membership

Include the current status of Contracting Parties (CPs) or Sponsors in the past term and the Annexes in which they participate. A table presentation is useful for this information.

	Date		Participates			
Signatory	Joined	Withdrew	Annex/task/topic	Annex 2	Annex 3	Annex 4
Country A	year	year				
Country B	year	year				
Company A	year	year				
Intl. Org.	year	year				

Please explain any changes in CP or Sponsor participation (new signatures or withdrawals).

Are there any countries that could contribute to, and benefit from, the work of the Agreement that are not currently participating? What factors in the background constrain their participation (e.g., lack of funds or interest, concerns over intellectual property rights, have not been approached)? How can Working Parties and the CERT assist in removing the obstacles?

Contribution to technology network

Does the IA have regular consultations with other IAs, WPs or the CERT to ensure there are no gaps or overlaps in the network research portfolio? Has the IA participated in CERT, WP, Expert Group or other IA workshops? What is the most significant outcome of your work in the last term?

If there are goals or plans to expand or revise any of the areas above, please specify in the Strategic Plan.

Exhibit D.
Model Implementing Agreement

INTERNATIONAL ENERGY AGENCY

**IMPLEMENTING AGREEMENT
FOR A CO-OPERATIVE PROGRAMME ON
[]**

IMPLEMENTING AGREEMENT
FOR A CO-OPERATIVE PROGRAMME ON []

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CO-OPERATION* []

*EXHIBIT A TO THIS HANDBOOK

IMPLEMENTING AGREEMENT

FOR A CO-OPERATIVE PROGRAMME ON []

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 [DATE] 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 agree as follows:

Article 1

DEFINITIONS

In this Agreement, except where the contrary intention is expressed, the following definitions are used:

1.1 *Agency or IEA*: the International Energy Agency.

- 1.2 *Annex*: an addendum, if any, to this Agreement and an integral part of this Agreement, which sets out the manner, including the financial undertakings, and other means of support, by which the activities of the particular Annex are implemented by the Annex Participants.
- 1.3 *Annex Participant*: a Participant that has confirmed its intention, by letter to the Executive Director of the Agency, to participate in one or more Tasks.
- 1.4 *Annual Programme of Work*: the activities of the Programme of Work during the period from 1 January to 31 December each year, as adopted by the Executive Committee.
- 1.5 *Annual Report*: a report covering the activities of the Annual Programme of Work.
- 1.6 *CERT*: the Committee on Energy Research and Technology of the IEA.
- 1.7 *Common Fund*: any fund established by the Executive Committee or by an Annex into which the financial contributions of the Participants are placed.
- 1.8 *Contracting Party*: a Contracting Party, as described in the IEA Framework, which has signed or acceded to this Agreement and has not withdrawn from this Agreement.
- 1.9 *End of Term Report*: 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 Implementing Agreement's past achievements and future plans.
- 1.10 *Executive Committee*: the committee established pursuant to Article 6 of this Agreement.
- 1.11 *Governing Board*: the Governing Board of the IEA.
- 1.12 *IEA*: the International Energy Agency, which is an autonomous agency within the framework of the Organisation for Economic Co-operation and Development.
- 1.13 *IEA Framework*: 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 of this Agreement.
- 1.14 *IEA Member countries*: the member countries of the IEA.
- 1.15 *IEA Secretariat*: the Secretariat of the IEA.

- 1.16 *I.E.P. Agreement*: the Agreement on an International Energy Program dated 18 November 1974, as amended from time to time.
- 1.17 *International Organisation*: an intergovernmental organisation established by treaty whose members are comprised of sovereign states and/or other intergovernmental organisations.
- 1.18 *Notice of Acceptance*: a notice sent by an Operating Agent to the Executive Director of the Agency, after its designation has been confirmed by the Executive Committee, indicating its intention to accept the specific functions and responsibilities of an Operating Agent.
- 1.19 *Notice of Participation*: a notice sent by a Participant to the Executive Director of the Agency indicating their intention to participate in one or more Annexes.
- 1.20 *OECD*: the Organisation for Economic Co-operation and Development.
- 1.21 *Operating Agent*: the person or legal entity designated by the Participants or Annex Participants and confirmed by the Executive Committee to manage the Programme of Work under this Agreement or a particular Annex. References in this Agreement to an Operating Agent shall apply to all designated Operating Agents.
- 1.22 *Office of the Legal Counsel of the IEA*: the legal office of the IEA.
- 1.23 *Participant*: a signatory to this Agreement, whether a Contracting Party or a Sponsor.
- 1.24 *Programme of Work*: the overall plan of activities determined by the Executive Committee to be implemented under this Agreement.
- 1.25 *Special Working Group*: a group established by the Executive Committee pursuant to Article 11.4 at least six (6) months before the definitive expiry or announced termination of this Agreement.
- 1.26 *Sponsor*: any Sponsor, as described in the IEA Framework, which has signed or acceded to this Agreement and has not withdrawn from the Agreement.
- 1.27 *Task*: a particular collaborative research and development activity within the 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 a corresponding Annex to this Agreement.

Article 2

OBJECTIVES

- 2.1 *Scope of Activity.* The Programme of Work to be carried out by the Participants under this Agreement shall consist of [short technical description of purpose of Implementing Agreement].
- 2.2 *Method of Implementation.* The Participants shall implement the Programme of Work by undertaking one or more Tasks, each of which will be open to participation by two or more Participants as provided in Article 3 of this Agreement.
- 2.3 *Task Co-ordination and Co operation.* The Participants shall co-operate in co-ordinating the work of the various Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Participants in the field of [what is the Implementing Agreement about].
- 2.4 *[Co-ordination with Agency Services.*
- (a) In carrying out its functions under this Agreement, the Implementing Agreement 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 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.]⁸

Article 3

ANNEXES

- 3.1 *Identification of Annexes.* At the time of signing this Agreement, each Participant shall confirm its intention to participate in at least one or more Annexes by giving the Executive Director of the Agency a Notice of Participation. The Task in each Annex shall be carried out in accordance with the procedures described in of this Agreement, unless otherwise specifically provided in the applicable Annex.
- 3.2 *Initiation of Annexes.* Two or more Contracting Parties may initiate an Annex according to the following procedure:

⁸ Optional.

- (a) The Contracting Parties shall submit to the Executive Committee a draft Annex similar in form to the Annexes attached to this Agreement (if any), containing a description of the scope of work and conditions of the Task;
- (b) The Executive Committee, acting by [unanimous/majority] vote, shall adopt such Annexes pursuant to Article 6.5(b) below; the approved draft Annex shall become part of this Agreement;
- (c) The participation in an Annex by a Participant shall become effective as of the date of a Notice of Participation in that Annex sent by the Participant to the Executive Director of the IEA;
- (d) In carrying out the various Tasks under the Annexes, Participants and Operating Agents shall co-ordinate their activities in order to avoid duplication of activities.

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

- 3.3 *Application of Annexes.* Each Annex shall be binding only upon the Participants that have confirmed their participation in that particular Annex and upon the Operating Agent for that Annex, and shall not affect the rights or obligations of other Participants.

Article 4

PROGRAMME OF WORK

- 4.1 The Participants shall carry out the activities under this Agreement, as may be specified in Annexes to this Agreement, in accordance with the Annual Programme of Work.
- 4.2 *Programme Activities:* The Annual Programme of Work shall be implemented through co-ordinated activities, co-operatively determined and supported by all Participants within the context of this Agreement. The Annual 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 The Annual Programme of Work shall include projects that support the Implementing Agreement's core objectives.
- 4.4 All activities shall be planned in their entirety by all Participants to ensure effectiveness, consistency and coherence of these activities with the core objectives.

Article 5
THE OPERATING AGENT

- 5.1 *Designation:* Participants shall designate an Operating Agent for the implementation of this Agreement, unless otherwise agreed by the Participants. Participants in each Annex may designate an Operating Agent for the particular Annex.⁹ References in this Agreement to an Operating Agent shall apply to all designated Operating Agents.
- 5.2 *Confirmation:* The Executive Committee shall confirm each designation of an Operating Agent by a majority vote.
- 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 Executive Director of the Agency.
- 5.3 *Role of the Operating Agent:* The Operating Agent shall be responsible to the Executive Committee for the operation of this Implementing Agreement [or an Annex] in accordance with this Agreement, the Annual Programme of Work and budget of the Implementing Agreement or an Annex, and the decisions of the Executive Committee. Subject to the provisions of this Agreement, the Operating Agent shall:
- (a) enact all legal acts required to carry out the activities under this Agreement [or an Annex] on behalf of the Participants or the Annex Participants, unless the Executive Committee decides otherwise, acting by unanimous vote;
 - (b) hold, for the benefit of the Participants or the Annex Participants, the legal title to all property rights which may accrue to or be acquired for this Implementing Agreement [or the Annex], unless the Executive Committee decides otherwise, acting by unanimous vote; and
 - (c) facilitate the activities to be carried out under this Agreement or the Annex 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 to retain such staff as may be required to carry out this Agreement [or the relevant Annex] in accordance with rules determined by this Agreement and the Executive Committee. The Operating Agent may also, as required, utilise the services of personnel employed by other Participants or other Annex Participants (or organisations or other entities designated by such Participants or Annex Participants) and made available to the Operating Agent by secondment or otherwise.
- 5.5 *Remuneration of Staff:* Staff members retained or used by the Operating Agent shall be remunerated by their respective employers and shall, except as provided in this Agreement,

⁹ Even if the IA does not presently have Operating Agents for Annexes (or it is not intended that they have them), this sentence should be included as it then gives the IA the option to do that in the future. There is reference throughout the IA text to Annexes (eg to work being done under an Annex; the budget of Annexes): these clauses should also remain in the text even if the IA does not presently have any Annexes as this will give it the option to do so in the future without the need to amend the IA text.

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 or Annex Participants pursuant to Article 7 of this Agreement.
- 5.7 *Replacement:* The Executive Committee may, acting by unanimous vote, replace an Operating Agent. The replacement Operating Agent shall accept its functions and responsibilities following the procedure set out in Article 5.2 above.
- 5.8 *Resignation:* An Operating Agent shall have the right to resign at any time by giving six (6) months' written notice to that effect to the Executive Committee. Should a replacement be designated and confirmed before the expiry of such period of notice, the current Operating Agent shall cease its functions at an earlier date, as may be determined by the Chair of the Executive Committee. [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 six (6) months. *]
- 5.9 *Accounting:* An Operating Agent shall provide the Executive Committee with an annual accounting of any monies and other assets which it may have collected or acquired for the implementation of this Agreement or an Annex in the course of carrying out its responsibilities as Operating Agent. Should the Operating Agent be replaced or resign, it shall provide the Executive Committee no later than thirty (30) days after it ceases its function, with an account of any monies and other assets it may have acquired or collected for the Implementing Agreement or an Annex for the current year through to its end 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, money and other assets, which it may hold on behalf of the Participants or Annex Participants.
- 5.11 *Information and Reports:* An Operating Agent shall furnish to the Executive Committee such information concerning the implementation of this Agreement [or an Annex] 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 or the Annex.
- 5.12 *Liability of Operating Agent:* The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement or an Annex and shall be responsible for ensuring that this Implementing Agreement or the Annex is conducted in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property, legal liabilities, claims, actions, costs and expenses arising from or

* This sentence is optional: it appeared in older Implementing Agreements but you may choose to delete it.

connected to this Implementing Agreement or an Annex shall be charged to the budget of this Implementing Agreement or the relevant Annex, as appropriate.

5.13 *Insurance:* The Operating Agent shall obtain relevant available insurance, and shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the budget of this Implementing Agreement or the relevant Annex, as appropriate.

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 Participants or Annex Participants, as appropriate, against the cost of any damage to property and against all legal liabilities, actions, claims, costs and expenses arising from or connected to this Implementing Agreement or an Annex to the extent that they:

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

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

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 Participant; each Participant 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 unanimous vote, the Annual Programme of Work and budget of this Implementing Agreement and, if foreseen, for each Annex, 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;
 - (b) make such rules and regulations as may be required for the sound management of this Implementing Agreement and the Annexes, including financial rules, as provided in Article 7.7 of this Agreement;
 - (c) consider any matters submitted to it by an 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 at least every two (2) years. Only representatives of Contracting Parties shall be eligible to hold the position of 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. A representative of the Agency, a representative of the Operating Agent (in its capacity as such) and one representative of the IEA Secretariat shall be invited to and may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;

- (c) The Executive Committee shall meet in regular session twice a year; a special meeting may be convened by the Chair upon the request of any Participant which can demonstrate such a need;
- (d) Meetings of the Executive Committee shall be held at such time and in such location as may be designated by the Executive Committee;
- (e) 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 any 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
- (f) 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)]/two-thirds of the Contracting Parties]. The quorum for resolutions or decisions of the Executive Committee relating to an Annex shall be [one-half of the Participants in the relevant Annex plus one (less any resulting fraction)]/two-thirds of the Participants in the relevant Annex].¹⁰

6.5 Voting¹¹:

- (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:
 - (i) for all decisions for which a unanimous vote is required by this Agreement and for all decisions involving the Annex's Common Fund or the Annex's budget, by the affirmative vote of all those Executive Committee representatives, or alternate representatives in the absence of the representatives, who are representing the Participants in the relevant Annex and who are present and entitled to vote; and
 - (ii) when no express voting provision is made in this Agreement, by the vote of a majority of all those Executive Committee representatives, or alternate representatives in the absence of the representatives, who are representing the Participants in that Annex and who are present and entitled to vote.
- (b) In all other cases when the Executive Committee adopts a decision or recommendation, the Executive Committee shall act:

¹⁰ **NOTE:** "Majority of Contracting Parties" is used for the purposes of calculating quorum, rather than "Participants", because many ExCos want to ensure there is a majority of Contracting Parties for a meeting without counting Sponsors. The ExCo can decide whether it wishes to use a majority of "Participants" or "Contracting Parties".

¹¹ **NOTE:** The ExCo may also decide that it doesn't want Sponsors to be able to vote on matters before the ExCo. If so, add the following as Art 6.5(a): "Representatives of Sponsors are not entitled to vote on any question, decision, recommendation or issue before the Executive Committee, and will not be taken into account for the purposes of determining quorum, majority or unanimity, except as provided in paragraph (b)(ii) below."

- (i) for all decisions for which a unanimous vote is required by this Agreement and for all decisions involving the Annex's Common Fund or the Annex's budget, by the affirmative vote of all Executive Committee representatives, or alternate representatives in the absence of the representatives, who are present and entitled to vote; and
 - (ii) when no express voting provision is made in this Agreement, by the vote of a majority of all those Executive Committee representatives, or alternate representatives in the absence of a representatives, who are present 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 [five (5)]¹² days prior to the date of the meeting, his/her vote on any decision or recommendation which shall be subject to a vote and on which he/she is entitled to 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, fax or other means of electronic transmission without the necessity for calling a meeting. In that case, the Executive Committee 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 Executive Committee, acting by unanimous vote. The Executive Committee shall act by unanimous vote for all decisions and recommendations made by written procedure. A lack of response by an Executive Committee representative will be deemed to be an affirmative vote provided that a statement to that effect is included in the written procedure. In the absence of such a statement, lack of response by an Executive Committee representative will be deemed to be an abstention and such abstention will not be counted as a positive vote and will not block an otherwise unanimous or majority vote. The Executive Committee Chair shall ensure that all representatives are informed of each decision or recommendation made pursuant to this paragraph.
- (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 shall be considered an abstention and such abstention shall not block an otherwise unanimous or 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

¹² ExCo can determine if five days is practiced or choose another period of time.

together shall be counted only once for the purposes of calculating quorum and have the right to cast only one vote.

- (g) For the purposes of this Article 6.5, a majority shall mean one-half plus one (rounded down to the nearest whole number) of those present and entitled to vote.

Article 7

FINANCE

- 7.1 *Individual Financial Obligations:* Unless otherwise agreed by the Participants by unanimous vote, 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, unless provision is made for such costs to be reimbursed from the Common Fund in accordance with Article 7.7.
- 7.2 *Common Financial Obligations:* Participants wishing to share the costs of implementing specific activities under an Annex shall agree to do so in 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 materials) 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 *In-Kind Contributions in Lieu of Funds.* Each year, the Executive Committee, acting by unanimous vote, may approve, on a case-by-case basis, the in-kind contribution by a Participant in lieu of part or all of the Participant's contribution to the Common Fund for that year. A Participant proposing to substitute an in-kind contribution or the assumption of specific costs for part or all of its annual contribution for a specific financial year shall provide the Executive Committee with a detailed description of the proposed in-kind contribution, which must be in addition to any task-shared contribution that would normally be made under an Annex. Proposals for such substitutions must be made each financial year; a Participant wishing to make such substitutions for more than one financial year must, each financial year, submit a separate proposal to the Executive Committee for the upcoming financial year.
- 7.4 *Contribution to a Common Fund:* Should Participants agree to establish a Common Fund under the Annual Programme of Work and budget of the Implementing Agreement or an Annex, any financial contributions due from Participants shall be paid to the appropriate Operating Agent in the currency of the country of that Operating Agent 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 Operating Agent shall be used solely in accordance with the Programme of Work and budget of the Implementing Agreement or the Annex; 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.

- 7.5 *Income.* Any income which accrues from the operation of this Implementing Agreement shall be credited to the budget of this Implementing Agreement.
- 7.6 *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.
- 7.7 *Financial Rules, Expenditure.* The Executive Committee, acting by unanimous vote, may make such regulations as are required for the sound financial management of the activities under this Agreement including, where necessary, establishment of:
- (a) 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 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 payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.
- 7.8 *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.
- 7.9 *Report.* Not later than two (2) months after the close of each financial year, the Operating Agent shall provide the Executive Committee with a detailed accounting of expenditures for the previous financial year.
- 7.10 *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.
- 7.11 *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 in which it participates for which a Common Fund is maintained on the following terms:
- (a) the Operating Agent shall provide the other 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 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 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 than 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 AND INTELLECTUAL PROPERTY

- 8.1 *Information and Intellectual Property.* The Executive Committee shall establish, by unanimous vote, the necessary provisions and procedure relating to the use of proprietary information 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.
- 8.2 *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 Participants. 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]”.
- 8.3 *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 Secretariat according to Article 6 of the Paris Convention for the Protection of Industrial Property, as amended on 28 September 1979. None of the Participants, the Operating Agent, nor their agents, representatives and assigns may 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 *Applicable Rules.* The IEA Framework applies to and is an integral part of this Agreement. Where there is any inconsistency between the terms of this Agreement and the IEA Framework, the IEA Framework shall prevail. A copy of the IEA Framework is attached as Exhibit A to this Agreement.
- 9.4 *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 of written notification of the dispute from one Participant to the other Participant, shall be referred to a sole arbitrator to be chosen by the Participants in dispute.
- 9.5 *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 of the Participants concerned, 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 Article, 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 unanimous vote, admission to this Implementing Agreement shall be open to Contracting Parties, as described in Article 3 of the IEA Framework.
- (b) 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 IEA Framework.

10.2 *Admission of Sponsors:*¹³

- (a) The Executive Committee may, acting by unanimous vote, invite Sponsors, described in Article 3 of the IEA Framework, to participate in this Implementing Agreement.
- (b) Participation of Sponsors in this Implementing Agreement requires prior approval by the CERT.

¹³ If Sponsors are not given the right to vote on amendments to the IA text in Article 12.1, the ExCo may wish to add the following to Article 10.2: “(d) Notwithstanding paragraph (c), no Sponsors shall have greater rights or benefits than Contracting Parties and no Sponsor shall be designated Chair or Vice-Chair. In the event that the Executive Committee amends this Agreement so as to impose additional obligations on Contracting Parties, the Executive Committee shall decide, acting by unanimous vote, whether, or to what extent, such additional obligations shall be imposed upon Sponsors. In such cases the Executive Committee will notify the Sponsor of its decision.”

- (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 in the IEA Framework.

10.3 *Admission of New Participants in Annexes.* Any Participant in this Agreement may, with the agreement of the Participants in an Annex, acting by unanimous vote, become a Participant in that Annex. Such participation shall become effective as of the date of a Notice of Participation in the appropriate Annex sent by the Participant to the Executive Director of the Agency.

10.4 *Contributions.* The Executive Committee may require, as a condition to admission to participation in this Implementing Agreement, that the new Participant shall contribute (in the form of cash, services rendered, in-kind, intellectual property or the supply of materials) an appropriate proportion of the prior budget expenditure of any Annex in which it participates.

10.5 *Replacement of Contracting Parties.* Upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in Article 10.1 above and in accordance with the procedure provided in this Agreement.

10.6 *Withdrawal:*

- (a) Any Participant may withdraw from this Agreement or from any Annex:
 - (i) 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 of this Agreement; or
 - (ii) at any time prior to such twelve (12) months' prior notice, with the unanimous approval of all the other members of the Executive Committee.
- (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 a 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.

- 10.7 *Change of Status of Participant.* A Participant other than a government or an International Organisation shall immediately notify the Executive Committee and the IEA 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. If the Executive Committee determines it does, then, unless the Executive Committee, acting by unanimous vote, otherwise agrees:
- (a) that Participant shall be deemed to have withdrawn from the Agreement under Article 10.6 on a date to be fixed by the Executive Committee; and
 - (b) where the Participant is a Contracting Party, the Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three (3) months of the withdrawal of that Contracting Party, a replacement Contracting Party.
- 10.8 *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 Article. If, sixty (60) days after receipt of such notice, the Participant remains in default of its obligations, the Executive Committee (not including the Participant said to be in default), acting by unanimous vote, may deem the Participant to have withdrawn from this Agreement and shall so notify the Participant in writing.

Article 11

TERM AND TERMINATION OF THE AGREEMENT

- 11.1 *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.
- 11.2 *Extension.* This Agreement may be extended for additional periods of up to five years, as may be determined by the Executive Committee upon unanimous vote and upon approval by the CERT. Any single extension period shall not be greater than 5 (five) years unless the CERT otherwise decides, based on exceptional circumstances and sufficient justification.
- 11.3 *Termination.* Notwithstanding Articles 12.1 and 12.2, the Executive Committee may, upon unanimous vote, terminate this Agreement and any Annexes at any time.
- 11.4 *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).
- 11.5 *Liquidation of Assets.* Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimous vote, shall arrange for the liquidation of the assets of the Annex or Annexes. Intellectual property held by an Operating Agent for the benefit of Annex Participants shall for this purpose be regarded as assets of the respective Annex.
- 11.6 *Liquidation of Annexes.* **Choose one of the options below**

Option 1 for liquidation of Annexes: In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the Annex, or the proceeds of the Annex, if any, among the Annex Participants in proportion to their respective contributions [from the beginning of the operation of the Annex, and for that purpose shall take into account the contributions and any outstanding obligations of current or former Annex Participants **OR** from the date of their first participation in the Annex **OR** for the current financial year **OR** over the past [insert number] financial years **OR** since the beginning of the current term].

Option 2 for liquidation of Annexes: In the event of such liquidation, the Executive Committee shall, unless it decides otherwise, give the assets of the Annex, or the proceeds of the Annex, if any, to the Common Fund of the Implementing Agreement.

- 11.7 *Liquidation of a Common Fund.* Upon expiry or termination of this Agreement, any unused monies in a Common Fund and/or any outstanding expenditures shall be allocated to the Participants in proportion to their respective contributions to the Common Fund [since the date on which the participation of each Participant began over the course of the Implementing Agreement **OR** for the current financial year **OR** over the past (insert number) financial years **OR** since the beginning of the current term].

Article 12

FINAL PROVISIONS

- 12.1 *Amendment:* The Participants, acting through the Executive Committee, may amend this Agreement upon unanimous vote. All amendments to this Agreement or any Annexes shall be integrated into a new electronic version and distributed in accordance with Article 12.3 below.
- 12.2 *Deposit:* The original of this Agreement, and all amended versions, shall be deposited with the Office of the Legal Counsel of the IEA, acting on behalf of the Executive Director of the IEA.
- 12.3 The electronic version of this Agreement and the Annexes, and all amended versions, shall be furnished to the Office of the Legal Counsel of the Agency, acting on behalf of the Executive Director of the Agency.

**Exhibit A.
The IEA Framework**

**IEA FRAMEWORK FOR INTERNATIONAL ENERGY TECHNOLOGY
CO-OPERATION**

I. General Principles

Article 1

Mandate

- 1.2 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.
- 1.5 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.
- 1.6 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.
- 1.7 Each Implementing Agreement shall have an Executive Committee composed of representatives of all participants.

Article 2

Nature of Implementing Agreements

- 2.2 The activities of an Implementing Agreement may include, *inter alia*:
 - (g) 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;
 - (h) 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;
 - (i) exchange of information on (i) national programmes and policies, (ii) scientific and technological developments and (iii) energy legislation, regulations and practices;
 - (j) exchanges of scientists, technicians or other experts;
 - (k) joint development of energy related technologies; and
 - (l) any other energy technology related activity.

- 2.4 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.
- 2.5 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

- 3.3 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.
- 3.4 Contracting Parties may be
- (e) the governments of both OECD member or OECD non-member countries;
 - (f) the European Union;
 - (g) international organisations in which the governments of OECD member countries and/or OECD non-member countries participate; and
 - (h) 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 Union.
- 3.4.1 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.
- 3.4.2 Prior to CERT approval of participation of OECD non-member countries or international organisations in any Implementing Agreement, the Executive Committee shall:
- (d) have voted in favour of the applicant to join the Implementing Agreement and provide evidence of the same to the CERT;
 - (e) provide the CERT with a copy of the terms and conditions of the applicant's participation in the Implementing Agreement; and
 - (f) 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.

3.4.3 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.

3.4.4 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.

3.5 Sponsors may be

(c) 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

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

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

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

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

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

(f) 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.

3.6 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***

- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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;
 - 4.4.4 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;
 - 4.4.4 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:
- 6.1.6 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;
 - 6.1.7 annual reports on the progress of programmes and projects of the Implementing Agreement and any Annex;
 - 6.1.8 notwithstanding Article 6.1.1, in addition to and with the Annual Report, annually provide the IEA with the following information:
 - (g) the names and contact details of all current Contracting Parties and Sponsors;
 - (h) 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;
 - (i) 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;
 - (j) any changes in the names or status of any Contracting Parties or Sponsors;
 - (k) the names and contact details of the Executive Committee representatives and the entity responsible for the operational management of the programme or project; and
 - (l) any amendments to the text of an Implementing Agreement and any Annex thereto.
 - 6.1.9 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
 - 6.1.10 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.

Exhibit E

Model Commitment Letter from a Government that intends to join a new Implementing Agreement

[LETTERHEAD OF THE GOVERNMENT THAT INTENDS TO JOIN THE IA]

Ms Maria van der Hoeven
Executive Director
International Energy Agency
9, rue de la Fédération
75739 Paris Cedex 15
France

[Date]

Subject: Letter of Commitment to Become a Contracting Party to [name of potential Implementing Agreement]

Dear Ms van der Hoeven,

The Government of [name of country] hereby announces that it is committed to participating in the [name of potential Implementing Agreement] (the “[IA acronym] IA”).

OPTION A (if the government or a governmental entity will be a Contracting Party to the IA):

The Government of [name of country] intends to sign the [IA acronym] IA once its terms and conditions have been agreed upon by the interim Executive Committee, subject to its approval by the Committee on Energy Research and Technology and the Governing Board of the IEA.

[The Government of [name of country] intends to participate in Annex(es) [number], [title of Annex]. (applicable only if the Annexes have been determined)]

It is anticipated that the Agreement will be signed on behalf of [name of country] by [name of Government Official], [Title], [Department], [Ministry] [and contact details including e-mail], OR [Ambassador] OR [name], [Government body] [and contact details including e-mail] OR by an appropriate person, whose name will be communicated to the IEA at a later date.

We intend to have [Name, Title, Department, and Contact details including e-mail] serve as the Executive Committee Member on behalf of the Government of [name of country]. The name of the Alternate Member will be [Name, Title, Department, Contact details/communicated to the IEA at a later date].

OPTION B (if the government intends to designate an entity as Contracting Party on its behalf):

The Government of [name of country] intends to designate another entity to be the Contracting Party in the [IA acronym] IA, for and on behalf of the Government. We will communicate the name and contact details of this Contracting Party to the IEA at a later date. ***Once the Government does know the name of the entity it intends to designate, the government should complete the model Letter on Exhibit I(a).***

OR

The Government of **[name of country]** designates **[name of entity]** to be the Contracting Party in the **[IA acronym]** IA, for and on behalf of the Government of **[name of country]**. We will ask **[Name of entity]** to inform the IEA Secretariat of:

- the name and title of the individual who will sign the Agreement on its behalf;
- the name, title and contact details of its Executive Committee Member, Alternate Executive Committee Member, and interim Executive Committee Member; and
- if applicable, the Annex(es) in which it intends to participate.

We look forward to working with the other Participants in this Implementing Agreement.

Sincerely,

[Name]

[Title]

[Full contact details including e-mail]

CC: (CERT Chair)
Mr. Peter Cunz
Swiss Federal Office of Energy (SFOE)
CH – 3003 Bern
Switzerland
Peter.cunz@bfe.admin.ch

Exhibit F Annex Outline

[Annex Number]

[Annex Title]

1. Definitions *[only if new definitions are required, in addition to those already existing in the main body of the Implementing Agreement]*

2. Purpose and Objectives

[Describe the reasons why this Annex is established and the final outcome that Participants wish to achieve]

3. Activities

[Provide a short description (possibly in terms comprehensible to a non-scientific reader) of the activities to be carried out under this Annex, as deemed appropriate, and the proposed strategy to achieve the objectives. For instance:

- (a) Main activities*
- (b) Sub-activities*
- (c) Workshops and seminars*
- (d) Participants and/or experts' meetings*
- (e) Publications/Newsletters]*

4. Expected Results/Deliverables

[Provide a short description of the specific results and/or deliverables expected from the carrying out of the activities under this Annex. If feasible, indicate also the schedule of achievement of such results and/or deliverables and the expected budget for the implementation of this Annex.]

5. Rights and Obligations of Participants

[Provide a short description of the specific rights and obligations of the Participants in this Annex, in addition to those already contained in the main body of the Implementing Agreement. If applicable, indicate the allocation of work among the Participants, if the Annex is task-shared or cost-shared, the funding obligations of Participants, if any, etc.]

6. Management

[Provide a short description of the management structure and functioning of the activities under this Annex in addition to those already indicated in the main body of the Implementing Agreement. In particular, specify, if applicable:

- (a) The identity of the entity or individual responsible for the management and for the leadership of the activities carried out under this Annex;*
- (b) The Operating Agent's rights, obligations and responsibilities in addition to those indicated in the main body of the Implementing Agreement and the organisation of the work under this Annex (regarding, for instance, remuneration and reimbursement of expenses, the preparation of a detailed programme of work and budget in consultation with the Participants under this Annex, the preparation and distribution of assessments, reports, newsletters or other information, the organisation of meetings, workshops, seminars, training sessions, the preparation of guidelines for the work to be carried out under this Annex, the management of a common fund, if any, etc.);*
- (c) Operating Agent's meetings;*
- (d) The rights, obligations and responsibilities of Task Leaders and Sub-task leaders, if any (see examples under letter (b) above);*
- (e) The content and schedule of assessments, reports to be submitted by the Operating Agent and by the Task and Sub-task leaders to the ExCo, the Working Party, the CERT and/or the IEA, newsletters.]*

7. Admission, Participation and Withdrawal of Participants

[Provide a description of specific terms and conditions of admission, participation and withdrawal of Participants in this Annex, if any, in addition to those already indicated in the main body of the Implementing Agreement. For instance, regarding the secondment, assignment or exchange of personnel, the supply or exchange of equipment, etc.]

8. Information and Intellectual Property

[Provide a description of the specific terms and conditions for the use, communication, publication, reproduction, licensing and/or sale of the information, data and/or inventions produced under this Annex and of any intellectual property rights in connection to this Annex. As a matter of example, indicate:

- (a) contractual, commercial, customary or legal restrictions in connection with proprietary information and intellectual property rights, including any confidentiality obligation;*
- (b) the allocation of intellectual property rights among current and future Participants, including for the case of withdrawal of a Participant or of the termination or expiry of this Annex;*
- (c) any exclusive or non-exclusive licenses.]*

9. Entry into Force, Term and Extension

This Annex shall enter into force [on [date] upon the date the IEA Executive Director received the second Notice of Participation], and shall remain in force [for a period of [number] years/until [date]. At the conclusion of that period, this Annex can be extended by at least two Participants, acting in the Executive Committee, for a period to be determined at that time, provided that in no event shall the Annex continue beyond the current term, or actual termination, of the Implementing Agreement.

Exhibit G

Model ExCo Resolution to Invite a Government as Contracting Party

EXCO RESOLUTION TO INVITE A GOVERNMENT OR AN INTERNATIONAL ORGANISATION TO JOIN AN IMPLEMENTING AGREEMENT AS A CONTRACTING PARTY

OPTION 1 - If the CP is an OECD member country:

The Executive Committee unanimously resolves to invite the Government of [Country or any entity it designates] to join the [full title of Implementing Agreement] as a Contracting Party.

OPTION 2 - If the CP is an OECD non-member country or an international organisation:

If the CP is from an OECD non-member country or an international organisation, the Executive Committee can choose to spell out the precise terms and conditions of membership. Under the IEA Framework of 2003, an OECD non-member country or international organisation can have the same rights as an OECD member country, or it can have fewer rights than an OECD member country, if that is what the Executive Committee decides.

Option 2A: *The following can be used if the Executive Committee would like an OECD non-member country/international organisation to have the same rights as a Contracting Party from an OECD member country:*

The Executive Committee unanimously resolves to invite [the Government of [Country or any entity it designates]/[name of international organisation]], to join the [full title of Implementing Agreement] as a Contracting Party.

OR

Option 2B: *The following is an example of the types of restrictions that an Executive Committee can introduce if the Executive Committee would like an OECD non-member country or international organisation to have fewer rights than a Contracting Party from an OECD member country. Please note that these are **suggestions only**. **None of the following examples are mandatory.***

The Executive Committee unanimously resolves to invite [the Government of [Country or any entity it designates]/[name of international organisation]], to join the [full title of Implementing Agreement] as a Contracting Party.

The Executive Committee further resolves by unanimous vote:

(1) to invite [Country, or any entity it designates/name of International Organisation] to join [name of Implementing Agreement] on the terms as set out below:

- (i) [No representative of [Country/International Organisation] will be able to be Chair or Vice-Chair of the Executive Committee]

Exhibit G

- (ii) [No representative of [Country/International Organisation] will have the power to block an otherwise unanimous vote.]
 - (iii) [No representative of [Country/International Organisation] will be able vote on the accession of new Sponsors or Contracting Parties or on the withdrawal of existing Sponsors or Contracting Parties.]
 - (v) [insert any other terms and conditions that the Executive Committee wishes to place on the Contracting Party from an OECD non-member country].
- (2) that the [ExCo Chair/Operating Agent] will expedite the formal procedures of membership on behalf of the Executive Committee.

Exhibit H

Model Letter of Acceptance - Government as Contracting Party

[LETTERHEAD OF THE GOVERNMENT INVITED TO JOIN THE IA]

Ms Maria van der Hoeven
 Executive Director
 International Energy Agency
 9, rue de la Fédération
 75739 Paris Cedex 15
 France

[Date]

Subject: Participation of the Government of [name of country]¹⁴ in the [full name of the IA]

Dear Ms van der Hoeven,

The Government of [name of country] hereby announces that it has accepted the invitation from the Executive Committee of the [full name of the IA] (the “[IA Acronym] IA”) [at its meeting on [date, place] **OR** by written procedure effective on [date]], to join the [IA Acronym] IA.

The Government of [name of country] accepts the terms and conditions of the [IA Acronym] IA [and any additional terms and conditions that have been set forth by the Executive Committee], and it intends to participate in **Annex(es) [number], [title]**.

The text of the [IA Acronym] IA will be signed by [name of Government Official], [Title], [Department], [Ministry], *or* [Ambassador] **OR** [name], [Government body], [full contact details, including e-mail] for and on behalf of the Government of [name of country].

The Executive Committee representative and Alternate representative will be, respectively:

[Name]
[Title]
[Full contact details, including e-mail]

and

[Name]
[Title]
[Full contact details, including e-mail]

We look forward to working with the other Participants in the [IA Acronym] IA.

Sincerely,

[Name]
[Title]

¹⁴ Please contact the IEA Legal Office for model letters to be used for inviting China.

[Full contact details]

cc. [name and address of ExCo Chair]

Exhibit I(a)

Model Letter of Designation of a Contracting Party by a Government

[LETTERHEAD OF THE GOVERNMENT DESIGNATING A DIFFERENT ENTITY AS A CONTRACTING PARTY TO JOIN THE IA]

Ms Maria van der Hoeven
Executive Director
International Energy Agency
9, rue de la Fédération
75739 Paris Cedex 15
France

[Date]

Subject: Participation of the Government of [name of country] in the [full name of the IA]

Dear Ms van der Hoeven,

The Government of [name of country] hereby announces that it has accepted the invitation from the Executive Committee of the [full name of the IA] (the “[IA Acronym] IA”), extended [at its meeting on [date, place] **OR** by written procedure effective on [date]], to join the [IA Acronym] IA.

The Government of [name of country] designates [name of entity] to be the Contracting Party in the [IA Acronym] IA, for and on behalf of the Government of [name of country]. We will ask [Name of entity] to inform the IEA Secretariat of:

- the name and title of the individual who will sign the text of the [IA Acronym] IA on its behalf;
- the name, title and contact details of its Executive Committee Member and Alternate Executive Committee Member; and
- if applicable, the Annex(es) in which it intends to participate.

Sincerely,

[Name]

[Title]

[Full contact details]

cc. [name and address of ExCo Chair]

Exhibit I(b)

Model Letter of Acceptance – Designated Entity as Contracting Party

[LETTERHEAD OF THE DESIGNATED CONTRACTING PARTY]

Ms Maria van der Hoeven
Executive Director
International Energy Agency
9, rue de la Fédération
75739 Paris Cedex 15
France

[Date]

Subject: Participation of [name of designated entity] in the [full name of the IA]

Dear Ms van der Hoeven,

I refer to the designation by the Government of [name of country] of [name of designated Contracting Party] as a Contracting Party to the [full name of the IA] (the “[IA Acronym] IA”).

[Name of designated Contracting Party] accepts the terms and conditions of the [IA Acronym] IA [and any additional terms that have been set forth by the Executive Committee], and it intends to participate in Annex(es) [number], [title].

The text of the [IA Acronym] IA will be signed by [name of representative from designated Contracting Party], [Title], [Address, telephone and e-mail contact details].

The Executive Committee representative and Alternate representative will be, respectively:

[Name]
[Title]
[Address]
[telephone, fax and e-mail]

and

[Name]
[Title]
[Address]
[telephone, fax and e-mail]

We look forward to working with the other Participants in the [IA Acronym] IA.

Sincerely,

[Name]
[Title]
[Full contact details]

cc. **[name and address of ExCo Chair]**

Exhibit J.

Model Notice of Participation in an Annex

[Letterhead of Contracting Party]

Ms Maria van der Hoeven
Executive Director
International Energy Agency
9, rue de la Fédération
75739 Paris Cedex 15
France

[Date]

Dear Ms van der Hoeven,

Notification of Participation – [Full name of the IA]

OPTION 1 – For a Contracting Party:

We hereby inform you that **[name of country]**, through **[name of participating entity]** or **[name of designated Contracting Party]** will participate in the following Annex of the **[full name of the IA]**:

OPTION 2 – For a Sponsor:

We hereby inform you that **[name of Sponsor]** will participate in the following Annex of the **[full name of the IA]**:

[Annex __: title of Annex], starting on **[date of commencement]** [and ending **[date of termination]**].

Below please find the details of the responsible national expert:

[name]
[Title]
[Address]
[Tel:]
[Fax:]
[E-mail:]

If you have any questions concerning **[name of country or Sponsor]**'s participation or involvement in this Annex, please do not hesitate to contact me.

Sincerely,

[name]
[title]

cc. **[name and address of ExCo Chair]**

Exhibit K.

Model Programme of Work

[FULL NAME OF IA] PROGRAMME OF WORK

Background and introduction

[Vision]

[Mission]

[Geographical scope and participation]

[IA]Core Objectives

A description of each objective and its supporting programme follows below.

Objective:

Programme description

Examples of activities

Examples of programme outputs

Examples of programme outcomes

Exhibit L.

Model Letter of Replacement of Contracting Party

[Letterhead of the Government notifying the change of its Contracting Party]

Ms Maria van der Hoeven
Executive Director
International Energy Agency
9, rue de la Fédération
75739 Paris Cedex 15
France

[Date]

Subject : Change of a Contracting Party for and on behalf of the Government of [name of country] in the [full name of the Implementing Agreement]

Dear Ms van der Hoeven,

The Government of [name of country] intends to change its Contracting Party, [name of current Contracting Party], in the [full name of the Implementing Agreement] (the “[IA Acronym] IA”).

The [name of replacement entity] is designated to replace [name of current Contracting Party] as the new Contracting Party for and on behalf of the Government of [name of country] to the [IA Acronym] IA.

OPTION 1 - If the replacement Contracting Party is a government entity:

This entity will become the new Contracting Party effective as of [the date determined by the Executive Committee/date of this letter].

The Executive Committee representative and Alternate representative will be, respectively:

[Name]

[Title]

[Full contact details, including e-mail]

and

[Name]

[Title]

[Full contact details, including e-mail]

Add the following if the Contracting Party is being changed from a non-government entity to a government entity: The text of the [IA Acronym] IA will be signed by [[name of Government Official], [Title], [Department], [Ministry], or [Ambassador] **OR** [name], [Government body], [full contact details, including e-mail]] for and on behalf of the Government of [name of country].

OPTION 2 - If the replacement Contracting Party is NOT a government entity:

We will ask [Name of replacement Contracting Party] to inform the IEA Secretariat of:

- the name, title and contact details of its Executive Committee Member and Alternate Executive Committee Member; [and]
- if applicable, the Annex(es) in which it intends to participate; and

- the name, title and full contact details (including email address) of the individual who will sign the [IA Acronym] IA on its behalf.
-
- **[ADD IF CONSISTENT WITH PROVISIONS OF THE IA TEXT:]**
- The Government of [name of country] acknowledges that, under the terms of the [IA Acronym] IA, if there is more than one Contracting Party designated by the Government of [name of country], the Contracting Parties will, collectively, have the right to cast only one vote in relation to decisions of the Executive Committee.]

Sincerely, _____

[Name]

[Title]

[Full contact details]

cc. **[ExCo Chair]**

Exhibit M

Model Notice to Participant to Fulfil Contractual Obligations

[LETTERHEAD OF THE IA EXCO]

[address of CP/Sponsor]

[Date]

Subject: Notice to Fulfil Contractual Obligations in the [full name of the IA]

Dear [CP/Sponsor],

On [signature date], [the Government of [name of country] OR [name of organisation]] became a [Contracting Party/Sponsor] to the [full name of the IA] (the “[IA Acronym] IA”). The [IA Acronym] IA is still in existence and our records show that [the Government of [name of country] OR [name of organisation]] remains a [Contracting Party/Sponsor] to it.

Despite this, the Executive Committee notes that [the Government of [name of country] OR [name of organisation]] **has not** [participated in the co-ordination of ongoing annexes OR contributed to [list monetary/non-monetary contributions]] since [date]. The Executive Committee requests that [the Government of [name of country] OR [name of organisation]] confirms its commitment to its obligations as a [Contracting Party/Sponsor].

Please let me know if you intend to maintain your membership in the Implementing Agreement. If the Executive Committee does not receive confirmation from you within [insert deadline in the IA text] days of your receipt of this letter, the Executive Committee will assume [the Government of [name of country] OR [name of organisation]] intends to withdraw from the [IA Acronym] IA. The Executive Committee reserves its right under Article [insert number] of the [IA acronym] IA text to deem [name of Contracting Party] withdrawn if the failure to fulfil its contractual obligations continues.

However, if [the Government of [name of country] OR [name of organisation]] fulfils its contractual obligations and participates fully, the Executive Committee will be pleased to welcome you to our next meeting, scheduled for [date] in [meeting location]. [Details for the meeting are attached.]

We look forward to receiving your response and thank you for your attention.

Sincerely,

[Name]

[ExCo Chair]

[Full contact details]

cc. Ms Maria van der Hoeven
Executive Director
International Energy Agency
9, rue de la Fédération
75739 Paris Cedex 15
France

PLEASE CONTACT OLC FOR ADVICE BEFORE YOU SEND THIS

Exhibit N. Self-Assessment Form for IA Extension

CRITERIA	TERM EVALUATION	
	<u>Current</u>	<u>Future</u>
Structural and management criteria		
(c) Strategic direction		
Relevant points for overall assessment: <ul style="list-style-type: none"> Does the work programme of the Implementing Agreement ("IA" hereinafter in the Table) coincide with the strategies of the CERT and the relevant Working Party? 		
(d) Scope		
Relevant points for overall assessment: <ul style="list-style-type: none"> Is the work programme of the IA sufficiently substantive and comprehensive? Is the participation by countries broad enough? Does the IA justify the transaction costs of international collaboration? Does the work programme contribute positively to the quality of the IEA energy technology collaboration programme? 		
(d) Contractual and management requirements		
Relevant points for overall assessment: <ul style="list-style-type: none"> Does the IA meet the management requirements of the IEA? Are objectives, strategic plan and annual work programmes in place? Is the Annual Report provided in a timely and complete manner? Does the IA comply with the contractual obligations of its Agreement and the terms of the IEA Framework for International Energy Technology Co-operation? 		
Performance-based criteria		
(e) Contribution to technology evolution / progress		
Relevant points for overall assessment: <ul style="list-style-type: none"> Do results of the work of the IA add significant value to technology evolution (performance improvement; potential for innovation)? Have IA results been cited in the literature and/or recognised by awards? Have IA results been used by institutions in participating countries? Are there significant "success stories" originating from the IA? Are there spill-over effects to other energy technology areas? 		

(k) Contribution to technology deployment / market facilitation		
Relevant points for overall assessment: <ul style="list-style-type: none"> • Is the strategy and work programme industry -relevant? • Are there significant examples that technology deployment is accelerated and that relevant markets are facilitated through the work of the IA? • Does industry participation help to guide the direction of the <i>IA</i> and accelerate technology deployment? 		
(l) Policy relevance		
Relevant points for overall assessment: <ul style="list-style-type: none"> • Do IA results feed into policy-making processes in home countries? • Are key data available in a format that can be used by policy makers? • Are findings used in IEA analysis which feeds into policy making processes? • Are findings used in IEA Ministerial, G8 and other high level events? 		
(m) Contribution to environmental protection		
Relevant points for overall assessment: <ul style="list-style-type: none"> • Does the IA make contributions to cost-efficient reduction of environmental impact? 		
(n) Contribution to information dissemination		
Relevant points for overall assessment: <ul style="list-style-type: none"> • Are results of IA work adequately disseminated to: <ol style="list-style-type: none"> 4) participating countries? 5) IEA Member countries? 6) private sector? • Has the IA contributed to IEA Secretariat efforts to promote your activities, for example through the <i>OPEN Bulletin</i>? • Is the website complete and up-to-date? 		
(o) Outreach to IEA non-Member countries		
Relevant points for overall assessment: <ul style="list-style-type: none"> • Are appropriate results of IA work adequately disseminated to IEA non-Member countries? • Do IEA non-Member countries participate in IA workshops, analysis or other activities? • Does the IA participate in CERT, Working Party/Expert Group or Secretariat outreach efforts? 		

Value-based criteria		
(p) Added value		
Relevant points for overall assessment, in terms of: <ul style="list-style-type: none"> • Reduced or avoided research costs? • Return on investments and improved competitive position? • Contribution of R&D results to cost reduction? • Results that could only be achieved through the international collaboration project? • Interaction with other IAs, the Working Parties/Expert Groups, the CERT and the IEA Secretariat? • Active participation of national institutions in the IA work programme? • National R&D capabilities through improved access to personnel exchange, training, information, technology or equipment? 		
<p>To make the evaluation metrical, scores from 1 to 5 are introduced: 5 (excellent), 4 (good), 3 (average), 2 (insufficient), 1 (very insufficient).</p> <p>Such scores can be supplemented by short comments. Not all criteria in the Table are relevant for all IAs. Therefore some criteria will generate “not applicable” (n.a.) as an answer.</p>		

Exhibit O.

Model ExCo Resolution to Invite an Entity to Participate as a Sponsor

The Executive Committee unanimously resolves to invite [Sponsor name] to join the [full name] Implementing Agreement as a Sponsor.

Please note that the terms in blue below are suggestions only. The only limitations are that the ExCo does not have the power to (i) give a Sponsor greater rights than a Contracting Party from an OECD non-member country or an international organisation, or (ii) allow a Sponsor to be designated Chair or Vice-chair of the IA (Paragraph 3.3.4, IEA Framework).

The Executive Committee further resolves by unanimity:

- (1) to invite [Sponsor name] to join [full name] Implementing Agreement on the following terms:

- (vi) [Sponsor name] will have equal obligations to, but no greater rights or benefits than Contracting Parties from OECD non-member countries.
- (vii) In accordance with the Framework, no representative of [Sponsor name] will be able to be Chair or Vice-Chair of the Executive Committee,
- (viii) [Sponsor name] will pay an annual fee of [amount, or as determined by the ExCo, or subject to index, or etc.] from [date] and be recognised as a Sponsor from the later of that date or the date [Sponsor name] signs the text of the [full name] Implementing Agreement.
- (ix) The participation by the Sponsor will be for [one year, renewable annually] by an exchange of letters.
- (x) [Sponsor name] will have a full single vote in the Executive Committee, equal to that of a Contracting Party on matters pertaining to the [full name] Implementing Agreement Programme of Work. This will enable [Sponsor name] to make proposals for the work programme, participate in the voting on all topics and all other matters excepting those items defined in item (vii) below.
- (xi) No representative of [Sponsor name] will be able to vote on the accession of new Sponsors or Contracting Parties or on the ejection of existing Sponsors or Contracting Parties.
- (vii) [insert any other terms and conditions, for example, a Sponsor cannot block an otherwise unanimous vote, or vote on the accession of new Sponsors or Contracting Parties or on the ejection of existing Sponsors or Contracting Parties ...].

- (2) that Articles [__, __] and [__] of the Implementing Agreement text apply equally to [name of Sponsor] as to Contracting Parties [Note: the ExCo may wish these Articles to include, for example, the withdrawal procedures for CPs or the right CPs have to submit draft Annexes to the ExCo. OLC recommends that the Chair/Operating Agent read through the IA text and create a definitive list of Articles that should apply to the potential Sponsor].

- (3) that the [ExCo Chair/Operating Agent] will expedite the formal procedures of membership on behalf of the Executive Committee.

Exhibit P.

Model ExCo Letter to Sponsor Following Approval from ExCo

LETTERHEAD OF EXCO

OR LETTERHEAD OF OPERATING AGENT IF THE EXCO DELEGATED THIS TASK TO IT

[Name of Sponsor]

[Address of Sponsor]

[Date]

Re. [Full name of Implementing Agreement]- Letter of Invitation to be a Sponsor

Dear [name],

I am happy to inform you that your participation as a Sponsor in the [full name of the IA] (the "[IA Acronym] IA") was formally approved by the Executive Committee (the "ExCo"), by unanimous decision at its meeting on [[date] [place]/by written procedure effective on [date]]. The participation of [potential Sponsor] is subject to the approval of the Committee on Energy Research and Technology of the International Energy Agency (IEA).

According to the ExCo decision, and subject to Article 3.3 of the IEA Framework for International Energy Technology Co-operation, the terms and conditions of [name of Sponsor]'s participation as a Sponsor in the IA are the following:

[PLEASE NOTE: THESE TERMS MUST REPRODUCE PRECISELY THE TERMS, IF ANY? DECIDED BY THE EXCO]

[Name of Sponsor] will:

- (1) in no case be designated as Chair or Vice-Chair of the IA;
- (2) have equal obligations to, but no greater rights or benefits than Contracting Parties from OECD non-member countries;
- (3) [financial obligations/contributions]
- (4) [effective date of membership after CERT approval and duration]...
- (5) [voting rights]
- (6) [other rights/obligations]
- (7) [Articles [_,_] and [_] of the [IA Acronym] IA text will apply to [name of Sponsor].

On the basis of the above, please provide us with a letter expressing:

- (a) [name of Sponsor]'s desire to join the [IA Acronym] IA and specifying which Annex(es) of the [IA Acronym] IA it intends to join;
- (b) [name of Sponsor]'s acceptance of the terms and conditions set out in (1)-(No X) above as well as the specified terms and conditions of the [IA Acronym] IA text;
- (c) the name, title and full contact details of the person who will sign the [IA Acronym] IA text on behalf of [name of Sponsor]; and

- (d) the name, title and full contact details of [name of Sponsor]'s ExCo representative and Alternate representative.

Kindly find attached a form of letter to assist you in this regard.

Upon receipt of such letter, the IEA will ask the Committee on Energy Research and Technology to consider and approve [name of Sponsor] as a Sponsor in the [IA Acronym] IA. If this approval is forthcoming, [name of Sponsor]'s participation will become effective as of the date on which [name of Sponsor] signs the [IA Acronym] IA text.

For your information, I enclose a copy of the text of the [IA Acronym] IA.

We very much look forward to the participation of [name of Sponsor] in the [IA Acronym] IA and we are sure that its contribution will be both valuable and beneficial.

Yours sincerely,

[Name of ExCo Chair/or Operating Agent if the ExCo delegated this task to it]
[Title]
[Name of IA]

cc: Ms Maria van der Hoeven
Executive Director
International Energy Agency
9, rue de la Fédération
75739 Paris Cedex 15
France

Exhibit Q.

Model Letter of Acceptance from Sponsor

[LETTERHEAD OF THE SPONSOR INVITED TO JOIN THE IA]

Ms Maria van der Hoeven
Executive Director
International Energy Agency
9, rue de la Fédération
75739 Paris Cedex 15
France

[Date]

Subject: Participation of [name of Sponsor] in the [full name of the IA]

Dear Ms van der Hoeven,

[Name of Sponsor] hereby confirms that it has accepted the invitation from the Executive Committee of the [full name of the IA] (the “[IA Acronym] IA”) to join the [IA Acronym] IA as a Sponsor.

[Name of Sponsor] accepts the terms and conditions of the [IA Acronym] IA and the additional terms set forth by the Executive Committee in its letter of [date of offer letter]. [Name of Sponsor] intends to participate in Annex(es) [number], [title].

The text of the [IA Acronym] IA will be signed by [name of Sponsor’s representative], [title], [full contact details, including e-mail] for and on behalf of [name of Sponsor].

The Executive Committee representative and Alternate representative will be, respectively:

[Name]
[Title]
[Full contact details, including e-mail]

and

[Name]
[Title]
[Full contact details, including e-mail]

We look forward to working with the other Participants in the [IA Acronym] IA.

Yours faithfully

[Name]
[Title]
[Full contact details]

cc. [contact details including email of ExCo/Operating Agent that sent the invitation letter to the potential Sponsor]

Exhibit R.

Model Notice of Acceptance by Operating Agent/General Manager/Programme Manager

Letterhead of Operating Agent

Ms Maria van der Hoeven
Executive Director
International Energy Agency
9, rue de la Fédération
75739 Paris Cedex 15
France

[Date]

Notice of Acceptance by Operating Agent/General Manager/Programme Manager

Dear Ms van der Hoeven,

[Full name of Operating Agent] hereby accepts the functions and responsibilities and agrees to carry out the obligations and functions of the Operating Agent set out in the text of the [full name of the IA] (the “[IA Acronym] IA”) for Annex [number], [title] in the [IA Acronym] IA.

Yours faithfully,

[Name]

[Title]

[Full contact details]

cc.

[ExCo Chair]

Exhibit S.

Model Letter for Change of Name of a Participant

[Letterhead of Contracting Party informing about its change of name]

Only use this model letter if it is a mere change of name.

If CP has become a new legal entity, use Model Letter Exhibit L for change of designated entity.

If Sponsor has become a new legal entity, a new invitation may be required. Please consult the IEA Legal Office.

Ms Maria van der Hoeven
Executive Director
International Energy Agency
9, rue de la Fédération
75739 Paris Cedex 15
France

[Date]

Change of [name] of a [Contracting Party/Sponsor] for and on behalf of the Government of [name of country] in the [full name of the Implementing Agreement]

Dear Ms van der Hoeven,

[Name of Contracting Party] is currently a Participant in the [full name of the IA] (the “[IA Acronym] IA”).

OR

[Name of Sponsor] is a Sponsor in the [full name of the Implementing Agreement] (the “[IA Acronym] IA”).

Please be informed that as of [effective date of name change] [name of Contracting Party/name of Sponsor] is now known as [new name] and as of such date is the [Contracting Party/Sponsor] in the [IA Acronym] IA.

Our contact details and the names of our Executive Committee member and Alternate member remain unchanged.

Sincerely,

[Name]

[Title]

[Full contact details]

cc. [address of ExCo Chair and Operating Agent]
[contact details of the government]

Exhibit T. Model Letter of Withdrawal of a CP or Sponsor from an IA

[Letterhead of the Contracting Party/Sponsor]

***Please note: double-check the notice requirements in the IA legal text regarding the notice period for withdrawal.
Sometimes a distinction is made between CPs and Sponsors***

Ms Maria van der Hoeven
Executive Director
International Energy Agency
9, rue de la Fédération
75739 Paris Cedex 15
France

[Date]

Notice of Withdrawal from [full name of the Implementing Agreement]

Dear Ms van der Hoeven,

[Name of Contracting Party] is the designated Contracting Party representing the Government of [name of country] in the [full name of the Implementing Agreement] (the “[IA Acronym] IA”).

OR

[Name of Sponsor] is a Sponsor in the [full name of the Implementing Agreement] (the “[IA Acronym] IA”).

Due to [reason for withdrawal], [name of Contracting Party **OR** name of Sponsor] intends to withdraw from the [IA Acronym] IA.

[Name of Contracting Party **OR** name of Sponsor] is aware that pursuant to Article [relevant article number] of the [IA Acronym] IA text it must give [12] months’ notice before its withdrawal becomes effective, with that [12]-month period beginning on the date of this letter. The withdrawal of [name of Contracting Party **OR** name of Sponsor] will therefore be effective on [Date of letter + 12 months].

[Name of Contracting Party **OR** name of Sponsor] is aware that, unless the ExCo otherwise decides, it will maintain all its rights and obligations as a [Contracting Party **OR** Sponsor], including of a financial nature, until [Date of letter + 12 months].

(OPTIONAL) [Name of Contracting Party **OR** name of Sponsor] intends to request approval of an earlier date of withdrawal from the ExCo at its next meeting on [].

I am copying this letter to the Operating Agent.

Sincerely,

[Name]

[Title]

[Full contact details]

cc. [Operating Agent of IA]

[ExCo Chair]

**Exhibit U.
Example of a Call for Tender to select an OA**

[date]

[Name of IA]

**Invitation to Tender
as
Operating Agent
for one or more of the [IA] Annexes**

**Issued by the
[IA] Executive Committee**

Lodgement of bids:

Bids must be enclosed in a plain envelope or package endorsed as follows:

[IA] tender in confidence]
[address]

A receipt will be issued upon receipt by the []

Closing Time and Date:

[]

Table of Contents

Preface

The following details, in broad terms, the work associated with being an Operating Agent for one or more of the three current Annexes of the International Energy Agency's [IA name] Implementing Agreement.

IEA international collaboration on energy technology and R&D, and in this case on energy information dissemination, is organized under the legal structure of Implementing Agreements, in which Governments participate as Contracting Parties and undertake Tasks identified in specific Annexes. Contracting Parties designate one Operating Agent for each Annex, which is responsible for management of the collaboration and provides infrastructure as needed.

The following specifications describe:

- the current scope of work of [IA name] Operating Agents, and
- tender requirements and selection criteria.

Part 1 Statement of Work

The International Energy Agency [IA name] Implementing Agreement, acting through its Executive Committee, invites suitably qualified consultants/contractors to submit a proposal to serve as Operating Agent for one or more of the [IA name] Annexes. [(Please see Appendices 1 and 2.)]

Background

1. The Executive Committee has decided to seek Operating Agents for [IA name] Implementing Agreement following an International tender procedure.
2. For further information on the IEA, [IA name] Implementing Agreement and the activities of Operating Agents, see the enclosed Appendix 1

Scope

The description below is a brief summary of the present state of operations. The Executive Committee is devoted to strive for cost efficiency and innovation. Suggestions for product development and/or for a different Mode of Operations are welcomed.

[IA name] Implementing Agreement currently has [] Annexes.

Annex I –

Areas of work and responsibilities include: [list areas of work].

[Describe each responsibility]

Objectives

The [IA name] Executive Committee wants to set up new standards for the co-operation between [IA name] Operating Agents and the [IA name] Implementing Agreement. A number of issues are of special importance to the Committee. These are:

[Economic transparency of operations]

[IA name] is funded by contributions from public funds. The individual Contracting Parties have strict procedures of monitoring and accounting to meet regarding the use of their funds. The operations of [IA name] shall therefore be transparent for the Contracting Parties and the operations of [IA name] shall stand up to the strictest standards of efficiency and use of Public Funds.

Clear and detailed specifications of work plan, budgets and time schedules

The ExCo and the Operating Agent for each [IA name] Annex shall come to an agreement, on a yearly basis, as to the activities, expenditure and financing of the coming Operating Year. The Executive Committee (ExCo) wants to improve the clarity and transparency of this type of agreement by inviting tenderers to set new standards for the clear and detailed specification of work plan, budgets and related time schedules.

Efficient and cost effective operation

The Operating Agents are expected to respect the agreed annual work plan and budget. Suggestions

that can improve the efficiency and cost-effectiveness of Operations will be welcomed.

Innovation and drawing the maximum benefits of the development in new information technologies]

Deliverables of an Operating Agent to [IA name]

Tenderers are invited to suggest and specify their perception and suggestions of deliverables to the Executive Committee and the Chair of the Executive Committee.

For the formal provisions concerning an Operating Agent to an [IA name] Annex, you are kindly referred to the relevant Implementing Agreement and Annexes provisions. (Appendix 2).

[In addition, and as a minimum, an Operating Agent will be expected to supply:

1. Relevant information requested by the Chair or Vice-Chair to the Executive Committee.
2. A report on activities for the [IA name] Annual Report to the IEA:
 - For every ExCo meeting, and as may be required by the ExCo:
 - Report and update on activities in relation to agreed work plan, budget, financial situation and time-schedule for the first half of the present Operating Year,
 - Suggestions to possible adjustment for the second half of the Operating Year,
 - Accounts and financial information on the former Operating Year,
 - Report on the Monitoring of the Operating Agent's activities in the former Operating Year;
 - Suggestions and specification for the work plan, budget, time-schedule and financial contributions from Contracting Parties for the coming Operating Year.]

Duration and Legal Term of the Appointment

The successful tenderer(s) will be appointed for a two-year period from []. This appointment may, at the discretion of [IA name]'s Executive Committee acting by unanimity of the Participants in an Annex, be extended for a further period of a maximum of [two] years, subject to:

- A satisfactory performance in the appointment in the initial [two] years and,
- The extension of the Annex term for the remaining period.

It should be noted that the successful tenderer(s) will be bound by the relevant provisions of the [IA name] Implementing Agreement and Annex, and will have to sign an Operating Agent Declaration in the case where the tenderer(s) is not a Contracting Party to the [IA name] Implementing Agreement. Please see Appendices 2 and 4.

Payment, Management of Expenditure and Accounts

In accordance with the [IA name] ExCo, the Operating Agent to an [IA name] Annex invoices Contracting Parties and performs its duties with the funds drawn from the invoiced revenues. Each Operating Agent to an [IA name] Annex shall be responsible to the [IA name] Executive Committee for operating its designated Annex in accordance with the Implementing Agreement, the applicable Annex, the annual Work plan and Budget of that Annex and decisions of the ExCo. It shall account for all property and funds coming into its custody or possession in connection with the Annex, keep a running account of all costs and charges associated with its appointment which may be monitored by the [IA name] Executive Committee at any time during the period of the

appointment. It shall also account for the proper management of the financial means allocated to the Annex by the Work Programme and Budget.

The appointed Operating Agent shall audit its accounts annually, and allow:

- Audit by a Contracting Party as specified in the Implementing Agreement and its Annexes;
- Independent audit of its accounts by an auditor either agreed or appointed by the Executive Committee according to the specifications made by the Executive Committee for each Operating Year;
- As mentioned earlier, the appointed Operating Agent shall produce a short report on a regular basis to the ExCo Chair containing relevant management information. In addition to this and Operating Agent shall at each of the regular ExCo meetings produce relevant full reports, including progress report on expenditure in order for the Executive Committee to monitor both progress and expenditure.

Further Information

Tenderers should direct any questions arising during the preparation of a response to this Invitation to Tender or requests for clarification in writing to:

Chair of the [IA name] Executive Committee
[co-ordinates]

or

Vice-Chair of the [IA name] Executive Committee
[co-ordinates]

Possible Circulation of Questions and Answers

The [IA name] Executive Committee or representative duly authorized to act lawfully on behalf of the [IA name] Executive Committee, reserves the right to circulate questions and answers of one Tenderer to all other Tenderers without disclosing the source of the questions or revealing the substance of any proposed tender.

Part 2 Evaluation

Purpose

This part outlines the selection process and specifies the minimum tender requirements to be addressed by Tenderers.

Proposal Content

Tenderers may submit bids to be hired as Operating Agent(s) for one, two, or all three [IA name] Annexes. If bidding for more than one Annex, the overall bid price must still be broken down Annex by Annex.

The tender proposal for each Annex should show a budget breakdown for each of the headings shown below, describing the scope of the work. VAT and any local taxes should be shown separately.

Firm bid prices should be quoted for the first Operating Year and indicative budgets also quoted for the following years two, three and four separately with the corresponding proposed activity levels. Alternative activity levels within each Annex is welcomed as part of the bid under the condition that each activity level has a corresponding quoted price.

The bids should necessarily contain the following elements:

Formal information

- Full legal name
- Legal status
- Legal address
- (Physical) location
- Legal liability arrangement (???)

Task oriented information

- Relevant experience
- Professional qualifications
- Turnover
- Staff, experience and education
- Quality certification status
- Ethical principles and policies

System and Equipment

- Available material and technical equipment
- Applicable system for quality steering and assurance

Economy

- Financial liability arrangement (???)
- Time-writing principles
- Budget and accounting principles and procedures
- Separation of different cost types e.g. expenditure and time-writing related
- Procedures and principles in relation to inflation and currency rates
- Budget for Operating Agent activities for each Operating Year []. An Operating Year covers the period from April 1 – March 31 of the following year.
- Unit prices for activities and time-writing
- Payment, invoicing and rates
- Financial arrangement and procedures

Organisation

- Organisation chart of tender participant organisation and of the internal OA organisation
- Management system for staff efficiency and effectiveness
- Involvement of external consultants and non Operating Agent staff
- Possible tender principles and procedures in relation to procurement of OA tasks
- Liaison and management system in relation to ExCo, National Teams and GLO's
- Procedures for reporting to the [IA name] ExCo.

Selection Criteria

Proposals will be assessed according to a series of criteria of which the principal ones are outlined below. [Accordingly, Tenderers are encouraged to address the following selection criteria:

- Previous performance in comparable international knowledge exchange and energy projects;
- Demonstrated experience, qualifications and skills of personnel to be responsible for the project; and
- Understanding of international or more specifically IEA programmes, including knowledge of the logistical and organisational issues related to Implementing Agreements;
- Value for money.]

Part 3 Conditions of Tender

Purpose

The [IA name] Executive Committee recommends that all bids follow the terms and conditions set out in the Invitation to Tender.

Disclaimer

This Invitation to Tender does not in any way commit or otherwise oblige the [IA name] Executive Committee or any Contracting Party to [IA name] to proceed with all or any part of this tendering procedure.

Tender Lodgement

Deadline for Lodgement of Bids

[date, time]

Place for Lodgement of Bids

[address]

Marked clearly: “[IA name] tender in confidence”.

All bids received will be opened in the presence of a representative of the International Energy Agency, the [] Contracting Party and the Chair of [IA name] immediately after the deadline for lodgement of bids . All tenderers will be notified by the [] of the opening of their bids no later than [date].

Delivery Method

By hand enclosed in a plain envelope or package. A receipt will be issued upon reception by the [] (registered mail delivery ?)

Format and language of Bids

Bids can be submitted in the two official IEA languages, *i.e.* English and French, but preferably in English. [Bids must be submitted as described in the relevant section of this Invitation to Tender as a CD-ROM with electronic files in Microsoft Word 7 format plus 20 hard copies in paper ready to be dispatched.]

The [IA name] Executive Committee or any duly authorized representative thereof may copy and/or distribute the tender documents as it requires for the purposes of this Invitation to Tender.

Definition of a Late Bid

A bid is considered to be late when lodged after the closing time of [date, time].

Extension of Deadline

Bids received after the closing time will be registered as late. The exceptional decision to include a late bid will be made by the [IA name] Executive Committee or any duly authorized representative thereof in its absolute discretion.

The decision to consider or exclude a late bid will be based on the circumstances surrounding the submission and the receipt of the late bid, to ensure equal and fair treatment between tenderers.

Communication with Tenderers

The [IA name] Executive Committee or any duly authorized representative thereof is reserved the right, at its absolute discretion, to engage in any discussions with, or seek clarification on any matter from, any tenderer at any stage.

The [IA name] Executive Committee or any duly authorized representative thereof is reserved the right, at its absolute discretion, to short-list tenderers and seek further information from them. In the event of a short-list being compiled by the [IA name] Executive Committee or any duly authorized representative thereof, tenderers excluded from the short-list shall be advised thereof as soon as practicable.

Ownership of tender Documents

All tender documents submitted by the tenderers will become the sole property of the [IA name] Executive Committee.

The [IA name] Executive Committee or any duly authorized representative thereof will not disclose any confidential information included in any tender documents, unless this information is already in the public domain, disclosure is required by law, or agreement is given for its release.

No Contract

The [IA name] Executive Committee or any duly authorized representative thereof shall not be bound contractually, or in any other way, to any tenderer to this Invitation to Tender.

The [IA name] Executive Committee or any duly authorized representative thereof shall not be liable for any costs or compensation in relation with this Invitation to Tender whether or not the [IA name] Executive Committee or any duly authorized representative thereof terminates, varies or suspends the Invitation to Tender procedure or takes any other action affecting the Tender procedure

Execution of Formal Agreement

Nothing in the Invitation to Tender or in the bid shall constitute a contract with the [IA name] Executive Committee or any duly authorized representative thereof The [IA name] Executive Committee or any duly authorized representative thereof reserves the right to amend the final terms and conditions of its agreement with the [IA name] Operating Agent , if these new provisions are mutually acceptable to all parties.

Tender Responses

Consortium Tenderers

A Consortium may submit a bid on the basis that a prime Contractor will solely take full responsibility as Operating Agent. The bid must provide full details of proposed prime Contractor and sub-contractors.

Subcontracts

Tenderers are advised that the Operating Agent is not authorized to subcontract the whole of its obligations as Operating Agent but may, with the prior consent of the [IA name] Executive Committee or any duly authorized representative thereof, subcontract part of its obligations.

In the case where subcontracting is envisaged, tenderers must provide names and addresses (and all other relevant information in relation to specifically part 2 of the Invitation to Tender) of proposed subcontractors and details of their involvement in the work as Operating Agent(s).

Preparation of Bids are made on the basis that each tenderer acknowledges that:

- The tenderers have examined the Invitation to Tender;
- The tenderers recognize that the Invitation to Tender specifies the rights of the [IA name] Executive Committee or any duly authorized representative thereof in respect of the tender procedure
- The tenderers agree that the [IA name] Executive Committee or any duly authorized representative thereof may exercise its rights set out in the Invitation to Tender in respect of the Invitation to Tender procedure;
- The tenderers have sought and examined all necessary information available by making reasonable enquiries to the [IA name] Executive Committee or any duly authorized representative. In lodging their bids, the tenderers did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the [IA name] Executive Committee or any duly authorized representative thereof other than any statement, warranty or representation contained in the Invitation to Tender;
- The tenderers satisfy themselves as to the correctness and sufficiency of their bid;
- The tenderers are responsible for all expenses relating to their involvement in the Invitation to Tender including:
 - preparation and lodgement of bids;
 - any subsequent negotiations; and
 - any other action or response in relation to this Invitation to Tender; and
- The tenderers will comply with the rules set out in this Invitation to Tender.

Should a tenderer find any discrepancy, error or omission in the tender documents, the [IA name] Executive Committee or any duly authorized representative thereof should be notified in writing thereof, on or before the date and time of closing of tenders.

Conflict Of Interest

A tenderer must state in its bid, any circumstances or relationships which constitute or may constitute a conflict or potential conflict of interest in respect to this Invitation to Tender, or in respect to the resulting Operating Agent's contract.

Confidentiality and Freedom of Information

Information forming part of a bid submitted in response to this Invitation to Tender shall be treated as confidential information to the extent requested by the tenderer, and thus protected from disclosure as provided for in the Invitation to Tender.

Tenderers should be aware that all tender materials received from a tenderer will be distributed to all Contracting Parties to [IA name], to the IEA Secretariat and possibly to any hired consultant duly authorized by the [IA name] Executive Committee to represent it.

Assessment of Bids

Evaluation and Selection

Tenderers are advised to provide detailed responses against each element contained in Part 2 hereof. Bids will be assessed based on the selection criteria contained in Part 2 hereof, including but not limited to best value for money. The [IA name] Executive Committee or any duly authorized representative thereof is not obliged to accept the lowest-priced proposal.

The [IA name] Executive Committee or any duly authorized representative thereof reserves the right to set priorities for the weighting of the assessment criteria, and vary those priorities at its absolute discretion.

The [IA name] Executive Committee or any duly authorized representative thereof reserves the right to make available, for evaluation purposes only, a copy of any tenderer's bid or parts thereof to any consultants or third parties.

The [IA name] Executive Committee or any duly authorized representative thereof may conduct inspections of the short listed tenderers' facilities during the Tender evaluation phase, or prior to appointment of the preferred tenderer or shortlist of tenderers, and review the samples sought from the short listed tenderers.

Additionally, the [IA name] Executive Committee or any duly authorized representative thereof may interview key personnel of the proposed Operating Agent and clients for whom the tenderer has previously carried out work, to assess the similarity of that work to that proposed as [IA name] Operating Agent. The [IA name] Executive Committee or any duly authorized representative thereof may accept all, or part of, a bid, or may accept none of the bids.

Clarification of Bids

During evaluation of the bids, the [IA name] Executive Committee or any duly authorized representative thereof reserves the right to seek clarification from and to enter into discussions with any or all of the tenderers in relation to their bids.

The [IA name] Executive Committee or any duly authorized representative thereof may require a tenderer to submit additional information to allow further consideration of its bid before its bid is further considered.

Right to Conduct Security, Probity and Financial Checks

The [IA name] Executive Committee or any duly authorized representative thereof in its absolute

discretion reserves the right to conduct such security, probity and financial checks, on tenderers for the purpose of evaluating responses to this Invitation to Tender or at any other stage of the tendering procedure , as it deems necessary.

Probity Obligations

If a tenderer is found to have made false or misleading claims or statements, or obtains confidential information, the [IA name] Executive Committee or any duly authorized representative thereof reserves the right to reject at any time any bid lodged by or on behalf of the tenderer.

Each tenderer and its officers, employees, agents and consultants must not engage in any collusive tendering in order to avoid anti-competitive conduct or other similar conduct affecting the tender procedure.

Acceptance of Bids Notification of the winning Tenderers

A winning bid will not be deemed to have been accepted until notice in writing is given to the successful tenderer by the [IA name] Executive Committee or any duly authorized representative thereof. Final acceptance of a bid is subject to unanimous approval by the Annex Participants of that Operating Agent and its formal acceptance of the rights and obligations of an Operating Agent as provided for in the [IA name] Implementing Agreement and Annex texts.

Disclosure of Information

No tenderer shall furnish any information, make any statement or issue any document or other written or printed materials concerning the acceptance or refusal of any bid for publication in any of the media without the prior written approval of the [IA name] Executive Committee or any duly authorized representative thereof.

Advice to Unsuccessful Tenderers

The [IA name] Executive Committee or any duly authorized representative thereof will notify each unsuccessful tenderer of the results of the tender no later than a week after unanimous approval by the Annex Participants is reached.

Debriefing for Unsuccessful Tenderers

Unsuccessful tenderers will be offered the opportunity for a debriefing at their request directed to the [IA name] ExCo or any duly authorized representative thereof.

Part 4 Appendix

1. The Strategy Document
2. The [IA name] Implementing Agreement and Annexes
3. [Information on Software related issues]
4. The Operating Agent Declaration

Exhibit V. Request for Proposals

INTERNATIONAL ENERGY AGENCY

[IA Name]

REQUEST FOR PROPOSALS

Introduction

The interim Executive Committee (ExCo) for the International Energy Agency's Implementing Agreement (IA) **[IA Name]** invites qualified organizations to submit proposals to be selected as the secretariat of the ExCo and provide, in that capacity, administrative and information dissemination support services to its members for a period of three years, possibly renewable, if so decided by the ExCo.

The selected organization would commence its activities on **[]**.

[IA Name]

[Describe IA and its work, participation, etc.]

[The expected products of the collaborative work include:

- .]

Overall control and management of the programme is maintained by the ExCo, which not only monitors existing projects but identifies new areas where collaborative effort may be beneficial. The ExCo ensures that all projects fit into the strategy without unnecessary overlap or duplication but with effective liaison and communication. The ExCo evaluates all activities (Annexes, Working Groups, etc).

Executive Committee Secretariat Services

The Secretariat will provide the ExCo with a wide range of administrative and information dissemination services to assist it with the overall management of the IA.

The Secretariat may additionally assist Operating Agents (OA), who are responsible for the management of specific Annexes, and participants in managing individual programme activities. The general functions and the specific tasks to be performed by the Secretariat will be determined by the ExCo before the selected candidate takes its duties as Secretariat.

The Secretariat will work under the supervision of the ExCo and its Chair. The Secretariat will ensure that the Annual Work Plan is carried out within the budget provided by the ExCo. The ExCo will provide task-level direction to the Secretariat. However, the Secretariat is expected to identify and act on emerging needs as they arise and to display initiative in anticipating issues for the ExCo or Chair.

On behalf of the ExCo, the Secretariat will maintain communication links with the IEA Secretariat, the [name of IEA Working Party], other Implementing Agreements and non-participating countries at the direction of the ExCo or as specified in the Secretariat Annual Work Plan. However, in any communications with such outside groups, the Secretariat shall make it clear that it does not replace the ExCo and can make no express or implied commitments for the ExCo with these groups.

Services to be provided by the Secretariat include the following:

EXCO Meeting Support:

- Assist host country and the ExCo Chair with arrangements and communications
- Disseminate meeting documents to participants
- Assist Chair and take minutes during meeting
- Prepare minutes to be distributed to all ExCo members and to the IEA Secretariat, prepare key decisions/actions list and follow up actions

Communications & Co-ordination:

- Between ExCo and IEA Secretariat, e.g. preparation of IA Annual Report, IEA documents, End-of-Term Report
- Disseminate information between ExCo Chair and ExCo members, e.g. questionnaires, written procedures, etc.
- Between other IEA Implementing Agreements or the European Commission, etc
- Respond to inquiries from third parties, e.g. from potential IA participants

Initiation of New Annexes:

- Interface with IEA Office of the Legal Counsel
- Facilitate communications among participants
- Provide administrative support and contribute to experts' meetings & workshops
- Promote Annex participation

Support in relation to Existing Annexes:

- On-going promotion of Annex participation & awareness
- Advice OA on IEA/IA procedures (e.g. Progress, Annual and Final Reports)

Information Dissemination:

- Compile Programme bibliography
- Prepare, update and disseminate promotional material: [list]
- Prepare and disseminate Annex brochures synthesis and summary reports

Other Tasks:

-
- Perform other duties as assigned by the ExCo [list]

The selected candidate will be expected to provide continuity of staff so that an "institutional memory" will reside in the Secretariat. An institutional memory ensures that changes in the ExCo members will not slow down the work of the IA.

Essential Requirements of Proponents

Proponents must meet the following essential requirements to be considered:

- Knowledge of how the IEA IAs operate
- Experience with providing international secretariat services related to science and technology co-operation for IEA or other similar organizations.
- Experience in synthesis and dissemination of technical information.

Proposal's Essential Requirements

The following information, at a minimum, must be provided in the proposal and will be considered in the proposal evaluation:

- a full description of your organization and its qualifications to provide the services required;
- experience with international services for IEA or other similar organizations;
- experience in synthesis and dissemination of technical information;
- a detailed plan of how the organization would provide the services described in the Secretariat Services above, including: details of services, staff complement and expertise, facilities, and linkages (*e.g.* to information sources);
- an itemized annual budget, for each of the tasks specified in the Secretariat Services section above;
- daily rates for meetings, travelling, work outside of the meetings of personnel who may be assigned to the functions of Secretariat; and
- references for the last two years.

There is no specific format for the proposal, however all points indicated above must be discussed. [IA Name] will not be providing proposal preparation costs to submitting entities.

Where and When to Send Proposals

Interested candidates are invited to submit their proposals electronically to [redacted], [Chair of the Review Team] by latest [date/time]. His e-mail address is: [redacted].

Who Can Submit Proposals

This Request for Proposal will be circulated to all ExCo members of participating countries, and proposed ExCo members of countries which have expressed an official interest in joining the IA.

Only proposals from organizations in these countries will be accepted.

How Proposals Will Be Evaluated

[Proposals will be evaluated by a Review Team made up of representatives whose countries will not be participating in the [IA Name]].

The review committee will recommend a suitable proposal to the ExCo of the [IA Name] IA, which will be responsible for the final selection.

Important Considerations for Proposers

Late proposals will not be considered.

[There will be no acknowledgement of receipt and proposals which do not meet the essential requirements will be rejected without notification.]

No additional information, either in writing or verbally, to the present Request for Proposal, will be provided by the ExCo to any potential candidates.

Unsuccessful proponents will not be notified. The name of the selected proponent will be published

in the IEA OPEN Bulletin and on the [IA Name] IA website.

Exhibit W. Model Letter of Change in ExCo Representative

**[Letterhead of Contracting Party/Sponsor informing
of the change of an ExCo Representative]**

Ms Maria van der Hoeven
Executive Director
International Energy Agency
9, rue de la Fédération
75739 Paris Cedex 15
France

[Date]

**Change of Executive Committee representative for [name of Contracting Party OR
name of Sponsor] in the [full name of Implementing Agreement]**

Dear Ms van der Hoeven,

[Name of Contracting Party OR Name of Sponsor] currently participates in the [full name of the Implementing Agreement] (the “[IA Acronym] IA”) and [intends to change/has changed] its Executive Committee [member/alternate member].

[Name of replacement ExCo [alternate] member] will be/has been nominated to replace [name of current/prior ExCo [alternate] member] in this Agreement as of [date].

The details of the new Executive Committee [alternate] representative are as follows:

[Name]
[Title]
[Full contact details, including e-mail]

Sincerely,

[Name]
[Title]
[Full contact details]

cc. **ExCo Chair**

Exhibit X.

Model Letter of Invitation to Proposed Contracting Party

[Letterhead of Implementing Agreement]

[name and address of Prospective Contracting Party]

[date]

Dear [name],

I have the pleasure to inform you that the Executive Committee of [name of Implementing Agreement], at its meeting on [date] in [place] **OR** by written procedure effective on [date], unanimously resolved to invite [country], or any entity it may designate, to join the [name of Implementing Agreement] as a Contracting Party.

In order for [country] to become a Contracting Party to this Implementing Agreement, we ask you to complete the attached letter of acceptance ‘A’, naming the person who will sign the Implementing Agreement and the delegate and alternate delegate to the Executive Committee, as well as the Annex or Annexes in which [country] wishes to participate. *[please note: letter A should correspond to Exhibit H in the Handbook]*. Once this letter is received by the IEA Executive Director, the IEA Legal Office will send a signature page to the named signatory. Participation by [country] in the Implementing Agreement will be effective as of the date of signature.

Alternatively, if [country] intends to designate an entity outside the government to participate in the Implementing Agreement on its behalf, kindly ensure that the government complete the attached letter of acceptance ‘B’ and that the designated entity completes the attached letter of acceptance ‘C’ *[please note: letters B and C should correspond to Exhibits H and I(b) in the Handbook]*. Once these two letters are received by the IEA Executive Director, the IEA Legal Office will send a signature page to the named signatory. Participation by [country] in the Implementing Agreement will be effective as of the date of signature.

Sincerely,

[Name of Chair/Operating Agent]

[Title]

[Full contact details]

Exhibit Y.

Example of a written procedure

[Name of Implementing Agreement]

Written Procedure Relating to [describe decision/s that need to be made]

The Executive Committee members of the [name of Implementing Agreement] are hereby requested to take [a decision/certain decisions] by written procedure regarding [describe decision/s that need to be made].

If no objection is received by [time] on [date], the proposal in this written procedure will be deemed passed. *[Please check the IA legal text to ensure that this is consistent with the voting provisions, e.g. that silence is not considered a negative vote and that the ExCo members are given the necessary time to vote. Often an IA legal text says that they must have at least 21 days to vote. If this timeframe is not respected, the written procedure will not be valid. If the text in relation to written procedures requires votes to be “as in a meeting”, any quorum requirement will need to be satisfied. In many cases, this means votes must be received from more than 50% of members.]*

[The IEA text outlines when a decision requires a unanimous vote. If the decision does require a unanimous vote, the following sentence should be added to the written procedure:] Please note that because the proposed decision[s] below require[s] the unanimous vote of all members of the Executive Committee, if an objection is received, the proposal will not have passed and will need to be discussed at the next Executive Committee meeting on [date].

[If there is more than one decision being made by written procedure, the following sentence should be added:] If a given Executive Committee member opposes one or more of the decisions below, any decisions that that member approves will still be valid.

The Executive Committee members are asked to cast their votes by filling in the ballot below and sending it to [name of Operating Agent/Secretary/Chair], represented by [name], by e-mail: [insert email] or by fax: [insert fax number]. *[ONLY insert the following if it is consistent with the IA text. It must not be used in particular if the the IA text in relation to written procedures requires votes to be “as in a meeting.”] Any member that does not cast its vote will be deemed to have voted in favour of the decisions.*

The results of this written procedure will be communicated to all ExCo members after the deadline set out above and will be recorded in the minutes of the next ExCo meeting on [date].

DECISION/S

Decision 1

[describe the decision that needs to be made]

ExCo member's (or alternate's) name _____ **approves** of this proposed decision.

ExCo member's (or alternate's) name _____ **opposes** this proposed decision *for the following reason [please provide your reason]:*

Decision 2

[describe the decision that needs to be made]

ExCo member's (or alternate's) name _____ **approves** of this proposed decision.

ExCo member's (or alternate's) name _____ **opposes** this proposed decision *for the following reason [please provide your reason]:*