

INTERNATIONAL ENERGY AGENCY  
TECHNOLOGY COLLABORATION PROGRAMME

INDUSTRIAL ENERGY-RELATED  
TECHNOLOGIES AND SYSTEMS

IMPLEMENTING AGREEMENT

(As amended on 8 February 2021)

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# INTERNATIONAL ENERGY AGENCY TECHNOLOGY COLLABORATION PROGRAMME

## INDUSTRIAL ENERGY-RELATED TECHNOLOGIES AND SYSTEMS IMPLEMENTING AGREEMENT

(As amended on 8 February 2021)

### *Preamble*

WHEREAS the governments of International Energy Agency (**IEA**) members agreed in Chapter VII of the Agreement on an International Energy Program, 18 November 1974, as amended, to undertake long term co-operation in the field of energy research and development;

WHEREAS the Contracting Parties have agreed to carry out collaborative activities in the field of Industrial Energy-related Technologies and Systems within the Framework for the Technology Collaboration Programme;

WHEREAS the Governing Board of the IEA approved on 17 June 1994 the establishment of this Implementing Agreement, initially known as the Implementing Agreement for a Co-operative Programme on Process Integration Technologies, as a special activity under Article 65 of the Agreement on an International Energy Program;

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

WHEREAS the Executive Committees of the Implementing Agreement for a Co-operative Programme on Process Integration Technologies, the Implementing Agreement for a Programme of Research, Development and Demonstration on Advanced Energy-Related Technologies for the Pulp and Paper Industry and of the Implementing Agreement for a Programme of Research and Development on Energy Conservation in Heat Transfer and Heat Exchangers agreed to merge the activities conducted through their respective Implementing Agreements under this Implementing Agreement in the interest of raising the awareness of energy efficiency in industry, increasing synergy among the various systems and technologies and strengthening international collaboration in this field;

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

## *Article 1*

### **DEFINITIONS**

- 1.1 *Agency* or *IEA* shall mean the International Energy Agency.
- 1.2 *Annex* shall mean an addendum to this Agreement that is an integral part of this Agreement and sets out the manner, including the financial undertakings and other means of support, by which the activities of a particular Task will be implemented by the Task Participants.
- 1.3 *Common Fund* shall mean a fund established by the Executive Committee or Task Participants to share the costs of implementing this Agreement, or to share the costs of implementing a particular Task.
- 1.4 *Contracting Party* shall mean a Contracting Party as described in the IEA Framework, which has signed and has not withdrawn from, this Agreement.
- 1.5 *Executive Committee* shall mean the committee established pursuant to Article 4 below.
- 1.6 *IEA Framework* shall mean the IEA Framework for the Technology Collaboration Programme adopted by the Governing Board on 6 April 2020. The IEA Framework is attached as Exhibit A to this Agreement and is an integral part thereof.
- 1.7 *Limited Sponsor* shall mean any a Limited Sponsor, as described in the IEA Framework, which has joined, and has not withdrawn from, a Task under this Implementing Agreement.
- 1.8 *Operating Agent* shall mean the Programme Secretariat and any Task Manager that holds a Common Fund on behalf of Task Participants.
- 1.9 *Participant* shall mean any Contracting Party, Sponsor or Limited Sponsor, as described in the IEA Framework, which has signed or acceded to, and has not withdrawn from, this Agreement.
- 1.10 *Programme of Work* shall mean the overall plan of activities to be implemented under this Agreement.
- 1.11 *Programme Secretariat* shall mean the legal entity or the individual designated by the Executive Committee to provide assistance to the Executive Committee in the implementation of this Agreement.
- 1.12 *Sponsor* shall mean a Sponsor, as described in the IEA Framework, which has signed, and has not withdrawn from, this Agreement.
- 1.13 *Task* shall mean any activity or set of activities carried out collaboratively within the scope of this Implementing Agreement and governed by the terms of an Annex.

- 1.14 *Task Manager* shall mean the legal entity or the individual designated by the Executive Committee to manage the implementation of one or more Tasks.
- 1.15 *Task Participant* shall mean those Contracting Parties, Sponsors and Limited Sponsors that have confirmed their participation in a particular Task.

## *Article 2*

### **OBJECTIVE**

2.1 The Participants under this Agreement will carry out co-operative activities regarding industrial energy-related technologies and systems including research, development, demonstration, deployment, technology assessment, and dissemination of information, with the objective of fostering international co-operation and accelerating the research and development activities of all Participants.

2.2 *Co-ordination and Co-operation.* The Participants agree to co-ordinate their internal activities and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to co-operate on joint activities in order to achieve these objectives.

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

## *Article 3*

### **METHOD OF IMPLEMENTATION**

3.1 *Programme of Work.* The Participants may agree by a unanimous vote on a **Programme of Work** for each term outlining the overall plan of activities to be carried out under this Agreement.

- (a) The Executive Committee shall ensure that activities outlined in any Programme of Work are consistent with the objectives outlined in Article 1.
- (b) The Executive Committee may review and update the Programme of Work as needed.

3.2 *Tasks.* The Participants shall implement this Agreement by undertaking one or more **Tasks**. A Task is any activity or set of activities carried out collaboratively within the scope of the objectives outlined in Article 1 and any Programme of Work.

- (a) *Task Participants.* Each Task shall be open to all Participants and must have at least two Contracting Parties at any given time. Each Participant shall confirm its intention to participate in a Task by informing the IEA Office of Legal Counsel

in the manner requested by the IEA. Those Participants that have confirmed their participation in a specific Task are known as the **Task Participants**.

- (b) *Task Selection.* Participants are expected to participate in at least one Task. In general, Participants may select which Tasks they wish to participate in, except that the Executive Committee may decide to make a particular Task (or Tasks) mandatory for all Participants by a unanimous decision.
- (c) *Annexes.* Each Task shall be governed by the terms of an **Annex**, which is an addendum to this Agreement that is an integral part of this Agreement and sets out the manner, including the financial undertakings and other means of support, by which the activities of the particular Task will be implemented by the Task Participants.
- (d) *Initiation of Tasks.* The Executive Committee shall establish procedures for Participants to propose and develop new Tasks, including drafting the Annex. A new Task will be formally initiated once the Executive Committee approves the draft Annex by a unanimous vote.

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

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

3.4 *Partnerships.* The Participants may carry out joint activities with multilateral initiatives involving IEA Member, Accession or Association countries, the IEA Secretariat, other TCPs, and other organisations and initiatives.

- (a) The Executive Committee may by unanimous vote authorise the Chair to enter into Memoranda of Understanding or other non-binding instruments on behalf of the Executive Committee to outline expectations for joint activities with external initiatives, including other TCPs.
- (b) Task Participants may carry out specific joint activities with external initiatives, including other TCPs, consistent with the Programme of Work and the relevant Annex.
- (c) The Executive Committee may designate the IEA Secretariat to act as **Coordinator** for a specific Task, in accordance with Article 9.

## *Article 4*

### **THE EXECUTIVE COMMITTEE**

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

4.2 *Responsibilities.* - The Executive Committee shall:

- (a) adopt by the end of each year, acting by unanimous vote, the budget for the following year for the activities carried out by the Secretary,; the Executive Committee may, as required, make adjustments to the budget as necessary;
- (c) establish by unanimous vote the rights and obligations of Participants under this Agreement, in accordance with the IEA Framework;
- (d) establish by unanimous vote 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 to this Agreement;
- (e) oversee the implementation of Tasks including through approving by unanimous vote the initial text of the Annex for each Task and any amendments to an existing Annex, following and tracking progress of each Task, and approving any final outputs or results;
- (f) make such rules and regulations as may be required for the sound management of this Implementing Agreement and the Tasks, including by adopting procedural and financial rules;
- (g) consider any matters submitted to it by the Programme Secretariat, a Task Manager, a Contracting Party or a Sponsor; and
- (h) carry out the other functions conferred upon it by this Agreement.

4.3 *Membership.* - The Executive Committee shall consist of one representative designated by and representing each Contracting Party and Sponsor. Unless otherwise decided by the Executive Committee, each Contracting Party and Sponsor shall designate one alternate representative to represent it if the primary representative is unable to do so. Each Contracting Party and Sponsor shall inform the IEA Secretariat, the Chair and the Secretary of all designations under this Article.

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

- (a) The Executive Committee shall elect by unanimous vote a Chair and one or more Vice Chairs, each for a term of two years, renewable; only representatives or alternate 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;
- (c) The Executive Committee shall meet in regular sessions, at least once each year; A special meeting may be convened by the Chair upon the request of any Contracting Party, Sponsor or Task Manager that can demonstrate such a need;
- (d) For each meeting, the Executive Committee shall designate a time, location, and format—which may include in-person, hybrid or electronic format;
- (e) At least 28 days before each meeting of the Executive Committee, notice of the venue, time and agenda of the meeting shall be communicated to each representative and to any other person or entity entitled to attend the meeting; any additional documentation shall be transmitted to each representative and to any other person or entity entitled to attend the meeting at least 15 days before the meeting;
- (f) The Secretary shall ensure that the draft minutes, agreed to by the Chair, are distributed promptly after each meeting to each person and entity entitled to attend the meeting, for comments. After circulation, and possible amendments, the draft minutes shall be submitted to the Executive Committee for approval at its following meeting;
- (g) A representative of the IEA may attend meetings of the Executive Committee in an advisory capacity;
- (h) The Executive Committee may agree to invite other individuals or institutions to participate in meetings of the Executive Committee as observers; and
- (i) The quorum for the transaction of business in meetings of the Executive Committee shall be a majority of the Contracting Parties. The quorum for resolutions or decisions of the Executive Committee relating to a Task shall be a majority of the Contracting Parties that participate in that Task.

#### 4.5 *Voting.*

- (a) *Unanimous vote.* When this Agreement expressly requires a unanimous vote for a particular decision or recommendation, the Executive Committee shall act by agreement of each Contracting Party whose representative is present or represented by proxy and voting.
- (b) *Majority vote.* When this Agreement makes no express voting provision for a particular decision or recommendation, the Executive Committee shall act by agreement of a majority of the Contracting Parties.
- (c) *Decisions concerning Tasks.* When the Executive Committee adopts a decision or recommendation concerning a particular Task that the Executive Committee has previously approved, only representatives of Contracting Parties that participate in that Task are entitled to vote.

- (d) *Definition of majority.* For the purposes of this Article, a majority shall mean one-half plus one (rounded down to the nearest whole number).
- (e) *Effect of abstention.* The failure of any representative, or alternate representative in the absence of the representative, to vote at a meeting, in person or by proxy shall be considered an abstention and such abstention shall not block an otherwise unanimous or majority vote.
- (f) *Multiple Contracting Parties.* If a government has designated more than one Contracting Party to this Agreement, the representatives or alternate representatives designated by those Contracting Parties together shall be counted only once for the purposes of calculating quorum and have the right to cast only one vote.
- (g) *Primary and alternate representatives:* When a Contracting Party or Sponsor is entitled to vote, it may exercise only one vote. If both primary and alternative representatives are present, only the vote of the primary representative shall be counted.
- (h) *Proxy Voting.* If a Contracting Party's or a Sponsor's primary and alternate representatives are unable to attend a meeting of the Executive Committee, the representative may grant a proxy to another Executive Committee representative, or may communicate to the Chair by mail, e-mail or other electronic transmission in writing, no later than five 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. The Chair shall (i) communicate the vote(s) received in writing by the absent Executive Committee representative(s) to all other Executive Committee representatives at the relevant meeting and (ii) ensure that such vote(s) is (are) recorded in the minutes of such meeting.
- (i) *Written procedure:*
  - (i) Any decision or recommendation of the Executive Committee may, upon the reasonable request of any Executive Committee representative, be made by written procedure by mail, e-mail or other electronic transmission without the necessity for calling a meeting.
  - (ii) The Chair shall ensure that all Executive Committee representatives (i) receive the necessary documentation in relation to each decision or recommendation, and (ii) a given 14 days to vote from the date of delivery of the written procedure documentation, or any other period as may be determined by the Chair.
  - (iii) Unless otherwise specified in the message beginning a written procedure, a lack of response by an Executive Committee representative will be deemed to be an affirmative vote.
  - (iv) The Chair shall ensure that all representatives are informed of the outcome of each written procedure promptly following the deadline for voting.

4.6 *Limited Sponsors:* Limited Sponsors are not entitled to appoint a representative to the Executive Committee and may not vote on decisions or recommendations of the Executive Committee.

4.7 *Reports.* The Executive Committee shall provide the IEA with the reports and information indicated in Article 8 of the Framework.

## *Article 5*

### **TASK MANAGERS**

5.1 *Designation of Task Managers.* Upon recommendation of Task Participants, the Executive Committee may designate one or more **Task Managers** to perform functions on behalf of the Task Participants in the implementation of a Task.

5.2 *Procedures for Designation and Replacement.* The Executive Committee shall establish procedures for selection, consideration and replacement of Task Managers.

5.3 *Role of the Task Manager.* The Task Manager shall facilitate the activities to be carried out under the relevant Task in accordance with this Agreement and its relevant Annexes, the instructions of Task Participants, and the laws of the country of the Task Manager.

5.4 *Remuneration and Reimbursement of Expenses.* Unless otherwise agreed by Task Participants, the remuneration and the reimbursement of expenses of each Task Manager shall be provided in-kind by one or more Task Participants. Should Task Participants agree to finance these expenses through the use of a Common Fund, Articles 7 and 8 shall apply to that Task Manager.

5.5 *Resignation.* - Each Task Manager shall have the right to resign at any time by giving six (6) months written notice to that effect to the Executive Committee.

5.6 *Information and Reports.* Each Task Manager shall provide to the Executive Committee such information concerning the implementation of the relevant Task as the Executive Committee may request and shall each year submit, not later than two (2) months after the end of the financial year, a report on the status of the implementation of the relevant Task.

## *Article 6*

### **THE PROGRAMME SECRETARIAT**

6.1 *Designation of Secretariat.* – The Executive Committee may designate one or more entities or individuals to serve as the **Programme Secretariat** to perform functions on behalf of the Executive Committee in the implementation of this Agreement.

6.2 *Procedures for Designation and Replacement.* The Executive Committee shall establish procedures for selection, consideration and replacement of the Programme

Secretariat. If the Programme Secretariat is not a Participant in this Agreement, the Programme Secretariat shall accept its specific functions and responsibilities under this Agreement by providing a Notice of Acceptance to the IEA Office of Legal Counsel.

6.3 *Role of the Programme Secretariat.* The Programme Secretariat shall be responsible to the Executive Committee to carry out its designated functions in accordance with this Agreement and any specifications and conditions approved by the Executive Committee.

6.4 *Reimbursement of Costs.* The remuneration and the expenses incurred by the Programme Secretariat in carrying out its designated functions under this Agreement shall be reimbursed from funds made available by the Participants pursuant to Article 8 of this Agreement, subject to the provisions of Article 7 and any financial rules or other decisions of the Executive Committee. .

6.6 *Resignation.* – The Programme Secretariat 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 appointed before the expiry of such period of notice, the current Programme Secretariat shall cease its functions at an earlier date, as may be determined by the Executive Committee. Should a replacement not be appointed by the expiry of such period of notice, the current Programme Secretariat shall continue to perform all its functions, with the same rights and obligations, for an additional maximum period of six (6) months.

6.7 *Information and Reports.* The Programme Secretariat shall provide to the Executive Committee any information concerning the implementation of this Agreement that is requested by the Executive Committee.

## *Article 7*

### **OPERATING AGENTS**

7.1 *Operating Agents.* This Article shall apply to the Programme Secretariat and any Task Managers that holds a Common Fund on behalf of Task Participants. For the purposes of this Article and Article 8, the term, **Operating Agent**, shall include the Programme Secretariat and any such Task Manager.

7.2 *Scope of Authority.* In addition to the roles described above, Operating Agents shall be authorised to:

- (a) perform, on behalf of the Participants or Task Participants, any legal acts required to carry out their designated functions under this Agreement; and
- (b) hold, for the benefit of the Participants or Task Participants, the legal title to all property rights which may accrue to or be acquired in carrying out their designated functions under this Agreement.

7.3 *Financial procedures in event of change of Operating Agent.*

- (a) *Accounting.* Should an Operating Agent be replaced or resign, it shall provide the Executive Committee, no later than 30 days after it ceases its function, with an account of any monies and other assets it may have acquired or collected in carrying out its designated functions for the current year through to its end date.
- (b) *Transfer of Rights.* Once a replacement Operating Agent is designated, the outgoing Operating Agent shall transfer to the replacement Operating Agent any property rights, money and other assets, which it may hold on behalf of the Participants or Task Participants.

#### 7.4 *Liability and insurance.*

- (a) *Liability of Operating Agent:* Each Operating Agent shall use all reasonable skill and care in carrying out its designated functions under this Agreement and shall be responsible for ensuring that its functions are conducted in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property, legal liabilities, claims, actions, costs and expenses arising from or connected to an Operating Agent's functions under this Agreement shall be charged to the budget of this Implementing Agreement or the relevant Task, as appropriate.
- (b) *Insurance:* Each Operating Agent shall obtain sufficient insurance covering its activities under this Agreement and shall report to the Executive Committee regarding the insurance it has obtained. The cost of obtaining and maintaining insurance may be reimbursed pursuant to Articles 5.4 or 6.4 above.
- (c) *Responsibility of Operating Agent:* Each Operating Agent shall be liable, in accordance with the laws of the country in which it resides or is registered, to indemnify Participants or Task 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 the Operating Agent's functions under this Agreement to the extent that they:
  - (i) result from the failure of the Operating Agent to maintain any insurance it is required to maintain under this Article; or
  - (ii) result from the gross negligence or wilful misconduct of the Operating Agent or any of its employees or officers in carrying out its designated functions under this Agreement.

### **Article 8**

#### **FINANCE**

8.1 *Individual Financial Obligations.* Unless otherwise agreed by the Executive Committee, each Participant shall bear its own costs in carrying out the activities under this Agreement and any Tasks in which it participates, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other *per diem* expenses.

8.2 *Common Financial Obligations.* If the Executive Committee wishes to share the costs of implementing this agreement, it shall agree to establish a **Common Fund** by unanimous decision. If Participants in a particular Task wish to share the costs of implementing specific Task activities, the Task Participants may establish a Common Fund by specifying in the terms of the appropriate Annex. The apportionment of contributions to such costs (whether in the form of cash, services rendered, in-kind, intellectual property or the supply of material) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by unanimous vote of the Executive Committee.

8.3 *Contribution to a Common Fund.* Should Participants agree to establish a Common Fund for sharing the costs of implementing this Agreement or for sharing the costs of implementing specific Task activities, any financial contributions due from Participants shall be paid to the appropriate Operating Agent at such times and upon such 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 Task; 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.

8.4 *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.

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

8.4 *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. The Annex Manager shall, however, endeavour to obtain all possible exemptions from such taxes.

8.5 *Audit.* Each Contracting Party and Sponsor 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.

## *Article 9*

### **COORDINATOR**

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

## *Article 10*

### **ADMISSION, PARTICIPATION AND WITHDRAWAL OF PARTICIPANTS**

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

#### 10.2 *Contracting Parties:*

- (a) The Executive Committee may, acting by unanimous vote, invite the government of a country, the European Commission, or an intergovernmental organisation to join this Implementing Agreement as a Contracting Party as described in Article 2.4 of the Framework.
- (b) Following receipt of an invitation, the government of a country may select a **Designated Entity** to act as the Contracting Party on its behalf. A Designated Entity may be any national agency, public organisation, private corporation or other entity. Contracting Parties that are Designated Entities have the same rights and obligations as Contracting Parties that do not select a Designated Entity.
- (c) The Executive Committee shall establish the terms and conditions for the admission, participation and withdrawal of the Contracting Parties in this Implementing Agreement, including their rights and obligations, provided that no Contracting Party will be accorded greater rights than those permitted to Contracting Parties as set out in the Framework
- (d) A Contracting Party's participation shall become effective on the date of its signature to this Implementing Agreement. The Signature Page shall be deposited with the IEA Office of Legal Counsel.
- (e) The government of a country that has selected a Designated Entity to act as the Contracting Party on its behalf may replace the entity with another national agency, public organisation, private corporation or other entity by sending a Notice of Replacement of Designated Entity to the IEA Office of Legal Counsel. The new Designated Entity shall assume the rights and obligations as Contracting Party of the previous Designated Entity effective on the date of its signature to this Implementing Agreement.
- (e) The government of a country that has selected a Designated Entity may replace the entity with another national agency, public organisation, private corporation or other entity by sending a Notice of Replacement of Designated Entity to the IEA Office of Legal Counsel. The new Designated Entity shall assume the rights and obligations as Contracting Party of the previous Designated Entity effective on the date of its signature to this Implementing Agreement.

### 10.3 *Sponsors:*

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

### 10.4 *Limited Sponsors:*

- (a) The Executive Committee may, acting by unanimous vote, invite an entity of an IEA Member, Accession or Association country that is not a Designated Entity to join a Task under this Implementing Agreement as a Limited Sponsor as described in Article 2.6 of the Framework.
- (b) Participation of Limited Sponsors does not require prior approval by the Committee on Energy Research and Technology provided that the Limited Sponsor:
  - (i) does not have the right to appoint a representative to the Executive Committee;
  - (ii) is authorised to participate in only one Task; and
  - (iii) participation is limited to no more than three years.
- (c) The Executive Committee shall establish the terms and conditions for the admission, participation and withdrawal of Limited Sponsors in Tasks under this Implementing Agreement, including their rights and obligations, provided that no Limited Sponsor will be accorded greater rights than those permitted to Limited Sponsors in the IEA Framework.
- (d) A Limited Sponsor's participation shall become effective on the date that it submits a Notice of Sponsorship to the IEA Office of Legal Counsel signalling its intent to be bound by the terms of Limited Sponsorship established by the Executive Committee and the terms of the particular Annex.

## 10.5 *Withdrawal:*

- (a) Any Contracting Party or Sponsor may withdraw from this Agreement according to the following process:
  - (i) The Participant shall submit a Notice of Withdrawal to the Office of Legal Counsel providing 12 months' notice of its withdrawal.
  - (ii) The Participant may, if desired, request permission from the Executive Committee to withdraw at a time prior to the effective date specified in its Notice of Withdrawal.
  - (iii) The Executive Committee should consider the request for early withdrawal at its next meeting or by written procedure. Approval requires a unanimous vote of the Executive Committee.
  - (iv) If approved, the Chair should inform the IEA Office of Legal Counsel of the effective date of the Participant's withdrawal.
- (b) The withdrawal of any Participant under this Article shall not affect the rights and obligations of the other Participants, except that, where the other Participants have contributed to a Common Fund, their proportionate shares in the budget shall be adjusted to take account of such withdrawal.
- (c) The Participant that has given Notice of Withdrawal shall maintain all its rights and obligations, including of financial nature, until the date of effect of its withdrawal.
- (d) Participants may withdraw from a specific Task by informing the IEA Office of Legal Counsel according to procedures stipulated by the Executive Committee. If a Limited Sponsor withdraws from the Task it is participating in according to this procedure, it shall also be deemed as having withdrawn from the Implementing Agreement.

10.6 *Change of Status of Participant.* A Participant other than a government, the European Commission, or an intergovernmental organisation shall notify the Executive Committee and the IEA Office of Legal Counsel of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Participant significantly affects the interests of the other Participants. If the Executive Committee determines that 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 10.5 on a date to be fixed by the Executive Committee; and
- (b) where the Participant is a Designated Entity, the Executive Committee shall invite the government to designate, within a period of three months of the withdrawal, a replacement Designated Entity.

10.7 *Failure to Fulfil Contractual Obligations.* Should any Participant which fails to fulfil its obligations under this Agreement, the Executive Committee shall give that Participant

written notice, specifying the failure and invoking this Article. If, 60 days after its receipt of such notice, the Participant remains in default of its obligations, the Executive Committee (not including the representative of the Participant 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*

### **INFORMATION AND INTELLECTUAL PROPERTY**

11.1 *Information and Intellectual Property.* The Executive Committee shall establish, by unanimous vote, the necessary provisions and procedures relating to the use of proprietary information and intellectual property, including the right to publish information, the licensing of inventions and the copyright of material other than the material referred to in Paragraph 8.2 below.

11.2 *IEA Copyrights.* The Participants understand and agree that the IEA shall retain the rights to all existing work, materials or publications shared with the Participants in connection with this Agreement and that the IEA gives the Participants a license to use such work, materials or publications for purposes connected with this Agreement. Should the Participants wish to use any such work, materials or publications for other purposes not connected with this Agreement, they shall seek the prior written approval of the IEA Secretariat and attribute the IEA as the source of the material in accordance with the IEA's terms and conditions.

11.3 *Copyrights in joint materials.* If the Participants and the IEA carry out collaborative or joint activities that result in the creation of intellectual property rights, the IEA and the Participants, Programme Secretariat or Task Manager, as appropriate, agree to negotiate and agree upon appropriate intellectual property provisions in each case, based on the nature of the activity and the financial or intellectual contribution made by each, and, if necessary, set out the intellectual property provisions in a separate written agreement.

11.4 *IEA Name, Acronym and Logo.* The Participants further understand and agree that the name, acronym and logo of the IEA have been communicated under Article 6ter(3)(b) of the Paris Convention for the Protection of Industrial Property to the States party to the Paris Convention and to members of the World Trade Organization (WTO). None of the Participants, Programme Secretariat, Task Manager, or their agents, representatives and assigns may use the IEA name, acronym or logo without the IEA's prior written approval.

## *Article 12*

### **TERM AND TERMINATION OF THE AGREEMENT**

12.1 *Initial 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.

12.2 *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 Committee on Energy Research and Technology. Any single extension period shall not be greater than five years unless the Committee on Energy Research and Technology otherwise decides, based on exceptional circumstances and sufficient justification.

12.3 *Termination.* The Executive Committee may, upon unanimous vote, terminate this Agreement and any Annexes at any time.

12.4 *Disposition of Assets.* Upon expiration or termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimous vote, shall arrange for the disposition of assets that are held by the Programme Secretariat or a Task Manager on behalf of Participants or Task Participants. Intellectual property held by the Programme Secretariat or a Task Manager for the benefit of Participants or Task Participants shall for this purpose be regarded as assets.

12.5 *Distribution Principles.* Upon termination of a Task, the Executive Committee shall, so far as practicable, allocate the assets and any outstanding expenditures of the Task to the Task Participants in proportion to their respective contributions from the date of their first participation in the Task. Upon termination or expiration of this Agreement, the Executive Committee shall, so far as practicable, allocate the assets and any outstanding expenditures to the Participants in proportion to their respective contributions since the beginning of the current term.

### *Article 13*

#### **GENERAL PROVISIONS**

13.1 *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.

13.2 *Applicable Rules.* This Implementing Agreement is governed by the terms of the **Framework for the Technology Collaboration Programme**, which is attached as Exhibit A. The Framework is an integral part of this Agreement. Where there is any inconsistency between the terms of this Agreement and the Framework, the Framework shall prevail.

13.3 *Settlement of Disputes.* Any dispute among the Participants concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement within 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.

13.4 *Arbitration.* Should the Participants fail to agree upon the choice of the arbitrator, within 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/her decision on a question of fact

shall be final and binding. The Programme Secretariat and any Task Managers that hold a Common Fund on behalf of Task Participants and which is not a Participant shall be regarded as a Participant for the purpose of this Article, where the Programme Secretariat or Task Manager is a party to the dispute.

13.5 *Amendment.* The Executive Committee may amend this Agreement and any of its Annexes upon unanimous vote of all Contracting Parties and Sponsors. All amendments to this Agreement or any of its Annexes shall be integrated into a new electronic version and distributed according to Paragraph 10.7 below.

13.6 *Depository.* The IEA Office of Legal Counsel, acting on behalf of the Executive Director of the IEA, shall serve as depository for the original of this Agreement, together with its Annexes, any amendments, and all membership documentation.

13.7 *Electronic Version.* The IEA Office of Legal Counsel will maintain an electronic version of this Agreement, as amended, and shall distribute it to Participants upon request

Done in Paris, this 2<sup>nd</sup> day of October, 1995

As amended by the Executive Committee on 7 December 2005, 2 October 2006, and 8 February 2021.

**EXHIBIT A**  
**INTERNATIONAL ENERGY AGENCY**  
**FRAMEWORK FOR THE TECHNOLOGY COLLABORATION PROGRAMME**

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

**Article 1**

**Mandate**

- 1.1 In fulfilment of Chapter VII of the Agreement on an International Energy Program and in light of the Shared Goals of the IEA, IEA Member countries may carry out joint and coordinated activities in the field of energy technology as described in this Framework. These activities are organised topically through a set of discrete collaborations, each of which is authorised by the IEA Governing Board as a Special Activity under Article 65 of the Agreement on an International Energy Program. These collaborations are known collectively as the **Technology Collaboration Programme** and individually as **collaborations** or **TCPs**.
- 1.2 The activities of each collaboration may include:
- (a) co-ordination and planning of specific energy technology research, development and deployment studies, works or experiments carried out at a national or international level, with subsequent exchange, joint evaluation and pooling of the scientific and technical results acquired through such activities;
  - (b) participation in the operation of special research or pilot facilities and equipment provided by a participant, or the joint design, construction and operation of such facilities and equipment;
  - (c) exchange of information on (i) national programmes and policies, (ii) scientific and technological developments and (iii) energy legislation, regulations and practices;
  - (d) exchanges of scientists, technicians or other experts;
  - (e) joint development of energy related technologies; and
  - (f) any other energy technology related activity.
- 1.3 Individual collaborations are always open to participation by IEA Members, IEA Accession and Association countries, and the European Commission. Other countries, international organisations, and other entities may also participate as described in this Framework.
- 1.4 Each collaboration shall have an **Executive Committee** responsible for overseeing the activities carried out through the collaboration.

- 1.5 A new collaboration may be established by two or more IEA Member countries subject to approval of the Committee on Energy Research and Technology (CERT) and of the Governing Board.

## **Article 2**

### **Participants**

- 2.1 There are three possible categories of participants in the Technology Collaboration Programmes: **Contracting Parties, Sponsors, and Limited Sponsors.**
- 2.2 All participants are expected to contribute as fully as possible to the achievement of the agreed objectives and endeavour to secure, through public and private support, necessary scientific, technical and financial resources for the programmes and projects carried out by the collaboration.
- 2.3 The Executive Committee shall determine the specific terms and conditions for the admission, participation and withdrawal of Contracting Parties, Sponsors, and Limited Sponsors, including their rights and obligations, subject to the terms of this Article.
- 2.4 Contracting Parties may be
- (a) the government of a country;
  - (b) the European Commission<sup>1</sup>;
  - (c) an intergovernmental organisation; and
  - (d) any national agency, public organisation, private corporation or other entity designated by one of the above to participate on its behalf.
- 2.4.1 Prior approval by the CERT is required before an intergovernmental organisation or a country that is not an IEA Member, Accession, or Association country may join as a Contracting Party, including when designating an entity to participate on its behalf pursuant to 2.4(d). Once a country or intergovernmental organisation has been approved to join one collaboration as a Contracting Party, CERT approval is not required if that country or organisation wishes to join others as a Contracting Party.
- 2.4.2 The CERT will consider an application in the context of a proposal for the country or intergovernmental organisation to join a specific collaboration. The application to CERT should include:

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<sup>1</sup> Either on its own behalf or on behalf of the European Union.

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

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

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

## 2.5 Sponsors may be

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

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

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

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

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

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

## 2.6 Limited Sponsors may be

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

- 2.6.1 Prior approval by CERT is not required provided that any Limited Sponsor
- (a) cannot appoint a representative to the Executive Committee;
  - (b) may participate in only one Task or sub-Task; and
  - (c) may not participate for a period longer than three years.

### **Article 3**

#### **Implementing Agreements**

- 3.1 Each collaboration is organised as a contractual relationship with specific terms laid out in an **Implementing Agreement** signed by all Contracting Parties and Sponsors.
- 3.2 The Implementing Agreement shall include the objectives of the collaboration, a description of activities to be carried out by the collaboration, the conditions for admission, participation, and withdrawal of participants, and other terms necessary for the proper functioning of the collaboration.
- 3.3 In addition to activities carried out under the direct supervision of the Executive Committee, some or all of the participants may choose to execute specific projects or activities—usually known as **Tasks**—by adopting an **Annex** to the Implementing Agreement. When adopted, an Annex becomes part of the Implementing Agreement, but it is binding only on the participants that choose to join the particular Annex.
- 3.4 Unless the CERT otherwise agrees, based on exceptional circumstance and sufficient justification, Implementing Agreements shall be for an initial term of up to, but no more than, five years.
- 3.5 An Implementing Agreement may be extended for such additional periods as may be determined by its Executive Committee, subject to approval of the CERT. Any single extension period shall not be greater than five years unless the CERT otherwise decides, based on exceptional circumstances and sufficient justification.
- 3.6 Notwithstanding this Article, should the duration of the programme of work of an Annex exceed the term of the Implementing Agreement to which it relates, the CERT shall not unreasonably withhold approval to extend the Implementing Agreement for such additional period to permit the conclusion of the work then being conducted under the Annex.
- 3.7 The text of each Implementing Agreement may be amended upon the unanimous consent of the Executive Committee.

**Article 4**  
**Executive Committee**

- 4.1 Each collaboration shall have an Executive Committee composed of representatives from each Contracting Party and Sponsor.
- 4.2 Each Executive Committee shall elect a Chair and, if desired, one or more Vice-Chairs. Only representatives from Contracting Parties shall be eligible to serve as Chair or Vice-Chair.
- 4.3 Each Executive Committee shall:
  - 4.3.1 approve the programme activities and the annual programme of work and budget for the collaboration;
  - 4.3.2 establish the terms of the contribution for scientific and technical information, know-how and studies, manpower, capital investment or other forms of financing to be provided by each participant;
  - 4.3.3 oversee the work carried out in each individual Task or Annex;
  - 4.3.4 establish the necessary provisions on information and intellectual property and ensure the protection of IEA copyrights, logos and other intellectual property rights as established by the IEA;
  - 4.3.5 assign the responsibility for the operational management of the programme or project to an entity accountable to the Executive Committee;
  - 4.3.6 establish the initial term of the Implementing Agreement and its Annexes;
  - 4.3.7 approve amendments to the text of the Implementing Agreement and Annexes; and
  - 4.3.8 invite a representative of the IEA Secretariat to its meetings in an advisory capacity and, sufficiently in advance of the meeting, provide the Secretariat with all documentation made available to the Executive Committee members for purposes of the meeting.

## **Article 5**

### **Interaction with the IEA**

- 5.1 The CERT and the IEA Secretariat seek to provide strategic direction and ongoing input to assist the collaborations in carrying out their work programmes. Where appropriate, collaborations are encouraged to work closely with the IEA Secretariat to ensure close coordination between the work of the collaborations and that of the IEA Secretariat.
- 5.2 Under certain circumstances, it may be mutually desirable for the IEA Secretariat to have a deeper role in facilitating the work of the participants in a particular collaboration. Where appropriate, the IEA Secretariat may act as **Coordinator** for a specific Task upon the invitation of the Executive Committee and subject to terms and conditions necessary to conform to the IEA's governance structures, rules, regulations, policies, and procedures, and subject to the availability of funds and resources.

## **Article 6**

### **Partnerships**

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

## **Article 7**

### **Copyright**

- 7.1 Notwithstanding the use of the IEA name in the title of Implementing Agreements, the Executive Committee or the entity responsible for the operational management of the programme or project may use the name, acronym and emblem of the IEA as notified to the World Intellectual Property Organisation (WIPO) only upon prior written authorisation of the IEA and solely for the purposes of executing the Implementing Agreements.
- 7.2 The IEA shall retain the copyright to all IEA deliverables and published or unpublished IEA material. Collaborations wishing to use, copy or print such IEA deliverables and/or material shall submit a prior written request of authorisation to the IEA.

**Article 8**  
**Reports to the IEA**

- 8.1 Each Executive Committee shall submit to the IEA:
- 8.1.1 as soon as such events occur, notifications of any admissions and withdrawals of Contracting Parties, Sponsors and Limited Sponsors, any new partnerships with external initiatives, any changes in the names or status of Contracting Parties, Sponsors or Limited Sponsors, any changes in the Members of the Executive Committee or of the entity responsible for the operational management of the programme or project, or any amendments to an Implementing Agreement and any Annex thereto;
  - 8.1.2 annual reports in the format requested on the progress of programmes and projects under the collaboration including its Tasks/Annexes, including any changes over the course of the year with respect to participation of Contracting Parties, Sponsors, and Limited Sponsors and any new partnerships with external initiatives; and
  - 8.1.3 upon request, the following information:
    - (a) the names and contact details of all Contracting Parties, Sponsors, and Limited Sponsors;
    - (b) the names and contact details of Executive Committee members and the entity responsible for the operational management of the programme or project;
    - (c) operational details of the programme, including required financial contributions and management structure; and
    - (d) any other non-proprietary information as may be requested by the IEA in connection with the IEA's mandate;
  - 8.1.4 End of Term Reports and such other documentation requested for the purpose of evaluating a request for extension of term of an Implementing Agreement.