

Attachment i1 (revised)

Agenda item 3

ETSAP Executive Committee, July 8, 2005

ETSAP - ENERGY TECHNOLOGY SYSTEMS ANALYSIS PROGRAMME Implementing Agreement of the INTERNATIONAL ENERGY AGENCY – IEA/AIE

MINUTES OF THE EXECUTIVE COMMITTEE MEETING

*Held in Florence (Italy, Residence Palazzo Ricasoli, , Centro Convegni
Via Mantellate 2,) on November 26, 2004 (9:00 – 12:30)*

Participants

Country representatives

Ms. Anne Fierens	Belgium
Mr. Hertsel Labib	Canada
Mr. GianCarlo Tosato (Project Head)	Italy
Mr. Koen Smekens	The Netherlands
Mr. Audun Fidje	Norway
Mr. Socrates Kypreos	Switzerland
Mr. Tanay Sidki Uyar	Turkey
Mr. Peter Taylor (Deputy Chair)	United Kingdom

“Stand-ins”

Mr. Antti Lehtila, for Ms. Raija Pikku-Pyhalto	Finland
Mr. Markus Blesl, for Alfred Voss	Germany
Mr. GianCarlo Tosato, for Mr. George Giannakidis	Greece
Mr. Osamu Sato, for Mr. Mutsuo Nishioka (Deputy Chair)	Japan
Mr. Young Gu Park, for Jong-Whan Noh	Korea
Mr. Erik Ahlgren, for Ms. Eva Centeno Lopez	Sweden
Mr. Carmen Difiglio, for Mr. Brain Unruh	United States

Guests

Ms. Helena Bozic	Hungary
Mr. John Conti	US-EIA
Mr. Dolf Gielen	IEA Secretariat, ETSAP Desk Officer
Mr. Gary Goldstein	ETSAP, Primary System Coordinator
Mr. Mark Howells	South Africa
Mr. Heejung Kang	Korea
Mr. Amit Kanudia	India / Canada
Mr. Evasio Lavagno,	Operating Agent, Italy
Mr. Richard Loulou	Canada
Mr. Sam Morris	ETSAP News, Editor
Mr. Ken Noble	Australia
Mr. Uwe Remme	IER, Stuttgart, Germany
Mr. Fridtjof Unander	IEA Secretariat, ETSAP Desk Officer
Ms. Denise Van Regemorter	KU Leuven, Belgium

Opening

The Chair of ETSAP, Mr. Hertsel Labib, opened the meeting at 9.00.

1. Quorum Count

The chair ascertained that there was a quorum.

2. Agenda

The Agenda was adopted, as follows:

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- 1. Quorum Count**
 - 2. Adoption of the agenda**
 - 3. Adoption of the minutes of the Executive Committee held in Paris, June 25, 2004 (Attachment H1)**
 - 4. IEA/ETSAP Implementing Agreement:**
 - 4.1 - Communication from the Secretariat, including the proposal to amend the text of the Implementing Agreement (Attachment H4)
 - 4.2 - Contracting parties update
 - 4.3 - Report of the Workshop
 - 5. Annex VIII (Exploring Energy Technologies Perspectives):**
 - 5.1 - Updates
 - 5.2 - Adoption of the new rules for the distribution of ETSAP tools (Attachment H2)
 - 5.3 - Approval of a 7-month extension without additional costs.
 - 6. Annex IX (Energy Models Users' Group)**
 - 6.1 - Updates
 - 6.2 - Approval of a 7-month extension without additional costs.
 - 7. Adoption of the draft text of Annex X (2005-7) (Attachment H3)**
 - 8. Other business:**
 - 8.1 - Communication of the Chairperson
 - 8.2 - Next IEW joint workshop: Kyoto (Japan) July 4-8 (promoted by Prof. Kaya)
 - 8.3 - Annex IX Technical conference, hosted by Taiwan EPA, Taipei, March 2005
 - 8.4 - Others

Attachments:

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| H1 | Draft Minutes of the previous Executive Committee, held in Paris, Friday, June 25, 2004 |
| H2 | New rules for the distribution of ETSAP tools |
| H3 | Draft Annex X: Global Energy Systems and Common Analyses |
| H4 | Letter from the Director of the Office of Energy Technology and R&D of the IEA |
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3. Adoption of the minutes

The Executive Committee approved the minutes of the previous Executive Committee, held in Paris, Friday, June 25, 2004, as attachment H1.

4. IEA/ETSAP Implementing Agreement

4.1 Communication from the Secretariat

Mr. Unander, IEA desk officer of ETSAP, informed that from January 1st, 2005, Mr. Neil Hirst, will be the new Director of the Energy Technology and R&D Office at the International Energy Agency (IEA/ETO). Furthermore the Energy Efficiency Division merged with the Environment Division and now will report to the Long Term Co-operation and Policy Analysis (IEA/LTO).

Mr. Unander illustrated the content of the letter that Ms. Marianne Haug, Director of IEA/ETO, has sent to ETSAP officials (November 11, 2004; see Attachment H4). It informed that the Secretariat and the European Commission had agreed legal language by which the Framework for International Energy Technology Co-operation, (“the Framework”), adopted by the IEA Governing Board on 3 April 2003, can be incorporated in all the Implementing Agreements in which the Commission or EURATOM participates, and which the Commission has advised the Secretariat it can accept.

The Executive Committee adopted by unanimity the new text (see attachment H6).

4.2 Contracting parties update

The Chair informed that ABARE, the ETSAP contracting party for Australia, had withdrawn from ETSAP. Considering the absence in the most recent years of the contracting parties from Austria, Spain and Denmark, the Project Head suggested sending to the Delegations of these countries a letter inviting them to designate new contracting parties. The Executive Committee asked the Chair to send such letters. In absence of constructive answers, at next Executive Committee meeting these countries will be officially considered withdrawn from ETSAP.

The Executive Committee will welcome the active participation of Turkey to ETSAP.

4.3 Report of the Workshop

The delegates expressed their satisfaction for the workshop, for the quality of the work presented and for the continuous flow of new proposals on modelling and energy systems analyses. Several experts and responsible of local planning attended the side event on the use of ETSAP tools for national and local energy environment planning in Italy; they expressed interest to make a larger use of ETSAP tools.

5. Annex VIII: Exploring Energy Technologies Perspectives

5.1 Updates

The delegates expressed satisfaction for:

- the participation of ETSAP to the study n.22 on “Climate Policy Scenarios for Stabilisation and Transition” of the Energy Modelling Forum, for the first time as a group; who wants to contribute to the common effort, were invited to contact Richard Loulou;
- the ongoing effort to cooperate with IIASA on MESSAGE, with the Boston branch of the Stockholm Environmental Institute on LEAP, and with Lawrence Berkeley National Laboratory on technology databases;
- the progress in the use of the TIMES model generator, including the preparation of the first complete users’ guide, and of VEDA front end;

5.2 Adoption of the new rules for the distribution of ETSAP tools

After long discussion, the Executive Committee decided by unanimity to change the rules governing the distribution of the MARKAL and TIMES codes, to abolish the R&D fee and to distribute them free of charge on request. The Executive Committee decided by unanimity that the new rules would enter into force provisionally for one year on January 01, 2005, would be posted at www.etsap.org/tools, and will be made permanent at the fall 2005 Executive Committee meeting, if the experience is positive.

5.3 Approval of a 7-month extension without additional costs.

The Project Head proposed to extend the validity of Annex VIII till after next Executive Committee meeting (to be held in Kyoto, July 8, 2005), in order to give more time to the contracting parties to send the letter of intent to join Annex X (see below, point 7) to the Executive Director of the IEA.

The Executive Committee approved by unanimity the 7-month extension, and adopted by unanimity the corresponding amendment of Annex VIII (article 10: Time Schedule).

6. Annex IX: Energy Models Users' Group

6.1 Updates

The Taiwanese Environmental Protection Administration (TEPA) has given an update on the preparatory work for the Annex IX Technical Meeting to be held in Taipei (April 4-7, 2005). Detailed information is posted at www.etsap.org, which is linked to the conference web site.

The delegates express their satisfaction for the increasing number of ETSAP tools users that recently has increased to more than 120 in more than 50 nations.

6.2 Approval of a 7-month extension without additional costs.

In order to simplify the final reporting, the Project Head suggested to extend the validity of Annex IX too, till next Executive Committee meeting (to be held in Kyoto, July 8, 2005).

The Executive Committee approved by unanimity the 7-month extension, and adopted by unanimity the corresponding amendment of Annex IX (article 5: Time Schedule).

7. Adoption of the draft text of Annex X (2005-7)

The Project Head illustrated the new draft of Annex X etc. (2005-7) (Attachment H3). The title, Global Energy Systems and Common Analyses (GESCA), and the sub-title, Climate friendly, Secure and Productive Energy Systems, reflect the main objectives of the new common task, which are:

- to implement and make use of a global multi-regional ETSAP TIMES,
- to establish tighter collaborations with other major energy modelling groups (most notably the EMF, IIASA and SEI-Tellus), and
- to advance continually the state-of-the-art with respect to integrated energy/economic/environmental modelling.

In view of the budget difficulties of some participants, it is proposed to reduce slightly the yearly fee to 20k€.

The Executive Committee adopted the text by unanimity.

The delegates of most Annex VIII participants expressed their interest to joining Annex X.

8. Other business:

8.1 Communication of the Chairperson

The Chair read a letter sent by Mr. Tosato (see attachment H5), who resigns from office on request of the Leadership of the European Fusion Development Agreement (EFDA), where he serves as responsible for Socio-Economic studies till October 15, 2005.

By unanimity the delegates supported the proposal of the Chair and authorised him to ask the EFDA leadership that Mr. Tosato is permitted to continue serving as ETSAP project head.

8.2 Next IEW joint workshop

The Executive Committee approved the venue and the date of next ETSAP semi-annual workshop, carried out jointly with the International Energy Workshop, and Executive Committee meeting, to be held in Kyoto (Japan) during the week July 4-8 (promoted by Prof. Kaya).

8.3 Annex IX Technical conference

The Executive Committee approved the support to the Annex IX technical conference, hosted by Taiwan Environment Protection Administration, to be held in Taipei (The Grand Hotel), on April 4-7 2005.

8.4 Others

No other points were discussed.

The Executive Committee Meeting ended at 12:30.



EFDA

**European Fusion Development Agreement
Close Support Unit - Garching**

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Date: Oct. 25, 2004
Our ref.: XXXX

copy: Prof. Minh Quang TRAN

Subject: ETSAP Annex VIII

Dear Hertsel,

A few days ago my secondment agreement from ENEA to EFDA CSU Garching has been extended to October 15, 2005. I will continue to be the responsible officer for Socio - Economic studies for another year.

As requested by the EFDA Leader, I resign from ETSAP Annex VIII Project Head. However I'll continue to support the Operating Agent with my experience of senior analyst.

Best regards

GianCarlo Tosato

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT FOR A PROGRAMME OF ENERGY TECHNOLOGY SYSTEMS ANALYSIS

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments of International Energy Agency ("Agency") Countries, governments of other countries invited by the Governing Board of the Agency to be Contracting Parties, international organizations or parties designated by their respective governments, wish to take part in the establishment and operation of a Programme of Energy Technology Systems Analysis (the "Programme") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments of Agency Countries and the governments of Agency Countries which have designated Contracting Parties (referred to collectively as the "Governments") have agreed in Article 41 of the Agreement on an International Energy Program (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including energy research and development, on overall energy systems analysis and general studies in which field the Programme will be carried out;

CONSIDERING that in the Governing Board of the Agency on 21st October 1980, the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of thermal energy research and development;

HAVE AGREED as follows:

Article 1

OBJECTIVES

(a) *Scope of Activity.* The Programme to be carried out by the Contracting Parties within the framework of this Agreement shall consist of co-operative energy technology systems analysis.

(b) *Method of Implementation.* The Contracting Parties shall implement the Programme by undertaking one or more tasks (the "Task" or "Tasks") each of which will be open to participation by two or more Contracting Parties as provided in Article 2 hereof. The Contracting Parties, which participate in a particular Task, are, for the purposes of that Task, referred to in this Agreement as "Participants".

(c) *Task Co-ordination and Co-operation.* The Contracting Parties shall co-operate in co-ordinating the work of the various Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the various Tasks with the objective of advancing the activities of all Contracting Parties in the field of energy technology systems analysis.

Article 2

IDENTIFICATION AND INITIATION OF TASKS

(a) *Identification.* The Tasks undertaken by Participants are identified in the Annexes to this Agreement. At the time of signing this Agreement, each Contracting Party shall confirm its intention to participate in one or more Tasks by giving the Executive Director of the Agency a Notice of Participation in the relevant Annex or Annexes and the Operating Agent for each Task shall give the Executive Director of the Agency a

Notice of Acceptance of the Task Annex. Thereafter, each Task shall be carried out in accordance with the procedures set forth in Articles 2 to 11 hereof, unless otherwise specifically provided in the applicable Annex.

(b) *Initiation of Additional Tasks.* Additional Tasks may be initiated by any Contracting Party according to the following procedures:

- (1) A Contracting Party wishing to initiate a new Task shall present to one or more Contracting Parties for approval a draft Annex, similar in form to the Annexes attached hereto, containing a description of the scope of work and conditions of the Task proposed to be performed;
- (2) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for approval by the Executive Committee pursuant to Article 3 (e) (2) hereof; the approved draft Annex shall become part of this Agreement; Notice of Participation in the Task by Contracting Parties and acceptance by the Operating Agent shall be communicated to the Executive Director in the manner provided in paragraph (a) above;
- (3) In carrying out the various Tasks, Participants shall co-ordinate their activities in order to avoid duplication of activities.

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

Article 3

THE EXECUTIVE COMMITTEE

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

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

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

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

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

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

- (2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of each Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;
- (3) The Executive Committee shall meet in regular session twice each year; a special meeting shall be convened upon the request of any Contracting Party, which can demonstrate the need therefor;
- (4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;
- (5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;
- (6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction) provided that any action relating to a particular Task shall require a quorum as aforesaid of members or alternate members designated by the Participants in that Task.

(e) *Voting.*

- (1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Task, the Executive Committee shall act:
 - (i) When unanimity is required under this Agreement: by agreement of those members or alternate members, which were designated by the Participants in that Task and which are present and voting;
 - (ii) When no express voting provision is made in this Agreement: by majority vote of those members or alternate members, which were designated by the Participants in that Task and which are present and voting.
- (2) In all other cases in which this Agreement expressly requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting, and in respect of all other decisions and recommendations for which no express voting provision is made in this Agreement, the Executive Committee shall act by a majority vote of the members or alternate members present and voting. If a government has designated more than one Contracting Party to this agreement, those Contracting Parties may cast only one vote under this paragraph.
- (3) The decisions and recommendations referred to in sub-paragraphs (1) and (2) above may, with the agreement of each member or alternate member entitled to act thereon, be made by mail, telefax, telex, cable or other electronic means, without the necessity of calling a meeting. Such action shall be taken by unanimity or majority of such members as in a meeting. The Chairman of the Executive Committee shall ensure that all members are informed of each decision or recommendation made pursuant to this sub-paragraph.

(f) *Reports.* The Executive Committee shall, at least semi-annually, provide the Agency and the Committee on Energy Research and Development with periodic reports on the progress of the Programme.

Article 4

THE OPERATING AGENTS

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

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

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

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

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

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

(e) *Resignation.* An Operating Agent shall have the right to resign at any time, by giving six months written notice to that effect to the Executive Committee, provided that:

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

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

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

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

Article 5

ADMINISTRATION AND STAFF

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

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

Article 6

FINANCE

(a) *Individual Obligations.* Each Contracting Party shall bear the costs it incurs in carrying out this Agreement, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out on the respective Tasks, unless provision is made for such costs to be reimbursed from common funds as provided in paragraph (g) below.

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

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

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

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

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

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

(f) *Programme of Work and Budget, Keeping of Accounts.* Should Participants agree to maintain common funds for the payment of obligations under a Programme of Work and Budget of the Task, the following provisions shall be applicable unless the Executive Committee, acting by unanimity, decides otherwise:

- (1) The financial year of the Task shall correspond to the financial year of the Operating Agent;
 - (2) The Operating Agent shall each year prepare and submit to the Executive Committee for approval a draft Programme of Work and Budget, together with an indicative Programme of Work and Budget for the following year, not later than three months before the beginning of each financial year;
 - (3) The Operating Agent shall maintain complete, separate financial records, which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Task;
 - (4) Not later than three months after the close of each financial year the Operating Agent shall submit to auditors selected by the Executive Committee for audit the annual accounts maintained for the Task; upon completion of the annual audit, the Operating Agent shall present the accounts together with the auditors' report to the Executive Committee for approval;
- (5) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the Task;
- (6) Where provided in the relevant Annex, a Participant supplying services, materials or intellectual property to the Task shall be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution (or to compensation, if the value of such services, materials or intellectual property exceeds the amount of the Participant's contribution); such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all payroll-related costs.
- (g) *Contribution to Common Funds.* Should Participants agree to establish common funds under the annual Programme of Work and Budget for a Task, any financial contributions due from Participants in a Task shall be paid to the Operating Agent in the currency of the country of the Operating Agent at such times and upon such other conditions as the Executive Committee, acting by unanimity, shall determine, provided however that:
- (1) Contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget for the Task;
 - (2) The Operating Agent shall be under no obligation to carry out any work on the Task until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.
- (h) *Ancillary Services.* Ancillary services may, as agreed between the Executive Committee and the Operating Agent, be provided by that Operating Agent for the operation of a Task and the cost of such services, including overheads connected therewith, may be met from budgeted funds of that Task.
- (i) *Taxes.* The Operating Agent shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with a Task, as expenditure incurred in the operation of that Task under the Budget; the Operating Agent shall, however, endeavour to obtain all possible exemptions from such taxes.
- (j) *Audit.* Each Participant shall have the right, at its sole cost, to audit the accounts of any work in a Task for which common funds are maintained, on the following terms:
- (1) The Operating Agent shall provide the other Participants with an opportunity to participate in such audits on a cost-shared basis;
 - (2) Accounts and records relating to activities of the Operating Agent other than those conducted for the Task shall be excluded from such audit, but if the Participant concerned requires verification of charges to the Budget representing services rendered to the Task by the

Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Operating Agent;

- (3) Not more than one such audit shall be required in any financial year;
- (4) Any such audit shall be carried out by not more than three representatives of the Participants.

Article 7

INFORMATION AND INTELLECTUAL PROPERTY

It is expected that for each Task agreed to pursuant to this Agreement, the applicable Annex will contain information and intellectual property provisions. The General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November 1975, shall be taken into account in developing such provisions.

Article 8

LEGAL RESPONSIBILITY AND INSURANCE

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

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

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

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

Article 9

LEGISLATIVE PROVISIONS

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

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

constitution, laws and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

(c) *Decisions of Agency Governing Board.* Notwithstanding Article 7 of the Framework for International Energy Technology Co-operation, adopted by the IEA Governing Board on 3 April, 2003, the Framework shall apply, and be an integral Part of, this Agreement from November 26, 2004. A copy of the Framework is attached as Exhibit A to this Implementing Agreement.”

(d) *Settlement of Disputes.* Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties concerned. Operating Agents, which are not Contracting Parties, shall be regarded as Contracting Parties for the purpose of this paragraph.

Article 10

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: OECD Member Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any OECD Member Country (or a national agency, public organization, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement, accepts the rights and obligations of a Contracting Party, and is accepted for participation in at least one Task by the Participants in that Task, acting by unanimity. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and its giving Notice of Participation in one or more Annexes and the adoption of any consequential amendments thereto.

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

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

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

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

(f) *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights

and obligations of a Contracting Party as provided in paragraph (a) above and in accordance with the procedure provided therein.

(g) *Withdrawal.* Any Contracting Party may withdraw from this Agreement or from any Task either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than one year after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties; except that, where the other Contracting Parties have contributed to common funds for a Task, their proportionate shares in the Task Budget shall be adjusted to take account of such withdrawal.

(h) *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

- (1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph (g) above on a date to be fixed by the Executive Committee; and
- (2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement and gives the Executive Director of the Agency a Notice of Participation in one or more Annexes.

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

Article 11

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall remain in force for an initial period of two years and, thereafter, may be extended for additional periods not greater than five years as may be determined by the Executive Committee, acting by unanimity and subject to the approval of the Committee for Energy Research and Technology (CERT) of the Agency. The Executive Committee, acting by unanimity, may terminate this Agreement at any time.

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

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

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

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

Done in Paris, this 13th day of November 1980.

As amended by the Executive Committee, held in Paris on 10 October 2001.

As amended by the Executive Committee by written procedure on March 15, 2004.

As further amended by the Executive Committee, held in Florence on 26 November 2004.

<u>Contracting Parties</u>	<u>Date of Signature</u>
Energieverwertungsagentur (Austria)	19.12.80.
The Department of National Development and Energy (Australia) succeeded by the Australian Bureau of Agriculture and Resource Economics (ABARE)	13.11.80.
The Government of Belgium	08.09.81.
The Department of Energy, Mines and Resources (Canada) succeeded by the Department of Natural Resources	07.07.82.
The Ministry of Energy (Denmark), replaced by the Ministry of Environment and Energy, Danish Energy Agency, then by the Ministry of Economy and Business Affairs, Danish Energy Authority	04.12.80.
The Commission of the European Communities	11.01.82.
The National Technology Agency of Finland (TEKES)	09.01.02
Kernforschungsanlage Jülich GmbH (Germany) name changed to Forschungszentrum Jülich GmbH, replaced by the Institute for Energy Economics and Rational Use of Energy (IER) of the University of Stuttgart	13.11.80. 12.05.97.
The Scientific Research and Technology Service of the Ministry of Coordination (Greece)	01.12.80.
The National Board for Science and Technology (Ireland)	17.07.81.
The Ente Nazionale Idrocarburi (Italy) replaced on 17.05.01 by Ente per la Nuove Tecnologie l'Energia e l'Ambiente (ENEA)	13.11.80.
The Korea Institute of Energy Research (KIER)*	15.05.96.
The Government of Japan	17.09.81.
The Stichting Energieonderzoek Centrum Nederland (ECN) (Netherlands)	02.04.82.
The Royal Ministry of Petroleum and Energy (Norway) (name changed to the Royal Norwegian Ministry of Industry and Energy, then reverted back to the Royal Norwegian Ministry of Petroleum and Energy)	13.11.80.
The Centro de Estudios de la Energia (Spain)	13.11.80.
The Energy Research and Development Commission (Sweden) (subsequently succeeded by the Energy Research Commission then by the Swedish National Board for Industrial and Technical Development (NUTEK) and later by the Swedish Energy Agency)	18.11.80.
The Office Fédéral de l'Energie (Switzerland) (replaced by the Paul Scherrer Institute)	01.04.81. 19.12.91.
The Kocaeli University (Turkey)	22. 3.96.
The Secretary of State for Energy (United Kingdom) (succeeded by the Secretary of State for Trade and Industry)	09.06.81.
The United States Department of Energy (replaced by The Government of the United States of America; then again by the United States Department of Energy)	13.11.80.

EXHIBIT A**IEA FRAMEWORK FOR INTERNATIONAL ENERGY TECHNOLOGY CO-OPERATION****I. General Principles****Article 1*****Mandate***

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

Article 2***Nature of Implementing Agreements***

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

II. Rules Applicable to IEA Implementing Agreements**Article 3*****Participation, Admission and Withdrawal***

- 3.1 An Implementing Agreement can be established by two or more IEA Member countries subject to approval of the Committee on Energy Research and Technology (CERT) and of the Governing

Board. There are two possible categories of participants in Implementing Agreements: Contracting Parties and Sponsors.

3.2 Contracting Parties may be

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

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

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

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

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

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

3.3 Sponsors may be

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

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

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

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

- (b) provide the CERT with a copy of the terms and conditions of the applicant's participation in the Implementing Agreement; and
 - (c) provide the CERT with a letter from the applicant expressing the applicant's desire to join the Implementing Agreement and specifying which Annexes it wishes to join; its acceptance of the terms and conditions of the Implementing Agreement; and the name of the entity that will sign the Implementing Agreement.
- 3.3.3 The terms and conditions for the admission, participation and withdrawal of Sponsors, including rights and obligations, in Implementing Agreements and their Annexes, if any, shall be established by the Executive Committee of each Implementing Agreement.
- 3.3.4 Notwithstanding Article 3.3.3, no Sponsor shall have greater rights or benefits than Contracting Parties from OECD non-member countries and no Sponsor shall be designated Chair or Vice-chair of an Implementing Agreement.
- 3.3.5 The CERT shall have the right to not approve participation of a Sponsor if the terms and conditions of such participation do not comply with this Framework, any Decisions of the CERT or the Governing Board and the Shared Goals of the IEA.

Article 4 *Specific Provisions*

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

all documentation made available to the Executive Committee members for purposes of the meeting.

Article 5
Copyright

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

Article 6
Reports to the IEA

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

Article 7
Effective Date

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