



Agence internationale de l'énergie (AIE) de l'OCDE, à Paris, Programmes de recherche

Vu la proposition du DFTCE du 3 mars 1993

Vu les résultats de la procédure de co-rapport, il est

décidé:

1. Le Conseil fédéral a pris connaissance du rapport du Département fédéral des transports, des communications et de l'énergie sur les nouveaux projets de l'Agence internationale de l'énergie et décide de la participation de la Suisse à:
 - l'Accord d'exécution pour la coopération en matière de technologies & programmes de véhicules électriques, et à un projet de cet accord :
 - Projet 6: Design de véhicules électriques légers.
 - l'Accord d'exécution pour la coopération en matière de technologies & programmes de gestion de la demande d'énergie, et à deux projets de cet accord:
 - Projet 1: Banque de données internationale en matière de gestion de la demande.
 - Projet 4: Développement de méthodes améliorées pour l'intégration des options de gestion de la demande dans la planification des ressources.
 - l'Accord d'exécution pour un programme de coopération en matière de systèmes photovoltaïques de puissance, et à un projet de cet accord:
 - Projet 2: Fonctionnement & design de systèmes et sous-systèmes photovoltaïques
 - l'Accord d'exécution pour un programme de coopération en matière de technologies relatives aux gaz à effets de serre résultant de l'utilisation des combustibles fossiles, et à un projet de cet accord
 - Projet 1: Evaluation des options technologiques



- 2 -

- un projet de l'Accord d'exécution pour l'établissement d'un centre AIE d'information en matière d'analyse et de dissémination de technologies énergétiques démontrées (CADDET):
Projet 2: Énergies renouvelables
2. Le Chef de la Délégation suisse près l'OCDE, à Paris est autorisé à signer les quatre Accords d'exécution mentionnés au point 1.
 3. L'Office fédéral de l'énergie est habilité à annoncer la participation de la Suisse aux six projets de l'Agence internationale de l'énergie mentionnés au point 1.

Pour extrait conforme:

Marcus Müller

Protokollauszug an:				
<input checked="" type="checkbox"/> ohne / <input type="checkbox"/> mit Beilage				
z.V.	z.K.	Dep.	Anz.	Akten
	x	EDA	10	-
	✓	EDI	5	-
	x	EJPD	5	-
		EMD		
	x	EFD	7	-
	x	EVD	5	-
x		EVED	15	-
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	x	EFK	2	-
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Zusammenfassung des Antrags

Internationale Energie-Agentur (IEA) der OECD in Paris, Forschungsprogramme

Beantragt wird die Teilnahme der Schweiz an sechs neuen Forschungsprojekten der Internationalen Energie-Agentur. Diese Projekte dauern zwischen ein und fünf Jahren. Die Kosten zu Lasten des Kredits "Forschung" des Bundesamtes für Energiewirtschaft betragen Fr. 390'000. -- pro Jahr. Seit 1985 hat der Bundesrat schon achtmal eine Beteiligung an internationalen Forschungsprojekten der IEA beschlossen.

Die Projekte betreffen Elektromobile, das Management der Energie-Nachfrage, Photovoltaik-Kraftwerke, Treibhausgase und Pilot- und Demonstrationsprojekte für erneuerbare Energien. Die schweizerische Beteiligung wird für das Projekt der Elektromobile durch das BEW wahrgenommen, für das Energie-Nachfrage-Management durch den VSE, für das 500-kW-Solarkraftwerk Mont-Soleil durch das Konsortium PHALK, für das Kohlendioxid durch Asea Brown Boveri und für die Pilot- und Demonstrationsprojekte durch INFO-ENERGIE.

Eine Attraktivitätssteigerung der Elektromobile zum Zweck der Reduzierung der Luftverschmutzung in den Agglomerationen erfordert eine Verbesserung des Designs der Elektromobile in Leichtbauweise. Man muss sie sicherer machen, die Vorteile neuartiger leichter Materialien ausnützen, besser angepasste Antriebs- und Energiespeichersysteme fördern und kostenoptimierte Baumethoden entwickeln. Dieses Projekt entspringt einer schweizerischen Initiative.

Das Energie-Nachfrage-Management soll rentable Investitionen in die rationelle Energienutzung fördern. Zu diesem Zweck müssen Massnahmen entwickelt werden, um die unterschiedlichen Entscheidungskriterien zwischen Angebot und Nachfrage bei Investitionen zu beeinflussen. Dazu ist eine internationale Datenbank zu schaffen.

Photovoltaische Zellen sind eine gut geeignete Technologie für die dezentralisierte Elektrizitätsproduktion. Sie kann jedoch auch für Kraftwerke genutzt werden, deren Konzeption aber noch verbessert werden muss.

Die rationelle Energienutzung, welche die Emission der Treibhausgase an der Quelle begrenzt, ist sicher die beste Lösung zur Eindämmung der vermuteten klimatischen Folgen dieser Emissionen. Die Behandlung dieser Gase, die Reduktion ihrer Emission und ihre Kontrolle erfordern Technologien, die zweifelsohne für die schweizerische Industrie interessant sind.

Das Informationszentrum CADDET ist seit fünf Jahren in Betrieb. Es fördert bewährte Technologien zur rationellen Energienutzung. Neu wird CADDET auch über die technische Anwendung der erneuerbaren Energien informieren. In der Schweiz nimmt INFOENERGIE die Aufgabe als nationaler Partner von CADDET wahr. INFOENERGIE ist die Informationsstelle des Bundes und der Kantone mit Niederlassungen in Bellinzona, Brugg-Windisch, Colombier und Tänikon.

Résumé de la proposition

Agence internationale de l'énergie (AIE) de l'OCDE, à Paris, Programmes de recherche

La Suisse se propose de participer à un groupe de six nouveaux projets de recherche menés sous l'égide de l'Agence internationale de l'énergie (AIE). La durée de ces projets va de un à cinq ans. Le coût à la charge du crédit "Recherche" de l'Office fédéral de l'énergie, OFEN est de Fr. 390'000,- par an. Depuis 1985 déjà, le Conseil fédéral a décidé, à huit reprises, de participer à des projets AIE.

Les projets actuels concernent les voitures électriques, la gestion de la demande d'énergie, les systèmes photovoltaïques de puissance, les gaz à effet de serre et les projets pilotes et de démonstration des énergies renouvelables. La participation suisse sera assurée par des activités de l'OFEN pour la promotion des véhicules électriques, du programme de l'UCS de gestion de la demande d'énergie, du programme du consortium PHALK sur la centrale photovoltaïque de 500 kW au Mont-Soleil, du programme d'Asea Brown Boveri sur le dioxyde de carbone et par INFOÉNERGIE pour les projets pilotes et de démonstration.

Rendre attractive la voiture électrique afin de réduire la pollution de l'air dans les agglomérations exige l'amélioration du design des électromobiles de construction légère. Il faut les rendre plus sûres, profiter des avantages des matériaux légers modernes, favoriser les systèmes de propulsion et de stockage d'énergie les mieux adaptés, et lancer des méthodes de construction au coût optimal. Ce projet est une initiative suisse.

La gestion de la demande d'énergie vise à promouvoir les investissements rentables dans le secteur de l'utilisation rationnelle de l'énergie. Pour ce faire, il est nécessaire de développer les moyens pour aplanir la différence d'appréciation intervenant dans les décisions d'investissement entre l'offre et la demande et de créer une banque de données internationale.

Les cellules photovoltaïques représentent une technologie adéquate pour la production décentralisée d'électricité. Elles peuvent aussi être utilisées pour des centrales, dont la conception doit encore être améliorée.

L'utilisation rationnelle de l'énergie qui limite à la source les émissions de gaz à effet de serre lors de l'utilisation des combustibles fossiles est certes la meilleure solution pour limiter les conséquences climatiques supposées de ces émissions. Cependant, la gestion de ces gaz, leur réduction et leur contrôle impliquent des technologies qui peuvent indiscutablement profiter à l'industrie suisse.

Le Centre d'information CADDET fonctionne depuis cinq ans. Il est un instrument de promotion très actif pour l'introduction systématique des technologies énergétiques démontrées dans le domaine de l'utilisation rationnelle de l'énergie. Ces activités viennent d'être élargies aux techniques d'utilisation des énergies renouvelables. Pour la Suisse, ce projet est un soutien essentiel, dans l'accomplissement de sa tâche, au centre d'information de la Confédération et des cantons; INFOÉNERGIE a des antennes à Bellinzone, Brugg-Windisch, Colombier et Tänikon,



EIDGENÖSSISCHES VERKEHRS- UND ENERGIEWIRTSCHAFTSDEPARTEMENT
 DEPARTEMENT FEDERAL DES TRANSPORTS, DES COMMUNICATIONS ET DE L'ENERGIE
 DIPARTIMENTO FEDERALE DEI TRASPORTI, DELLE COMUNICAZIONI E DELLE ENERGIE
 DEPARTAMENT FEDERAL DA TRAFFIC ED ENERGIA

3003 Berne, le 3 mars 1993

Au Conseil fédéral

Agence internationale de l'énergie (AIE) de l'OCDE, à Paris, Programmes de recherche

Participation de la Suisse à :

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 Projet 2: Énergies renouvelables

1. Généralités

L'article 16, alinéa 3, lettre a, LR (loi sur la recherche) autorise le Conseil fédéral à conclure de sa propre compétence, dans les limites des crédits ouverts, des accords de coopération scientifique internationale, tels que les Accords d'exécution des programmes de Recherche & Développement (R&D) de l'Agence internationale de l'énergie, AIE. Etant donné que le budget ordinaire est décidé par l'Assemblée fédérale sur une base annuelle, il faut encore relever ici que les Accords d'exécution AIE prévoient le retrait des parties contractantes soit par une annonce de retrait, avec 12 mois d'avance, au Directeur exécutif de l'Agence, soit, plus rapidement, par décision unanime du Comité exécutif du programme concerné qui se réunit, lui, deux fois par an.

Dans sa décision du 18 avril 1984, le Conseil fédéral a chargé le DFTCE de prévoir, dès 1985, un accroissement limité du soutien à la recherche énergétique. Ce soutien s'adresse, entre autres, aux travaux de recherche dont les résultats sont susceptibles d'être intégrés aux programmes du cadre AIE ainsi qu'à leur analyse et diffusion. **La décision d'internationaliser un projet reste cependant de la compétence exclusive du Conseil fédéral.** Le 6 novembre 1985, le 10 septembre 1986, le 21 septembre 1987, le 29 juin 1988, le 23 août 1989, le 28 mars 1990, le 21 juin 1991 et le 28 février 1992 le Conseil fédéral a déjà décidé de la participation de la Suisse à huit groupes de projets AIE, financés de la sorte.

La participation aux projets de ce neuvième groupe sera principalement financée par des organisations privées. Reste à la charge de la Confédération un montant de l'ordre de Fr. 390'000.- par an pour une période de 5 ans, montant qui a été porté au budget prévu à cet effet à l'Office fédéral de l'énergie. La participation officielle de la Suisse à ces projets n'attend plus que l'autorisation du Conseil fédéral.

Le tableau en annexe donne la vue d'ensemble des programmes de R&D de l'AIE. Ce tableau indique, par programme, la liste des projets avec participation suisse, la date de la décision du Conseil fédéral d'adhérer, ainsi que le statut actuel. L'effort entrepris par l'Office fédéral de l'énergie pour la diffusion et la mise en pratique des nouvelles techniques énergétiques porte bien sûr, aussi, sur les résultats de ces projets.

2. Coopération en matière de technologies & programmes de véhicules électriques

Suite à l'intérêt accru manifesté ces dernières années dans les pays membres de l'AIE pour les technologies permettant de réduire la pollution de l'air imputable au trafic routier, un nouvel accord de coopération en matière de véhicules électrique a vu le jour. La Suisse a participé dès le début à sa préparation; elle doit maintenant décider de son adhésion formelle à l'accord ainsi que de sa participation à un projet.

La Suisse s'intéresse au projet 6 sur le "Design de véhicules électriques légers". Ce projet traite: *a)* des stratégies pour l'amélioration de la sécurité offerte par les électromobiles de construction légère; *b)* des techniques d'intégration, pour chaque composant, de matériaux légers modernes; *c)* des systèmes de propulsion et de stockage d'énergie les mieux adaptés; *d)* des coûts effectifs des diverses options et de leurs avantages au point de vue de la sécurité; *e)* des méthodes de production au coût minimal. Ce projet a été proposé par la Suisse; elle se verra vraisemblablement confier le rôle d'Agent exécutif. La durée prévue est de 5 ans. Notre participation à ce projet sera assurée par les Ecoles techniques supérieures, les Ecoles polytechniques fédérales et les organisations privées concernées. La Confédération participera à son financement par l'entremise des programmes de promotion "Véhicules électriques" de l'OFEN. Les coûts à la charge de la Confédération ont été budgétés à Fr.250'000,- par an, pour les 5 prochaines années, et seront à la charge du crédit "Programmes de Promotion & DIANE" de l'OFEN.

3. Coopération en matière de technologies & programmes de gestion de la demande

Suite à l'avènement d'une politique d'utilisation plus rationnelle de l'énergie sur la base de l'article constitutionnel, un poids nouveau est maintenant mis sur les mesures relatives à la demande. Cela se manifeste aussi bien dans le programme ÉNERGIE 2000 que dans les préoccupations des producteurs et distributeurs d'électricité. Alors qu'au cours de la dernière décennie, diverses techniques pour le contrôle de la puissance appelée ont été introduites avec succès, le domaine de l'utilisation est resté

négligé. En Amérique du Nord et dans les pays scandinaves, de nouveaux dispositifs ont été mis en place pour aider au succès des investissements dans les mesures touchant la demande. Certaines de ces mesures - par exemple la remise à tarif réduit d'équipements peu gourmands d'énergie - ont déjà été mises à l'essai par certains distributeurs d'électricité suisses. L'organisation faîtière de la branche - l'Union suisse des centrales d'électricité, UCS/VSE - a manifesté son intérêt en créant un groupe de travail "Gestion de la demande". L'UCS se montre prête à participer au programme AIE et à échanger son expérience avec les entreprises des autres pays participants.

Dans un premier temps, la Suisse participera aux projets 1: "Banque de données internationale" et 4: "Développement de méthodes améliorées pour l'intégration des options du côté de la demande à la planification des ressources".

L'UCS et ses membres assumeront les coûts de leur participation; une participation de la Confédération par l'intermédiaire de ses programmes de démonstration est à l'étude. Représentant la Suisse au Comité exécutif du programme, l'OFEN aura la possibilité d'influencer la direction du programme et sera informé des résultats de la coopération. Les coûts à la charge du crédit "Recherche" de l'OFEN seront de Fr. 75'000,- par an pour les trois prochaines années.

4. Programme de coopération en matière de systèmes photovoltaïques de puissance

Les cellules solaires, si elles représentent une technologie permettant une production décentralisée d'électricité, peuvent aussi être regroupées en centrales, telles l'installation de 500 kW du Mont-Soleil. Les FMB/BKW, au nom du Consortium PHALK, ont exprimé le désir de participer à ce nouveau programme AIE et en particulier au projet 2: "Fonctionnement & design de systèmes et sous-systèmes photovoltaïques". Elles se sont déclarées prêtes à couvrir les frais de la participation suisse à ce projet, jusqu'à un solde de Fr. 5'000,- par an, à la charge du crédit "Recherche" de l'OFEN. Le projet durera 5 ans. Représentant la Suisse au Comité exécutif du

programme, l'OFEN aura la possibilité d'influencer la direction du programme et sera informé des résultats de la coopération.

5. Programme de coopération en matière de technologies relatives aux gaz à effet de serre résultant de l'utilisation des combustibles fossiles

Suite aux inquiétudes liées aux conséquences climatiques supposées des émissions de gaz à effet de serre lors de l'utilisation énergétique des combustibles fossiles, le besoin d'une collaboration internationale dans ce domaine s'est manifesté et s'est concrétisé par un programme de coopération. Celui-ci vise à évaluer les technologies pour la réduction, le contrôle, l'utilisation et la gestion du dioxyde de carbone et des autres gaz à effet de serre résultant de l'utilisation des combustibles fossiles.

Bien que l'utilisation rationnelle de l'énergie - conformément à l'article constitutionnel sur l'énergie - soit le moyen idéal pour limiter à la source de telles émissions, la maison ABB à Baden a exprimé le désir de pouvoir participer, à ses frais, au projet I de ce programme. Ce projet durera jusqu'à mi-1994; il s'intitule: "Evaluation des options technologiques". L'évaluation considérera la faisabilité technique et économique, la performance technique, les bénéfices environnementaux et les impacts technologiques, avec une estimation des impacts économiques.

Afin de permettre à la maison ABB de suivre sans délais les travaux des groupes d'experts et à la Confédération d'obtenir l'information y relative, les coûts de participation pour 1992 ont été pris en charge par le crédit "Recherche" de l'OFEN, soit environ Fr. 10'000.-. Tous les autres coûts qu'entraîne la participation suisse sont à la charge de la maison ABB à Baden. Représentant la Suisse au Comité exécutif du programme, l'OFEN aura la possibilité d'influencer la direction du programme et sera informé des résultats de la coopération.

6. CADDET : Centre AIE d'information en matière d'analyse et de diffusion de technologies énergétiques démontrées

Le 26 juin 1988, le Conseil fédéral a décidé de la participation de la Suisse à ce programme d'information de l'AIE, programme au lancement duquel la Suisse avait très activement contribué.

Alors que dans un premier temps l'effort a été concentré sur les technologies démontrées permettant la promotion de l'utilisation rationnelle de l'énergie dans les bâtiments, le transport et l'industrie, le projet 2 "Énergies renouvelables", d'une durée de cinq ans vise à l'extension des activités du Centre aux technologies démontrées dans le domaine de l'utilisation de l'énergie solaire et autres énergies renouvelables. L'infrastructure de cette nouvelle activité de CADDET sera installée à Harwell (Royaume-Uni) et l'Agent exécutif en sera l'organisation ETSU.

En Suisse, INFOÉNERGIE, le centre d'information et de documentation de la Confédération et des Cantons (à Bellinzone, Brugg-Windisch, Colombier et Tänikon) a été désigné pour assurer le contact. La participation suisse aux coûts de fonctionnement de "CADDET Énergies renouvelables" sont de 50'000 fr par an, qui seront à la charge du crédit "Installations P + D" de l'OFEN. Représentant la Suisse au Comité exécutif du programme, l'OFEN a la possibilité d'influencer la direction du programme.

7. Base juridique

Les Accords d'exécution et les annexes à des accords d'exécution AIE qui font l'objet de cette proposition se rapportent à des projets de recherche énergétique au sens de la loi sur la recherche (RS 420.1). Les investigations scientifiques prévues vont de la recherche appliquée à l'analyse et à la diffusion vers un public aussi large que possible des résultats relatifs à des procédés énergétiques innovateurs. Elles ne servent pas des buts commerciaux à court terme, c'est-à-dire qu'il ne s'agit aucunement de développement de produits. C'est pourquoi le Conseil fédéral peut passer les accords internationaux proposés avec l'AIE en s'appuyant sur l'article 16, 3e alinéa, lettre a de la loi. Il a déjà fait usage de cette même compétence pour décider de la participation de la Suisse à 51 autres projets de recherche de l'AIE.

8. Conséquences financières et répercussions sur l'effectif du personnel

La majeure partie des coûts de participation étant assumée par des organismes privés, le budget global à la charge de la Confédération pour ces projets s'élève à Fr. 390'000.-- par an pour une période de 5 ans. Il faut y ajouter les frais de participation aux réunions des Comités exécutifs. Comme ces projets sont déjà intégrés aux programmes ordinaires de recherche et d'encouragement de l'OFEN, la participation n'exige aucune modification du budget et elle n'influence pas l'effectif du personnel de la Confédération.

9. Résultats de la consultation préalable

Le groupe de coordination de la recherche énergétique de l'administration fédérale (CREDA), les offices fédéraux de l'éducation et de la science, des questions conjoncturelles, des affaires économiques extérieures, de la justice, de l'environnement, des forêts et du paysage, l'administration fédérale des finances et la Direction du droit international public approuvent la présente proposition.

10. Proposition

Nous vous proposons d'approuver le projet de décision ci-joint.

DÉPARTEMENT FÉDÉRAL DES TRANSPORTS,
DES COMMUNICATIONS ET DE L'ÉNERGIE


Adolf Ogi

Agence internationale de l'énergie (AIE) de l'OCDE, à Paris, Programmes de recherche

Vu la proposition du DFTCE du 3 mars 1993

Vu les résultats de la procédure de co-rapport, il est

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Pour extrait conforme:

Annexes

- Projet de décision du Conseil fédéral
- Vue d'ensemble des Programmes de R&D de l'AIE avec participation suisse
- Annexe (jointe à l'original):
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Projet 2: Énergies renouvelables

Pour co-rapport à :

- DFAE
- DFI (CEPF)
- DFJP
- DFF
- DFEP

Extrait du procès-verbal à :

- DFTCE (OFEN) 10 ex.
- DFAE (DDIP)
- DFI (OFES, CEPF)
- DFJP (OFJ)
- DFF (AFF)
- DFEP (OFAEE)

<u>VUE D'ENSEMBLE DES PROGRAMMES DE R & D DE L'AIE</u>			
<u>Programme</u>	<u>Projets avec participation CH</u>	<u>Décision</u>	<u>Statut</u>
GROUPE: "TECHNOLOGIES POUR L'UTILISATION FINALE DE L'ÉNERGIE"			
1. Bâtiment	I. Charge thermique III. Mesures d'économie d'énergie dans les bâtiments IV. Bilan énergétique d'un immeuble commercial V. Centre d'information sur les échanges d'air VIII. Comportement/aération IX. Echange d'air minimum X. Simulation de systèmes XI. Méthodes de contrôle de la consommation d'énergie XII. Systèmes de fenêtres XIII. Gestion énergétique hôpitaux XVIII. Ventilation à la carte XX. Aérolique dans les bâtiments XXI. Calcul de la performance énergétique des bâtiments XXIII. Modélisation échanges d'air interzones XXIV. Thermodynamique de l'isolation des bâtiments XXV. Optimisation du contrôle de l'équipement XXVI. Ventilation des grands locaux	21.02.78 11.07.79 11.07.79 11.07.79 06.11.85 25.02.81 29.06.83 29.06.83 29.06.83 06.11.85 23.08.89 29.06.88 28.03.90 28.02.92 28.02.92 28.02.92 28.02.92	Terminé Terminé Terminé En cours Terminé Terminé Terminé Terminé Terminé Terminé Terminé En cours *En cours En cours En cours En cours En cours En cours *En cours
2. Pompes à chaleur avancées	I. Etude commune VIII. Stockage dans le sol avec PAC IX. Applications industrielles à haute température XII. Modélisation PAC à compression XIV. Transport dans systèmes à sorption XVI. "Heat Pump Centre" XVII. Nouveaux réfrigérants XX. Sécurité de réfrigérants	02.10.78 10.09.86 10.09.86 10.09.86 10.09.86 28.02.92 28.08.90 10.06.91	Terminé En cours En cours En cours Retrait En cours En cours En cours
3. Phénomènes de combustion	I. Processus de combustion	23.08.89	En cours
4. Utilisation échelonnée	I. Etude commune	21.02.78	Terminé
5. Transfert et échange de chaleur	I. Systèmes à grande surface II. Optimisation du système III. Vibrations des échangeurs	21.02.78 20.10.82 21.02.78	Terminé Terminé Terminé

6. Stockage d'énergie	I. Grands systèmes de stockage de chaleur III. SPEOS, Dorigny IV. Stockage d'eau chaude à court terme VI. Aspects environnementaux	14.09.78 20.10.82 10.09.86 21.09.87	Terminé * Terminé Terminé Terminé
7. Piles à combustible avancées	II. Piles céramiques au gaz naturel III. Piles polymères au méthanol	28.03.90 23.08.89	* En cours En cours
8. Véhicules électriques	VI. Design de modèles légers	Ouverte	* Nouveau
9. Gestion de la demande d'énergie	I. Banque de données internationale IV. Intégration au planing des ressources	Ouverte Ouverte	Nouveau Nouveau
10. Analyse de système de techniques énergétiques	I. Etude commune (MARKAL) II. Echange d'information III. International Forum for Energy Environmental Studies (FEEST)	25.02.81 30.05.84 21.09.87	Terminé Terminé Terminé
11. Centre pour l'analyse et la dissémination des technologies énergétiques démontrées	CADDET (Center for the Analysis and Dissemination of Demonstrated Energy Technologies) I. Utilisation rationnelle de l'énergie II. Energies renouvelables	29.06.88 Ouverte	En cours Nouveau
12. Banque de données sur les techniques énergétiques	I. ETDE Energy Technology Data Exchange	23.08.89	En cours
13. Evaluation de la supraconductivité à haute température	I. Impact sur l'économie électrique	28.03.90	En cours
Groupe: "Energies renouvelables"			
14. Hot Dry Rock	I. Etude commune	06.10.77	Terminé
15. Chauffage et réfrigération solaire	I. Performances de différents systèmes II. Coordination de la R&D sur les composants III. Tests de performance de capteurs et de systèmes IV. Guide de l'ensoleillement V. Etudes météorologiques VI. Systèmes à capteurs évacués VII. Centrales de chauffage avec accumulation saisonnière VIII. Architecture solaire pour l'habitat IX. Rayonnement et pyranométrie X. Nouveaux matériaux	24.02.77 24.02.77 24.02.77 24.02.77 24.02.77 29.04.80 29.04.80 29.06.83 29.06.83 06.11.85	Terminé Retrait Terminé Terminé Terminé Terminé Terminé Terminé En cours En cours

	XI. Architecture solaire pour bâtiments non-résidentiels XII. Applications solaires aux bâtiments XIII. Architecture basse énergie XIV. Systèmes actifs avancés XV. Centrales de chauffage solaire XVI. Applications photovoltaïques à l'architecture solaire XVII. Radiations et systèmes solaires XVIII. Vitrages avancés XIX. Systèmes de chauffage à air XX. Rénovation solaire des bâtiments	06.11.85 23.08.89 23.08.89 23.08.89 23.08.89 23.08.89 10.06.91 10.06.91 28.02.92 28.02.92	* En cours En cours En cours En cours En cours En cours En cours En cours * En cours En cours
16. Petites centrales solaires	1. SSPS Almeria 2. Supplément 3. Amendement (10.09.85) I. Entretien installation II. Amélioration des systèmes III. Chaudière haute température IV. Stockage de chaleur à haute température V. Fuels solaires et autres applications VI. Explorations en héliochimie	06.10.77 09.05.79 10.09.86 10.09.86 10.09.86 10.09.86 10.09.86 10.09.86	Terminé Terminé Terminé Terminé Terminé Terminé Terminé * Terminé
17. Centre d'information technique sur la biomasse	I. Centre d'information en Irlande	09.05.79	Terminé
18. Bioénergie (anciennement: Energie du bois)	I. Elaboration de projets VI. Ressources de la forêt conventionnelle VII. Procédés avancés de conversion IX. Production biomasse ligneuse X. Utilisation de la biomasse	29.04.80 23.08.89 23.08.89 10.06.91 10.06.91	Terminé En cours En cours En cours En cours
19. Conversion de l'énergie éolienne	VIII. Systèmes décentralisés	06.11.85	Terminé
20. Production d'hydrogène à partir de l'eau	I. Procédés thermochimiques III. Etude commune VI. Electrolyse photocatalytique VII. Transport et stockage VIII. Evaluation technicoéconomique IX. Procédés thermochimique, électrolytique et photocatalytique	06.10.77 09.05.79 12.11.80 30.05.84 21.09.87 23.08.89	Retrait Terminé Terminé Terminé Terminé En cours
21. Energie héliothermique et héliochimique	II. Héliochimie III. Technologies héliothermique et héliochimique	28.02.92 28.02.92	En cours * En cours
22. Systèmes photovoltaïques de puissance	II. Performances opérationnelles et design	Ouverte	Nouveau

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR CO-OPERATION ON
ELECTRIC VEHICLE
TECHNOLOGIES AND PROGRAMMES

GROUPE: "ENERGIES FOSSILES"			
23. Combustion sur lit fluidisé	I.	Combustion sur lit fluidisé à pression atmosphérique	29.04.80 Terminé
24. Gaz à effet de serre	I.	Evaluation des options technologiques	Ouverte Nouveau
GROUPE: "ENERGIE DE LA FUSION"			
25. Aimants supra-conducteurs	I.	Large Coil Task (LCT)	30.08.78 Terminé
26. Interactions plasma-paroi	I.	TEXTOR	02.10.78 Terminé
27. Dégâts dus au rayonnement dans matériaux	II.	Expériences	20.10.82 En cours
GROUPE: "SÉCURITÉ DES RÉACTEURS NUCLÉAIRES"			
28. Echange d'information technique sur la sécurité des réacteurs		Echange d'information	20.05.76 Terminé
	LOFT	Loss of Fluid Test	09.05.79 Terminé
	HSST	Heavy Section Steel Technology	09.05.79 Terminé
	HDR	Heiss Dampf Reaktor	29.06.93 Terminé
29. OECD-LOFT	I.	Essais destructifs	19.06.83 Terminé

Note

* = La Suisse est l'Agent exécutif du projet

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT

FOR CO-OPERATION ON

ELECTRIC VEHICLE TECHNOLOGIES AND PROGRAMMES

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR CO-OPERATION ON
ELECTRIC VEHICLE TECHNOLOGIES AND PROGRAMMES

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments of International Energy Agency ("Agency") countries or parties designated by their respective governments, wish to take part in the establishment and operation of a Co-operative Programme on Electric Vehicle Technologies and Programmes (the "Programme") as provided in this Agreement, and to hold open to non-Members of the Agency or their designees the opportunity to participate in the Programme as Associate Contracting Parties;

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 and agreed in Chapter IV of the Long-Term Co-operation Program, adopted by the Governing Board of the Agency on 30th January, 1976, to undertake co-operative activities including jointly financed programmes and projects in energy research and development;

CONSIDERING that the Governing Board of the Agency on _____ approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that numerous proposals for international co-operation were set forth at the International Conference on the Urban Electric Vehicle which the Agency sponsored in Stockholm, Sweden on 25th-27th May 1992;

CONSIDERING the growing participation in events sponsored by the World Electric Vehicle Association and its constituent bodies, most recently the Eleventh Electric Vehicle Symposium held in Florence, Italy on 27th-30th September 1992;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of 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 research, development, demonstration, analysis and information exchange related to electric vehicles (EVs). Components of the Programme shall include information exchange on EV technologies and programmes, assessment of EV impacts on energy and the environment, development of EV testing methods, exploration of the potential for internationally compatible EV infrastructure, research and development of advanced batteries and components for EVs, and design of light-weight EVs. Care shall be taken to coordinate the Programme with related efforts by governments, manufacturers, utilities, standard-setting organisations, Citelec, and the World Electric Vehicle Association and its constituent bodies to ensure that the work undertaken has the greatest possible impact. By means of the co-operative activity envisioned, Participants hope to help electric vehicle technologies reach their full market potential, with attendant advantages for diversification of energy supplies and environmental protection.

(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 Task and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the Tasks with the objective of advancing the state of understanding of all Contracting Parties in the field of electric vehicles.

Article 2

IDENTIFICATION AND INITIATION OF TASKS

(a) *Initial Tasks.* The Contracting Parties identified in the Annexes hereto at the time of their respective signatures are the initial Participants in the Tasks established in those Annexes. Notice of Participation in those Tasks by other Contracting Parties shall be communicated to the Executive Director of the Agency.

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

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- (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 Annex or 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 adoption by the Executive Committee pursuant to Article 3(e)(2) hereof; the adopted draft Annex shall become part of this Agreement;
- (3) A Contracting Party shall become a Participant in each Task for which the Participant is identified in the applicable Annex when the Annex is adopted. A Contracting Party identified as the Operating Agent in an Annex when adopted shall be deemed to have accepted the designation as Operating Agent for that Annex. Notice of Participation in the Task by other Contracting Parties and Notice of Acceptance by other Operating Agents shall be communicated to the Executive Director;
- (4) 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 two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work and Budget;

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- (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;
- (4) Notify the IEA Secretariat of the intention to invite to any workshop, conference or similar event under the Programme any Participant or representative from any country not a member of the Agency, written notice of such intention to be given sufficiently in advance of the event to permit appropriate consultations and approval action to be taken within the Agency; and
- (5) 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 procedure:

- (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;
- (3) 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;
- (4) The Executive Committee shall meet in regular session not less than twice each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;
- (5) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;
- (6) 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;
- (7) 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;

- (8) The Executive Committee shall ensure that minutes of each meeting are distributed promptly after the meeting to each person or entity entitled to attend the meeting.

(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 unanimous 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 unanimous 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.
- (3) If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties together may cast only one vote under this paragraph.
- (4) 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 means of electronic transmission without the necessity for 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, by 31st January each year, provide the Agency with 30 copies of reports containing technically substantive, non-proprietary information on the progress of the Programme and its results.

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) *Specific Responsibilities.* The Operating Agent for each Annex shall be responsible for the overall technical and administrative management of the work under that Annex and for implementing the decisions of the Executive Committee. To this end, the Operating Agent for each Annex shall:

- (1) Prepare and submit annual reports to the Executive Committee on progress made on work under the Annex;
- (2) Upon request of the Executive Committee, convene annual meetings to be attended by all Participants in the Task, as well as meetings of working groups, where necessary, the cost of which will be borne by the Participants.

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

(e) *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.

(f) *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,

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not less than three months in advance of the effective date of such resignation; and

- (2) Such Participant or entity is approved in its function of Operating Agent by the Executive Committee, acting by unanimity.

(g) *Accounting.* An Operating Agent which is replaced or which resigns as Operating Agent shall, not later than three months after such replacement or resignation takes effect, 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 and shall transfer those monies and other assets to the replacement Operating Agent as soon as possible after the delivery of the accounts.

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

(i) *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 by the Executive Committee, 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 Financial 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 (h) 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 conform to accounting principles generally accepted in the country of the Operating Agent and shall be 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 two years, not later than three months before the beginning of each financial year; the Executive Committee shall then transmit the final programme, once approved, to the Agency and to the members of the Agency's Committee on Energy Research and Technology.
- (3) The Operating Agent shall maintain complete and 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 for the Task 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) *Currency of Contributions.* Contributions due hereunder from the Contracting Parties shall be paid in the currency of the Operating Agent, unless another currency is specified by the Operating Agent in agreement with the Executive Committee for the purpose of meeting a commitment in that currency.

(h) *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.

(i) *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.

(j) *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.

(k) *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

PROCUREMENT PROCEDURES

All procurement of equipment and material shall be in accordance with the procedures laid down by the Executive Committee under Article 6(c)(1) hereof, which shall provide, inter alia:

- (1) The Operating Agent of each Annex shall have the power to enter into agreements and contracts for all necessary support, design and developmental services, and material fabrication and facility construction activities in the interest of the Annex, provided that such agreements and contracts are authorised in an approved Budget or by the provisions of this Agreement or by the express authority of the Executive Committee;

- (2) No Operating Agent shall enter into any agreement for a total value of more than US \$10,000 without the approval of the Executive Committee;
- (3) The Operating Agent for each Annex shall perform all procurement functions that may be necessary to carry out activities under the Annex, in accordance with the procurement procedures adopted by the Executive Committee pursuant to Article 6(c)(1) hereof;
- (4) Consistent with the aforementioned procurement procedures, the Operating Agent shall undertake to secure the best contractual terms and conditions available; including, where possible, provision for title to all intellectual property generated under the Agreement, for a royalty-free licence for the use of background intellectual property for the purposes of the Project alone, and for a right on reasonable terms and conditions in accordance with Article 8 hereof for the Contracting Parties to use such background intellectual property commercially.

Article 8

INFORMATION AND INTELLECTUAL PROPERTY

Pursuant to the General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November, 1975, the following information and intellectual property provisions shall generally apply to this Agreement and each of its constituent Annexes. Exceptions and additions to these provisions may be made in any particular Annex, in which case they shall apply to that Annex alone.

- (a) *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from each Annex shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement and the laws of the countries of the Participants in each Annex (referred to as the "Participants").
- (b) *Proprietary Information.* The Operating Agent and the Participants shall take all necessary measures in accordance with this Article, the laws of their respective countries, and international law to protect proprietary information. For the purposes of this Article, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, and manufacturing methods, processes, or treatments) which:
 - (1) Is not generally known or publicly available from other sources;
 - (2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and
 - (3) Is not already in the possession of the recipient Participant without obligations concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

- (c) *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the performance of the work under each Annex. The Participants in each Annex should notify the Operating Agent of all pre-existing information, and information developed independently of the Annex known to them which is relevant to the Annex and which can be made available without contractual or legal limitations.
- (d) *Production of Available Information by Participants.* Each Participant in an Annex agrees to provide to the Operating Agent all previously existing information and information developed independently of the Annex which is needed by the Operating Agent to carry out its functions in that Annex, which is freely at the disposal of the Participant, and the transmission of which is not subject to any contractual and/or legal limitations:
- (1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Annex.
 - (2) If substantial costs must be incurred by the Participant to make such information available, at such charge to the Annex as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.
- (e) *Use of Proprietary Information.* If a Participant in an Annex has access to proprietary information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent in accordance with an agreement between the Operating Agent and the specific Participant setting forth the terms and conditions for such acceptance; but the proprietary information shall not become part of reports, handbooks, or other documentation, nor be communicated to the other Participants except as may be agreed in writing between the Operating Agent and the Participant which supplied such information.
- (f) *Arising Proprietary Information.* It shall be the responsibility of the Operating Agent to identify information arising from each Task which qualifies as proprietary information under this Article and to ensure that it is appropriately marked. If any Contracting Party questions the decision of the Operating Agent regarding the proprietary nature of arising information, the question shall be submitted to the Executive Committee for decision. Proprietary information arising from any Task shall be the property of the Operating Agent for the benefit of the Participants in the Task. The Operating agent shall license such proprietary information for non-exclusive use as follows:

(1) To each Participant in the Task:

(i) On the most favourable terms and conditions for use by the Participant in its own country;

(ii) On favourable terms and conditions for the purpose of sub-licensing others for use in its own country.

In each case, the terms and conditions are to be stipulated by the Executive Committee taking into account the equities of the Participants based upon the sharing of obligations, contribution, rights and benefits of all Participants.

(2) Subject to sub-paragraph (1) above, to each Participant in the Task for use in all countries, on reasonable terms and conditions stipulated by the Executive Committee taking into account the equities of the Participants based upon the sharing of obligations, contributions, rights and benefits of all Participants;

(3) To the government of any Agency country and nationals designated by it, for use in such country in order to meet its energy needs, on terms and conditions stipulated by the Executive Committee taking into account any equitable conditions which should arise from the support provided by the Agency to the Task;

(4) To entities and persons not mentioned above in this paragraph, if agreed by the Executive Committee, on terms and conditions stipulated by the Executive Committee.

(g) *Acquisition of Information.* Each Participant in an Annex shall inform the Operating Agent of the existence of information known to the Participant that can be of value to the Annex, but which is not freely available, and the Participant shall endeavour to make the information available to the Annex under reasonable conditions.

(h) *Exchange of Information with Others.* The Executive Committee may, acting by unanimity, make arrangements for the acquisition of information from sources other than the Participants in an Annex. The Executive Committee shall, acting by unanimity, determine the rules by which information available to Participants in an Annex may be made available to governments, utilities, research institutions, and other appropriate entities of countries which do not participate in an Annex.

(i) *Reports on Work Performed.* The Operating Agent of each Annex shall provide reports on all work performed under the Annex and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, to the Participants.

- (j) *Copyright.* The Operating Agent of each Annex may take appropriate measures necessary to protect copyrightable materials generated under that Annex. Copyrights obtained shall be held for the benefit of the Annex Participants, in accordance with Article 4(b)2 of the Agreement. Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as agreed by the Executive Committee, acting by unanimity.
- (k) *Authors.* Each Participant shall, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation with its authors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.
- (l) *Access to Information and Reports.* Participants in each Annex shall be entitled without charge to have access to the information and reports produced by the Operating Agent of that Annex. The Executive Committee shall lay down guidance as to the use any Participant may make of the information and, where appropriate, the charges to be imposed.
- (m) *Effect of Termination or Withdrawal.* The obligations of paragraph (l) above shall survive the termination of this Agreement or the withdrawal of any Contracting Party. The Executive Committee shall, at the time of such termination or withdrawal, adopt appropriate measures for the subsequent application of those obligations and related questions.

Article 9

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 approved by the Executive Committee and 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 if 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) *Responsibility of Operating Agent.* The Operating Agent shall, in accordance with the laws of the country of the Operating Agent, be responsible in its capacity as such, for

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 10

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) *Appropriation of Funds and 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 constitutions, 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.* Participants in the various Tasks shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

(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 11

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: OECD Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any Agency Participating 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. Upon invitation of the Governing Board of the Agency, admission to this Agreement shall be open also to the government of any Member country of the Organisation for Economic Co-operation and Development (OECD) which does not participate in the Agency (or a national agency, public organisation, private corporation, company or other entity designated by such government) under the conditions stated above.

(b) *Admission of Associate Contracting Parties.* The government of any country which does not participate in the OECD, or any international organisation in which one or more such governments participate, may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become an Associate Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company or other entity to do so). The terms, conditions and duration shall be agreed in each case between the Contracting Parties and the Associate Contracting Party on an equitable basis in relation to the sharing of obligations, contributions, rights and benefits, as provided for in the Guiding Principles for Cooperation in the Field of Energy Research and Development, approved by the Governing Board of the Agency on 9th December 1991 [IEA/GB(91)79] and any amendments thereto.

(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, materials or intellectual property) 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 12

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall enter into force upon signature by two or more Contracting Parties and shall remain in force for an initial period of five years.

The term of the Agreement may be extended for such additional periods as may be determined by the Executive Committee, acting by unanimity, with the prior approval of the Governing Board of the Agency. The Executive Committee may, acting by unanimity, 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 and to the Operating Agents. 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

day of

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Annex VI

DESIGN OF LIGHT-WEIGHT ELECTRIC VEHICLES

1. *Objective*

The objective of this Task is to further the development, mass production, and use of low-cost, light-weight electric vehicles (EVs). Aspects of design to be investigated include safety enhancements, use of strong and light-weight construction materials, appropriate production technology, and optimised battery and propulsion systems.

2. *Means*

Work in pursuit of the foregoing objective will be performed by material scientists and safety engineers in the participating countries. Participants will carry out the following subtasks:

(a) Subtask VI/1 Definition of Light-Weight Electric Vehicles

Participants will arrive at a workable definition of light-weight electric vehicles for application to subsequent subtasks. In particular, the dimensions, weight, and energy consumption of a typical light-weight EV will be defined.

(b) Subtask VI/2 Development of Design Strategies for Safety Enhancement of Light-Weight Electric Vehicles

Participants will develop innovative design strategies for improving the safety of light-weight EVs and perform both laboratory investigations and crash tests to assess the value of these strategies, considering possible modifications to vehicle components such as body shells, safety belts, and air bags. They will also develop methodologies for choosing among different combinations of design options given particular cost goals and safety requirements.

(c) Subtask VI/3 Development of Techniques for Incorporating Advanced Light-Weight Materials in Electric Vehicle Design

Participants will develop innovative techniques for incorporating advanced light-weight materials in the design and construction of electric vehicles. Laboratory testing will be used to investigate the tradeoffs between weight and strength for several candidate light-weight materials. Recommendations will then be made as to the most promising advanced material candidates for use in various components of light-weight electric vehicles.

(d) Subtask VI/4 Research, Development and Testing of Innovative Design Features for Lightweight Electric Vehicles

Participants will perform research and development of the mechanical components, electricity storage systems, and propulsion systems for light-weight EVs. They will also build and test light-weight EVs that use these innovative components and systems, in order to determine their actual cost and safety advantages.

(e) Subtask VI/5 Investigation of Optimal Production Methods for Light-Weight Electric Vehicles with Innovative Design Features

Participants will investigate the optimal methods of producing light-weight EVs with the sorts of innovative design features identified in the preceding subtasks, with a view toward achieving different possible degrees of safety enhancements at the lowest possible cost.

3. *Results*

The products of work performed in this Annex will be designed for use by electric vehicle and materials manufacturers and by regulators. Results of the joint activity will include:

- (a) A standard definition of light-weight electric vehicles pursuant to Subtask VI/1 as described in sub-paragraph 2(a) above;
- (b) Innovative design strategies and methodologies for enhancement of light-weight EV safety, based upon investigations and tests under Subtask VI/2 as described in sub-paragraph 2(b) above;
- (c) New techniques for the incorporation of light-weight materials in electric vehicles, pursuant to work under Subtask VI/3 as described in sub-paragraph 2(c) above;
- (d) Improved light-weight EV designs pursuant to work under Subtask VI/4 as described in sub-paragraph 2(d) above;
- (e) Improved production methods for light-weight EVs pursuant to work under Subtask VI/5 as described in sub-paragraph 2(e) above;

4. *Time Schedule*

This Annex shall enter into force when the Agreement enters into force and shall remain in force for five years. It may be extended by agreement of two or more Participants, acting in the Executive Committee, taking into account any recommendation of the Agency's Committee on Energy Research and Technology concerning the term of this Annex, and shall thereafter apply only to those Participants.

5. *Specific Responsibilities of the Operating Agent*

In addition to carrying out the specific responsibilities enumerated in Article 4 of this Agreement, the Operating Agent shall prepare, review, revise, and distribute to Participants the documents and reports specified in paragraph 3 above.

6. *Funding*

(a) *Publications*

The cost of publishing analytic reports and disseminating information on design and production strategies pursuant to the Subtasks of this Annex shall be met by the Operating Agent.

(b) *Individual Financial Obligations*

Each Participant shall bear all the costs it incurs in carrying out its obligations under this Annex, including reporting and travel expenses.

(c) *Task Sharing Requirements*

The total level of effort to perform the work specified in this Annex is estimated at 10 person-years per year. The expected contribution of each Participant to task sharing under the Annex is therefore 1 to 2 person-years of effort during each year that the Annex remains in force.

7. *Operating Agent*

The Swiss Federal Energy Office is designated as Operating Agent.

8. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

[To be nominated in consultation with the Committee on Energy Research and Technology, CERT End Use Working Party, and IEA Member Governments]

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT

FOR CO-OPERATION
ON TECHNOLOGIES AND PROGRAMMES
FOR DEMAND-SIDE MANAGEMENT

- 3 -

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT

FOR CO-OPERATION ON TECHNOLOGIES AND PROGRAMMES FOR DEMAND-SIDE MANAGEMENT

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INTERNATIONAL ENERGY AGENCY

**IMPLEMENTING AGREEMENT
FOR CO-OPERATION
ON TECHNOLOGIES AND PROGRAMMES
FOR DEMAND-SIDE MANAGEMENT**

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments of International Energy Agency ("Agency") countries or parties designated by their respective governments, wish to take part in the establishment and operation of a Co-operative Programme on Technologies and Programmes for Demand-Side Management (the "Programme") as provided in this Agreement, and to hold open to non-Members of the Agency or their designees the opportunity to participate in the Programme as Associate Contracting Parties;

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 Programme (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 and agreed in Chapter IV of the Long-Term Co-operation Programme, adopted by the Governing Board of the Agency on 30th January, 1976, to undertake co-operative activities including jointly financed programmes and projects in energy research and development;

CONSIDERING that the Governing Board of the Agency on _____ 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 energy research and development;

HAVE AGREED as follows:

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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 information exchange on technologies and programmes for Demand-Side Management (DSM), co-operative support for development and demonstration of DSM technologies, investigation of techniques for implementation of demand-side technologies in the marketplace, and development of improved methods for incorporating demand-side options into resource planning. For the purposes of this Agreement, demand-side management is defined to include load management, strategic conservation, and related activities carried out by utilities. By means of the co-operative activity envisioned, Participants hope to help demand-side technologies reach their full market potential, thereby allowing energy systems to function more effectively and giving utility investments enhanced value for gas and electricity customers.

(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 Task and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the Tasks with the objective of advancing the state of understanding of all Contracting Parties in the field of demand-side management.

Article 2

IDENTIFICATION AND INITIATION OF TASKS

(a) *Initial Task.* The Contracting Parties identified in the Annexes hereto at the time of their respective signatures are the initial Participants in the Tasks established in those Annexes. Notice of Participation in those Tasks by other Contracting Parties shall be communicated to the Executive Director of the Agency.

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

- (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 Annex or Annexes attached hereto, containing a description of the scope of work and conditions of the Task proposed to be performed;

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- (2) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for adoption by the Executive Committee pursuant to Article 3(e)(2) hereof, acting by a majority; the adopted draft Annex shall become part of this Agreement;
 - (3) A Contracting Party shall become a Participant in each Task for which the Participant is identified in the applicable Annex when the Annex is adopted. A Contracting Party identified as the Operating Agent in an Annex when adopted shall be deemed to have accepted the designation as Operating Agent for that Annex. Notice of Participation in the Task by other Contracting Parties and Notice of Acceptance by other Operating Agents shall be communicated to the Executive Director;
 - (4) 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 two years; 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;

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- (4) Notify the IEA Secretariat of the intention to invite to any workshop, conference or similar event under the Programme any Participant or representative from any country not a member of the Agency, written notice of such intention to be given sufficiently in advance of the event to permit appropriate consultations and approval action to be taken within the Agency; and
- (5) 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 procedure:

- (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;
- (3) 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;
- (4) The Executive Committee shall meet in regular session not more than twice each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;
- (5) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;
- (6) 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;
- (7) 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;
- (8) The Executive Committee shall ensure that minutes of each meeting are distributed promptly after the meeting to each person or entity entitled to attend the meeting.

(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 unanimous 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 unanimous 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.
 - (3) If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties together may cast only one vote under this paragraph.
 - (4) 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 means of electronic transmission without the necessity for 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, by 31st January each year, provide the Agency with 30 copies of reports containing technically substantive, non-proprietary information on the progress of the Programme and its results.

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:

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- (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) *Specific Responsibilities.* The Operating Agent for each Annex shall be responsible for the overall technical and administrative management of the work under that Annex and for implementing the decisions of the Executive Committee. To this end, the Operating Agent for each Annex shall:

- (1) Prepare and submit annual reports to the Executive Committee on progress made on work under the Annex;
- (2) Upon request of the Executive Committee, convene annual meetings to be attended by all Participants in the Task, as well as meetings of working groups, where necessary, the cost of which will be borne by the Participants.

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

(e) *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.

(f) *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 in its function of Operating Agent by the Executive Committee, acting by unanimity.

(g) *Accounting.* An Operating Agent which is replaced or which resigns as Operating Agent shall, not later than three months after such replacement or resignation takes effect, 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 and shall transfer those monies and other assets to the replacement Operating Agent as soon as possible after the delivery of the accounts.

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

(i) *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 organisations 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 by the Executive Committee, 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 Financial 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 (h) 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 conform to accounting principles generally accepted in the country of the Operating Agent and shall be 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 two years, not later than three months before the beginning of each financial year; the Executive Committee shall then transmit the final programme, once approved to the Agency and to the members of the Committee on Energy Research and Technology of the Agency;
- (3) The Operating Agent shall maintain complete and 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 for the Task 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) *Currency of Contributions.* Contributions due hereunder from the Contracting Parties shall be paid in the currency of the Operating Agent, unless another currency is specified by the Operating Agent in agreement with the Executive Committee for the purpose of meeting a commitment in that currency.

(h) *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.

(i) *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.

(j) *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.

(k) *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:

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- (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

PROCUREMENT PROCEDURES

All procurement of equipment and material shall be in accordance with the procedures laid down by the Executive Committee under Article 6(c)(1) hereof, which shall provide, *inter alia*:

- (1) The Operating Agent of each Annex shall have the power to enter into agreements and contracts for all necessary support, design and developmental services, and material fabrication and facility construction activities in the interest of the Annex, provided that such agreements and contracts are authorised in an approved Budget or by the provisions of this Agreement or by the express authority of the Executive Committee;
- (2) No Operating Agent shall enter into any agreement for a total value of more than US \$10,000 without the approval of the Executive Committee;
- (3) The Operating Agent for each Annex shall perform all procurement functions that may be necessary to carry out activities under the Annex, in accordance with the procurement procedures adopted by the Executive Committee pursuant to Article 6(c)(1) hereof;
- (4) Consistent with the aforementioned procurement procedures, the Operating Agent shall undertake to secure the best contractual terms and conditions available; including, where possible, provision for title to all intellectual property generated under the Agreement, for a royalty-free licence for the use of background intellectual property for the purposes of the Project alone, and for a right on reasonable terms and conditions in accordance with Article 8 hereof for the Contracting Parties to use such background intellectual property commercially.

Article 8

INFORMATION AND INTELLECTUAL PROPERTY

Pursuant to the General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November, 1975, the following information and intellectual property provisions shall generally apply to this Agreement and each of its constituent Annexes. Exceptions and additions to these provisions may be made in any particular Annex, in which case they shall apply to that Annex alone.

- (a) *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property provided to or arising from each Annex shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement and the laws of the countries of the Participants in each Annex (referred to as the "Participants").
- (b) *Proprietary Information.* The Operating Agent and the Participants shall take all necessary measures in accordance with this Article, the laws of their respective countries, and international law to protect proprietary information. For the purposes of this Article, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, and manufacturing methods, processes, or treatments) which:
- (1) Is not generally known or publicly available from other sources;
 - (2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and
 - (3) Is not already in the possession of the recipient Participant without obligations concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

- (c) *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the performance of the work under each Annex. The Participants in each Annex should notify the Operating Agent of all pre-existing information, and information developed independently of the Annex known to them which is relevant to the Annex and which can be made available without contractual or legal limitations.
- (d) *Production of Available Information by Participants.* Each Participant in an Annex agrees to provide to the Operating Agent all previously existing information and information developed independently of the Annex which

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is needed by the Operating Agent to carry out its functions in that Annex, which is freely at the disposal of the Participant, and the transmission of which is not subject to any contractual and/or legal limitations:

- (1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Annex.
 - (2) If substantial costs must be incurred by the Participant to make such information available, at such charge to the Annex as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.
- (e) *Use of Proprietary Information.* If a Participant in an Annex has access to proprietary information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent in accordance with an agreement between the Operating Agent and the specific Participant setting forth the terms and conditions for such acceptance; but the proprietary information shall not become part of reports, handbooks, or other documentation, nor be communicated to the other Participants except as may be agreed in writing between the Operating Agent and the Participant which supplied such information.
- (f) *Arising Proprietary Information.* It shall be the responsibility of the Operating Agent to identify information arising from each Task which qualifies as proprietary information under this Article and to ensure that it is appropriately marked. If any Contracting Party questions the decision of the Operating Agent regarding the proprietary nature of arising information, the question shall be submitted to the Executive Committee for decision. Proprietary information arising from any Task shall be the property of the Operating Agent for the benefit of the Participants in the Task. The Operating agent shall license such proprietary information for non-exclusive use as follows:

- (1) To each Participant in the Task:
 - (i) On the most favourable terms and conditions for use by the Participant in its own country;
 - (ii) On favourable terms and conditions for the purpose of sub-licensing others for use in its own country.

In each case, the terms and conditions are to be stipulated by the Executive Committee taking into account the equities of the Participants based upon the sharing of obligations, contribution, rights and benefits of all Participants.

- (2) Subject to sub-paragraph (1) above, to each Participant in the Task for use in all countries, on reasonable terms and conditions stipulated by the Executive Committee taking into account the equities of the Participants

based upon the sharing of obligations, contributions, rights and benefits of all Participants;

- (3) To the government of any Agency country and nationals designated by it, for use in such country in order to meet its energy needs, on terms and conditions stipulated by the Executive Committee taking into account any equitable conditions which should arise from the support provided by the Agency to the Task;
- (4) To entities and persons not mentioned above in this paragraph, if agreed by the Executive Committee, on terms and conditions stipulated by the Executive Committee.
- (g) *Acquisition of Information.* Each Participant in an Annex shall inform the Operating Agent of the existence of information known to the Participant that can be of value to the Annex, but which is not freely available, and the Participant shall endeavour to make the information available to the Annex under reasonable conditions.
- (h) *Exchange of Information with Others.* The Executive Committee may, acting by unanimity, make arrangements for the acquisition of information from sources other than the Participants in an Annex. The Executive Committee shall, acting by unanimity, determine the rules by which information available to Participants in an Annex may be made available to governments, utilities, research institutions, and other appropriate entities of countries which do not participate in an Annex.
- (i) *Reports on Work Performed.* The Operating Agent of each Annex shall provide reports on all work performed under the Annex and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, to the Participants.
- (j) *Copyright.* The Operating Agent of each Annex may take appropriate measures necessary to protect copyrightable materials generated under that Annex. Copyrights obtained shall be held for the benefit of the Annex Participants, in accordance with Article 4(b)2 of the Agreement. Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as agreed by the Executive Committee, acting by unanimity.
- (k) *Authors.* Each Participant shall, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation with its authors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.
- (l) *Access to Information and Reports.* Participants in each Annex shall be entitled without charge to have access to the information and reports produced by the Operating Agent for the Annex. The Executive Committee

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shall lay down guidance as to the use any Participant may make of the information and, where appropriate, the charges to be imposed.

- (m) *Effect of Termination or Withdrawal.* The obligations of paragraph (l) above shall survive the termination of this Agreement or the withdrawal of any Contracting Party. The Executive Committee shall, at the time of such termination or withdrawal, adopt appropriate measures for the subsequent application of those obligations and related questions.

Article 9

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 approved by the Executive Committee and 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 if 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) *Responsibility of Operating Agent.* The Operating Agent shall, in accordance with the laws of the country of the Operating Agent, be responsible in its capacity as such, for 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 10

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 organisation) 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) *Appropriation of Funds and 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 constitutions, 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.* Participants in the various Tasks shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.
- (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 11

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: OECD Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any Agency Participating 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. Upon invitation of the Governing Board of the Agency, admission to this Agreement shall be open also to the government of any Member country of the Organisation for Economic Co-operation and Development (OECD) which does not participate in the Agency (or a national agency, public organisation, private corporation, company or other entity designated by such government), under the conditions stated above.

(b) *Admission of Associate Contracting Parties.* The government of any country which does not participate in the OECD, or any international organisation in which one or more such governments participate, may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become an Associate Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company or other entity to do so). The terms, conditions and duration shall be agreed in each case between the Contracting Parties and the Associate Contracting Party on an equitable basis in relation to the sharing of obligations, contributions, rights and benefits, as provided for in the Guiding Principles for Cooperation in the Field of Energy Research and Development, approved by the Governing Board of the Agency on 9th December 1991 [IEA/GB(91)79] and any amendments thereto.

(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, materials or intellectual property) 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 12

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall enter into force upon signature by two or more Contracting Parties and shall remain in force for an initial period of five years. The term of the Agreement may be extended for such additional periods as may be determined by the Executive Committee, acting by unanimity, with the prior approval of the Governing Board of the Agency. The Executive Committee may, acting by unanimity, 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 and to the Operating Agents. 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

day of

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*Annex I*INTERNATIONAL DATA BASE ON DEMAND-SIDE
MANAGEMENT TECHNOLOGIES AND PROGRAMMES1. *Objective*

The objective of this Task is to establish an international data base on demand-side management programmes, analyse the data collected, and disseminate the information which results from the analysis. These activities should help utilities and governments in Participants' countries to design Demand-Side Management (DSM) programmes which reach more customers and save more energy at lower cost.

2. *Means*

In order to accomplish the foregoing objective, Participants will carry out the following Subtasks:

(a) Subtask I/1 Collection and Entry of Data on DSM Programmes

Participants will collect data on energy efficiency programmes in their respective countries by means of published and unpublished written materials and personal interviews. The data will then be entered in a the Data Base on Energy Efficiency Programmes (DEEP) at Lawrence Berkeley Laboratory in the United States. To ensure accuracy, the data base focuses primarily on those programmes with measured data, though some key programmes with estimated data on energy savings, costs, and market penetration will also be included. To ensure consistency, a data collection instrument and a set of standard definitions will be used so that the terms, units, and measurements are highly similar or identical.

Data collected on each programme are to include at least the following items:

- (1) Name of the sponsoring utility or government agency;
- (2) Name and type of the programme;
- (3) End-use markets covered;
- (4) Programme objectives and approach;
- (5) Energy efficiency measures being promoted and incentives being used;
- (6) Depiction of the programme as a pilot or full-scale effort;
- (7) Starting and finishing dates for the programme and the information;
- (8) Numbers of customers eligible and participating;
- (9) Number of completed projects;
- (10) Estimated power (megawatt) and energy (kilowatt-hour) savings;
- (11) Adjustments included in savings estimates;
- (12) Utility or local peak demand for the most recent years;
- (13) Direct and indirect programme costs (e.g. for consumer incentives);
- (14) Participant costs;
- (15) Equipment lifetimes;

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- (16) Measurement methodologies and evaluation studies,
- (17) Related programmes;
- (18) Names, addresses, and telephone and telefax numbers of contacts.

Initial data collection and entry will concern programmes carried out to date, including those still in place. This initial data collection entry is to be performed during the first two years the Annex is in force in the case of original Participants in the Annex, and during the first two years of participation for countries which may join later. After the initial data collection, Participants will undertake annual updates to ensure that the data on new and existing programmes remain current.

(b) Subtask I/2 Analysis and Dissemination of DSM Programme Information

Participants will analyse data on energy efficiency programmes in their respective countries for quality control purposes as well as for developing analytical reports on key programme evaluation issues. Participants will also jointly prepare reports comparing alternative programme approaches throughout the region comprised of Participants' countries, in order to arrive at common judgements as to which approaches are most effective, which can be improved, and which are best avoided. These reports will be published so that the information they contain can be effectively disseminated.

3. Results

Results of this Task will include:

- (a) A data base on energy efficiency programmes, pursuant to Subtask I/1 as described in sub-paragraph 2(a) above;
- (b) Reports on demand-side management approaches, pursuant to Subtask I/2 as described in sub-paragraph 2(b) above;
- (c) Semi-annual progress reports towards (a) and (b).

4. Time Schedule

This Annex shall enter into force when the Agreement enters into force and shall remain in force for five years. The term of the Annex may be extended by agreement of two or more Participants, acting in the Executive Committee, taking into account any recommendation of the Agency's Committee on Energy Research and Technology concerning the term of this Annex, and shall thereafter apply only to those Participants.

5. Specific Responsibilities of the Operating Agent

In addition to carrying out the specific responsibilities enumerated in Article 4 of this Agreement, the Operating Agent shall:

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- (a) Maintain an international data base on demand-side management programmes pursuant to Subtask I/1;
- (b) Conduct workshops to provide Participants with a consistent understanding of the information to be collected for the data base;
- (c) Provide quality control for the data base through frequent communication and periodic site visits with Participants;
- (d) Prepare, review, revise, and distribute to Participants the reports specified in sub-paragraphs 3(b) and (c) above, pursuant to Subtask I/1 and I/2.

6. Funding

(a) Common Fund

A Common Fund shall be established by the Executive Committee and shall be included in the Annual Programme of Work and Budget for the purpose of funding the obligations of the Operating Agent under this Annex.

(b) Task Costs

The annual budget of the Operating Agent for carrying out the management of the Annex is set at US \$450,000 at January 1992 prices. If significant changes in price levels or the scope of activities under the Annex shall occur, the Executive Committee, acting by unanimity of the Participants, shall consider whether to adjust the Programme of Work to the available funds or increase the Budget.

(c) Sharing of Task Costs

The annual budget shall generally be funded by Participants through a standard contribution of US \$22,500 per Participant plus a pro-rata contribution based on countries' percentage contributions to the budget of the Agency, as shown in the table below. The United States, as home of the Operating Agent, will contribute twice the proportional share of other Participants. The Commission of the European Communities (CEC) will contribute \$40,000 to the budget.

Country	IEA Budget Percentage	Fixed Share	Variable Share	Annual Contribution
Australia	1.94 %	\$22,500	\$xx,000	\$xx,000
Austria	0.98 %	\$22,500	\$xx,000	\$xx,000
Belgium	1.25 %	\$22,500	\$xx,000	\$xx,000
Canada	3.83 %	\$22,500	\$xx,000	\$xx,000
Denmark	0.79 %	\$22,500	\$xx,000	\$xx,000
Finland	0.86 %	\$22,500	\$xx,000	\$xx,000
France	7.59 %	\$22,500	\$xx,000	\$xx,000

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Germany	10.56 %	\$22,500	\$xx,000	\$xx,000
Greece	0.39 %	\$22,500	\$xx,000	\$xx,000
Italy	7.11 %	\$22,500	\$xx,000	\$xx,000
Japan	23.11 %	\$22,500	\$xx,000	\$xx,000
Netherlands	1.84 %	\$22,500	\$xx,000	\$xx,000
Norway	0.69 %	\$22,500	\$xx,000	\$xx,000
Spain	3.03 %	\$22,500	\$xx,000	\$xx,000
Sweden	1.43 %	\$22,500	\$xx,000	\$xx,000
Switzerland	1.65 %	\$22,500	\$xx,000	\$xx,000
United Kingdom	6.30 %	\$22,500	\$xx,000	\$xx,000
United States	25.00 %	\$45,000	\$xx,000	\$xx,000

[Ultimate contributions will depend on which countries participate.]

(d) *Changes in Number of Participants*

If the number of Participants changes, the shares of contributions to the costs will be adjusted accordingly by the Executive Committee, acting by unanimity of the Participants. New Participants shall pay the full share of the costs beginning with the project year in which they become Participants.

(e) *Individual Financial Obligations*

Aside from the contributions described in sub-paragraph (c) above, each Participant shall bear all the costs it incurs in carrying out its tasks under the Annex, including the costs of collecting data on Demand-Side Management programmes in their respective countries.

7. *Operating Agent*

Lawrence Berkeley Laboratories (LBL) in the United States.

8. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

[To be nominated by the Working Party on Energy End-Use Technologies in consultation with the Committee on Energy Research and Technology and IEA Member Governments]

Annex IV

**DEVELOPMENT OF IMPROVED METHODS
FOR INCORPORATING DEMAND-SIDE OPTIONS
INTO RESOURCE PLANNING**

1. *Objective*

The objective of this Task is to develop improved methodologies and software for incorporating Demand-Side Management (DSM) options into utility resource planning and related government policies. This Task will focus on assisting utilities and governments in Participants' countries to examine and include demand-side resources, on an equal basis, as alternatives or additions to conventional and non-conventional supply-side resources.

2. *Means*

In order to accomplish the foregoing objective, Participants will carry out the following subtasks:

(a) Subtask IV/1 Review and Documentation of Utility Structure and Characteristics in Agency Member Countries

Participants will conduct a review and comparative assessment of the different utility structures and characteristics in IEA Member countries, with a view to their implications for the incorporation of DSM options into resource planning. Based on information provided by Participants, the Operating Agent will document the regulatory frameworks, utility structures (including the degree of vertical integration), market characteristics, pricing mechanisms, and government policies that may influence the implementation of DSM programmes. This information will be distributed to Participants and Operating Agents in all the Annexes to this Agreement.

(b) Subtask IV/2 Inventory of Available Methods and Models for Assessing the Benefits, Costs, and Impacts of Demand-Side Options

Participants will compile information on the methods, techniques, and models being used in their respective countries by utilities and governments to address various issues related to the planning, analysis, and forecasting of the benefits, costs and impacts of Demand-Side Management (DSM) options. A wide range of methods, techniques, and models will be surveyed in this Subtask, including those for:

- (1) Load forecasting (energy and peak, load shapes, and consumption);
- (2) Identification of DSM options;
- (3) Defining utility objectives;

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- (4) Screening of DSM options;
- (5) Assessing technical and economic DSM potential;
- (6) Collecting data on customer needs and characteristics;
- (7) Market assessment and market penetration analysis;
- (8) Estimating achievable DSM potential;
- (9) Designing DSM programmes;
- (10) Assessing programme impacts;
- (11) Performing benefit/cost analysis;
- (12) Production costing and capacity expansion analysis of supply options;
- (13) Integration of supply and demand options;
- (14) Assessing environmental externalities.

To assure consistency, a survey instrument and a set of standardised definitions will be developed and reviewed by the Participant. The information assembled on each method, technique, or model will include at least the following items:

- (1) General description and purpose;
- (2) Analytical algorithms;
- (3) Available documentation;
- (4) Data requirements;
- (5) Availability of data;
- (6) Related software packages, if any;
- (7) Ownership and distribution;
- (8) Terms of availability;
- (9) List of major users;
- (10) User experience and satisfaction;
- (11) References and citations.

Participants will identify in their respective countries the major organisations involved in the development and utilisation of appropriate methods, techniques, and models to compile the initial inventory. In succeeding years, the Participants will identify additional developments in their countries relative to the development, enhancement, or modification of the methods, techniques and models used.

(c) Subtask IV/3 Preparation of Guidebook on Analytical Methodologies

Participants will review the information compiled in Subtask IV/2 to identify alternative approaches and methodologies utilised for various aspects of demand-side planning and incorporation of demand-side options in utility resource planning. Based on this review, a guidebook shall be developed describing the alternative approaches and methodologies, and summarising how these have been incorporated into the available models and software. In preparing this guidebook, careful attention will be devoted to recognising the different supply characteristics, market conditions, regulatory situations, pricing and tariff structures, and government policies in different Participants' countries, and examining how the various methodologies and approaches apply to these different countries. The guidebook will include three to five

case studies from different countries documenting the successful application of some of the methods, techniques, and models identified.

(d) Subtask IV/4 Development and Recommendation of Procedures for Improved Analytical Methodologies and Models

Participants will review the results of Subtasks IV/1, IV/2 and IV/3 and shall identify the need for improving the available approaches, methodologies, and models to facilitate analysis and planning of demand-side options and incorporation of demand-side resources into the utility resource planning process. This Subtask will be carefully coordinated with relevant Subtasks and activities in Annexes II and V to avoid any duplication of effort. The recommendations shall be developed taking into consideration the differences amongst Participants' countries with respect to the factors influencing DSM implementation.

(e) Subtask IV/5 Development of Guidelines for Transfer of Methods and Models from One Country to Another

Participants shall review the applicability of the methods, techniques, and models for assessing DSM options across the range of conditions experienced in the different Participants' countries. They shall then develop a report specifying guidelines for the transfer of these methods, techniques, and models from one country to another. In particular, these guidelines shall address issues related to differences in market conditions, supply characteristics, utility structure, regulatory environments, pricing and tariff structures, and government policies.

3. Results

The results of this Task shall include the following:

- (a) A report comparing utility structures and characteristics in different countries, pursuant to Subtask IV/1 as described in sub-paragraph 2(a) above;
- (b) A report describing the inventory of existing models, methods and techniques for different types of applications listed in Subtask IV/2 as described in sub-paragraph 2(b) above;
- (c) A guidebook on approaches and methodologies for analysis and planning of demand-side programmes and incorporation of demand-side options in utility resource planning, pursuant to Subtask IV/3 as described in sub-paragraph 2(c) above;
- (d) A report providing recommendations for development of improved methods, techniques, and models, pursuant to Subtask IV/4 as described in sub-paragraph 2(d) above.

- (e) A report providing guidelines on transfer of methods, techniques, and models among Participants' countries, pursuant to work under Subtask IV/5 as described in sub-paragraph 2(e) above.

4. *Time Schedule*

This Annex shall enter into force when the Agreement enters into force and shall remain in force for three years. The term of the Annex may be extended by agreement of two or more Participants, acting in the Executive Committee, taking into account any recommendation of the Agency's Committee on Energy Research and Technology concerning the term of this Annex, and shall thereafter apply only to those Participants.

5. *Specific Responsibilities of the Operating Agent*

In addition to carrying out the specific responsibilities enumerated in Article 4 of this Agreement, the Operating Agent shall prepare, review, revise, and distribute to Participants the documents and reports specified in paragraph 3 above.

6. *Funding*

(a) Common Fund

A Common Fund shall be established by the Executive Committee and shall be included in the Annual Programme of Work and Budget for the purpose of funding the obligations of the Operating Agent under this Annex.

(b) Task Costs

The annual budget of the Operating Agent for carrying out the management of the Annex is set at US \$400,000 at January 1992 prices. If significant changes in price levels or the scope of activities under the Annex shall occur, the Executive Committee, acting by unanimity of the Participants, shall consider whether to adjust the Programme of Work to the available funds or increase the Budget.

(c) Sharing of Task Costs

The annual budget shall be funded by participants through a standard contribution of US \$20,000 per participant plus a pro-rata contribution based on countries' percentage contributions to the budget of the Agency, as shown in the table below. The United States, as home of the Operating Agent, will contribute twice the proportional share of other Participants.

Country	IEA Budget Percentage	Fixed Share	Variable Share	Annual Contribution
Australia	1.94 %	\$20,000	\$xx,000	\$xx,000

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Austria	0.98 %	\$20,000	\$xx,000	\$xx,000
Belgium	1.25 %	\$20,000	\$xx,000	\$xx,000
Canada	3.83 %	\$20,000	\$xx,000	\$xx,000
Denmark	0.79 %	\$20,000	\$xx,000	\$xx,000
Finland	0.86 %	\$20,000	\$xx,000	\$xx,000
France	7.59 %	\$20,000	\$xx,000	\$xx,000
Germany	10.56 %	\$20,000	\$xx,000	\$xx,000
Greece	0.39 %	\$20,000	\$xx,000	\$xx,000
Italy	7.11 %	\$20,000	\$xx,000	\$xx,000
Japan	23.11 %	\$20,000	\$xx,000	\$xx,000
Netherlands	1.84 %	\$20,000	\$xx,000	\$xx,000
Norway	0.69 %	\$20,000	\$xx,000	\$xx,000
Spain	3.03 %	\$20,000	\$xx,000	\$xx,000
Sweden	1.43 %	\$20,000	\$xx,000	\$xx,000
Switzerland	1.65 %	\$20,000	\$xx,000	\$xx,000
United Kingdom	6.30 %	\$20,000	\$xx,000	\$xx,000
United States	25.00 %	\$40,000	\$xx,000	\$xx,000

[Ultimate contributions will depend on which countries participate.]

(d) Changes in Number of Participants

If the number of Participants changes, the shares of contributions to the costs will be adjusted accordingly by the Executive Committee, acting by unanimity of the Participants. New Participants shall pay the full share of the costs beginning with the project year in which they become Participants.

(e) Individual Financial Obligations

Aside from the contributions described in sub-paragraph (c) above, each Participant shall bear all the costs it incurs in carrying out its tasks under the Annex.

7. *Operating Agent*

Electric Power Research Institute (EPRI), United States.

8. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

[To be nominated by the Working Party on Energy End-Use Technologies in consultation with the Committee on Energy Research and Technology and IEA Member Governments]

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A CO-OPERATIVE PROGRAMME
ON PHOTOVOLTAIC POWER SYSTEMS

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT

FOR A CO-OPERATIVE PROGRAMME

ON PHOTOVOLTAIC POWER SYSTEMS

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT FOR A CO-OPERATIVE PROGRAMME ON PHOTOVOLTAIC POWER SYSTEMS

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments of International Energy Agency ("Agency") countries or parties designated by their respective governments, wish to take part in the establishment and operation of a Co-operative Programme on Photovoltaic Power Systems (the "Programme") as provided in this Agreement, and to hold open to non-Members of the Agency or their designees the opportunity to participate in the Programme as Associate Contracting Parties;

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, and have agreed in Chapter IV of the Long-Term Co-operation Programme, adopted by the Governing Board of the Agency on 30th January, 1976, to undertake co-operative activities including jointly financed programmes and projects in energy research and development;

CONSIDERING that the Governing Board of the Agency on 22nd October, 1992 approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that numerous proposals for international co-operation in the field of photovoltaic power systems were set forth at the Executive Conference on Photovoltaic Systems for Electric Utility Applications which the Agency sponsored in Taormina, Italy on 2nd-5th December, 1990;

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

HAVE AGREED as follows:

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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 research, development, demonstration, analysis and information exchange related to photovoltaic power systems (PV) for application by electric utilities and other public and private users. A major part of the co-operative activity shall focus on current and potential markets for photovoltaic systems, according to a diffusion model which hypothesizes that the markets will gradually expand, from near-term applications of stand-alone and island photovoltaic systems not connected to the electric grid, to medium-term use of distributed photovoltaic systems which are connected to the electric grid but widely dispersed, and finally to longer-term use of large scale centralized photovoltaic systems which are built and operated by electric utilities or other producers. In addition, the co-operative activity shall include work on aspects of photovoltaic power systems which are relevant in all these potential markets, such as operational performance of photovoltaic components and information exchange on photovoltaic technology, economics, and impacts.

(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 Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the Tasks with the objective of advancing the state of understanding of all Contracting Parties in the field of photovoltaic power systems.

Article 2

IDENTIFICATION AND INITIATION OF TASKS

(a) *Initial Tasks.* Participation in the Tasks identified in the Annexes hereto by Contracting Parties shall be communicated to the Executive Director of the Agency and approved by the Executive Committee, acting by consensus.

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

- (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;

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- (2) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for adoption by the Executive Committee pursuant to Article 3(e)(2) hereof; the adopted draft Annex shall become part of this Agreement;
- (3) A Contracting Party shall become a Participant in each Task for which the Participant is identified in the applicable Annex when the Annex is adopted. A Contracting Party identified as the Operating Agent in an Annex when adopted shall be deemed to have accepted the designation as Operating Agent for that Annex. Notice of Participation in the Task by other Contracting Parties and Notice of Acceptance by other Operating Agents shall be communicated to the Executive Director; and
- (4) 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.

(d) Each Annex shall enter into force at such time as the Executive Committee, acting by consensus, decides that there is sufficient participation to perform the Task.

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 two years; 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;

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- (3) Carry out the other functions conferred upon it by this Agreement and the Annexes hereto;
- (4) Notify the IEA Secretariat of the intention to invite to any workshop, conference, meeting or similar event under the Programme any Participant or any representative of any country that is not a member of the Agency, written notice of such intention to be given sufficiently in advance of the event to permit appropriate consultations and approval action to be taken within the Agency; and
- (5) Consider any matters submitted to it by any of the Operating Agents or by any Contracting Party.

(d) *Procedures.* 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;
- (3) 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;
- (4) The Executive Committee shall meet in regular session not less than twice each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;
- (5) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;
- (6) 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;
- (7) 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; and
- (8) The Executive Committee shall ensure that minutes of each meeting are distributed promptly after the meeting to each person or entity entitled to attend the meeting.

(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 unanimous 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 unanimous 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.
- (3) If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties together may cast only one vote under this paragraph.
- (4) 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 means of electronic transmission without the necessity for 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, by 31st January each year, provide the Agency with 30 copies of reports containing technically substantive, non-proprietary information on the progress of the Programme and its results.

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) *Specific Responsibilities.* The Operating Agent for each Annex shall be responsible for the overall technical and administrative management of the work under that Annex and for implementing the decisions of the Executive Committee. To this end, the Operating Agent for each Annex shall:

- (1) Prepare and submit annual reports to the Executive Committee on progress made on work under the Annex; and
- (2) Upon request of the Executive Committee, convene annual meetings to be attended by all Participants in the Task, as well as meetings of working groups, where necessary, the cost of which will be borne by the Participants.

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

(e) *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.

(f) *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 in its function of Operating Agent by the Executive Committee, acting by unanimity.

(g) *Accounting.* An Operating Agent which is replaced or which resigns as Operating Agent shall, not later than three months after such replacement or resignation takes effect, provide the Executive Committee with an accounting of any monies and other assets which

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it may have collected or acquired for the Task in the course of carrying out its responsibilities as Operating Agent and shall transfer those monies and other assets to the replacement Operating Agent as soon as possible after the delivery of the accounts.

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

(i) *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 by the Executive Committee, 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 Financial 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 (h) 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 conform to accounting principles generally accepted in the country of the Operating Agent and shall be 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 two years, not later than three months before the beginning of each financial year; the Executive Committee shall then transmit the final programme, once approved, to the Agency and to the members of the Agency's Committee on Energy Research and Technology.
- (3) The Operating Agent shall maintain complete and 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 for the Task 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 shall include all payroll-related costs.

(g) *Currency of Contributions.* Contributions due hereunder from the Contracting Parties shall be paid in the currency of the Operating Agent, unless another currency is specified by the Operating Agent in agreement with the Executive Committee for the purpose of meeting a commitment in that currency.

(h) *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.

(i) *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.

(j) *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.

(k) *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

PROCUREMENT PROCEDURES

All procurement of equipment and material shall be in accordance with the procedures laid down by the Executive Committee under Article 6(c)(1) hereof, which shall provide, inter alia:

- (1) The Operating Agent of each Annex shall have the power to enter into agreements and contracts for all necessary support, design and developmental services, and material fabrication and facility construction activities in the interest of the Annex, provided that such agreements and contracts are authorized in an approved Budget or by the provisions of this Agreement or by the express authority of the Executive Committee;
- (2) No Operating Agent shall enter into any agreement for a total value of more than US \$10,000 without the approval of the Executive Committee;
- (3) The Operating Agent for each Annex shall perform all procurement functions that may be necessary to carry out activities under the Annex, in accordance with the procurement procedures adopted by the Executive Committee pursuant to Article 6(c)(1) hereof;
- (4) Consistent with the aforementioned procurement procedures, the Operating Agent shall undertake to secure the best contractual terms and conditions available; including, where possible, provision for title to all intellectual property generated under the Agreement, for a royalty-free licence for the use of background intellectual property for the purposes of the Project alone, and for a right on reasonable terms and conditions in accordance with Article

8 hereof for the Contracting Parties to use such background intellectual property commercially.

Article 8

INFORMATION AND INTELLECTUAL PROPERTY

(a) *Application to Agreement and Annexes.* Pursuant to the General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November, 1975, and any modification thereof, the following information and intellectual property provisions shall generally apply to this Agreement and each of its constituent Annexes. Exceptions and additions to these provisions may be made in any particular Annex, in which case they shall apply to that Annex alone.

(b) *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property provided under or arising from each Annex shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement and the laws of the countries of the Participants.

(c) *Proprietary Information.* The Operating Agent and the Participants shall take all necessary measures in accordance with this Article, the laws of their respective countries, and international law to protect proprietary information. For the purposes of this Article, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, and manufacturing methods, processes, or treatments) which:

- (1) Is not generally known or publicly available from other sources;
- (2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and
- (3) Is not already in the possession of the recipient Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

(d) *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the performance of the work under each Annex. The Participants in each Annex should notify the Operating Agent of all pre-existing information, and information developed independently of the Annex known to them which is relevant to the Annex and which can be made available without contractual or legal limitations.

(e) *Production of Available Information by Participants.* Each Participant in an Annex agrees to provide to the Operating Agent all previously existing information and information developed independently of the Annex which is needed by the Operating Agent to carry out its functions in that Annex, which is freely at the disposal of the Participant, and the transmission of which is not subject to any contractual and/or legal limitations:

- (1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Annex.
- (2) If substantial costs must be incurred by the Participant to make such information available, at such charge to the Annex as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

(f) *Use of Proprietary Information.* If a Participant in an Annex has access to proprietary information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent in accordance with an agreement between the Operating Agent and the specific Participant setting forth the terms and conditions for such acceptance; but the proprietary information shall not become part of reports, handbooks, or other documentation, nor be communicated to the other Participants except as may be agreed in writing between the Operating Agent and the Participant which supplied such information.

(g) *Arising Proprietary Information.* It shall be the responsibility of the Operating Agent to identify information arising from each Task which qualifies as proprietary information under this Article and to ensure that it is appropriately marked. If any Contracting Party questions the decision of the Operating Agent regarding the proprietary nature of arising information, the question shall be submitted to the Executive Committee for decision. Proprietary information arising from any Task shall be the property of the Operating Agent for the benefit of the Participants in the Task. The Operating agent shall license such proprietary information for non-exclusive use as follows:

- (1) To each Participant in the Task:
 - (i) On the most favourable terms and conditions for use by the Participant in its own country;
 - (ii) On favourable terms and conditions for the purpose of sub-licensing others for use in its own country.

In each case, the terms and conditions are to be stipulated by the Executive Committee taking into account the equities of the Participants based upon the sharing of obligations, contributions, rights and benefits of all Participants.

- (2) Subject to sub-paragraph (1) above, to each Participant in the Task for use in all countries, on reasonable terms and conditions stipulated by the Executive Committee taking into account the equities of the Participants based upon the sharing of obligations, contributions, rights and benefits of all Participants;

- (3) To the government of any Agency country and nationals designated by it, for use in such country in order to meet its energy needs, on terms and conditions stipulated by the Executive Committee taking into account any equitable conditions which should arise from the support provided by the Agency to the Task;
- (4) To entities and persons not mentioned above in this paragraph, if agreed by the Executive Committee, on terms and conditions stipulated by the Executive Committee.

(h) *Acquisition of Information.* Each Participant in an Annex shall inform the Operating Agent of the existence of information known to the Participant that can be of value to the Annex, but which is not freely available, and the Participant shall endeavour to make the information available to the Annex under reasonable conditions.

(i) *Exchange of Information with Others.* The Executive Committee may, acting by unanimity, make arrangements for the acquisition of information from sources other than the Participants in an Annex. The Executive Committee shall, acting by unanimity, determine the rules by which information available to Participants in an Annex may be made available to governments, utilities, research institutions, and other appropriate entities of countries which do not participate in an Annex.

(j) *Reports on Work Performed.* The Operating Agent of each Annex shall provide reports on all work performed under the Annex and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, to the Participants.

(k) *Copyright.* The Operating Agent of each Annex may take appropriate measures necessary to protect copyrightable material generated under that Annex. Copyrights obtained shall be held by the Operating Agent for the benefit of the Annex Participants, in accordance with Article 4(b)2 hereof. Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as agreed by the Executive Committee, acting by unanimity.

(l) *Authors.* Each Participant shall, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation with its authors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(m) *Access to Information and Reports.* Participants in each Annex shall be entitled without charge to have access to the information and reports produced by the Operating Agent of that Annex. The Executive Committee shall lay down guidance as to the use any Participant may make of the information and, where appropriate, the charges to be imposed.

(n) *Effect of Termination or Withdrawal.* The Executive Committee shall, at the time of the termination of this Agreement or the withdrawal of any Contracting Party, adopt appropriate measures for the subsequent application of the obligations of paragraph (b)

above and related questions, which may include guidance as to the use any previous Participant may make of the information and, where appropriate, the charges to be imposed.

Article 9

LEGAL RESPONSIBILITY AND INSURANCE

(a) *Liability of the 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 approved by the Executive Committee and 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 if 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) *Responsibility of the Operating Agent.* The Operating Agent shall, in accordance with the laws of the country of the Operating Agent, be responsible in its capacity as such, for 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 10

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) *Appropriation of Funds and 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 constitutions, 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.* Participants in the various Tasks shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

(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 11

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: OECD Countries.* Subject to Article 12(a) below, upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open after 24th May, 1993 to the government of any Agency Participating 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. Upon invitation of the Governing Board of the Agency, admission to this Agreement shall be open also to the government of any Member country of the Organisation for Economic Co-operation and Development (OECD) which does not participate in the Agency (or a national agency, public organization, private corporation, company or other entity designated by such government) under the conditions stated above.

(b) *Admission of Associate Contracting Parties.* The government of any country which does not participate in the OECD, or any international organization in which one or more such governments participate, may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become an Associate Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company or other entity to do so). The terms, conditions and duration shall be agreed in each case between the Contracting Parties and the Associate Contracting Party on an equitable basis in relation to the sharing of obligations, contributions, rights and benefits, as provided for in the Guiding Principles for Co-operation in the Field of Energy Research and Development, approved by the Governing Board of the Agency on 9th December, 1991 [IEA/GB(91)79] and any modification thereof.

(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, materials or intellectual property) 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 12

FINAL PROVISIONS

- (a) This Agreement shall be open for signature, until 24th May, 1993, by any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government).
- (b) *Term of Agreement.* This Agreement shall enter into force upon signature by two or more Contracting Parties and shall remain in force for an initial period of five years. The term of the Agreement may be extended for such additional periods as may be determined by the Executive Committee, acting by unanimity, with the prior approval of the Governing Board of the Agency. The Executive Committee may, acting by unanimity, terminate this Agreement at any time.
- (c) *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.
- (d) *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

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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.

(e) *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.

(f) *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 and to the Operating Agents. 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

day of

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*Annex II*OPERATIONAL PERFORMANCE AND DESIGN OF
PHOTOVOLTAIC SYSTEMS AND SUBSYSTEMS1. *Objective*

The objective of this Task is to improve the design, construction and operation of photovoltaic power systems and subsystems for application by electric utilities and other users by collecting, analyzing and disseminating information on their technical performance, providing a basis for measuring their performance in a consistent format, and developing practical recommendations for their design.

2. *Means*

Work in pursuit of the foregoing objective will be performed by photovoltaic power systems experts and engineers in the Participants' countries. Participants will carry out the following Subtasks:

- (a) Subtask II/1 International Data Base on the Technical Performance of Photovoltaic Power Systems and Subsystems

Participants will collect information on the technical performance of photovoltaic power systems and subsystems by means of published and unpublished written materials and personal interviews. The information will then be entered in a data base on photovoltaic performance. To ensure consistency, a data collection format and a set of standard definitions will be developed and agreed to so that the terms, units, and measurements are highly similar or identical. Regular contacts will be maintained with other Tasks of the Agreement so that the data collected are as complete as possible.

- (b) Subtask II/2 Analysis and Dissemination of Technical Performance Data on Photovoltaic Power Systems and Components

Participants will analyze performance data for photovoltaic power systems and components in their respective countries both in order to ensure the quality and comparability of information entered in the data base under Subtask II/1 and to develop analytical reports on key issues involved in structuring and formatting such data. Participants will also compare existing performance monitoring approaches in their countries.

- (c) Subtask II/3 Development of Techniques and Procedures for Measuring Performance of Photovoltaic Power Systems and Subsystems

Participants will assess which current procedures for measuring the performance of photovoltaic power systems and subsystems are most effective, which can be improved, and which are best avoided. Based on this assessment, they will develop new procedures for measuring photovoltaic performance. In this connection, the Participants will specify and procure systems and subsystems for comparison of alternative measurement techniques. Advantageous modifications to measurement procedures will be developed and experimentally proven. Participants will then decide on measurement procedures to be recommended for use within their countries and considered by international standard setting bodies.

(d) Subtask II/4 Development of Recommendations for Improved Design of Photovoltaic Power Systems and Subsystems

Participants will develop guidelines for improved design of photovoltaic power systems and subsystems in various market applications. Participants will also co-operate with international standard-setting organizations to support their development of draft technical standards for the design and manufacture of photovoltaic systems and subsystems. In doing so, Participants will take account of the work performed in other Subtasks of this Annex and design improvements shown to be feasible under Tasks III, V and VI as described below.

3. Results

The products of work performed in this Annex will be designed for use by power plant system designers in utilities and the photovoltaic power industry. Results of the joint activity will include:

- (a) An international data base on the technical performance of photovoltaic power systems and subsystems pursuant to work under Subtask II/1 as described in sub-paragraph 2(a) above;
- (b) Analytical reports on the technical performance of photovoltaic power systems and subsystems based on work under Subtask II/2 as described in sub-paragraph 2(b) above;
- (c) Analysis of techniques and procedures for measuring the performance of photovoltaic power systems and subsystems pursuant to Subtask II/3 as described in sub-paragraph 2(c) above;
- (d) Guidelines for improved design of photovoltaic power systems and subsystems, with related support for international standard-setting bodies, pursuant to efforts under Subtask II/4 as described in sub-paragraph 2(d) above.

4. *Time Schedule*

This Annex shall enter in force on ----- and shall remain in force for five years. It may be extended by agreement of two or more Participants, acting in the Executive Committee, taking into account any recommendation of the Agency's Committee on Energy Research and Technology concerning the term of this Annex, and shall thereafter apply only to those Participants.

5. *Specific Responsibilities of the Operating Agent*

In addition to carrying out the specific responsibilities enumerated in Article 4 of this Agreement, the Operating Agent shall:

- (a) Maintain an international data base on the technical performance of photovoltaic power systems and subsystems pursuant to Subtask II/1;
- (b) Publish analytical reports on the technical performance of photovoltaic power systems and subsystems pursuant to Subtask II/2;
- (c) Co-ordinate the development of techniques and procedures for measuring performance of photovoltaic systems and subsystems pursuant to Subtask II/3;
- (d) Co-ordinate the development of guidelines for improved design of photovoltaic systems and subsystems, as well as related support for international standard-setting bodies, pursuant to Subtask II/4.

6. *Funding*

- (a) *Data Base.* The cost of maintaining the data base on photovoltaic performance pursuant to Subtask II/1 shall be borne by the Operating Agent.
- (b) *Publications.* The cost of publishing analytical reports pursuant to Subtask II/2 shall be met by the Operating Agent.
- (c) *Individual Financial Obligations.* Each Participant shall bear all the costs it incurs in carrying out its obligations under this Annex, including reporting and travel expenses.
- (d) *Task-Sharing Requirements.* The total level of effort to perform the work specified in this Annex is estimated at 10 person-years per year. The expected contribution of each Participant to task-sharing under the Annex is therefore 1 to 2 person-years of effort during each year that the Annex remains in force.

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7. *Operating Agent*

The Forschungszentrum Jülich GmbH, Germany is designated as the Operating Agent for this Task. It will act through the Institut für Solarenergieforschung GmbH (ISFH), Hannover (Germany).

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A CO-OPERATIVE PROGRAMME
ON TECHNOLOGIES RELATING TO
GREENHOUSE GASES DERIVED
FROM FOSSIL FUEL USE

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT

FOR A CO-OPERATIVE PROGRAMME ON TECHNOLOGIES RELATING TO GREENHOUSE GASES DERIVED FROM FOSSIL USE

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INTERNATIONAL ENERGY AGENCY

**IMPLEMENTING AGREEMENT
FOR A CO-OPERATIVE PROGRAMME
ON TECHNOLOGIES RELATING TO
GREENHOUSE GASES DERIVED
FROM FOSSIL FUEL USE**

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 so invited by the Governing Board or parties designated by their respective governments, wish to take part in the establishment and operation of a Co-operative Programme on Technologies Relating to greenhouse gases derived from fossil fuel use (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 and agreed in Chapter IV of the Long-Term Co-operation Programme, adopted by the Governing Board of the Agency on 30th January, 1976, to undertake co-operative activities including jointly financed programmes and projects in energy research and development;

CONSIDERING that the Governing Board of the Agency on 6th March, 1991, 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 energy research and development;

HAVE AGREED as follows:

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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 evaluating technologies for abatement, control, utilisation and disposal of carbon dioxide and other greenhouse gases derived from fossil fuel use; preparing research, development and demonstration proposals and conducting, where appropriate, R&D projects.
- (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 Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the Tasks with the objective of advancing the state of understanding of all Contracting Parties in the field of technology options for reducing gaseous emissions of CO₂.

Article 2

IDENTIFICATION AND INITIATION OF TASKS

- (a) *Initial Task.* The Contracting Parties identified in each Annex hereto at the time of their respective signatures are the initial Participants in the Task established in that Annex. Notice of Participation in that Task by other Contracting Parties shall be communicated to the Executive Director of the Agency.
- (b) *Initiation of Additional Tasks.* Additional Tasks may be initiated by any Contracting Party according to the following procedure:
- (1) A Contracting Party wishing to initiate a new Task shall present the Contracting Parties for approval a draft Annex, similar in form to the Annex or 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 adoption by the Executive Committee acting by majority. The adopted draft Annex shall become part of this Agreement;
 - (3) A Contracting Party shall become a Participant in each Task for which the Participant is identified in the applicable Annex when the Annex is adopted.

A Contracting Party identified as the Operating Agent in an Annex when adopted shall be deemed to have accepted the designation as Operating Agent for that Annex. Notice of Participation in the Task by other Contracting Parties and Notice of Acceptance by other Operating Agents shall be communicated to the Executive Director;

- (4) In carrying out the various Tasks, Participants and Operating Agents shall co-ordinate activities both within and between Tasks to avoid unnecessary 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.

(d) *Task Co-ordination.* The activities in all Tasks will interact with each other through the co-ordination and evaluation by the Executive Committee of the work in these Tasks. In carrying out these functions, the Executive Committee may use the evaluations developed in Task 1.

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. Each Contracting Party shall be entitled to send one observer or such additional numbers of observers as may be decided by the Executive Committee to meetings of the EC but such observers shall not have the power to vote.

(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 two years; 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) Notify the IEA Secretariat of the intention to invite to any workshop, conference or similar event under the Programme any Participant or representative from any country not a member of the Agency, written notice of such intention to be given sufficiently in advance of the event to permit appropriate consultations and approval action to be taken within the Agency.
- (5) 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 procedure:

- (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;
- (3) 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;
- (4) The Executive Committee shall meet in regular session not less than twice each year; additional meetings shall be convened by its Chairman upon the request of an Operating Agent or any Contracting Party which can demonstrate the need therefore;
- (5) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;
- (6) 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. No decisions taken at a Meeting of the EC shall be invalidated because notice was not given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;
- (7) 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 only a quorum as aforesaid of members or alternate members designated by the Participants in that Task;
- (8) The Executive Committee shall ensure that minutes of each meeting are distributed promptly after the meeting to each person or entity entitled to attend the meeting.

(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 no express provision is made in this Agreement: by unanimous agreement of those members or alternate members which were designated by the Participants in that Task and which are present and voting;
 - (ii) When a majority vote is required under 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 cases in which this Agreement requires the Executive Committee to act by unanimity where no express provision is made in this Agreement, this shall require unanimous agreement of each member or alternate member present and voting, and in respect of decisions and recommendations for which a majority 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.
- (3) If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties together may cast only one vote under this paragraph.
- (4) 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 means of electronic transmission sent to the chairman of the Executive Committee without the necessity for 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 may notify members and alternate members of a proposed recommendation or decision and request them to notify him whether they assent thereto. If neither the member nor the alternate member designated by a Contracting Party shall have responded to such a request within 14 days they shall be deemed to have voted against the proposal. The Chairman of the Executive Committee shall ensure that all members are informed of each action taken pursuant to this sub-paragraph.

(f) *Reports.* The Executive Committee shall, by 31st May each year, provide the Agency with 30 copies of reports containing technically substantive, non-proprietary information on the progress of the Programme and its results.

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) *Reimbursement of Costs.* The Executive Committee shall provide that expenses and costs incurred and claimed 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 with the consent of such government or entity, replace the 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 in its function of Operating Agent by the Executive Committee.

(f) *Accounting.* An Operating Agent which is replaced or which resigns as Operating Agent shall not later than 3 months after such replacement or resignation takes effect 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 and shall transfer those monies and other assets to the replacement Operating Agent as soon as possible after the delivery of the accounts.

(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, unless otherwise agreed by a Seconding employer and the Operating Agent, 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.

Article 6

FINANCE

(a) *Individual Financial 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, established pursuant to paragraph (h) 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 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.

(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 conform to accounting principles generally accepted in the country of the Operating Agent and shall be 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 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 two years, not later than three months before the beginning of each financial year;
- (3) The Operating Agent shall maintain complete and 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 for the Task 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 payroll-related costs.

(g) *Currency of Contributions.* Contributions due hereunder from the Contracting Parties shall be paid in the currency of the Operating Agent, unless another currency is specified by the Operating Agent in agreement with the Executive Committee for the purpose of meeting a commitment in that currency.

(h) *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 shall determine, provided, however, the contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget for the Task;

(i) *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.

(j) *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.

(k) *Audit.* Each Participant shall have the right, at its own 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

PROCUREMENT PROCEDURES

All procurement of equipment and material shall be in accordance with the procedures laid down by the Executive Committee under Article 6(c)(1) hereof, which shall provide, inter alia:

- (a) The Operating Agent shall have the power to enter into agreements and contracts for all necessary support, design and developmental services, and material fabrication and facility construction activities in the interest of its designated Task, provided that such agreements and contracts are authorized in an approved Budget or by the provisions of this Agreement or by the express authority of the Executive Committee;
- (b) The Operating Agent shall not enter into any agreement for a total value of more than £100,000 without the approval of the Executive Committee;
- (c) The Operating Agent shall perform all procurement functions necessary for its designated Task, in accordance with the procurement procedures adopted by the Executive Committee pursuant to Article 6(c)(1) hereof;
- (d) Consistent with the aforementioned procurement procedures, the Operating Agent shall undertake to secure the best contractual terms and conditions available; including, where possible, provision for title to all intellectual property generated under the Agreement, for a royalty-free licence for the use of background intellectual property for the purposes of the Programme alone, and for a right on reasonable terms and conditions in accordance with Article 8 hereof for the Contracting Parties to use such background intellectual property commercially.

Article 8

INFORMATION AND INTELLECTUAL PROPERTY

It is expected that, for each Task agreed 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 information and intellectual property provisions pursuant to this Article.

Article 9

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 approved by the Executive Committee 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 if the Task Annex so provides or the Executive Committee so decides. Subject to paragraph (c) below, any liabilities, cash, claims and expenses not covered by such insurance shall be borne by the Contracting Parties out of common funds.

(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) *Responsibility of Operating Agent.* The Operating Agent shall, in accordance with the laws of the country of the Operating Agent, be responsible in its capacity as such, for 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 10

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) *Appropriation of Funds and 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 constitutions, 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.* Participants in the various Tasks shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

(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 11

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: Agency Countries.* Upon the invitation of the Executive Committee, admission to this Agreement shall be open to the government of any Agency Participating 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: Other Countries.* The government of any country which does not participate in the Agency may, on the proposal of the Executive Committee, be invited by the Governing Board of the Agency to become a Contracting Party to 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.

(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, materials or intellectual property) 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 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 (other than as an Operating Agent) or from any Task either with the agreement of the Executive Committee, 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 unless the Executive Committee adopts other arrangements or decides that the Task shall terminate.

(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, 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 to have withdrawn from this Agreement. In so deeming the Executive Committee shall act by unanimity except that the approval of the member or alternate member designated by such Contracting Party shall not be required.

Article 12

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall enter into force upon signature by two or more Contracting Parties and shall remain in force for an initial period of ten years. It may be extended for such additional periods as may be determined by the Executive Committee, with the prior approval of the Governing Board of the Agency. The Executive Committee 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, shall arrange for the liquidation of the assets of the Task or Tasks. In the event of such liquidation, the Operating Agent in consultation with the Executive Committee shall, so far as practicable, distribute the assets of the Task, or the proceeds therefrom to the Participants, 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 10(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, and any Annex to this Agreement may be amended at any time by the 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 and to the Operating Agents. 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 20th day of November, 1991.

For the DEPARTMENT OF ENERGY, MINES AND RESOURCES (CANADA):	Anne Marie Doyle
	For the Minister of Energy, Mines and Resources on behalf of her Majesty the Queen in right of Canada
For the COMMISSION OF THE EUROPEAN COMMUNITIES:	Paolo Fasella
For the MINISTRY OF ENERGY, DANISH ENERGY AGENCY for and on behalf of the Government of Denmark:	Anton Beck
For the MINISTRY OF TRADE AND INDUSTRY for and on behalf of the Government of Finland:	Pasi Rutanen
For the ENTE NAZIONALE PER L'ENERGIA ELETTRICA (ENEL) (designated by the Government of Italy):	Corrado Corvi Marcello Pagliari
For the NEW ENERGY AND INDUSTRIAL TECHNOLOGY DEVELOPMENT ORGANIZATION (NEDO) ¹ (designated by the Government of Japan):	
For the NETHERLANDS AGENCY FOR ENERGY AND THE ENVIRONMENT (NOVEM) (designated by the Government of the Netherlands):	Th. J. van Rossum
For the GOVERNMENT OF THE KINGDOM OF NORWAY:	Bjørn Barth
For the CENTRO DE INVESTIGACIONES ENERGÉTICAS MEDIOAMBIENTALES Y TECNOLÓGICAS (designated by the Government of Spain):	Ramón Pérez Simarro
For the NATIONAL BOARD FOR INDUSTRIAL AND TECHNICAL DEVELOPMENT (NUTEK) (designated by the Government of Sweden):	Birgitta Råland
For the SECRETARY OF STATE FOR ENERGY for and on behalf of the Government of the United Kingdom of Great Britain and Northern Ireland:	J. Gray
For BRITISH COAL CORPORATION (designated by the Government of the United Kingdom of Great Britain and Northern Ireland):	W. C. Whitehead
For the DEPARTMENT OF ENERGY for and on behalf of the Government of the United States of America:	Alan Larson

¹ An Instrument of Accession to the Agreement was signed in Tokyo by Mr. Masayoshi Hayashi, Chairman of NEDO, and deposited with the IEA on 26th March, 1992.

Annex I

ASSESSMENT OF TECHNOLOGY OPTIONS

1. *Objectives*

The specific objectives of this Task are as follows:

- (i) Evaluate (on a full fuel cycle basis) the technical and economic feasibility, technical performance, and environmental benefits and impacts of technologies for abatement, control, utilization and disposal of carbon dioxide and other greenhouse gases derived from fossil fuel use, this evaluation to be conducted on a consistent basis relative to other options for reducing emissions of such gases;
- (ii) Estimate the energy market and economic impacts of the implementation of potential abatement options;
- (iii) Disseminate the results of the Programme activities to the Participants; and
- (iv) On the basis of the investigations described under sub-paragraph (i) above, prepare research and development and demonstration proposals for favoured technical options.

The Operating Agent may take account of the results of subsequent Tasks in pursuing these objectives.

The overall aim is to provide an evaluated range of technology options for the control of greenhouse gas emissions, with an emphasis on CO₂ emissions. The work will be based on coal, oil and natural gas fired systems. Scientific developments with significant technical potential for removing greenhouse gases from the atmosphere could also be considered. The nature of the activities under this Task is such that the Project Team referred to in paragraph 3(b) below will interact with subsequent additional Tasks in providing evaluation, information transfer and co-ordination functions for the Executive Committee.

2. *Scope and Means*

The following activities will form the basis of the initial work programme.

(a) *Feasibility and Performance Assessments*

An initial appraisal will establish the options which warrant attention and these will be studied pursuant to a timetable agreed by the Participants. Existing technologies will be used as a basis for comparison. Evaluations will consider four principal aspects:

- (i) Technical feasibility and process development requirements;

- (ii) Technical performance (mass and energy balances, thermal efficiency, etc.);
- (iii) Environmental impact;
- (iv) Cost of electricity or heat.

Environmental impact assessments will include greenhouse gas emissions to the atmosphere, in particular CO₂ (e.g. kg of CO₂/kWh), generation of byproducts and other environmental implications introduced by the technology.

While full use will be made of existing information, it will be necessary to initiate studies (some under sub-contract, e.g. engineering costs) to fully consider all four aspects of each option. Results will be presented on a comparable basis.

(b) *Economic Impact Analysis*

An initial review will define proposed activities under this heading for approval by the Executive Committee, acting by unanimity. This activity could estimate the effect of control and abatement technologies for greenhouse gas emissions from fossil fuel use on the national economies and world energy market. Analysis could be on a full fuel cycle basis. Results could be used to assess their impacts, relative merits and implications for R&D policy. Projections could concentrate on individual country impacts but also consider global implications.

(c) *Information, Collation and Transfer*

- (i) The Operating Agent will negotiate with IEA Coal Research for the use of its coal database, links with the Energy Technology Data Exchange and Global Warming Unit at Oak Ridge and other databases in IEA Member countries, to provide:
 - (1) An IEA database service on emission control and disposal technologies pertaining to greenhouse gases arising from fossil fuel use;
 - (2) A source of rapidly available authoritative advice and background information for Participants on relevant developments;
 - (3) Assessment of these information flows for inclusion in the various written reports and newsletters which are proposed.
- (ii) Information transfer will be through written reports, meetings with experts from Participants and informally by telephone, on demand. The following written reports are envisaged:

- (1) Preliminary reports on arrangements for programme management details of the work programme, methodology for assessments, economic analysis and information transfer;
- (2) Evaluation reports assessing the feasibility and performance of each technology option addressed;
- (3) Evaluation reports assessing the economic impact of the options;
- (4) Position papers at six monthly intervals providing an overview of options and periodical newsletters providing an overview of recent developments;
- (5) Bibliographies of recent information;
- (6) Proposals for other Tasks;
- (7) Final Task I report(s) providing an overview of the evaluation reports and recommending priorities for research;
- (8) Short briefing papers responding to significant technical or political developments, at the discretion of the Project Director referred to in Paragraph 3(c) below and/or the request of the Executive Committee;
- (9) Project management reports for Executive Committee meetings.

Evaluation reports will be drafted by the appropriate staff undertaking the assessment work, subject to a peer review, and then published. The Operating Agent will negotiate with IEA Coal Research for the publishing of evaluations and other technical reports generated by the Project Team established pursuant to paragraph 3 below.

(d) *Preparation of Proposals for Further Research and Development*

The Task should identify promising technologies which warrant further development towards commercial demonstration. Such proposals might include:

- (i) Objectives for the new projects;
- (ii) Role of the proposed work in the overall development of this approach;
- (iii) Plant description;
- (iv) Scope of research/tests/demonstration programme;
- (v) Projected costs;

- (vi) Management arrangements as an international collaborative effort;
- (vii) A provisional timetable.

Project prospectus (i) would be prepared and used to solicit support for the proposed work.

3. *Operating Agent and Project Team*

- (a) The British Coal Corporation is designated as the Operating Agent for this Task;
- (b) The Operating Agent shall maintain a project team which will undertake the work programme under the direction of the Executive Committee (the "Project Team");
- (c) The Operating Agent shall appoint a project director ("the Project Director") who shall be responsible for leading the Project Team;
- (d) The Project Team for this Task shall be represented at Executive Committee meetings discussing this Task by the Project Director or another member of the Project Team;
- (e) The Task I Project Team shall provide secretariat and other management functions required by the Executive Committee for the proper management of the Task and Programme;

4. *Information and Intellectual Property*

- (a) *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property provided to or arising from activities conducted under this Annex shall be determined by the Executive Committee, acting by unanimity of the Participants. For purposes of this Annex, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, 14th July, 1967;
- (b) *Right to Publish.* Subject only to copyright restrictions of this Annex, the Participants in this Task shall have the right to publish all information provided to or arising from this Annex, except proprietary information, but they shall not publish it with a view to profit, except as agreed by the Executive Committee, acting by unanimity;
- (c) *Proprietary Information.* The Operating Agent and the Participants shall take all necessary measures in accordance with this paragraph, and the laws of their respective countries to protect proprietary information. For

the purposes of this Annex proprietary information shall mean information provided to Task I of a confidential nature such as trade secrets and know-how (for example computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes or treatments) which is appropriately marked provided such information:

- (1) Is not generally known or publicly available from other sources;
- (2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and
- (3) Is not already legitimately in the possession of the recipient Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked;

- (d) *Production of Relevant Information.* Where appropriate the Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task. The Participants should notify the Operating Agent of all pre-existing information, and information developed independently of the Task known to them which is relevant to the Task and which can be made available to the Task without contractual or legal limitations.
- (e) *Arising Information.* All information developed in connection with and during activities carried out under the Task (arising information) shall be provided by the Operating Agent to each Participant in the Task.
- (f) *Copyright.* Each Participant shall be entitled to a non-exclusive, irrevocable, royalty-free licence in all countries to translate, reproduce and publicly distribute scientific and technical journal articles, reports and books directly arising from co-operation under this Annex. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
- (g) *Authors and Inventors.* Each Participant and the Operating Agent shall, without prejudice to any rights of authors or inventors under its national laws, use its best endeavours to provide the co-operation from its authors or inventors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its nationals according to the laws of its country.
- (h) *Participants.* For the purpose of this paragraph, the term "Participants" includes, in addition to initial Participants in the Task and acceding

Participants, an entity or person (1) which is a member of a group of entities or persons (the "Supporting Group Member") for which a Participant acts as a lead organization for Task I and, (2) which has been recognized as such by the Executive Committee, acting by unanimity.

5. *Contributions*

The Task shall be funded by common funds, which shall be established by contributions from each Participant apportioned on a basis determined by the Executive Committee, acting by unanimity. It is currently planned that the amount of the contributions to be made in each successive period of 12 months shall be as specified in Table 1 attached hereto.

The Operating Agent shall not be required to incur financial obligations or to expend funds for Task I except to the extent that contributions covering such obligations or expenditure have been received by the Operating Agent.

6. *Payments*

- (a) The Operating Agent will keep account of all expenditures and any consequent termination costs that could be incurred. The Operating Agent shall report these in six monthly statements along with a forecast of the expenditure and consequent termination costs for the succeeding six months. The Operating Agent shall invoice the Participants in advance, pursuant to the Budgets adopted by the Executive Committee, in proportion to the relative sizes of the subscriptions determined under paragraph (5) above, where the expenditure incurred or the forecast, including termination costs, exceeds the funds held for this purpose. Participants shall be liable to pay such amounts within 30 days from the date of the invoice or such other period as may be agreed by the Executive Committee, acting by unanimity.
- (b) The Operating Agent shall prepare a proposal for financial rules for consideration and, if thought fit, approval by the Executive Committee pursuant to Article 6 (c) of the Agreement.

7. *Time Schedule*

This Annex shall enter into force when the Agreement enters into force and shall remain in force until 21st May, 1994. This Annex may be extended by the agreement of two or more Participants, acting in the Executive Committee, and taking into account any recommendation of the Agency's Committee on Energy Research and Development concerning the term of this Annex, and shall thereafter apply only to those Participants.

8. *Supporting Group Members*

(a) The "Supporting Group Members" are those entities or persons which support the Programme pursuant to arrangements with a Lead Organization which is a Participant. The interests of the Supporting Group Members are the concern of the Lead Organization for the Group. Supporting Group Members are not entitled to exercise the rights and do not undertake the duties of Participants except as provided in paragraph 4 above on Information and Intellectual Property.

(b) Lead Organizations and Supporting Group Members are as follows:

CANADA CENTRE FOR MINERAL AND ENERGY TECHNOLOGY (CANMET)
Alberta Office of Coal Research and
Technology, Alberta Energy;

THE MINISTRY OF ENERGY, DANISH ENERGY AGENCY
Elsam
Elkraft Power Company Ltd.;

BRITISH COAL CORPORATION
National Power plc
PowerGen plc.

9. *Participants*

The Contracting Parties which are Participants in this Task are the following:

The Government of Canada,
The Commission of the European Communities,
The Ministry of Energy, Danish Energy Agency,
The Ministry of Trade and Industry (Finland),
The Ente Nazionale per l'Energia Elettrica (ENEL) (Italy),
The New Energy and Industrial Technology
Development Organization (NEDO) (Japan),
The Netherlands Agency for Energy and the Environment (NOVEM),
The Government of the Kingdom of Norway,
The Centro de Investigaciones Energéticas
Medioambientales y Tecnológicas (Spain),
The National Board for Industrial and
Technical Development (NUTEK) (Sweden),
The Secretary of State for Energy (United Kingdom),
British Coal Corporation (United Kingdom),
The United States Department of Energy.

TABLE 1: SUBSCRIPTIONS FOR TASK I

<u>TIER</u>	<u>PARTICIPANTS</u>	<u>SUBSCRIPTION</u>		
		Year 1	Year 2	Year 3
1	UK DEPT OF ENERGY, BRITISH COAL CORPORATION	2 x £80,000	2 x £80,000	2 x £80,000
2	UNITED STATES, JAPAN, CANADA, GERMANY	£80,000	£80,000	£80,000
3	ITALY	£50,000	£50,000	£50,000
4	NETHERLANDS, SPAIN	£25,000	£25,000	£25,000
5	DENMARK, SWEDEN, NORWAY, FINLAND, COMMISSION OF THE EUROPEAN COMMUNITIES	£10,000	£10,000	£10,000

Note: Subscriptions for Years 2 and 3 are presented in Year 1 money values. The figures will be adjusted each year to reflect changes in prices and exchange rates.

INTERNATIONAL ENERGY AGENCY

**IMPLEMENTING AGREEMENT
FOR THE ESTABLISHMENT OF THE IEA
INFORMATION CENTRE FOR THE ANALYSIS
AND DISSEMINATION OF
DEMONSTRATED ENERGY TECHNOLOGIES**

ANNEX II

CADDET RENEWABLE TECHNOLOGIES:
ANALYSIS
AND DISSEMINATION OF INFORMATION
ON DEMONSTRATED RENEWABLE ENERGY
TECHNOLOGIES

DRAFT
30 September 92

1. Objective and Scope of Activity.

(a) Objective.

The objective of this Task is to broaden and improve the collection and exchange of demonstration and other appropriate information on renewable energy technologies in order to provide governments, utilities, industrial and other end-users in the countries of Contracting Parties with a better understanding of renewable technologies and measures available, thus leading to better informed decision-making, and increasing replication of successful demonstration and similar projects.

(b) Scope of activity.

- (1) CADDET shall develop, analyze, compare and disseminate to the Contracting Parties detailed information on demonstration and similar projects to increase awareness of developments in and aid in the promotion of renewable energy sources in all relevant sectors. Additional functions may be agreed on by the Executive Committee, acting by unanimity, in order to fulfil the objective of this Agreement;

- (2) In the areas of information and analysis, CADDET's work shall include:
- (i) Collection of information and data on current and completed demonstration and similar projects;
 - (ii) Documentation and dissemination of the results of the collection and analysis of the information and data to the Contracting Parties through appropriate means to be determined by the Executive Committee;
 - (iii) Provision of technical and economic analyses of the information and data on demonstration projects as set out above.
 - (iv) Facilitation of the widespread dissemination and adoption of innovative renewable energy technologies, and, to this end, CADDET shall analyze and compare such technologies and make known to the Contracting Parties the resulting policy implications, market choices facing manufacturers and consumers, and as appropriate, design methods and tools for the proper application of such technologies;
 - (v) To monitor developments in the energy markets which may impact on the potential for the commercialization of demonstrated technologies.
 - (vi) Organisation of expert's meetings as appropriate to discuss specific questions in renewable energy technologies and the results of the evaluation and analyses;
- (3) Renewable energy technologies are those dealing with the extraction of energy from a renewable energy source and its conversion into a conventional energy carrier (water, electricity, energy gas, etc).

2. Programme Obligations of the Operating Agent and the Contracting Parties.

(a) Obligations of the Operating Agent.

The Operating Agent will be responsible for the overall management and co-ordination of the work under this Agreement and its Tasks, and for implementing the decisions of the Executive Committee. To that end, the Operating Agent shall:

- (1) Propose and maintain a methodology and an international

format for the submission of all Renewable Technology Information by the National Teams as described in subparagraph (b) (1) below under this Task.

- (2) Maintain and develop CADDET Renewable Technologies in association with the Contracting Parties and their National Teams in accordance with this Task;

- (3) Operate CADDET Renewable Technologies at...

...in accordance with this Task and the decisions of the Executive Committee;

- (4) Carry out the work in close co-operation with the Contracting Parties and their National Teams.
- (5) Organize regular experts' meetings as described in Article 1(b) (2) (vi) of the Implementing Agreement and as agreed by the Executive Committee, acting by unanimity;
- (6) Provide periodic reports to the Executive Committee on the results and the progress of the work performed by CADDET Renewable Technologies.
- (7) Prepare and distribute to the Executive Committee yearly financial reports dealing with the performance of this Task within the approved Budget;
- (8) Promote the recruitment of specialized visiting staff members to be sent by Contracting parties to carry out the international exchange of information;
- (9) Perform such additional services and actions as may be necessary or appropriate to enable CADDET Renewable Technologies to realize its objective if so decided by the Executive Committee, acting by unanimity, with such amendment of Article 1 of the Implementing Agreement as may be required.
- (10) In co-ordination with the other Contracting Parties and their National Teams, use its best efforts to avoid duplication with information activities of the IEA Information Centres and other information systems, in a manner which is consistent with the terms and conditions of the Implementing Agreement.

- (11) The Operating Agent may conclude sub-contracts to cover part of its responsibilities. The terms and conditions for these sub-contracts shall be subject to approval by the executive Committee, acting by unanimity.

(b) Obligations of the Contracting Parties.

Each Contracting Party shall:

- (1) Nominate a National Team to provide the Operating Agent the necessary assistance in carrying out the responsibilities under this Task. Each National Team shall make its best effort to collect and transfer to the Operating Agent all its information on and experience from all demonstration and similar projects in the field of renewable technologies relevant to this Task except any information already provided to the Operating Agent through the IEA Information Centres or other information systems. The Renewable Energy Technology Information shall cover, preferably in English, current and completed demonstration and similar projects in renewable technologies in an international format as described in sub-paragraph (a) (1) above.

The information should in a balanced way cover demonstration and similar projects in renewable energy technologies and sources. It should comply with the definitions, guidelines and regulations set out in Chapter 3, "Demonstration Projects", of the CADDET Guidelines and Mode of Operation Document, version 1-92, April 30, 1992 or any agreed update. Each National Team should, as far as possible, provide requested and required data for the Analysis Tasks set forth in the CADDET Annual Programmes of Work.

- (2) Assist the Operating Agent in the recruitment of specialists from its country (or, in the case of the Commission of European Communities, from its staff) as visiting members to CADDET Renewable Technologies;
- (3) Provide the Operating Agent with funds in accordance with Article 4 hereof for the work it performs under subparagraph (a) above.

3. The Operating Agent.

- (a) The Operating Agent for this Task shall be ...
- (b) The Operating Agent should be responsible for overall co-ordination of this Task.
- (c) The Operating Agent shall report to the Executive Committee, at least once a year, on the progress of the activities under this Task.

4. Funding.

(a) Common Fund.

- (1) A Common Fund shall be established by the Executive Committee and shall be included in the annual Programme of Work and Budget for the purpose of funding the obligations of the Operating Agent under this Task.
- (2) The annual Common Fund expenditure incurred in the operation of CADDET for the first year of operation is fixed at a minimum of US\$ [500,000].
- (3) For each of the following four years of operation of this task, the amount is fixed at US\$ [500,000] at December 1, 1992, exchange rates and price levels and may not exceed those levels except upon the unanimous agreement of the Executive Committee. The Executive Committee, acting by unanimity, shall adjust the figures referred to in this paragraph at yearly intervals to take account of changes in exchange rates and changing price levels in the country of the Operating Agent to ensure that the necessary real resources will continue to be available to operate this Task. If significant changes in such exchange rates or price levels occur, the Executive Committee, acting by unanimity, shall consider whether to adjust the Programme of Work to the available funds.
- (4) For each later year of operation of this Task. the amount of the Common Fund shall be fixed by the Executive Committee, acting by unanimity.

(b) Contributions.

- (1) Each Contracting Party shall make an annual contribution to the Common Fund in accordance with a CADDET Annex II Annual Contribution Key to be decided by the Participants of this Task. The annual contribution from Associated Member Countries or their designates should not be lower than the minimum level agreed for full participants of this Task.

(c) Entrance Fee.

During the first four years an Entrance Fee of 25% of the sum of the annual contributions should be added to the first year's contribution from a new Participant. After the initial four years, an Entrance Fee of 100 % of the annual contribution for the new Participant should be added.

(d) Individual Financial Obligations.

Aside from the contributions described in sub-paragraph (b) above, each participant shall bear all the costs it incurs in carrying out this Task.

5. Time Schedule.

The duration of this Task shall be five years. It may be extended by written decision of the Executive Committee, acting by unanimity, and taking into account any recommendation of the Agency's Committee on Energy Research and Technology concerning the term of this Annex.

6. Participants.

The Contracting Parties designated by their respective Government which are Participants in this Annex are the following:

...