

INTERNATIONAL ENERGY AGENCY

**IMPLEMENTING AGREEMENT
FOR THE IEA CLEAN COAL CENTRE**

(amended to 27th October 2005)

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INTERNATIONAL ENERGY AGENCY

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(as amended to 27th October 2005)

The Contracting Parties

CONSIDERING that the governments of countries which participate in the International Energy Agency (the “Agency”) have agreed in Article 41 of the Agreement on an International Energy Program (the “I.E.P. Agreement”) to undertake national programmes and to promote the adoption of co-operative programmes in the areas set out in Article 42 of the I.E.P. Agreement including the area of energy research and development in coal technology;

CONSIDERING that the Governing Board of the Agency, on 28th July, 1975, approved the following services as special activities under Article 65 of the I.E.P. Agreement: the Coal Technical Information Service, the World Resources and Reserves Data Bank Service, the Mining Technology Clearing House Service and the Economic Assessment Service (“the Old Services”);

CONSIDERING that, on 20th November, 1975, the following Implementing Agreements were adopted for the establishment of the Old Services: the Implementing Agreement for the Establishment of the Coal Technical Information Service, the Implementing Agreement for the Establishment of the World Coal Resources and Reserves Data Bank Service, the Implementing Agreement for the Establishment of the Mining Technology Clearing House Service and the Implementing Agreement for the Establishment of the Economic Assessment Service;

CONSIDERING that the Governing Board of the Agency, on 26th October, 1982, endorsed the establishment of a new unified service, which is known as IEA Coal Research, as an important component of international co-operation in the field of coal research and development, and that the Executive Committees decided to replace the Old Services with IEA Coal Research which will be operated in accordance with this Agreement, as amended;

CONSIDERING that, on 26th April, 2002, the Executive Committee of IEA Coal Research decided to rename this Agreement the “Implementing Agreement for the IEA Clean Coal Centre”;

HAVE AGREED as follows:

Article 1

NAME OF IMPLEMENTING AGREEMENT

As from 26th April 2002, the name of this Implementing Agreement shall be “Implementing Agreement for the IEA Clean Coal Centre”.

Article 2

OBJECTIVES

(a) *General Objectives.*

- (1) The IEA Clean Coal Centre shall collect, assess, analyse and evaluate from published sources, direct enquiry and other available sources, such scientific, technical, environmental, economic and other data relevant to coal as may be agreed by the Executive Committee, acting by unanimity;
- (2) The IEA Clean Coal Centre shall provide to the Contracting Parties reports which assess, analyse and evaluate the literature and data in the field of competence of the IEA Clean Coal Centre, as provided for in the annual Programme of Work.

(b) *Information.* The IEA Clean Coal Centre shall provide information not available in convenient form to the Contracting Parties, including the publication of periodical reports and information as directed by the Executive Committee, such as:

Coal Abstracts;
Supply and Markets;
Combustion, Power Generation and Utilisation;
Coal-fired Power Stations;
Coal and the Environment;
Greenhouse Issue;
Emission Control Technologies;

and such additional fields as may be agreed by the Executive Committee, acting by unanimity.

(c) *Expertise.* The IEA Clean Coal Centre shall maintain expertise in appropriate fields for the provision of coal information to the Contracting Parties at their request.

(d) *Additional Services.* The Executive Committee, acting by unanimity, may empower the IEA Clean Coal Centre to perform additional technical and economic research and information services relevant to the coal industry.

(e) *Co-ordination with Agency Services.*

- (1) In carrying out its functions under this Agreement, the IEA Clean Coal Centre shall co-ordinate its activities with those of other services set up under the auspices of the Agency, as necessary, in order to avoid duplication of activities.
- (2) The exchange of energy information under other international agreements shall not affect Contracting Parties’ and the Operating Agent’s rights and obligations under this Agreement nor shall the exchange under this Agreement interfere with the information exchange under such other agreements.

Article 3

THE OPERATING AGENT

- (a) *Performance and Functions of Operating Agent.* The IEA Clean Coal Centre shall be operated by an Operating Agent. The functions of the Operating Agent are performed by IEA Coal Research Limited, a wholly-owned subsidiary of IMC Group Holdings Limited, which hereby guarantees to the other Contracting Parties that IEA Coal Research Limited will meet all its obligations (including financial obligations) and will duly perform its functions under this Agreement. IEA Coal Research Limited shall be regarded as a Contracting Party performing the functions of an Operating Agent for the purposes of Article 10(g) hereof.
- (b) *Replacement of Operating Agent.* Where the Executive Committee finds that it would be appropriate for another government or entity to act as Operating Agent, the Executive Committee, acting by unanimity, may, with the consent of such government or entity, appoint such government or entity to replace the initial Operating Agent in accordance with the terms hereof. References in this Agreement to the “Operating Agent” shall include any government or entity appointed under this paragraph.
- (c) *Scope of Authority to Act on Behalf of Participants.* All legal acts required to operate the IEA Clean Coal Centre shall be performed on behalf of the Contracting Parties by the Operating Agent which shall, for the benefit of the Contracting Parties, be the legal owner of all property rights which may be acquired for the IEA Clean Coal Centre or which shall accrue to the IEA Clean Coal Centre in carrying out its objectives. The Operating Agent shall operate the IEA Clean Coal Centre under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.
- (d) *Resignation.* The Operating Agent shall have the right to resign as Operating Agent at any time by giving six months written notice to that effect to the Executive Committee, provided that:
- (1) A Contracting Party, or entity proposed by a Contracting Party, is within a reasonable time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Contracting Parties in writing not less than three months in advance of the effective date of the Operating Agent’s resignation; and
 - (2) Such Contracting Party or entity is approved by the Executive Committee, acting by unanimity.
- (e) *Transfer of Rights.* In the event that another Operating Agent is appointed under paragraph (b) or (d) above, the Operating Agent shall transfer to such replacement Operating Agent all property rights which it may have acquired under paragraph (c) above.
- (f) *Reimbursement of Costs.* The Operating Agent shall be reimbursed from the funds made available by the Contracting Parties pursuant to Article 6 hereof for its expenses and costs associated with actions taken in accordance with this Agreement. The Operating Agent shall receive no fee or other emolument apart from such reimbursement.
- (g) *A Contracting Party from an OECD non-member country may become the Operating Agent with the approval of the Executive Committee, acting by unanimity.*

Article 4

THE EXECUTIVE COMMITTEE

- (a) *Supervisory Control.* Control of the IEA Clean Coal Centre 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 who shall represent the Contracting Party if the member is unable to do so. Each Contracting Party shall inform the Operating Agent in writing of all designations under this paragraph.
- (c) *Responsibilities.*

The Executive Committee shall:

- (1) Adopt for each year, acting by unanimity, the Programme of Work and Budget of the IEA Clean Coal Centre, 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 IEA Clean Coal Centre including financial rules as provided in Article 6(c) hereof;
 - (3) Consider any matters submitted to it by the Operating Agent or any Contracting Party; and
 - (4) Carry out the other functions conferred upon it by this Agreement.
- (d) *Procedures.* The Executive Committee shall carry out its responsibilities in accordance with the following procedures:
- (1) The Executive Committee shall elect a Chairman and one or more Vice-Chairmen for a period of two years;
 - (2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency, a representative of the Operating Agent (in its capacity as such) and one representative of each of the IEA information centres may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;
 - (3) The Executive Committee shall meet in regular session twice a year; a special meeting may be convened by the Chairman upon the request of any Contracting Party which can demonstrate the need therefor;
 - (4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Executive Committee;
 - (5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if

notice is waived before or after the meeting;

- (6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction).
- (e) *Voting.*
- (1) In all cases in which this Agreement expressly requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting, and in respect of all other decisions and recommendations for which no express voting provision is made in this Agreement, the Executive Committee shall act by a majority vote of the members or alternate members present and voting.
 - (2) The decisions and recommendations referred to in sub-paragraph (1) above may, with the agreement of each member or alternate member, be made by mail, facsimile 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.
 - (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.
- (f) *Reports.* The Executive Committee shall, at least annually, provide the Agency with periodic reports on the progress of the IEA Clean Coal Centre.

Article 5

ADMINISTRATION AND STAFF

- (a) *Administration of the IEA Clean Coal Centre.* The Operating Agent shall be responsible to the Executive Committee for the operation of the IEA Clean Coal Centre in accordance with this Agreement, the annual Programme of Work and Budget and the implementation of decisions of the Executive Committee.
- (b) *Information and Reports.* The Operating Agent shall supply to the Executive Committee such information concerning the operation of the IEA Clean Coal Centre 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 operation of the IEA Clean Coal Centre to the Executive Committee.
- (c) *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out this Agreement 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 the Contracting Parties) and made available to the Operating Agent by secondment or otherwise.
- (d) *Remuneration of Staff.* Staff members shall be remunerated by their respective employers and shall, except as provided in this Agreement, be subject to their employers' conditions of service.

Article 6

FINANCE

- (a) *Distribution of Costs.* The expenditure incurred in the operation of the IEA Clean Coal Centre shall be borne by the Contracting Parties in the proportions decided by the Executive Committee, acting by unanimity.
- (b) *Income.* Income accruing from the operations of the IEA Clean Coal Centre shall be credited to the IEA Clean Coal Centre.
- (c) *Rules.* The Executive Committee, acting by unanimity, may make such rules and regulations as may be required for the sound financial management of the IEA Clean Coal Centre. These rules shall:
- (1) Establish budgetary and procurement procedures to be used by the Operating Agent in making contracts or otherwise expending funds for the IEA Clean Coal Centre;
 - (2) Establish the level of expenditure for which Executive Committee approval will 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;
 - (3) Require the Operating Agent to maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the IEA Clean Coal Centre.
- (d) *Accounting.* The system of accounts employed by the Operating Agent shall be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.
- (e) *Programme of Work and Budget, Keeping of Accounts.* Unless otherwise decided by the Executive Committee, acting by unanimity:
- (1) The financial year of the IEA Clean Coal Centre 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 the proposed Programme of Work and Budget for the following two years, not later than three months before the beginning of each financial year;
 - (3) Not later than three months after the close of each financial year, the Operating Agent shall submit for audit the annual accounts of the IEA Clean Coal Centre in a form approved by the Executive Committee to auditors selected by the Executive Committee and shall present the accounts together with the auditors' report to the Executive Committee for approval;
 - (4) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the IEA Clean Coal Centre;

- (5) A Contracting Party supplying services to the IEA Clean Coal Centre 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 exceeds the amount of the Contracting Party'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.
- (f) *Contributions to be Paid to the Operating Agent.* Upon approval of the annual Budget by the Executive Committee, contributions due from the Contracting Parties shall be paid to the Operating Agent in the currency of the Operating Agent at such times and upon such other conditions as the Executive Committee 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;
 - (2) The Operating Agent shall be under no obligation to carry out any work unless sufficient contributions for the financing of that work have been received.
- (g) *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 the IEA Clean Coal Centre, as expenditure incurred in the operation of the IEA Clean Coal Centre under the Budget; the Operating Agent shall endeavour to obtain all possible exemptions or facilitations of such taxes.
- (h) *Costs Other Than Common Costs.* Each Contracting Party shall bear all costs of its participation in the IEA Clean Coal Centre other than common costs funded by the Budget of the IEA Clean Coal Centre.
- (i) *Audit.* Each Contracting Party shall have the right, at its sole cost, to audit the accounts of the IEA Clean Coal Centre on the following terms:
- (1) The Contracting Party shall provide the other Contracting Parties with an opportunity to participate in such audit on a cost-shared basis;
 - (2) The accounts and records in respect of the Operating Agent's activities other than those for the IEA Clean Coal Centre shall be excluded from such audit, but if the Contracting Party concerned requires verification of charges to the Budget representing services rendered to the IEA Clean Coal Centre by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the Operating Agent's external auditors;
 - (3) Not more than one such audit shall be allowed in any financial year;
 - (4) Any such audit shall be carried out by not more than three representatives of the Contracting Parties.
- (j) *Winding-Up Fund.* The Executive Committee, following the proposal of the Operating Agent, shall establish levels of contribution towards the creation of a winding-up fund.

Article 7

INFORMATION AND INTELLECTUAL PROPERTY

- (a) *Copyright.* The Operating Agent shall take all appropriate measures necessary to protect the copyrights generated by the IEA Clean Coal Centre, unless the Executive Committee otherwise directs. Such copyrights shall be held by the Operating Agent for the benefit of the Contracting Parties.
- (b) *Production of Relevant Information.* Each Contracting Party agrees to provide to the IEA Clean Coal Centre all previously existing or newly arising information which is needed by the IEA Clean Coal Centre to carry out its functions and which is freely at the disposal of the Contracting Party and the transmission of which is not subject to any contractual and/or legal limitations:
 - (1) If no substantial cost is incurred by the Contracting Party in making such information available, at no charge to the IEA Clean Coal Centre therefor;
 - (2) If substantial costs must be incurred by the Contracting Party to make such information available, at such charge to the IEA Clean Coal Centre as shall be agreed between the Operating Agent and the Contracting Party.

Each Contracting Party shall inform the IEA Clean Coal Centre when it becomes aware of the existence of information that can be of value to the IEA Clean Coal Centre but which is not freely at the disposal of the Contracting Party or the transmission of which is subject to contractual and/or legal limitations; that Contracting Party shall endeavour to make the information available to the IEA Clean Coal Centre for a reasonable consideration; the Executive Committee may, acting by unanimity, decide to acquire such information.

- (c) *Access by Contracting Parties to Information.* The Contracting Parties shall be entitled without charge to have access to data maintained by the IEA Clean Coal Centre, to receive and (in accordance with the policies of the IEA Clean Coal Centre as determined by the Executive Committee) to distribute within their respective countries copies of abstract bulletins, bibliographies and literature reviews and other data produced by the IEA Clean Coal Centre. Information so received by the Contracting Parties shall not be published with a view to profit except as the Executive Committee, acting by unanimity, may agree or provide by rule. The Executive Committee shall lay down guidance as to the use any Contracting Party may make of the data maintained by the IEA Clean Coal Centre and, where appropriate, the charges to be imposed.
- (d) *Access to Data Base.* Upon the request of a Contracting Party the Executive Committee shall grant such Contracting Party access to the data base of the IEA Clean Coal Centre under conditions determined by the Executive Committee.
- (e) *Availability of Information to Non-Participating Countries.* The Executive Committee shall, acting by unanimity, determine the rules by which information available to the IEA Clean Coal Centre may be made available to governments and other appropriate entities of countries which do not participate in the IEA Clean Coal Centre.
- (f) *Effect of Termination or Withdrawal.* The obligations of paragraph (d) above shall survive the termination of this Agreement or the withdrawal of any Contracting Party or Parties. 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 8

LEGAL RESPONSIBILITY AND INSURANCE

- (a) *Liability of Operating Agent.* The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement and shall be responsible for ensuring that the IEA Clean Coal Centre is conducted in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property and all legal liabilities, claims, actions, costs and expenses connected therewith shall be charged to the Budget of the IEA Clean Coal Centre.
- (b) *Insurance.* The Operating Agent shall obtain and maintain fire and other relevant available insurance. The cost of obtaining and maintaining insurance shall be charged to the Budget of the IEA Clean Coal Centre.
- (c) *Responsibility of Operating Agent.* The Operating Agent shall be liable, in accordance with the laws of the country of the Operating Agent, to indemnify the Contracting Parties against the cost of any damage to property and against all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:
 - (1) Result from the failure of the Operating Agent to maintain any such insurance it is required to maintain under paragraph (b) above; or
 - (2) Result from the gross negligence or wilful misconduct of any of the Operating Agent's employees or officers carrying out its duties under this Agreement.

Article 9

LEGISLATIVE PROVISIONS

- (a) *Accomplishment of Formalities.* Each Contracting Party shall, within the framework of applicable legislation, use its best endeavours 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 operate the IEA Clean Coal Centre.
- (b) *Applicable Laws.* The participation of each Contracting Party in the IEA Clean Coal Centre shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the Contracting Party, 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) *IEA Framework.* Notwithstanding Article 7 of the Framework for International Energy Technology Co-operation, adopted by the IEA Governing Board on 3 April, 2003, the Framework shall apply to, and be an integral part of, this Agreement from 27 October, 2005. A copy of the Framework is attached at Exhibit A to this Implementing Agreement.
- (d) *Settlement of Disputes.* Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be

chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of the 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. The Operating Agent shall be regarded as a Contracting Party for the purposes of this paragraph.

Article 10

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

- (a) *Admission of New Contracting Parties.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to:
- (1) the governments of both OECD member or OECD non-member countries;
 - (2) the European Communities;
 - (3) international organisations in which the governments of OECD member countries and/or OECD non-member countries participate; and
 - (4) any national agency, public organisation, private corporation or other entity designated by the government of an OECD member country or an OECD non-member country, or by the European Communities.
- (b) *Conditions of Participation.* The Executive Committee shall establish the terms and conditions for the admission, participation and withdrawal of Contracting parties, including their rights and obligations, subject always to the IEA Framework for International Energy Technology Co-operation as adopted by the Governing Board of the Agency on 3 April 2003, and any amendments thereto.
- (c) *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.
- (d) *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.
- (e) *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.
- (f) *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.

(g) *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 (f) 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.

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

Article 11

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall remain in force until the Executive Committee, acting by unanimity, decides on its termination.

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

(c) *Termination.* Upon termination of this Agreement, the Executive Committee, acting by unanimity, shall decide upon the liquidation in whole or part of the assets held by the Operating Agent on behalf of the IEA Clean Coal Centre and any distribution which might be made to the present and former Contracting Parties. The Executive Committee shall, so far as practicable, distribute the assets of the IEA Clean Coal Centre, or the proceeds therefrom, in proportion to the contribution which the Contracting Parties have made from the beginning of the operation of the IEA Clean Coal Centre, 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 and for that purpose a former Contracting Party shall be regarded as a Contracting Party.

(d) *Amendment.* This Agreement may be amended at any time upon the unanimous agreement of the Executive Committee. Such amendments shall come into force in a manner determined by the unanimous agreement of the Executive Committee.

(e) *Deposit.* The original of this Agreement shall be deposited with the Executive Director of the

Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 20th day of November, 1975.*

* Originally signed as the IEA Implementing Agreement for the Establishment of the Coal Technical Information Service. On 27th March, 1983, the Mining Technology Clearing House Service merged with the Coal Technical Information Service; on 27th March, 1984, the Economic Assessment Service merged with the Coal Technical Information Service and the name of IEA Coal Research was adopted; on 1st April, 1985, the World Coal Resources and Reserves Data Bank Service merged with IEA Coal Research.

(The following is a list of current Contracting Parties to the Implementing Agreement. The Annex hereto shows changes since signature or accession by the initial Contracting Parties.)

| | |
|--|---|
| For the REPUBLIC OF AUSTRIA: | Dr. Carl. H. Bobleter Subject to ratification* |
| For the DEPARTMENT OF NATURAL RESOURCES for and on behalf of the Government of Canada: | R. S. MacLean |
| For the COMMISSION OF THE EUROPEAN COMMUNITIES: | Paolo Fasella |
| For the MINISTRY OF ECONOMY AND BUSINESS AFFAIRS, DANISH ENERGY AUTHORITY | [by accession] |
| For SOTACARBO, S.P.A. (proposed by Italy): | Eugenio d'Ercole |
| For the NEW ENERGY AND INDUSTRIAL TECHNOLOGY DEVELOPMENT ORGANIZATION (NEDO) (designated by the Government of Japan): | Katsuyoshi Ando |
| For N.V. GEMEENSCHAPPELIJK KOLENBUREAU ELECTRICITEITSBEDRIJVEN (GKE) (designated by the Government of the Netherlands): | J. W. C. van Dedem |
| For the POLISH ACADEMY OF SCIENCES – MINERAL AND ENERGY ECONOMY RESEARCH CENTRE (designated by the Republic of Poland):* | Wojciech Suwala |
| For OCICARBON (designated by Spain): | Camilo Caride de Liñan |

* Austria ratified this signature on 17th May, 1979.

For the SWEDISH ENERGY AGENCY
(designated by the Government of Sweden):

Klas Tennberg

For the UNITED KINGDOM DEPARTMENT OF
TRADE AND INDUSTRY
for and on behalf of the Government of the United
Kingdom of Great Britain and Northern Ireland:

K. G. MacInnes

For the UNITED STATES DEPARTMENT OF ENERGY
for and on behalf of the Government of
the United States of America:

Robert C. Seamans, Jr.

* Having been designated by the Government of a non-Agency country, THE POLISH ACADEMY OF SCIENCES – MINERAL AND ENERGY ECONOMY RESEARCH CENTRE participates in the Agreement under the terms and conditions as provided in the Guiding Principles for Co-operation in the Field of Energy Research and Development of the Agency and other decisions of the Agency's Governing Board, as well as decisions of the Executive Committee.

ANNEX

Changes to Contracting Parties since Signature or Accession by the Initial Contracting Parties to the Implementing Agreement

- Australia: The Department of National Development and Energy (Australia), the initial Contracting Party to the Agreement, subsequently withdrew. THE COMMONWEALTH DEPARTMENT OF PRIMARY INDUSTRIES AND ENERGY later became the Australian Contracting Party but subsequently withdrew.
- Belgium: The Institut National des Industries Extractives, which signed the Agreement as the Belgian Contracting Party, subsequently withdrew.
- Canada: THE DEPARTMENT OF NATURAL RESOURCES subsequently replaced the original signatory, the Department of Energy, Mines and Resources, as the Canadian Contracting Party.
- Denmark: The Ministry of Trade and Industry, which signed the Agreement as the initial Danish Contracting Party, was replaced by the Ministry of Energy. THE MINISTRY OF ENVIRONMENT AND ENERGY, DANISH ENERGY AGENCY subsequently acceded to the Agreement as the Danish Contracting Party, but was later replaced by the Ministry of Economy and Business Affairs, Danish Energy Authority.
- Finland: The Technical Research Centre of Finland, which signed the Agreement as the Finnish Contracting Party, subsequently withdrew.
- Germany: The Kernforschungsanlage Jülich G.M.B.H., which signed the Agreement as the German Contracting Party, changed its name to the Forschungszentrum Jülich GmbH, and subsequently withdrew.
- Ireland: The National Board for Science and Technology, which acceded to the Agreement as the Irish Contracting Party, subsequently withdrew.
- Japan: The Government of Japan, which acceded to the Agreement as the initial Japanese Contracting Party, later withdrew. THE NEW ENERGY AND INDUSTRIAL TECHNOLOGY DEVELOPMENT ORGANIZATION (NEDO) subsequently became the Japanese Contracting Party.
- Netherlands: The Naamloze Vennootschap DSM, which signed the Agreement as the initial Netherlands Contracting Party, was replaced by The Nederlandse Ontwikkelings Maatschappij (NEOM BY). THE N.V. GEMEENSCHAPPELIJK KOLENBUREAU ELECTRICITEITSBEDRIJVEN (GKE) subsequently became the Netherlands Contracting Party.
- New Zealand: The Mines Department, which acceded to the Agreement as the New Zealand Contracting Party, subsequently withdrew.
- Sweden: The Swedish National Board for Energy Source Development, which signed the Agreement as the initial Swedish Contracting Party, was replaced by the Swedish National Board for Industrial and Technical Development (NUTEK). The Swedish National Energy Administration (whose name has now changed to THE SWEDISH ENERGY AGENCY) replaced NUTEK as the Swedish Contracting Party.

United
Kingdom:

The National Coal Board, which signed the Agreement as the initial United Kingdom Contracting Party, changed its name to British Coal Corporation, and subsequently withdrew. THE UNITED KINGDOM DEPARTMENT OF TRADE AND INDUSTRY subsequently became the United Kingdom Contracting Party.

United
States:

The United States Research and Development Administration, which signed the Agreement as the initial United States Contracting Party, was replaced by the Government of the United States of America. The UNITED STATES DEPARTMENT_OF ENERGY subsequently became the United States Contracting Party.

Exhibit A

IEA FRAMEWORK FOR INTERNATIONAL ENERGY TECHNOLOGY CO-OPERATION

I. General Principles

Article 1

Mandate

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

Article 2

Nature of Implementing Agreements

- 2.1 The activities of an Implementing Agreement may include, *inter alia*:
 - (a) co-ordination and planning of specific energy technology research, development and deployment studies, works or experiments carried out at a national or international level, with subsequent exchange, joint evaluation and pooling of the scientific and technical results acquired through such activities;
 - (b) participation in the operation of special research or pilot facilities and equipment provided by a participant, or the joint design, construction and operation of such facilities and equipment;
 - (c) exchange of information on (i) national programmes and policies, (ii) scientific and technological developments and (iii) energy legislation, regulations and practices;
 - (d) exchanges of scientists, technicians or other experts;
 - (e) joint development of energy related technologies; and
 - (f) any other energy technology related activity.

- 2.2 Participation in an Implementing Agreement shall be based on equitable sharing of obligations, contributions, rights and benefits. Participants in an Implementing Agreement shall undertake to make constructive contributions, whether technical, financial or otherwise, as may be agreed by the Executive Committee.
- 2.3 Some or all of the participants in an Implementing Agreement may choose to execute specific projects and/or programmes through Annexes to the Implementing Agreement.

II. Rules Applicable to IEA Implementing Agreements

Article 3

Participation, Admission and Withdrawal

- 3.1 An Implementing Agreement can be established by two or more IEA Member countries subject to approval of the Committee on Energy Research and Technology (CERT) and of the Governing Board. There are two possible categories of participants in Implementing Agreements: Contracting Parties and Sponsors.
- 3.2 Contracting Parties may be
- (a) the governments of both OECD member or OECD non-member countries;
 - (b) the European Communities;
 - (c) international organisations in which the governments of OECD member countries and/or OECD non-member countries participate; and
 - (d) any national agency, public organisation, private corporation or other entity designated by the government of an OECD member country or an OECD non-member country, or by the European Communities.
- 3.2.1 Participation in any Implementing Agreement for OECD non-member countries or for international organisations requires prior approval by the CERT. However, should the CERT consider a first time application by an OECD non-member country or an international organisation to be sensitive, it may refer the decision to the Governing Board as it deems appropriate.
- 3.2.2. Prior to CERT approval of participation of OECD non-member countries or international organisations in any Implementing Agreement, the Executive Committee shall:
- (a) have voted in favour of the applicant to join the Implementing Agreement and provide evidence of the same to the CERT;
 - (b) provide the CERT with a copy of the terms and conditions of the applicant's participation in the Implementing Agreement; and
 - (c) provide the CERT with a letter from the applicant expressing the applicant's desire to join the Implementing Agreement and specifying which Annexes it wishes to join; its acceptance of the terms and conditions of the Implementing Agreement; the name of its designated entity if it is not the applicant itself; and the name of the entity that will sign the Implementing Agreement.

- 3.2.3. The terms and conditions for the admission, participation and withdrawal of Contracting Parties, including their rights and obligations, in Implementing Agreements and their Annexes, if any, shall be established by the Executive Committee of each Implementing Agreement.
- 3.2.4. Notwithstanding Article 3.2.3, no Contracting Party from an OECD non-member country or international organisation shall have greater rights or benefits than Contracting Parties from OECD member countries.

3.3 Sponsors may be

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

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

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

- (a) have voted in favour of the applicant to join the Implementing Agreement and provide evidence of the same to the CERT;
- (b) provide the CERT with a copy of the terms and conditions of the applicant's participation in the Implementing Agreement; and
- (c) provide the CERT with a letter from the applicant expressing the applicant's desire to join the Implementing Agreement and specifying which Annexes it wishes to join; its acceptance of the terms and conditions of the Implementing Agreement; and the name of the entity that will sign the Implementing Agreement.

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

3.3.4 Notwithstanding Article 3.3.3, no Sponsor shall have greater rights or benefits than Contracting Parties from OECD non-member countries and no Sponsor shall be designated Chair or Vice-chair of an Implementing Agreement.

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

Article 4

Specific Provisions

4.1 Unless the CERT otherwise agrees, based on exceptional circumstance and sufficient justification, Implementing Agreements shall be for an initial term of up to, but no more than, five years.

- 4.2 An Implementing Agreement may be extended for such additional periods as may be determined by its Executive Committee, subject to approval of the CERT. Any single extension period shall not be greater than five years unless the CERT otherwise decides, based on exceptional circumstances and sufficient justification.
- 4.3 Notwithstanding Paragraph 4.2, should the duration of the programme of work of an Annex exceed the term of the Implementing Agreement to which it relates, the CERT shall not unreasonably withhold approval to extend the Implementing Agreement for such additional period to permit the conclusion of the work then being conducted under the Annex.
- 4.4 Either the Contracting Parties or the Executive Committee of each Implementing Agreement shall:
- 4.4.1 approve the programme activities and the annual programme of work and budget for the relevant Implementing Agreement;
 - 4.4.2 establish the terms of the contribution for scientific and technical information, know-how and studies, manpower, capital investment or other forms of financing to be provided by each participant in the Implementing Agreement;
 - 4.4.3 establish the necessary provisions on information and intellectual property and ensure the protection of IEA copyrights, logos and other intellectual property rights as established by the IEA;
 - 4.4.4 assign the responsibility for the operational management of the programme or project to an entity accountable to the Executive Committee of the relevant Implementing Agreement;
 - 4.4.5 establish the initial term of the Implementing Agreement and its Annexes;
 - 4.4.6 approve amendments to the text of the Implementing Agreement and Annexes; and
 - 4.4.7 invite a representative of the IEA Secretariat to its Executive Committee meetings in an advisory capacity and, sufficiently in advance of the meeting, provide the Secretariat with all documentation made available to the Executive Committee members for purposes of the meeting.

Article 5

Copyright

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

Article 6

Reports to the IEA

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

Article 7

Effective Date

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