

INTERNATIONAL ENERGY AGENCY  
TECHNOLOGY COLLABORATION PROGRAMME

STELLARATOR-HELIOTRON  
IMPLEMENTING AGREEMENT

(As amended on 25 October 2022)

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TECHNOLOGY COLLABORATION PROGRAMME  
  
STELLARATOR-HELIOTRON  
  
IMPLEMENTING AGREEMENT

(As amended on 25 October 2022)

The Contracting Parties, Sponsor and Limited Sponsors, individually and collectively known as **Participants**,

CONSIDERING that the Participants have agreed to carry out collaborative activities in development of the Stellarator concept as provided in this Implementing Agreement and within the Framework of the Technology Collaboration Programme;

CONSIDERING that the governments of International Energy Agency (**IEA**) members have agreed in Chapter VII of the Agreement on an International Energy Program, 18 November 1974, as amended to undertake long-term cooperation in the field of energy research and development on controlled thermonuclear fusion;

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

CONSIDERING that the Governing Board of the IEA approved on 27th March, 1985 the establishment of this Implementing Agreement as a special activity under Article 65 of the Agreement on an International Energy Program;

RECOGNIZING that the Participants consider Stellarator experiments to be an important part of their toroidal confinement programmes;

CONSIDERING that recent advances in the Stellarator area have considerably enhanced the viability of this concept;

CONSIDERING that the IEA has recognized the establishment of this Implementing Agreement as an important component of international co-operation in the field of thermonuclear fusion research and development;

HAVE AGREED as follows:

## *Article 1*

### **OBJECTIVES**

1.1 *Objective.* The objective of the co-operation is to improve the physics base of the Stellarator concept and to enhance the effectiveness and productivity of research and development efforts related to the Stellarator concept by strengthening co-operation among IEA member countries. For the purposes of this Agreement, the term “Stellarator” refers generally to all toroidal concepts based on external confinement of fusion plasmas, including Stellarators, Heliotrons and Torsatrons.

1.2 *Scope of Activity.* The Participants under this Agreement shall carry out the following activities:

- (1) Exchanges of information;
- (2) Assignment of specialists to the facilities or research groups of the Contracting Parties;
- (3) Joint planning and co-ordination of experimental programmes in selected areas;
- (4) Workshops, seminars and symposia;
- (5) Joint theoretical, design and systems studies;
- (6) Exchanges of computer codes; and
- (7) Joint experiments.

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

1.4 *Co-ordination with other international activities.* The Participants agree that activities under this Agreement should be co-ordinated with activities being pursued by the IEA Secretariat and TCPs. The Participant further agree that coordinating activities under this Agreement with relevant external initiatives has the potential to enhance the reach of their activities.

## *Article 2*

### **METHOD OF IMPLEMENTATION**

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

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

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

- (a) *Task Participants.* Each Task shall be open to all Participants and must have at least two Contracting Parties at any given time. Each Participant shall confirm its intention to participate in a Task by informing the IEA Office of Legal Counsel in the manner requested by the IEA. Those Participants that have confirmed their participation in a specific Task as known as **Task Participants**.
- (b) *Initiation of Tasks.* The Executive Committee shall establish procedures for Participants to propose and develop new Tasks, including drafting the Annex. A new Task will be formally initiated once the Executive Committee approves the draft Annex by a unanimous vote.
- (c) *Annexes.* The following requirements are applicable to Annexes.
  - (i) Each Annex shall include a description of the scope of the work for the Task, the duration of the Task, and any other terms and conditions such as financial or in-kind support requirements.
  - (ii) Once approved by the Executive Committee, each Annex shall become an integral part of this Agreement. Each Annex shall be binding only upon the Task Participants and shall not affect the rights and obligations of other Participants.
  - (iii) Each Annex and any amendments to an Annex shall be deposited with the IEA Office of Legal Counsel.

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

### *Article 3*

#### **THE EXECUTIVE COMMITTEE**

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

3.2 *Membership.* The Executive Committee shall consist of two representatives designated by and representing each Contracting Party and Sponsor. Unless otherwise decided by the Executive Committee, each Contracting Party and Sponsor may designate two alternate representatives to represent it if the representatives are unable to do so. Each Contracting Party and Sponsor shall inform the IEA Secretariat, the Chair and the Secretary of all designations. Each Contracting Party and Sponsor shall inform the IEA Secretariat, the Chair and the Secretary of all designations.

3.3 *Responsibilities.* The Executive Committee shall:

- (a) approve the Programme of Work outlined in Article 2.1 above;
- (b) oversee the implementation of all activities and Tasks including through approving the initial text of the Annex for each Task and any amendments to an

existing Annex, following and tracking progress of each Task, and approving any final outputs or results;

- (c) make such rules and regulations as may be required for the sound management of this Implementing Agreement and the Tasks including by adopting procedural and financial rules;
- (d) consider any matters submitted to it by a Contracting Party or a Sponsor; and
- (e) carry out the other functions conferred upon it by this Agreement.

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

- (a) The Executive Committee shall elect a Chair and one or more Vice-Chairs at least once every three years; only representatives of Contracting Parties shall be eligible to hold the position of Chair or Vice-Chair of the Executive Committee;
- (b) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning.
- (c) A representative of the IEA may attend meetings of the Executive Committee in an advisory capacity;
- (d) The Chair may invite external participants to attend an Executive Committee meeting as an observer upon the Chair's own initiative or upon the request of any Contracting Party;
- (e) The Executive Committee shall meet in regular session at least once each year; a special meeting may be convened by the Chair upon the request of any Contracting Party or Sponsor that can demonstrate such a need;
- (f) For each meeting, the Executive Committee shall designate a time, location and format which may include in person or electronic format;
- (g) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be communicated to each representative 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;
- (h) The quorum for the transaction of business in meetings of the Executive Committee shall be a majority of the Contracting Parties. The quorum for the resolutions or decisions of the Executive Committee relating to a Task shall be a majority of the Contracting Parties that participate in that Task.
- (i) The Chair of 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.

3.5 *Voting.*

- (a) *Unanimous vote.* When this Agreement expressly requires a unanimous vote for a particular decision or recommendation, the Executive Committee shall act by agreement of each Contracting Party present and voting.
- (b) *Majority vote.* When this Agreement makes no express voting provision for a particular decision or recommendation, the Executive Committee shall act by agreement of majority of those Contracting Parties present and voting unless a Contracting Party declares that the issue is critical to its interest and requires a unanimous vote.
- (c) *Multiple representatives.* Each Contracting Party is entitled to only one vote. If multiple representatives for a Contracting Party are present, the representatives shall agree on how to exercise their single vote.
- (d) *Multiple Contracting Parties.* If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties together shall be counted only once for the purposes of calculating quorum and may cast only one vote.
- (e) *Proxy voting.* If none of a Contracting Party's representatives are able to attend an Executive Committee meeting, the Contracting Party may grant a proxy to another Contracting Party, or may communicate to the Chair by mail, telex or cable, or other means of electronic transmission in writing prior to the date of the meeting its vote on any decision or recommendation which shall be subject to a vote and on which it is entitled to vote.
- (f) *Written procedure.*
  - (i) Any decision or recommendation of the Executive Committee may, upon the reasonable request of any Executive Committee representative, be made by mail, email or other electronic transmission without the necessity for calling a meeting.
  - (ii) The Chair shall ensure that all Executive Committee representatives (i) receive the necessary documentation in relation to each decision or recommendation, and (ii) are given 21 days to vote from the date of delivery of the written procedure documentation, or any other period as may be determined by the Chair.
  - (iii) Unless otherwise specified in the message beginning a written procedure, a lack of response by a Contracting Party will be deemed to be an affirmative vote.
  - (iv) The Chair shall ensure that all representatives are informed of the outcome of each written procedure promptly following the deadline for voting.

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

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

#### *Article 4*

### **THE SECRETARY**

4.1 *Designation.* The Executive Committee may designate one or more **Secretaries** to perform functions on behalf of the Executive Committee in the implementation of this Agreement.

4.2 *Role.* The Secretaries shall assist the Executive Committee and the Chair in carrying out their responsibilities in accordance with this Agreement, its Annexes, any specifications and conditions approved by the Executive Committee, and any applicable laws. This may include organising meetings, drafting and distributing agendas, minutes and other documents, assisting in the overall co-ordination of the work in the different Tasks, and undertaking other activities as may be required by the Executive Committee.

#### *Article 5*

### **THE OPERATING AGENTS**

5.1 *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 with respect to the Task for which it is responsible.

5.2 *Administration of Tasks.* The Operating Agent shall be responsible to the Executive Committee for implementing each designated Task in accordance with this Agreement, the applicable Task Annex, and the decisions of the Executive Committee.

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

- (a) All legal acts required to carry out each Task shall be performed on behalf of the Participants by the Operating Agent for the Task;
- (b) 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;
- (c) 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.

5.4 *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.

5.5 *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.

5.6 *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:

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

5.7 *Accounting.* An Operating Agent which is replaced or which resigns as Operating Agent shall provide the Executive Committee with an accounting of any monies and other assets which it may have collected or acquired for the Task in the course of carrying out its responsibilities as Operating Agent, in accordance with Article 6 hereof.

5.8 *Transfer of Rights.* In the event that another Operating Agent is appointed under paragraph 5.5 or 5.6 above, the Operating Agent shall transfer to such replacement Operating Agent any property rights which it may hold on behalf of the Task.

5.9 *Information and Reports.* The 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.

5.10 *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Task in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Participants (or organizations or other entities designated by Contracting Parties) and made available to the Operating Agent by secondment or otherwise. Such personnel shall be remunerated by their respective employers and shall, except as provided in this Article, be subject to their employers’ conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Task, in accordance with Article 6.6 hereof.

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

5.12 *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.

5.13 *Compensation for Damages.* Compensation for damages incurred during the implementation of this Agreement shall be in accordance with the applicable laws of the countries of the Contracting Parties.

## *Article 6*

### **FINANCE**

6.1 *Individual Financial Obligations.* Each Participant 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 Article 6.7.

6.2 *Common Financial Obligations.* If the Executive Committee wishes to share the costs of implementing this agreement, it shall agree to establish a Common Fund by unanimous decision. If Participants in a particular Task wish to share the costs of implementing specific Task activities, the Task Participants may establish a Common Fund by specifying in the terms of the appropriate Annex. The apportionment of contributions to such costs (whether in the form of cash, services rendered, 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.

6.3 *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:

- (a) 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;
- (b) 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.

6.4 *Crediting of Income to Budget.* Any income which accrues from a Task shall be credited to the Budget of that Task.

6.5 *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.

6.6 *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:

- (a) The financial year of the Task shall correspond to the financial year of the Operating Agent;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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.

6.7 *Contribution to a Common Fund.* Should Participants agree to establish a Common Fund for sharing the costs of implementing this Agreement or for sharing the costs of implementing specific Task activities, any financial contributions due from Participants shall be paid to the 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:

- (a) Contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget of the Implementing Agreement or the Task; and
- (b) The Operating Agent shall be under no obligation to carry out any work 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.

6.8 *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.

6.9 *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.

6.10 *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:

- (a) The Operating Agent shall provide the other Participants with an opportunity to participate in such audits on a cost-shared basis;
- (b) Accounts and records relating to activities of the Operating Agent other than those conducted for the 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;
- (c) Not more than one such audit shall be required in any financial year;
- (d) Any such audit shall be carried out by not more than three representatives of the Participants.

## *Article 7*

### **INFORMATION AND INTELLECTUAL PROPERTY**

7.1 *Information and intellectual property.* In general, each Annex will set out the information and intellectual property provisions applicable to that Task. In addition, the Executive Committee may establish, by unanimous vote, the necessary provisions and procedures relating to the use of proprietary information and intellectual property outside the context of a specific Task, including the right to publish information, the licensing of inventions and the copyright of material other than the material referred to in Article 7.3 below.

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

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

7.4 *IEA name, acronym and logo.* The Participants understand and agree that the name, acronym and logo of the IEA have been communicated under Article 6ter(3)(b) of the Paris Convention for the Protection of Industrial Property to the States party to the Paris Convention

and to members of the World Trade Organization (WTO). None of the Participants, the Operating Agents, nor their agents, representatives and assigns may use the IEA name, acronym or logo without the IEA's prior written approval.

## *Article 8*

### **GENERAL PROVISIONS**

8.1 *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, subject to applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Task in which it is engaged.

8.2 *Applicable Laws.* In carrying out this Agreement and its Annexes, the Participants 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 Participants, 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.

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

8.4 *Settlement of Disputes.* Any dispute among the Participants concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement within 30 days of written notification of the dispute from one Participant to the other Participant, shall be referred to a sole arbitrator to be chosen by the Participants in dispute.

8.5 *Arbitration.* Should the Participants fail to agree upon the choice of the arbitrator, within 30 days of notice of arbitration, the President of the Permanent Court of Arbitration in the Hague shall, at the request of any of the Parties concerned, exercise those responsibilities. The arbitrator shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and his/her decision on a question of fact shall be final and binding on the Participants concerned. An Operating Agent which is not a Participant shall be regarded as a Participant for the purpose of this Article, where the Operating Agent is a party to the dispute.

8.6 *Amendment.* The Contracting Parties and Sponsors, acting through the Executive Committee, may amend this Agreement upon unanimous vote.

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

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

## Article 9

### ADMISSION, PARTICIPATION AND WITHDRAWAL OF PARTICIPANTS

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

#### 9.2 *Contracting Parties.*

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

#### 9.3 *Sponsors.*

- (a) The Executive Committee may, acting by unanimous vote, invite an entity that is not a Designated Entity under this Implementing Agreement or non-intergovernmental entity to join this Implementing Agreement as a Sponsor as described in Article 2.5 of the Framework.
- (b) Participation of Sponsors in this Implementing Agreement requires prior approval by the Committee on Energy Research and Technology.

- (c) The Executive Committee shall establish the terms and conditions for the admission, participation and withdrawal of Sponsors in this Implementing Agreement, including their rights and obligations, provided that no Sponsor will be accorded greater rights than those permitted to Sponsors as set out in the Framework.
- (d) A Sponsor's participation shall become effective on the date of its signature to this Implementing Agreement. The Signature Page shall be deposited with the IEA Office of Legal Counsel.

#### 9.4 *Limited Sponsors.*

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

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

#### 9.6 *Withdrawal.*

- (a) Any Contracting Party or Sponsor may withdraw from this Implementing Agreement according to the following process:
  - (i) The Participant shall submit a **Notice of Withdrawal** to the IEA Office of Legal Counsel providing 12 months' notice of its withdrawal.

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

9.7 *Changes of Status of Contracting Party.* A Participant other than a government, the European Commission, or an intergovernmental organization shall immediately notify the Executive Committee and the IEA Office of Legal Counsel of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Participant significantly affects the interests of the other Participants; if the Executive Committee so determines, then, unless the Executive Committee, acting by unanimous vote, otherwise agrees:

- (a) That Participant shall be deemed to have withdrawn from the Agreement under Article 10.6 above on a date to be fixed by the Executive Committee; and
- (b) 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.

9.8 *Failure to Fulfil Contractual Obligations.* Should any Participant fail to fulfil its obligations under this Agreement, the Executive Committee shall give that Participant written notice, specifying the failure and invoking this Article. If, sixty days after receipt of such notice, the Participant remains in default of its obligations, the Executive Committee (not including the Participant said to be in default), acting by unanimous vote, may deem the Participant to have withdrawn from this Agreement, or deem the Participant as inactive in accordance with Article 10.9 below. The Chair shall notify the Participant in writing of such a decision.



## 9.9 *Inactive Participants.*

- (a) A Participant may be designated as Inactive either (1) upon a decision of the Executive Committee following a request by the Participant or (2) pursuant to a decision of the Executive Committee in accordance with Article 10.8;
- (b) The Executive Committee may decide at any time to end a Participant's inactive status upon request of the Participant;
- (c) Inactive Participants may attend meetings of the Executive Committee as an observer but may not join Tasks or participate in Task activities;
- (d) Notwithstanding the provisions of Article 3, Inactive Participants shall not be counted for the purposes of quorum and shall not have the right to vote except on amendments to this Implementing Agreement under Article 10;

## *Article 10*

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

10.1 *Initial Term of Agreement.* This Agreement shall remain in force for an initial period of five years from the date hereof.

10.2 *Extension.* This Agreement may be extended for additional periods as may be determined by the Executive Committee upon unanimous vote and upon approval by the Committee on Energy Research and Development. Any single extension period shall not be greater than five years unless the Committee on Energy Research and Technology otherwise decides, based on exceptional circumstances and sufficient justification.

10.3 *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.

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

10.5 *Disposition of Assets.* Upon expiration or termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimous vote, shall arrange for the disposition of any assets held by an Operating Agent on behalf of Participants or Task Participants. Intellectual property held by an Operating Agent for the benefit of Participants or Task Participants shall for this purpose be regarded as assets.

10.6 *Distribution principles.*

- (a) Upon termination of a Task, 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 Participants. Disputes with a former Participants about the proportion allocated to it under this Article

shall be settled under Article 9.4, for which purpose a former Participant shall be regarded as a Participant.

- (b) Upon termination or expiration of this Agreement, the Executive Committee shall, so far as practicable, allocate the assets and any outstanding expenditures to the Participants in proportion to their respective contributions since the beginning of the current term.

Done this 31st day of July, 1985.

Amended on 17 October 2006.

Amended on 12 October 2010.

Amended on 24 October 2022.

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

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

**Article 1**

**Mandate**

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

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

## **Article 2**

### **Participants**

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

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1 Either on its own behalf or on behalf of the European Union.

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

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

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

## 2.5 Sponsors may be

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

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

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

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

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

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

## 2.6 Limited Sponsors may be

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

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

### **Article 3**

#### **Implementing Agreements**

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

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

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

## **Article 5**

### **Interaction with the IEA**

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

## **Article 6**

### **Partnerships**

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

## **Article 7**

### **Copyright**

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



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

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