

Request for Proposals

RFP Issue Date

14 January 2019

**Requests to submit a full proposal to become
Secretary
for the IEA Wind Technology Collaboration Programme¹**

**Issued by the
Participants of the IEA Wind Technology Collaboration Programme**

**Prepared by
the Selection Committee
for a New Secretary**

¹ Formally known as the IEA Implementing Agreement for the Co-operation in the Research, Development, and Deployment of Wind Energy Systems

Lodgement of proposals:

Proposals and bid should be sent by e-mail to the members of the Selection Committee for a new Secretary²:

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Closing Date and Time:

RFP Closing Date (29.01.2019) at 23:59 UCT

² Selection committee members will recuse themselves from the selection process if an organization within their country submits a proposal.

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1. Preface

The International Energy Agency (IEA) Wind Technology Collaboration Programme TCP

The IEA Wind Technology Collaboration Programme (TCP) cooperative efforts continue to advance the technological development and global deployment of wind energy technology. The IEA Wind TCP is a vehicle for member countries to exchange information on the planning and execution of national large-scale wind system projects and programmes and to undertake co-operative research and development (R&D) projects called Tasks. Participation in a research Task is open to any organization located in Member Countries or Sponsor Members of the IEA Wind TCP. A lead organization in each country or international organization must agree to the obligations of task participation (agree to perform specified parts of the work plan and pay a common fee for the management of the task).

The work of the IEA Wind TCP is directed by an Executive Committee (ExCo), comprised of representatives from each participating country or sponsor organisation. The ExCo primarily executes its functions through two meetings annually, hosted in turn by the participants. The IEA Wind TCP Secretary provides support to the ExCo and IEA Wind TCP in the exercise of its functions. As the sole full-time resource dedicated to administering the TCP, the Secretary is critical to its functioning efficiently. Each participating organisation pays annual contributions to a TCP Common Fund, from which the Secretary is reimbursed.

Cooperative research is carried out as research, development, and deployment projects of the IEA Wind TCP. These research projects consist of initiatives and activities agreed to by two or more Participant countries in IEA Wind TCP and must be approved by the Executive Committee (ExCo) as contractual annexes (Tasks) to the TCP itself. Each Task is managed by an Operating Agent (OA) organization within one of the Member countries, providing the infrastructure as needed. The Operating Agent designates a representative to manage the Task; refer to IEA Wind TCP Procedures for Research Tasks (see Appendix B).

IEA Wind TCP Strategic Plan

The IEA Wind Strategic Plan 2019-2024 identified four strategic objectives for the current term. Additionally, the plan details the collaborative R, D&D activities that will address these objectives in five broad priorities. To be found in the appendix C.

Purpose

The purpose of this Request for Proposals (RFP) is to select a new IEA Wind TCP Secretary. The following sections describe:

- Statement of Work for the Secretary
- Proposal Evaluation
- Conditions of Proposal

The designated Selection Committee is the duly authorized representative of the ExCo Participants in the selection process.

2. Statement of Work

The ExCo of the IEA Wind TCP invite organisations to submit a proposal to serve as Secretary for the IEA Wind TCP.

2.1 Background

1. The ExCo has decided to seek a new Secretary for the term beginning 1 April 2019.
2. Only organizations belonging to IEA Wind TCP Member countries are invited to submit proposals.
3. ExCo members are requested to follow the selection criteria contained herein to conduct an initial assessment of candidates within their countries.
4. All applicants should have an endorsement from their ExCo representative.
5. For further information on the IEA Wind TCP see the documents included in appendix.

The description below provides a brief summary of the present state of operations. The ExCo is seeking an organization to carry out the obligations and functions of the Secretary in an effective, cost efficient, and innovative manner. Innovative and alternative strategies to support the ExCo and its Planning Committee (Chair and Vice-Chairs) are encouraged in the proposal.

2.2 Objective

The aim of the Secretary is to provide content and administrative support to the ExCo and the Planning Committee. It is responsible for the internal and external communication of the IEA Wind TCP and is first point of contact for all operational matters.

Through a sound understanding of wind energy technology, its application and deployment as well as research and development management, the Secretary facilitates the strategic work and orientation of IEA Wind. This also includes contacts to other TCPs, possible new members and sectors. As such, the Secretary acts in coordination with the Planning Committee in a self-reliant and independent manner and is particularly supportive of the acting Chair.

2.3 Scope

The work associated with the Secretary of the IEA Wind TCP is summarized below.

Applicants are encouraged to identify innovative and alternative strategies for improving the development of the Secretary “function” and/or for an alternative Mode of Operations to ensure high levels of engagement of the IEA Wind ExCo, Operating Agents, Task Participants and stakeholder community, thereby keeping the IEA Wind TCP at the forefront of technical expert forums. These innovative suggestions should be provided as separate items in the proposal.

IEA Wind Executive Committee Meetings

The IEA Wind ExCo primarily executes its work of directing the IEA Wind TCP through two ExCo meetings per year, hosted in turn by the contracting party from each member country. The ExCo meetings are of two days duration and are preceded by a half-day ExCo Planning Committee and Operating Agent meeting.

This responsibility includes but is not limited to the following activities:

- Coordinate development of the ExCo meeting invitation and organizing the meeting logistics with the ExCo member in the host country;
- Collect and coordinate posting of meeting materials including task reports for approval, and prepare draft agendas;
- Attend the Planning Committee and Operating Agent meetings before the ExCo meetings;

- Support the Chair and take notes during the meetings, noting in particular voting decisions and actions agreed, and draft and distribute the official minutes afterwards;
- During the meeting, coordinate speaker presentations, provide timing cues to keep them on pace with the agenda.

Administrative Management

The IEA Wind ExCo Planning Committee, comprised of the Chair, Vice-Chairs, Secretary and Task 11 Operating Agent, oversees the management of the ExCo in between ExCo meetings. Along with in-person meetings before each ExCo meeting, the Planning Committee coordinates its work through monthly web-meetings.

- Maintain communication with the Chair, Planning Committee, ExCo Members, Operating Agents, and the IEA Secretariat in Paris;
- Arrange and participate in monthly Planning Committee web-meetings;
- Support the ExCo's annual reporting responsibilities to IEA Headquarters (annual briefs and presentations);
- Support the Chair and the Planning Committee's IEA Wind TCP outreach and dissemination activities;
- Support the Chair and the Planning Committee's IEA Wind TCP initiatives;
- Support participation in IEA Secretariat's initiatives and review activities;
- Prepare for and manage invoicing of members, assist treasurer in budget preparation and audit reporting;
- Special projects (website, request for extension, etc.).

Providing Support to the Operating Agents of IEA Wind R&D Tasks

The IEA Wind TCP executes its collaboration research through focussed projects known as Tasks. There are currently 16 IEA Wind Tasks and each of these is overseen by an Operating Agent. The Secretary provides support to the Operating Agents through:

- Initiating and maintaining annex texts in accordance with IEA protocols;
- Supporting the publication of task reports, extension proposals and dissemination activities;
- Coordinating deliverables for each ExCo meeting in accordance with approved work plans and task procedures;
- Coordinating, writing, and maintaining the operating agent resources posted to the IEA Wind members' only website;
- Working with the Task 11 Operating Agent to coordinate IEA Wind Recommended Practice review and publication

IEA Wind Online Platform

The Secretary is responsible for maintaining the IEA Wind website/online community and also for IEA Wind's public presence in social media and relevant industry and research media. In 2016 IEA Wind changed its online presence to a combined website/online community platform provided by Higher Logic. The Secretary is responsible for both the administration and development of these through:

- Coordinating public and Members Only areas of the website;
- Providing administrative support
- Writing and updating web content and newsletters to publicize IEA Wind TCP research results; utilizing social media for further dissemination.

Deliverables

The following deliverables are required from the IEA Wind Secretary in the course of performance of their role:

- IEA Wind Annual Report – collated from ExCo member and Task Operating Agent contributions

For each semi-annual ExCo meeting, the following deliverables are required:

- Presentation to the ExCo regarding activities and accomplishments including:
 - a summary of support to the Executive Committee;
 - support and interface with the IEA Secretariat in Paris;
 - communications activities; and
 - outreach to new countries.
- Meeting minutes.

In the second (autumn) ExCo meeting each year the Secretary will provide:

- Statement of accounts and financial information Report on the Secretary's activities;
- A budget projection for the anticipated Secretary work programme in the following year.

In addition, and as a minimum, the Secretary will be expected to deliver:

- The IEA Wind TCP Annual Report and associated annual statistics data, collating chapters and data contributions from the ExCo members and Operating Agents;
- Regular IEA Wind Newsletters

Applicants are encouraged to provide their perception of and recommendations to improve the deliverables for the Secretary in the proposal.

For the formal provisions concerning the IEA Wind ExCo, kindly refer to the relevant documents listed in the appendix.

2.4 Other important issues

The IEA Wind ExCo wishes to maintain standards for the co-operation between the Secretary, IEA Wind OAs and the IEA Wind TCP. A number of issues are of special importance to the ExCo, as described below:

Economic transparency of operations

The operations of the IEA Wind Secretary shall be transparent for the ExCo and the operations of the Secretary shall adhere to appropriate standards of efficiency and use of Public Funds on behalf of IEA Wind TCP contracting parties sharing the costs.

Innovation and drawing the maximum benefits of the development in new information technologies

The ExCo want the TCP to benefit from the most recent developments in information and communications technology in the execution of the TCP's activities. Innovative suggestions regarding the organization of Secretary activities and dissemination of IEA Wind outputs are encouraged as part of the proposal. These innovative suggestions should be provided as separate items in the proposal.

2.5 Duration and Legal Term of the Appointment

The successful proposer will be appointed for a five-year period from April 1, 2019 through March 31, 2024 with the appointment being renewed annually subject to the approval of the ExCo. This appointment may, at the discretion of the IEA Wind ExCo, acting by unanimity of the Participants, be extended for an additional term subject to:

- A satisfactory performance in the appointment in the initial term and,
- The extension of the IEA Wind TCP for a further 5-year term.

It should be noted that the successful proposer will be bound by the relevant provisions of the IEA Wind TCP Implementing Agreement and Annexes, and will have to sign a Secretary Declaration in the case where

the proposer is not a Contracting Party to the IEA Wind TCP. Please see Appendix B: Model Notice of Acceptance by Secretary.

The ExCo reserves the right to conduct a performance-based evaluation of the Secretary on an annual basis.

2.6 Payment, Management of Expenditure and Accounts

In accordance with the IEA Wind TCP Executive Committee procedures, the Secretary is paid for their duties out of the Common Fund (a fund established from yearly dues collected from member countries). The treasurer for the Executive Committee responsible for administering the Common Fund is the U.S. National Renewable Energy Laboratory. The Secretary prepares a yearly budget request which must be submitted per the Executive Committee Chair's schedule and approved by the Executive Committee by vote. For budget accountability, the Secretary is responsible to the Executive Committee for maintaining complete financial records, which clearly account for all funds and property coming into the custody or possession of the Secretary in connection with the position. All books of account and records maintained by the Secretary will be preserved for at least three years from the date of termination of appointment.

Twice per year at the spring and fall IEA Wind TCP ExCo meeting (approximately April and October) the Secretary will make presentations to the ExCo regarding activities and accomplishments including a summary of support to the Executive Committee, support and interface with the IEA Secretariat in Paris, communications activities, and outreach to new countries. A written statement of accounts detailing budgetary matters (for example, funding available, expenses, planned expenditures, potential issues) will be prepared once per year and presented to the ExCo.

Guidelines for Secretary Reports to the ExCo

The Secretary's presentations and statement of accounts need to be in the hands of ExCo members at least 14 days in advance of the ExCo meeting in order to be approved at the ExCo meeting.

2.7 Further Information

Proposers should direct any questions arising during the preparation of a response to this Invitation to Proposal or requests for clarification by e-mail to the IEA Wind Secretary, not later than a week before the competition closing date, for forwarding onward to the members of Selection Committee of a new Secretary for IEA Wind TCP. The anonymous questions and responses will be provided to all competitors.

The [IEA Wind TCP webpages](#) may be referenced for further information on the IEA Wind TCP and its research collaborations and for examples of Secretary deliverables.

2.8 Possible Circulation of Questions and Answers

The IEA Wind ExCo, or representative duly authorized to act lawfully on behalf of the IEA Wind ExCo, reserves the right to circulate questions and answers of one proposer to all other proposers without disclosing the source of the questions or revealing the substance of any proposed proposal. The questions and answers will be posted to the IEA Wind ExCo webpage in order to make the information available to all applicants.

3. Proposal Evaluation

3.1 Purpose

This part outlines the selection process and specifies the minimum proposal requirements to be addressed by proposers.

3.2 Proposal Content

With your country's ExCo representative's endorsement, proposers may submit a costed proposal to be appointed as Secretary of the IEA Wind TCP.

The proposal should follow a budget breakdown for each of the headings shown below, describing the scope of the work. The bid should be free from VAT or any local (sales) taxes.

Firm bids should be specified for the first Operating Year and indicative budgets also for the following 4 years, separately with the corresponding proposed activity levels. Alternative activity levels within the Secretary are welcomed as part of the bid under the condition that each activity level has a corresponding quoted price.

Please note that as the IEA Wind Common Fund is expected to continue at its present level and the budget for 2019 has already been passed, the present financial obligations for the IEA Wind Secretary cannot substantially increase.

The proposals should necessarily contain the following elements, as well as any others on the basis on section 3.3:

Formal information

- Full legal name
- Legal status
- Legal address
- (Physical) location
- Legal liability arrangement

Secretary oriented information

- Staff, experience and education of organization that intends to act as IEA Wind TCP Secretary
- Relevant experience of the person(s) that will represent the organization as Secretary
- Professional qualifications of the person that will represent the organization as Secretary
- Turnover of the organisation
- Organisation quality system & accreditation status

System and Equipment

- Available internal support for fulfilling the task
- Applicable system for quality steering and assurance

Financial

- Bids should be quoted in the US dollars or Euros
- Present financial obligations under the IEA Wind TCP Secretary function, including outsourced services, in year 2018 were of the order of 0.15 million Euros (0.17 million US dollars) in total, at exchange rate levels of November 2018.
- Budget for Secretary activities for each Operating Year. Operating Year covers the period from January 1 – December 31. The budget shall be broken down at a high-level to the following cost allocations:
 1. Secretary to the ExCo (General Management, Administration, Website, Travel, etc.)
 2. Annual Report Activities (Executive Summary, Overview Chapters, Design and Layout, Printing and Distribution)

3. Outreach and Dissemination (Social Media, Newsletters, etc.)
4. Special Projects
5. Travel for ExCo Meetings and REWP Meetings, etc.

The high-level budget shall be further broken down according to the cost categories below. The ExCo reserves the right to structure a financial agreement to reward the Secretary in accordance with the performance of the above high-level categories of activity.

- Time-reporting principles;
- Separation of different cost types e.g. expenditure and labour related;
- Unit prices for activities and person-days;
- Budget and accounting principles and procedures;
- Statement on solvency;
- Financial liability arrangement

Organisation

- Organisation chart of proposal participant organisation and of the internal OA organisation

3.3 Selection Criteria

The quality of the tenderer will be evaluated based on the following criteria (the maximum total quality score is 100 points):

- Quality of the proposed methodology (50 points - minimum score 50%)
This criterion will assess to what extent and how well the tasks mentioned in section 2 are covered by the tenderer and how they will be taken forward, namely:
 - Demonstrated understanding of international, and specifically IEA, research collaboration, including knowledge of the logistical and organisational issues related to TCPs;
 - Demonstrated insight of and significant experience in: wind energy, organisation of events, drafting reports in English and managing websites;
 - Strategies for continuous improvement of the Secretary role, ensuring high levels of involvement of ExCo members and stakeholders in participating in the IEA Wind TCP and also for growing the IEA Wind TCP membership.
- Organisation of the work and resources (50 points – minimum score 50%)
This criterion will assess the adequacy of experience, qualifications and skills of personnel to be responsible for the organizational and administrative aspects of the IEA Wind TCP Secretary *vis à vis* the tasks mentioned in section 2, as well as the global allocation of time and resources, namely:
 - Previous performance in a comparable international secretarial role and of the administration of international wind energy R, D&D projects and collaboration;
 - Innovative ideas to keep the IEA Wind TCP at the forefront of administrative excellence, utilising the latest information and communications technology and, in particular, online tools and resources;
 - The Secretary shall have at least 5 years' experience in project management, including overseeing project delivery and quality control of delivered service, and in management teams of at least 5 persons.
 - Expressed intention and substantiated ability to continue as Secretary beyond the initial term.

Note: Proposals including additional in-kind labour contributions, by the Secretary host organisation, are encouraged. In-kind labour contributions will be considered in the value for money evaluation, if there is a firm commitment to maintaining any such contribution for the appointment term.

4. Conditions of Proposal

4.1 Purpose

The IEA Wind ExCo recommends that all proposals follow the terms and conditions set out in the Request for Proposals.

4.2 Disclaimer

This Request for Proposals does not in any way commit or otherwise oblige the IEA Wind ExCo or any contracting parties to the IEA Wind TCP to proceed with all or any part of this proposal procedure.

Format and language of Proposals

Proposals shall be submitted in English, the official IEA Wind language. Proposals must be submitted as described in the relevant section of this Request for Proposals (Lodgement of Proposals).

The IEA Wind ExCo or any duly authorized representative thereof may copy and/or distribute the proposal documents as it requires for the purposes of this Request for Proposals.

Definition of a Late Proposal

A proposal is considered late when lodged after the closing time of 23.59 on 29/1/2019.

4.3 Extension of Deadline

Proposals received after the closing time will be registered as late. The exceptional decision to include a late proposal will be made by the IEA Wind ExCo or any duly authorized representative thereof in its absolute discretion.

The decision to consider or exclude a late proposal will be based on the circumstances surrounding the submission and the receipt of the late proposal, to ensure equal and fair treatment between proposers.

4.4 Communication with Proposers

The IEA Wind ExCo or any duly authorized representative thereof is reserved the right, at its absolute discretion, to engage in any discussions with, or seek clarification on any matter from, any proposer at any stage.

The IEA Wind ExCo, or any duly authorized representative thereof, is reserved the right, at its absolute discretion, to short-list proposers and seek further information from them.

4.5 Ownership of proposal Documents

All proposal documents submitted by the proposers will become the sole property of the IEA Wind ExCo.

The IEA Wind ExCo, or any duly authorized representative thereof, will not disclose any confidential information included in any proposal documents, unless this information is already in the public domain, disclosure is required by law, or agreement is given for its release.

4.6 No Contract

The IEA Wind ExCo, or any duly authorized representative thereof, shall not be bound contractually, or in any other way, to any proposer to this Request for Proposals.

The IEA Wind ExCo, or any duly authorized representative thereof, shall not be liable for any costs or compensation in relation with this Request for Proposals whether or not the IEA Wind ExCo, or any duly

authorized representative thereof, terminates, varies or suspends the Invitation to Proposal procedure or takes any other action affecting the Proposal procedure

4.7 Execution of Formal Agreement

Nothing in the Invitation to Proposal or in the proposal shall constitute a contract with the IEA Wind ExCo or any duly authorized representative thereof. The IEA Wind ExCo, or any duly authorized representative thereof, reserves the right to amend the final terms and conditions of its agreement with the Secretary, if these new provisions are mutually acceptable to all parties.

4.8 Proposal Responses

Preparation of Proposals are made on the basis that each proposer acknowledges that:

- The proposers have examined the Request for Proposals;
- The proposers recognize that the Request for Proposals specifies the rights of the IEA Wind ExCo, or any duly authorized representative thereof, in respect of the proposal procedure
- The proposers agree that the IEA Wind ExCo or any duly authorized representative thereof may exercise its rights set out in the Request for Proposals in respect of the Request for Proposals procedure;
- The proposers have sought and examined all necessary available information, including making reasonable enquiries to the IEA Wind ExCo or any duly authorized representative. In lodging their proposals, the proposers did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the IEA Wind ExCo or any duly authorized representative thereof other than any statement, warranty or representation contained in the Request for Proposals;
- The proposers satisfy themselves as to the correctness and sufficiency of their proposal;
- The proposers are responsible for all expenses relating to their involvement in the Request for Proposals including:
 - preparation and lodgement of proposals;
 - any subsequent negotiations; and
 - any other action or response in relation to this Request for Proposals;
- The proposers will comply with the rules set out in this Request for Proposals.

Should a proposer find any discrepancy, error or omission in the proposal documents, the IEA Wind ExCo or any duly authorized representative thereof should be notified by e-mail thereof, on or before the date and time of closing of proposals.

4.9 Conflict of Interest

A proposer must state in its proposal, any circumstances or relationships that constitute or may constitute a conflict or potential conflict of interest in respect to this Request for Proposals, or in respect to the resulting Secretary appointment.

4.10 Confidentiality and Freedom of Information

Information forming part of a proposal submitted in response to this Request for Proposals shall be treated as confidential information to the extent requested by the proposer, and thus protected from disclosure as provided for in the Request for Proposals.

Proposers should be aware that all proposal materials received from a proposer may be distributed to all ExCo members and to the IEA Wind Secretary.

4.11 Assessment of Proposals

Evaluation and Selection

Proposers are advised to provide detailed responses against each element contained in chapter 3 Proposal Evaluation hereof. Proposals will be assessed based on the selection criteria contained in section 3.3. The offer providing the best value for money will be chosen according to the following formula:

Score for tender X	=	$\frac{\text{cheapest price}}{\text{price of tender X}}$	*	100	+	$\frac{\text{price weighting (in \%)}}{\text{total quality score (out of 100) for all award criteria of tender X}}$	+	$\frac{\text{quality criteria weighting (in \%)}}{\text{total quality score (out of 100) for all award criteria of tender X}}$
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A weight of 60/40 is given to quality and price.

The IEA Wind ExCo or any duly authorized representative thereof reserves the right to set priorities for the weighting of the assessment criteria and vary those priorities at its absolute discretion.

The IEA Wind ExCo or any duly authorized representative thereof may conduct inspections of the short-listed proposers' facilities during the Proposal evaluation phase, or prior to appointment of the preferred proposer or shortlist of proposers, and review the samples sought from the short-listed proposers.

Additionally, the IEA Wind ExCo or any duly authorized representative thereof may interview key personnel of the proposed Secretary and clients for whom the proposer has previously carried out work, to assess the similarity of that work to that proposed as IEA Wind Secretary. The IEA Wind ExCo or any duly authorized representative thereof may accept all, or part of, a proposal, or may accept none of the proposals.

Clarification of Proposals

During evaluation of the proposals, the IEA Wind ExCo or any duly authorized representative thereof reserves the right to seek clarification from and to enter into discussions with any or all of the proposers in relation to their proposals.

The IEA Wind ExCo, or any duly authorized representative thereof may require a proposer to submit additional information to allow further consideration of its proposal before its proposal is further considered.

Right to Conduct Security, Probity and Financial Checks

The IEA Wind ExCo or any duly authorized representative thereof in its absolute discretion reserves the right to conduct such security, probity and financial checks, on proposers for the purpose of evaluating responses to this Invitation to Proposal or at any other stage of the proposal procedure, as it deems necessary.

Probity Obligations

If a proposer is found to have made false or misleading claims or statements, or obtains confidential information, the IEA Wind ExCo or any duly authorized representative thereof reserves the right to reject at any time any proposal lodged by or on behalf of the proposer.

4.12 Acceptance of Proposals Notification of the winning Proposers

The Selection Committee for a new Secretary will evaluate the final proposals and rank them according to paragraphs 3.5 Selection Criteria and 4.11 Assessment of Proposals.

The Selection Committee for a new Secretary will seek approval for the selection of the best proposal from IEA Wind TCP ExCo.

A winning proposal will not be deemed to have been accepted until notice in writing is given to the successful proposer by the IEA Wind ExCo or any duly authorized representative thereof. Final acceptance of a proposal is subject to unanimous approval, by the IEA Wind ExCo, of that Operating Agent and its formal acceptance of the rights and obligations of an Operating Agent as provided for in the IEA Wind TCP and Annex texts.

Disclosure of Information

No proposer shall furnish any information, make any statement or issue any document or other written or printed materials concerning the acceptance or refusal of any proposal for publication in any of the media (including electronic media) without the prior written approval of the IEA Wind ExCo or any duly authorized representative thereof.

Advice to Unsuccessful Proposers

The IEA Wind ExCo or any duly authorized representative thereof will notify each unsuccessful proposer of the results of the proposal no later than two weeks after unanimous approval is reached by the Participants. The IEA Wind ExCo or any duly authorized representative thereof will not disclose the names of the unsuccessful proposers in any of the media (including electronic media).

Debriefing for Unsuccessful Proposers

Unsuccessful proposers will be offered the opportunity for a debriefing at their request directed to the IEA Wind ExCo or to any duly authorized representative thereof.

Appendix A: Background

The International Energy Agency (IEA)

The IEA works to ensure reliable, affordable and clean energy for its 29 member countries and beyond. Founded in 1974, the IEA was initially designed to help countries coordinate a collective response to major disruptions in the supply of oil such as the crisis of 1973/4. While this remains a key aspect of its work, the IEA has evolved and expanded. It is at the heart of global dialogue on energy, providing authoritative statistics and analysis.

The IEA examines the full spectrum of energy issues and advocates policies that will enhance the reliability, affordability, and sustainability of energy in its 29 member countries and beyond. The four main areas of IEA focus are:

- Energy security: Promoting diversity, efficiency, and flexibility within all energy sectors
- Economic development: Ensuring the stable supply of energy to IEA member countries and promoting free markets to foster economic growth and eliminate energy poverty
- Environmental awareness: Enhancing international knowledge of options for tackling climate change
- Engagement worldwide: Working closely with non-member countries, especially major producers and consumers, to find solutions to shared energy and environmental concerns

The IEA Technology Collaboration Programmes

Under the IEA Framework for International Energy Technology Co-operation an important initiative, undertaken in pursuit of the above goals, is a suite of international collaborative research programmes - called Technology Collaboration Programmes - facilitating international co-operation to develop new and improved energy technologies.

The IEA Technology Collaboration Programmes (TCP) are independent, international groups involving more than 6,000 experts in diverse areas that enable governments and industries from around the world to lead programmes and projects on a wide range of energy technologies and related issues. TCPs currently cover five broad energy-related topics.

Governance of Technology Collaboration Programmes

Each TCP is organised under the auspices of an Implementing Agreement, which is most commonly used to describe the legal text of a TCP. The legal text includes key provisions regarding the purpose, management and implementation of the TCP.

The activities of each TCP are overseen by an Executive Committee (ExCo) comprised of representatives designated by each participating country and sponsor member. The ExCo takes decisions on the management, participation and implementation aspects of the TCP. Some TCPs entrust the management functions of the TCP, or of a particular activity, to an Operating Agent (OA). The TCP's commonly execute some of their work through cooperative research projects, known as "Tasks", the scope of which are defined in annexes to the Implementing Agreement, that are managed by Task Operating Agents.

The IEA Wind R, D&D Technology Collaboration Programme

The International Energy Agency (IEA) Wind agreement is a vehicle for member countries to exchange information on the planning and execution of national large-scale wind system projects and to undertake co-operative research and development (R&D) projects called Tasks or Annexes.

In 2019, there are 25 contracting parties to this agreement. The contracting parties are designated by the 21 Member Countries, the European Commission, the Chinese Wind Energy Association, and WindEurope (Italy and Norway have two contracting parties).

Contracting Parties to IEA Wind TCP in 2019
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Country/Organization	Contracting Party to TCP
Austria	The Republic of Austria
Belgium	Government of Belgium
Canada	Natural Resources Canada
CWEA (Sponsor)	Chinese Wind Energy Association
Denmark	Danish Energy Authority
European Commission	The Commission of the European Communities
Finland	The Finnish Funding Agency for Technology and Information (TEKES)
France	Government of France
Germany	Federal Ministry for Economic Affairs and Energy (BMWi)
Greece	Center of Renewable Energy Resources (CRES)
Ireland	Sustainable Energy Authority of Ireland (SEAI)
Italy	1) Ricerca sul Sistema Energetico (RSE S.p.A.)
Japan	National Institute of Advanced Industrial Science and Technology (AIST)
Korea	Government of Korea
México	Instituto Nacional de Electricidad y Energías Limpias (INEEL)
Netherlands	The Netherlands Enterprise Agency (RVO)
Norway	1)The Norwegian Water Resources and Energy Directorate (NVE) 2)Research Council of Norway
Portugal	National Laboratory of Energy and Geology (LNEG)
Spain	Centro de Investigaciones Energéticas Medioambientales y Tecnológicas (CIEMAT)
Sweden	Swedish Energy Agency
Switzerland	Swiss Federal Office of Energy
United Kingdom	Offshore Renewable Energy Catapult
United States	U.S. Department of Energy
WindEurope (Sponsor)	WindEurope (formerly European Wind Energy Association)

Cooperative research is carried out as research, development, and deployment projects of the IEA Wind TCP. These Research Projects consist of initiatives and activities carried out by, at least, two Participant countries in IEA Wind and must be approved by the ExCo as contractual annexes to the Implementing Agreement itself. Tasks may be referred by their contractual Annex number, although they are more commonly referred simply as “Tasks”. Each Task is managed by an Operating Agent (OA) organization within one of the Member countries.

To take part in a Task, a Participant has to come from a country, or sponsor organization, that is participating in IEA Wind (see table above). The contracting party must prepare a “Notice of Participation” letter to the IEA Executive Director and send it to the OA. The OA, with assistance from the ExCo Secretary, will send all notice letters to the IEA Office of Legal Counsel and keep a copy on file.

The text of a Task describes the scope of work and outlines the duties among Participants in relation to the particular subtasks/activities of the Task. The level of effort varies for each Task. Some Tasks involve little else than information exchange and do not require great effort to be accomplished. Others involve test programs requiring several people working over three or more years to complete. There are different modes to manage and to share costs of these RD&D projects. Namely tasks may be “task shared” (each country performing a subtask and supporting the associated costs); or “cost shared” (each country contributing to the budget for a designated lead country to perform the Task and appoint an institution that will act as “operating agent”); or a combination of “task shared” and “cost shared” the model most commonly used by IEA Wind in which the participants cover their own work from national project(s) and only share the coordination effort of the OA. Task 11 historically has been cost shared with and Topical Expert Meetings are hosted by organizations from participating countries and sponsor members.

The technical results of each Task are shared only among the participating member countries and sponsors under the terms defined by the participants in the Task Proposal in accordance to the Procedures for Research Tasks and the Wind Implementing Agreement text (see Appendix C). Some Task reports may be published internally and then Task results become available after the Task.

IEA Wind R, D&D Task Operating Agents

Cooperative research is carried out as research, development, and deployment projects of IEA Wind. These research projects consist of initiatives and activities carried out by, at least, two Participant countries in IEA Wind and must be approved by the ExCo as contractual annexes (Tasks) to the TCP itself. Each Task is managed by an OA organization within one of the Member countries, providing the infrastructure as needed. The Operating Agent designates a representative to manage the Task; refer to IEA Wind TCP Procedures for Research Tasks (Appendix C).

IEA Wind TCP Strategic Plan

The IEA Wind Strategic Plan 2019-2024 identifies four strategic objectives for the current term. Additionally, the plan details the collaborative R, D&D activities that will address these objectives in four broad priority areas listed below.

Priority Area 1: Maximize the value of wind energy in energy systems and markets

Focus R,D&D advances and sharing of best practices on the integration of wind power into energy systems and markets to improve the economic, technological, and societal value of wind energy, while enhancing security of supply.

Priority Area 2: Lower the cost of land-based and offshore wind energy

Support innovative research at all scales and for all technology types (including disruptive technologies) to continue to improve the economic performance of wind energy projects in both mature and emerging markets. Address technology, market, and information needs to maximize the potential for wind energy to become the most cost-competitive energy by 2050.

Priority Area 3: Facilitate wind energy deployment through social support and environmental compatibility

Refine communication and technological tools to enhance the social support for, and environmental compatibility of, wind energy projects and to reduce barriers to wind energy deployment. Support sociological and environmental research to inform the sustainable deployment of wind energy in both distributed and utility-scale wind energy systems.

Priority Area 4: Foster collaborative research and the exchange of best practices and data

Support international collaboration among experts in all aspects of wind energy to promote standardization and accelerate the pace of technology development and deployment. Engage with a global cohort of stakeholder groups and organizations to disseminate Wind TCP outputs.

Appendix B: Model Notice of Acceptance by Secretary

[Letterhead of Secretarial Organization]

Dr. Fatih Birol
Executive Director
International Energy Agency
9, rue de la Fédération
75739 Paris Cedex 15
France

[date]

Notice of Acceptance by [Secretary]

Dear Dr. Birol,

I, [Full name of Secretarial Organization], hereby accept the functions and responsibilities and agree to carry out the obligations and functions of the Secretary set out in the text of The Implementing Agreement for Co-Operation in the Research, Development, and Deployment of Wind Energy Systems (the “IEA Wind TCP”).

Yours faithfully,

[Name]
[Title]
[Full contact details]

cc. [ExCo Chair and Vice Chairs]

Appendix C: References

Documents mentioned herein:

- IEA Wind Strategic Plan 2019-2024
- IEA Wind Annual Report 2017 (not included, find at [IEA Wind TCP webpages](#))
- IEA Wind Common Fund 2019 Budget, and Actuals through September 28, 2018
- IEA Wind Implementing Agreement text (2009)

IEA Wind TCP Strategic Work Plan 2019–2024

This 2019–2024 Strategic Work Plan presents the strategic objectives and priority research areas proposed for the next five-year term of the IEA Technology Collaboration Programme on Wind Energy Systems (Wind TCP). For forty years, the Wind TCP has been multiplying national technology R,D&D efforts through information exchange and joint research projects. Wind TCP has 15 active Tasks and 24 member countries and sponsor organizations, with membership expanding.

Wind energy has achieved impressive milestones in the past few years, with auction prices falling below 40 EUR/MWh for land-based projects and recent subsidy-free auctions for offshore wind projects. In Denmark, 40% of annual electricity demand has been achieved. In 2017, over 52 GW of wind generation capacity was installed worldwide, bringing the global capacity to about 540 GW. Nearly 85% of this global capacity is deployed in the member countries of the IEA Wind TCP.

Still, there are significant opportunities for technological innovation and cost-competitiveness improvements in order to maximize the value and contribution of wind in the energy system—aiming towards wind energy being a major pillar of the transition to a renewable energy-powered energy system.

2019–2024 Strategic Objectives

The following strategic objectives have been developed to define the scope and strategic direction of the Wind TCP:

1. Maximize the value of wind energy in energy systems and markets

Focus R,D&D advances and sharing of best practices on the integration of wind power into energy systems and markets to improve the economic, technological, and societal value of wind energy, while enhancing security of supply.

2. Lower the cost of land-based and offshore wind energy

Support innovative research at all scales and for all technology types (including disruptive technologies) to continue to improve the economic performance of wind energy projects in both mature and emerging markets. Address technology, market, and information needs to maximize the potential for wind energy to become the most cost-competitive energy by 2050.

3. Facilitate wind energy deployment through social support and environmental compatibility

Refine communication and technological tools to enhance the social support for, and environmental compatibility of, wind energy projects and to reduce barriers to wind energy deployment. Support sociological and environmental research to inform the sustainable deployment of wind energy in both distributed and utility-scale wind energy systems.

4. Foster collaborative research and the exchange of best practices and data

Support international collaboration among experts in all aspects of wind energy to promote standardization and accelerate the pace of technology development and deployment. Engage with a global cohort of stakeholder groups and organizations to disseminate Wind TCP outputs.

Wind TCP Alignment with the IEA's Mission

The Wind TCP's Strategic Plan aligns with the *IEA Medium Term Strategic Plan for Research and Technology 2019-2022*.

Energy Security – Wind energy provides a reliable, affordable, and domestic energy source that may add to the diversity of a country's energy supply and provide grid support. Wind TCP activities directly support energy security improving the value of wind energy in the energy system, improving its cost-competitiveness, and by addressing wind energy deployment challenges.

Economic Development – Cost-competitive renewable energy is a critical component of the growth of the world's developed and developing nations. Wind TCP fosters economic development by lowering the cost and increasing the value of wind energy in the system through collaborative R&D. This work also enables the most difficult R&D challenges to be approached and solved collaboratively.

Environmental Awareness – Wind TCP provides research, analysis, information, and data on technology development and deployment issues, including resource efficiency and environmental externalities. Information generated by the Wind TCP is used by policy makers and regulatory authorities to identify and evaluate the sustainability of energy options.

Engagement Worldwide – The Wind TCP actively engages the energy sector and other experts worldwide through Task research activities and communications (e.g., publications, presentations, and workshops) and outreach activities on the TCP level (e.g., new website and networking platform in 2017; collaboration with IEA, IRENA, and other organizations; efforts to expand membership in mature and emerging markets).

IEA Wind TCP 2019–2024 Research Priority Areas

Research Priority Areas	High-Level Actions	Current and Ongoing Activities
1. Resource and Site Characterization		
<p>Better understand, measure, and predict the physics of wind energy systems (including the atmosphere, land, and ocean) to assess wind resources, wake behavior, local climate, and extreme conditions.</p> <p>Impact: Improve site resource assessment accuracy, aerodynamic performance, and energy forecasts</p> <p>Objectives: 1. Maximize value, 2. Lower costs, 4. Foster collaboration/best practices</p>	<ul style="list-style-type: none"> Characterize normal and extreme environmental conditions for both onshore and offshore wind plants; Improve design and analysis tools through formal verification, validation, and uncertainty quantification; Develop low-cost, high-resolution site assessment techniques to inform siting and plant design. 	<ul style="list-style-type: none"> Topical Expert Meetings (TEMs) (Task 11) Cold Climates (Task 19) Small Wind (Task 27) Aerodynamics (Task 29) Offshore (Task 30) Flow Modeling (Task 31) LIDAR (Task 32) Forecasting (Task 36) Quiet Wind (Task 39)
2. Advanced Technology		
<p>Support pre-competitive and incremental technological development to overcome design, manufacturing, and operational challenges (including upscaling and disruptive innovations).</p> <p>Impact: Reduce the costs of design, installation, and maintenance; increase production; and expand market to new locations</p> <p>Objectives: 1. Maximize value, 2. Lower costs, 4. Foster collaboration/best practices</p>	<ul style="list-style-type: none"> Advance and establish best practices for design, digitalization, and optimization techniques for wind turbines and plants; Investigate advanced technologies to address specific site conditions (taller towers, logistics, offshore support structure design, advanced airfoils and strategies to increase flexibility, reliability, etc.); Advance best practices and technologies for repowering and end-of-life processes. 	<ul style="list-style-type: none"> TEMs (Task 11) Cold Climates (Task 19) Cost of Wind (Task 26) Small Wind (Task 27) Aerodynamics (Task 29) Offshore (Task 30) LIDAR (Task 32) Systems Engineering (Task 37) Quiet Wind (Task 39) Downwind (Task 40)
3. Energy Systems with High Amounts of Wind		
<p>Research power system operations, forecasting, and grid and market integration of high amounts of wind generation.</p> <p>Impact: Develop the 21st century electrical system to support high levels of wind energy and to maximize the system value of wind energy in a broad range of applications</p> <p>Objectives: 1. Maximize value 4. Foster collaboration/best practices</p>	<ul style="list-style-type: none"> Study flexibility in both production and demand to achieve 100% renewable energy systems in the future; Identify best practices to increase the system value of wind, which includes capacity value, grid support (e.g., ancillary services value), and opportunities for flexible demand and sector coupling; Investigate improved wind power forecasts and increase the value of existing forecasts for users. 	<ul style="list-style-type: none"> TEMs (Task 11) System Integration (Task 25) Forecasting (Task 36)
4. Social, Environmental, and Economic Impacts		
<p>Identify acceptance needs and develop solutions for social, environmental, and economic impacts over the plant's lifecycle to increase the social support for and environmental compatibility of wind energy projects; maximize socio-economic benefits; and enable large-scale deployment of wind power.</p> <p>Impact: Directly inform regulatory authorities, helping to make informed decisions on wind deployment, permitting, and safety.</p> <p>Objectives: 3. Social/environmental compatibility, 4. Foster collaboration/best practices</p>	<ul style="list-style-type: none"> Document, develop, and advance best practices, planning approaches, and other tools to build social support for wind energy projects and mitigate social acceptance issues; Better understand and address wildlife conflicts and develop sensing, deterrent, mitigation, and minimization technology; Expand technical knowledge and best practices for aeroacoustic design of wind turbine components. 	<ul style="list-style-type: none"> TEMs (Task 11) Cost of Wind (Task 26) Social Acceptance (Task 28) Aerodynamics (Task 29) Environmental Assessment and Monitoring for Wind Energy Systems (Task 34) Quiet Wind (Task 39)

5. Communication, Education, and Engagement

Establish the Wind TCP as the definitive source for wind R&D expertise, best practices, and data (including deployment statistics and national R&D programs).

Impact: Affect the cost, performance, and deployment of wind energy systems by distributing key results and information.

Objective: 4. Foster collaboration/best practices

- Develop and distribute an easy access platform to promote discussion and information sharing with wind energy and other experts on key results and information from Wind TCP;
- Expand network of experts and researchers and communicate findings between IEA and TCPs to increase synergy;
- Promote a new integrated discipline of wind energy science and engineering to achieve the full potential of low cost/high value wind energy.

- The IEA Wind TCP Secretariat and all research Tasks support this priority area



INTERNATIONAL ENERGY AGENCY IMPLEMENTING AGREEMENT FOR CO-OPERATION IN THE RESEARCH, DEVELOPMENT, AND DEPLOYMENT OF WIND ENERGY SYSTEMS

Wind IA text Approved November 4, 2009

IMPLEMENTING AGREEMENT FOR CO-OPERATION IN THE RESEARCH, DEVELOPMENT, AND DEPLOYMENT OF WIND ENERGY SYSTEMS

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IMPLEMENTING AGREEMENT FOR CO-OPERATION IN THE RESEARCH, DEVELOPMENT, AND DEPLOYMENT OF WIND ENERGY SYSTEMS

4.13 PREAMBLE

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or international organizations or parties designated by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975, wish to establish the Co-operation in the Research, Development, and Deployment of Wind Energy Systems (the "Agreement") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including energy research and development, and have referred in Chapter IV of the Long Term Cooperation Programme, adopted by the Governing Board of the Agency on 30th January, 1976, to the establishment of a co-operative programme on wind power;

CONSIDERING that in the Governing Board of the Agency on 28th June, 1977, the Governments approved the Agreement as a special activity under Article 65 of the I.E.P. Agreement;

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

CONSIDERING that the Governing Board of the Agency approved, on 3 April 2003, the IEA Framework for International Energy Technology Co-operation;

HAVE AGREED as follows:

Article 1

4.14 DEFINITIONS

- 1.1 *Agency or IEA* will mean the International Energy Agency.
- 1.2 *Annex* will mean an addendum to this Agreement and an integral part thereof, which sets forth the manner, including the financial undertakings, and other means of support, by which the activities of the Annex, known as Tasks, are implemented by the Contracting Parties in accordance with the Annual Programme of Work.
- 1.3 *Annex Participant* will mean a Participant that participates in an Annex.
- 1.4 *Annual Programme of Work* will mean the activities of the Agreement's Programme of Work during the period from 1 January to 31 December each year, as adopted by the Executive Committee.
- 1.5 *CERT* will mean the Committee on Energy Research and Technology of the IEA.
- 1.6 *Common Fund* will mean any fund established by the Executive Committee or by an Annex into which the financial contributions of the Participants or the Annex Participants are placed.
- 1.7 *Contracting Party* will mean a Contracting Party, as described in the IEA Framework, which has signed or acceded to this Agreement and has not withdrawn from this Agreement.
- 1.8 *End-of-Term Report* will mean a report prepared for the IEA Working Party's endorsement and CERT approval at the end of the initial term and each subsequent term of this Agreement and which covers the Agreement's past achievements and future plans.
- 1.9 *Executive Committee* will mean the committee established pursuant to Article 6 herein.
- 1.10 *Governing Board* will mean the Governing Board of the IEA.
- 1.11 *IEA Framework* will mean the IEA Framework for International Energy Technology Co-operation adopted by the Governing Board on 3 April 2003. The IEA Framework is attached as Exhibit A to this Agreement and is an integral part thereof.
- 1.12 *I.E.P. Agreement* will mean the Agreement on an International Energy Program dated 18 November 1974, as amended to 7 August 1992.
- 1.13 *IEA Member countries* will mean the member countries of the IEA.
- 1.14 *IEA Secretariat* will mean the Secretariat of the IEA.
- 1.15 *International Organisation* will mean an intergovernmental organisation established by treaty whose members are comprised of sovereign states and/or other intergovernmental organisations.
- 1.16 *OECD* will mean the Organisation for Economic Co-operation and Development.
- 1.17 *Operating Agent* will mean the person or legal entity designated by the Executive Committee to manage a particular Annex under this Agreement.
- 1.18 *Participant* will mean a signatory to this Agreement, whether a Contracting Party or a Sponsor.
- 1.19 *Programme of Work* will mean the overall plan of activities determined by the Executive Committee to be implemented under this Agreement.
- 1.20 *Sponsor* will mean any Sponsor, as described in the IEA Framework, which has signed or acceded to this Agreement and has not withdrawn from the Agreement.
- 1.21 *Task* will mean a particular collaborative R&D activity undertaken in an Annex in which some, but not necessarily all, Participants may choose to participate. The Task, and the means of participation in the Task, is described in an Annex to the Agreement.

Article 2

4.15 OBJECTIVE, IMPLEMENTATION, AND CO-ORDINATION

- 2.1 *Objective*: The general objective of this Agreement is to provide a platform for co-operative research, development, demonstrations, and deployment of wind energy systems and of periodic exchanges of information on their continuing and planned activities. The exchanges will include sufficient detail on the technical scope, timing and planned funding levels of each Contracting Party to permit each Contracting Party should it so desire, to adjust its national project to take into account activities planned by the other Contracting Parties.
- 2.2 *Method of Implementation*. The Participants will implement this Agreement by undertaking Tasks, each of which will be open to participation by two or more Contracting Parties as provided in Article 3 of this Agreement.
- 2.3 *Task Co-ordination and Co-operation*. The Participants will co-operate in coordinating the work of the various Tasks and will endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Annex Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Participants in the field of wind energy systems.
- 2.4 *Co-ordination with Agency Services*.
- (a) In carrying out its functions, this Agreement will 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.
 - (b) The exchange of energy information under other international agreements will not affect Participants' and the Operating Agent's rights and obligations under this Agreement nor will the exchange under this Agreement interfere with the information exchange under such other agreements.

Article 3

4.16 ANNEXES

- 3.1 *Identification*. The Tasks undertaken by Participants are identified in the Annexes to this Agreement. At the time of signing this Agreement, each Participant will confirm its intention to participate in one or more Tasks in its letter of acceptance to the Executive Director of IEA. Each Task will be carried out in accordance with the procedures set forth in this Agreement, unless specified otherwise in the applicable Annex.
- 3.2 *Initiation of Annexes*. Annexes and the Tasks there under, may be initiated by two or more Contracting Parties as follows:
- (a) The Contracting Parties will submit to the Executive Committee a draft Annex;
 - (b) The Executive Committee, acting by majority, will adopt such Annexes pursuant to Article 6.5(b) below;
 - (c) The participation in any Task by a Participant identified in an Annex will become effective upon receipt by the Executive Committee of this Agreement and the Executive Director of the IEA of written notice of the participation in that Annex by the Participant;
 - (d) In carrying out the Tasks, the Participants and Operating Agents will co-ordinate their activities to avoid duplication of Tasks.

A given Annex will come into force as determined by the Executive Committee, acting by majority.

- 3.3 *Admission of New Participants in Existing and Established Annexes*. Any Participant may, with the agreement of the Annex Participants, acting by unanimity, become an Annex Participant in that Annex. Such participation will become effective upon the Participant's sending a Notice of Participation to the Executive Director of the IEA.

- 3.4 *Application of Annexes.* Each Annex will be binding only upon the Annex Participants therein and upon the Operating Agent for that Annex, and will not affect the rights or obligations of any other Participants.

Article 4

4.17 ANNUAL PROGRAMME OF WORK

- 4.1 The Participants will carry out the activities under this Agreement, as may be specified in Annexes hereto, in accordance with the Annual Programme of Work.
- 4.2 *Programme Activities:* The Annual Programme of Work will be implemented through co-ordinated activities, co-operatively determined and supported by all Participants within the context of this Agreement. The Annual Programme of Work will be co-ordinated, as appropriate, with the activities being pursued by the IEA Secretariat and other IEA Agreements.
- 4.3 The Annual Programme of Work will include Tasks that support the Agreement's core objectives. The implementation of these Tasks is intended to be funded from annual contributions by the relevant Participants.
- 4.4 All activities under the Annual Programme of Work will be planned in their entirety by all Participants to ensure effectiveness, consistency and coherence of these activities with the core objective.

Article 5

4.18 THE OPERATING AGENTS

- 5.1 *Designation:* The Executive Committee will designate an Operating Agent for each Annex, unless otherwise agreed by the Participants in the relevant Annex. References in this Agreement to the Operating Agent will apply to each Operating Agent in respect of the Annex for which it is responsible.
- 5.2 *Acceptance of Functions:* Each Operating Agent will accept its specific functions and responsibilities under the relevant Annex by providing a Notice of Acceptance to the Executive Committee and to the Executive Director of the IEA.
- 5.3 *Scope of Authority to Act on Behalf of Participants:* Subject to the provisions of the applicable Annex, the Operating Agent will:
- (a) enact all legal acts required to carry out the activities under this Agreement on behalf of the Annex Participants, unless the Executive Committee decides otherwise, acting by unanimity; and
 - (b) hold, for the benefit of the Annex Participants, the legal title to all property rights which may accrue to or be acquired for this Agreement, unless the Executive Committee decides otherwise, acting by unanimity. It is the obligation of the Operating Agent to provide a consortium agreement where the property rights - existing or acquired within the work carried out by the Participants in the Annex - is defined. The consortium agreement must be approved by unanimity of the Annex Participants and sent to the ExCo.

Each Operating Agent will supervise and be responsible for the operation of its designated Annex under its supervision and responsibility, in accordance with this Agreement and the laws of the country of the Operating Agent and will be responsible to the Executive Committee for implementing the Annex, and the Tasks there under, in accordance with this Agreement, the text of the applicable Annex, and the decisions of the Executive Committee.

- 5.4 *Staff:* It will be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Annex in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Annex Participants or organizations or other entities designated by Annex Participants, and made available to the Operating Agent by secondment or otherwise.
- 5.5 Such personnel will be remunerated by their respective employers and will, except as provided in this Article, be subject to their employers' conditions of service. The Annex Participants will 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 Annex, in accordance with Article 7.8(f) hereof.

- 5.6 *Reimbursement of Costs:* The Executive Committee may provide that expenses and costs properly incurred by an Operating Agent will be reimbursed to the Operating Agent from funds made available by the Annex Participants pursuant to Article 7 hereunder.
- 5.7 *Replacement:* The Executive Committee may, upon unanimous vote, replace an Operating Agent. The replacement Operating Agent will accept its functions and responsibilities following the procedure as set forth in Article 5.2 above.
- 5.8 *Resignation:* An Operating Agent will have the right to resign at any time by giving one year written notice to that effect to the Executive Committee. Should a replacement be designated by the Annex Participants before the expiry of such period of notice, the current Operating Agent will cease its functions on the date indicated by the replacement Operating Agent in its Notice of Acceptance, or as may otherwise be determined by the Executive Committee in agreement with the replacement Operating Agent. Should a replacement not be appointed by the expiry of such period of notice, the current Operating Agent will continue to perform all its functions, with the same rights and obligations, for an additional maximum period of six (6) months.
- 5.9 *Accounting:* Should the Operating Agent be replaced or resign, it will provide the Executive Committee no later than thirty (30) days after it ceases its functions, with an accounting of any moneys and other assets which it may have collected or acquired for the Annex in the course of carrying out its responsibilities as Operating Agent.
- 5.10 *Transfer of Rights:* In the event that another Operating Agent is appointed under Paragraphs 5.7 or 5.8 above, the Operating Agent will transfer to such replacement Operating Agent any and all property rights, moneys and other assets that it may hold on behalf of the Annex Participants.
- 5.11 *Information and Reports:* An Operating Agent will furnish to the Executive Committee such information concerning the applicable Annex as the Executive Committee may request and will each year submit, not later than three (3) months after the end of the financial year, a report to the Executive Committee on the status of the Annex.
- 5.12 *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 decides.
- 5.13 *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.
- 5.14 *Indemnification of Contracting Parties:* The Operating Agent shall be liable, in its capacity as such, to indemnify Participants against the cost of any damage to property and all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

- (1) Result from the failure of the Operating Agent to maintain such insurance as it may be required to maintain under sub-paragraph 5.13 above; or
- (2) Result from the gross negligence or willful misconduct of any officers or employees of the Operating Agent in carrying out their duties under this Agreement.

Article 6

4.19 THE EXECUTIVE COMMITTEE

6.1 *Supervisory Control*: Control of this Agreement will be vested in the Executive Committee constituted under this Article.

6.2 *Membership*: The Executive Committee will consist of one representative designated by and representing each Participant; each Participant will also designate one or more alternate representatives who will represent the Participant if the representative is unable to do so. Each Participant will inform the Executive Director of the IEA and the Operating Agent in writing of all designations under this paragraph.

6.3 *Responsibilities*: The Executive Committee will:

- a) adopt for each year, acting by unanimous vote, the Annual Programme of Work and budget of this Agreement, together with an indicative Programme of Work and budget for the following two years; the Executive Committee may, as required, make adjustments to the indicative Programme of Work and budget;
- b) make such rules and regulations as may be required for the sound management of this Agreement, including financial rules as provided in Article 7 hereof;
- c) consider any matters submitted to it by the Operating Agent or any Participant; and
- d) carry out all other functions conferred upon it by this Agreement.

6.4 *Procedures*: The Executive Committee will carry out its responsibilities in accordance with the following procedures:

- (a) The Executive Committee will each year elect a Chair and one or more Vice Chairs from members and alternate members of Contracting Parties. A Sponsor may not serve as Chair or Vice-Chair;
- (b) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of each of the Operating Agents may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;
- (c) The Executive Committee will typically meet in regular session twice a year; a special meeting may be convened by the Chair upon the request of any Contracting Party which can demonstrate such a need;
- (d) At least twenty-eight (28) days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting will be given to each Participant and to other persons or entities entitled to attend the meeting. Notice need not be given to any person or entity if the desire to be notified is waived by them before the meeting; and
- (e) The quorum for the transaction of business in meetings of the Executive Committee will be one-half of the Contracting Parties plus one (less any resulting fraction) of the Contracting Parties.

6.5 *Voting*:

- (a) When the Executive Committee adopts a decision or recommendation concerning a particular Annex which the Executive Committee has previously approved, the Executive Committee will act:
 - (i) for all decisions for which unanimity is required by this Agreement, by the affirmative vote of all Executive Committee representatives, or alternate representative in the absence of the representative, who are representing the Annex Participants and who are present or represented and are entitled to vote;
 - (ii) notwithstanding sub-paragraph (a)(i) above, for all decisions involving the Annex's Common Fund or the Annex's budget, by the affirmative vote, in person or by proxy, of all Executive Committee representatives, or alternate representative in the absence

- of the representative, designated by the Annex Participants who are entitled to vote; and
- (iii) when no express voting provision is made in this Agreement, then by the affirmative vote of a majority of those Executive Committee representatives, or alternate representatives in the absence of a representative, who are designated by the Annex Participants and are present or represented and are entitled to vote.
- (b) In all other cases when the Executive Committee adopts a decision or recommendation, the Executive Committee will act:
- (i) for all decisions for which unanimity is required by this Agreement, by the affirmative vote of all Executive Committee representatives, or alternate representative in the absence of the representative, who are present or represented and are entitled to vote;
 - (ii) notwithstanding sub-paragraph (b)(i) above, for all decisions involving the Agreement's Common Fund or the budget, by the affirmative vote, in person or by proxy, of all Executive Committee representatives, or alternate representative in the absence of the representative, entitled to vote; and
 - (iii) when no express voting provision is made in this Agreement, then by the affirmative vote of a majority of those Executive Committee representatives, or alternate representative in the absence of a representative, present or represented and entitled to vote.
- (c) The decisions and recommendations referred to in sub-paragraphs (a)-(b) above may, upon the reasonable request of any Executive Committee representative, be made by written procedure by mail, e-mail or facsimile (fax), or other means of electronic transmission without the necessity for calling a meeting. In that case, the Executive Committee Chair will ensure that all Executive Committee representatives (1) receive the necessary documentation in relation to each decision or recommendation and (2) be given twenty-one (21) days to vote from the date of delivery of the written procedure documentation, or any other period as may be determined by the Executive Committee, acting by unanimity. The Executive Committee Chair will ensure that all representatives are informed of each decision or recommendation made pursuant to this sub-paragraph.
- (d) The failure of any representative, or alternate representative in the absence of the representative, to vote at a meeting, or the failure of any representative, or alternate representative in the absence of the representative, to respond to a vote required by written procedure pursuant to sub-paragraph (c) above, will be considered an abstention and such abstention will not block an otherwise unanimous or majority vote.
- (e) If a government has designated more than one Contracting Party to this Agreement, the representatives or alternate representatives designated by those Contracting Parties together may cast only one vote under this Article.
- (f) For the purposes of this Paragraph 6.5, a majority will mean one-half plus one (rounded down to the nearest whole number) of those voting or represented.

Article 7

4.20 FINANCE

7.1 Individual Financial Obligations: Unless otherwise agreed by the Participants in writing, each Participant will bear its own costs in carrying out the activities under this Agreement and any Annexes, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other *per diem* expenses.

- 7.2 *Common Financial Obligations*: Participants wishing to share the costs of implementing specific activities under an Annex will agree to do so in the appropriate Annex. The apportionment of contributions to such costs (whether in the form of cash, services rendered, in-kind, intellectual property or the supply of material) and the use of such contributions will be governed by the regulations and decisions made by the Executive Committee under Article 6 hereof.
- 7.3 *Contribution to a Common Fund under the Agreement*: Should Participants agree to establish a Common Fund under the Annual Programme of Work and budget, any financial contributions due from Participants will be paid to the Participant designated as treasurer in the currency of the country of the treasurer at such times and upon such other conditions as the Executive Committee, acting by unanimity, will determine, provided, however, that:
- (a) contributions received by the treasurer will be used solely in accordance with the Annual Programme of Work and budget; and
 - (b) the treasurer will be under no obligation to carry out any work or pay approved expenses until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.
 - (c) With respect to expenditure, the treasurer will 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 Agreement.
- 7.4 *Contribution to a Common Fund under an Annex*: Should any Annex Participants agree to establish a Common Fund with respect to an Annex, any financial contributions due from Annex Participants will be paid to the relevant 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, will determine, provided, however, that:
- (a) contributions received by the Operating Agent will be used solely in accordance with the Annex; and
 - (b) the Operating Agent will be under no obligation to carry out any work until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.
 - (c) With respect to expenditure, the Operating Agent will take into account the necessity of ensuring a fair distribution of such expenditure in the Annex Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Annex.
- 7.5 *Income*: Income accruing from the operations of an Annex will be credited to that Annex.
- 7.6 *Financial Rules, Expenditure*: The Executive Committee, upon unanimous vote, may make such regulations as are required for the sound financial management of the activities under this Agreement including, where necessary:
- (a) establishment of budgetary and procurement procedures to be used by the Operating Agent in making payments from a Common Fund which may be maintained by Annex Participants or in making contracts on behalf of the Annex Participants; and
 - (b) establishment of minimum levels of expenditure for which Executive Committee approval will be required, including expenditure involving payments of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.
- 7.7 *Accounting*: The system of accounts employed by the Operating Agent will be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.
- 7.8 *Programme of Work and Budget, Keeping of Accounts*. Should Participants or Annex Participants agree to maintain Common Funds for the payment of obligations under the Annual Programme of Work and

budget, or a Common Fund under an Annex, the following provisions will be applicable unless the Executive Committee, acting by unanimity, decides otherwise:

- (a) The financial year of the Annex, and the Tasks there under, will correspond to the financial year of the Operating Agent;
- (b) The Operating Agent will each year prepare and submit to the Executive Committee for approval a draft annual programme of work and budget for the Annex, 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 will maintain complete, separate financial records, which will clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Annex;
- (d) Not later than three months after the close of each financial year the Operating Agent shall submit to independent auditors selected by the Executive Committee for audit the annual accounts maintained in any Annex Common Fund. A Participant designated by the Executive Committee shall do the same for any Common Fund of the Agreement. Upon completion of the annual audit, the Operating Agent, or the Executive Committee's designee in the case of any Agreement Common Fund, 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 will be preserved for at least three years from the date of termination of each Task under the Annex;
- (f) If so provided in the relevant Annex, an Annex Participant supplying services, materials, or intellectual property to an Annex will be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution. The Executive Committee, acting by unanimity, may also determine that an Annex Participant has a right to compensation, if the value of the Annex Participant's services, materials or intellectual property exceeds the amount of the Annex Participant's contribution; any credits for services of staff will be calculated on an agreed scale approved by the Executive Committee and include any relevant payroll-related costs.

7.9 *Taxes:* The Operating Agent will pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with this Agreement or an Annex. The Operating Agent will, however, endeavour to obtain all possible exemptions from such taxes.

7.10 *Audit of an Annex Common Fund:* Each Annex Participant shall have the right, at its sole cost, to audit the accounts of any work in an Annex in which it participates and for which common funds are maintained, on the following terms:

- (a) The Operating Agent shall provide the other Annex 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 allowed in any financial year;
- (d) Any such audit shall be carried out by not more than three representatives of the Annex Participants.

7.11 *Winding-Up Fund:* The Executive Committee, following the proposal of the Operating Agent, may establish levels of contribution towards the creation of a winding-up fund.

Article 8

4.21 INFORMATION AND INTELLECTUAL PROPERTY

- 8.1 *Intellectual Property Guidelines*: It is expected that for each Task agreed to pursuant to this Agreement, the applicable Annex will contain information and intellectual property provisions. The *General Guidelines Concerning Information and Intellectual Property*, as approved by the Governing Board of the IEA on 21st November, 1975 will be taken into account when developing such provisions to the extent they remain applicable.
- 8.2 *Information and Intellectual Property*: Subject to paragraph 8.1, the Executive Committee will establish, by unanimous vote, the necessary provisions and procedure relating to the use of proprietary information, the right to publish information, the licensing of inventions and the copyright of material other than the material referred to in Paragraph 8.3 below.
- 8.3 *OECD/IEA Copyrights*: The Participants understand and agree that the OECD/IEA will retain the copyright to all deliverables, materials or joint material or joint publications published or to be published by the IEA or jointly by the IEA and one or more other parties. Should the Participants use any such deliverables, materials or joint material or joint publications they will seek the prior written approval of the IEA Secretariat and, if the IEA gives such approval, the Participants will give full acknowledgement to the OECD/IEA as being the source of the material, with a copyright notice in the following form: © OECD/IEA, (year of publication).
- 8.4 *OECD/IEA Intellectual Property*. The Participants understand and agree that the name, acronym, and emblem of the IEA has been notified to the World Intellectual Property Organisation (WIPO) Secretariat according to Article 6 of the Paris Convention for the Protection of Industrial Property, as amended on 28 September 1979. Neither the Participants, the Operating Agent, the Agreement nor their agents, representatives, and assigns may use the IEA name, acronym or logo without the IEA's prior written approval.

Article 9

4.22 LEGISLATIVE PROVISIONS

- 9.1 *Accomplishment of Formalities*: Each Participant will request the appropriate authorities of its country (or its Member States in the case of an International Organisation) 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 will be required to conduct the activities under this Agreement.
- 9.2 *Applicable Laws*: In implementing this Agreement the Participants will be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to any constitution, laws and regulations applicable to the respective Participants.
- 9.3 *Settlement of Disputes*: Any dispute among the Participants concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement within thirty (30) days from the notice of one Participant to the other Participants will be referred to a sole arbitrator to be chosen by the Participants in dispute. Should the Participants fail to agree upon the choice of the arbitrator, within thirty (30) days of notice of arbitration, the President of the Permanent Court of Arbitration in The Hague will, at the request of any Participant, exercise that responsibility. The arbitrator will decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and his decision on a question of fact will be final and binding. An Operating Agent which is not a Participant will be regarded as a Participant for the purpose of this Paragraph, where the Operating Agent is a party to the dispute.

Article 10

4.23 ADMISSION, PARTICIPATION AND WITHDRAWAL OF PARTICIPANTS

- 10.1 *Admission of New Contracting Parties*:

- (a) Upon the invitation of the Executive Committee, acting by unanimous vote, admission to this Agreement will be open to Contracting Parties, as set forth in the IEA Framework; and
- (b) The Executive Committee will establish the terms and conditions for the admission, participation and withdrawal of the Contracting Parties in this Agreement, including their rights and obligations, provided that no Contracting Party is accorded any rights greater than those permitted to the various Contracting Parties as set forth in the IEA Framework.

10.2 *Admission of Sponsors:*

- (a) Upon the invitation of the Executive Committee, acting by unanimous vote, participation in this Agreement will be open to Sponsors, as set forth in the IEA Framework; and
- (b) Participation of Sponsors requires prior approval by the CERT. The terms and conditions, including rights and obligations, of Sponsors' participation in this Agreement will be established by the Executive Committee, provided that no Sponsor will be accorded greater rights than those permitted to Sponsors in the IEA Framework.

10.3 *Replacement of Contracting Parties:* Upon the request of a government, a Participant designated by that government may be replaced by another party, provided that the Executive Committee agrees by unanimous vote. In the event of such replacement, the replacement party will assume the rights and obligations of a Participant as provided in Paragraph 10.1 above and in accordance with the procedure provided therein.

10.4 *Withdrawal:* Any Participant may withdraw from this Agreement (a) by giving twelve (12) months prior written notice in the form of a Notice of Withdrawal to the Executive Director of the IEA, such notice to be given not less than one year after the date hereof or (b) at any time prior to such twelve (12) months prior notice, with the approval of all other members of the Executive Committee. The withdrawal of any Participant under this Paragraph will 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 will be adjusted to take account of such withdrawal.

The Participant that has given Notice of Withdrawal, or that has requested the Executive Committee to approve its withdrawal at an earlier date, will maintain all its rights and obligations, including of financial nature, until the date of effect of the withdrawal.

10.5 *Change of Status of Participant:* A Participant will forthwith notify the Executive Committee and the IEA Secretariat of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee will 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 otherwise agrees:

- (a) that Participant will be deemed to have withdrawn from the Agreement under paragraph 10.4 above on a date to be fixed by the Executive Committee; or
- (b) if the Participant is a Contracting Party designated by a government, the Executive Committee will invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, such entity will 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 IEA a Notice of Participation in one or more Annexes.

10.6 *Failure to Fulfil Contractual Obligations:* Should any Participant fail to fulfil its obligations under this Agreement, the Executive Committee will give that Participant written notice, specifying the failure and invoking this Paragraph. If, sixty (60) days after receipt of such notice, the Participant remains in default of its obligations, the Executive Committee, upon unanimous vote (not including the Participant said to be in default), may deem the Participant to have withdrawn from this Agreement and will so notify the Participant in writing.

4.24 Article 11 EXPIRY OR TERMINATION OF THE AGREEMENT

- 11.1 *Expiry or Termination of the Agreement:* The Executive Committee may, at least six months before the definitive expiry or announced termination of this Agreement, establish a Special Working Group composed of representatives of each of the Contracting Parties to propose appropriate measures with respect to material, intellectual property rights and information generated under this Agreement and any Annex(es).
- 11.2 *Termination.* Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, will arrange for the liquidation of the assets of the Annex or Annexes. Intellectual property held by an Operating Agent for the benefit of Annex Participants will for this purpose be regarded as assets of the respective Annex.
- Liquidation of Annexes:* In the event of such liquidation, the Executive Committee will, so far as practicable, distribute the assets of the Annex, or the proceeds there from, if any, among the Annex Participants in proportion to their respective contributions for the current financial year.
- Liquidation of the Common Fund of the Agreement:* Any unused monies in the common fund and/or outstanding expenditures, if any, will be allocated to the Participants in proportion to their respective contributions for the current financial year.

Article 12

4.25 FINAL PROVISIONS

- 12.1 *Term of Agreement:* This Agreement may be extended for additional periods of up to five years, as may be determined by the Contracting Parties upon majority vote and upon approval by the CERT. Notwithstanding the provision set forth in this Paragraph, the Executive Committee may, upon unanimous vote, terminate this Agreement at any time.
- 12.2 *Amendment:* The Contracting Parties, acting through the Executive Committee, may amend this Agreement upon unanimous vote. All amendments to this Agreement or any of its Annexes will be integrated into a new electronic version and distributed according to Paragraph 12.4 below.
- 12.3 *Applicable Rules:* The IEA Framework for International Energy Technology Co-operation, adopted by the IEA Governing Board on 3 April 2003, applies to, and is an integral part of, this Agreement solely for the duration of this Agreement. A copy of the Framework is attached as Exhibit A to this Agreement.
- 12.4 *Deposit:* The Executive Committee Chair will deposit the original of this Agreement, and all amended versions thereof, in electronic form with the Office of the Legal Counsel of the IEA, acting on behalf of the Executive Director of the IEA, and will furnish a certified copy thereof to each Participant and the Agreement's Operating Agent.

LIST OF CONTRACTING PARTIES AND SPONSORS CURRENT CONTRACTING PARTIES

(as of 9 June 2008)

The Energy Research and Development Corporation (ERDC) for and on behalf of the government of Australia
(replaced by **THE AUSTRALIAN WIND ENERGY ASSOCIATION**)

THE REPUBLIC OF AUSTRIA

The National Research Council of Canada
(designated by the Government of Canada)
(succeeded by the Department of Energy, Mines and Resources, then succeeded by **NATURAL RESOURCES CANADA**)

The Ministry of Trade and Industry
for and on behalf of the Government of Denmark (succeeded by the Ministry of Industry, then by the Ministry of Energy, then replaced by the Ministry of Environment and Energy, Danish Energy Agency, then by **THE MINISTRY OF ECONOMY AND BUSINESS AFFAIRS, DANISH ENERGY AUTHORITY**)

THE COMMISSION OF THE EUROPEAN COMMUNITIES

VTT Technical Research Center for and on behalf of the government of Finland
then replaced by **THE NATIONAL TECHNOLOGY AGENCY OF FINLAND (TEKES)**,

FEDERAL MINISTRY FOR THE ENVIRONMENT, NATURE CONSERVATION AND NUCLEAR SAFETY
for and on behalf of the Government of Germany

THE CENTRE OF RENEWABLE ENERGY RESOURCES (C.R.E.S.)
(designated by the government of Greece)

SUSTAINABLE ENERGY IRELAND (rejoined in 2002)
(designated by the government of Ireland)

The Comitato Nazionale per la Ricerca e per lo Sviluppo dell'Energie Nucleare e delle Energie Alternative (ENEA)
(designated by the Government of Italy)
(which subsequently changed its name to **THE ENTE PER LE NUOVE TECNOLOGIE, L'ENERGIA E L'AMBIENTE (ENEA)**)
THE ENTE NAZIONALE PER L'ENERGIA ELETTRICA (ENEL)
(designated by the Government of Italy)
(replaced by CENTRO ELETTROTECNICO SPERIMENTALE ITALIANO SPA (CESI) (replaced by **CESI RICERCA S.p.A**)

The Government of Japan
(replaced by the **NATIONAL INSTITUTE OF ADVANCED INDUSTRIAL SCIENCE (AIST)** for the government of Japan

THE GOVERNMENT OF KOREA

THE INSTITUTO DE INVESTIGACIONES ELÉCTRICAS (IIE) (Mexico)

The Stichting Energieonderzoek Centrum Nederland
(designated by the Government of the Netherlands)
(replaced by The Netherlands Agency for Energy and the Environment (NOVEM), then renamed following its merger with Senter to **SENTERNOVEM**)

The Institutt for Atomenergi
(designated by the Government of Norway)

replaced by The Directorate of Energy which later changed its name to the Norwegian Water Resources and Energy Administration (NVE), and again later to **THE NORWEGIAN WATER RESOURCES AND ENERGY DIRECTORATE (NVE)**

ENOVA SF for and on behalf of the government of Norway

NATIONAL INSTITUTE FOR INDUSTRIAL ENGINEERING AND TECHNOLOGY (INETI) for and on behalf of the government of Portugal

THE INSTITUTO DE ENERGIAS RENOVABLES (IER) OF THE CENTRO DE INVESTIGACIÓN ENERGETICA MEDIOAMBIENTAL Y TECNOLÓGICA (CIEMAT)
(designated by the Government of Spain)

The National Swedish Board for Energy Source Development
(designated by the Government of Sweden) (succeeded by the National Energy Administration,
then succeeded by The National Board for Industrial and Technical Development (NUTEK),
then later replaced by the Swedish National Energy Administration, the name of which was changed to **THE SWEDISH ENERGY AGENCY**)

THE SWISS FEDERAL OFFICE OF ENERGY for and on behalf of the Government of Switzerland
The United Kingdom Atomic Energy Authority
(designated by the Government of the United Kingdom of Great Britain and Northern Ireland) subsequently replaced by the Department of Trade and Industry (DTI), which was replaced by the **Department for Business, Enterprise and Business Reform**

4.26 (DBERR)

The Department of Energy
for and on behalf of the Government of the United States of America (replaced by The Government of the United States of America, then again by **THE UNITED STATES DEPARTMENT OF ENERGY**)

SPONSOR

EUROPEAN WIND ENERGY ASSOCIATION (EWEA)

CONTRACTING PARTIES SINCE WITHDRAWN

THE GOVERNMENT OF BELGIUM

The KERNFORSCHUNGSANLAGE JULICH GMBH
(designated by the Government of Germany)
(which subsequently changed its name to Forschungszentrum Julich GmbH)

The GOVERNMENT OF IRELAND

The NEW ZEALAND METEOROLOGICAL SERVICE
(for and on behalf of the Government of New Zealand) (replaced by Electricity Corporation of New Zealand (ECNZ)
which was subsequently replaced by New Zealand Wind Energy Association)

The ERA TECHNOLOGY LTD
(designated by the Government of the United Kingdom of Great Britain and Northern Ireland)

The CENTRAL ELECTRICITY GENERATING BOARD
(designated by the Government of the United Kingdom of Great Britain and Northern Ireland) (which subsequently changed its name to National Power plc.)

The NORTH OF SCOTLAND HYDRO ELECTRIC BOARD
(designated by the Government of the United Kingdom of Great Britain and Northern Ireland) (The North of Scotland Hydro Electric Board, which was originally a Contracting Party to the Large Scale Wind Energy Implementing Agreement, subsequently changed its name to Scottish Hydro-Electric plc.)

4.27 LIST OF ANNEXES FOR ACTIVE RESEARCH TASKS

- Annex 11 Base Technology Information Exchange
- Annex 19 Wind Energy in Cold Climates
- Annex 20 HAWT Aerodynamics and Models from Wind Tunnel Measurements
- Annex 21 Dynamic Models of Wind Farms for Power System Studies
- Annex 22 Market Development (on hold)
- Annex 23 Offshore Wind Energy Technology Development
- Annex 24 Integration of Wind and Hydropower Systems
- Annex 25 Design and Operation of Power Systems with Large Amounts of Wind Power
- Annex 26 Cost of Wind Energy
- Annex 27 Quality Labelling of Small Wind Turbines
- Annex 28 Social Acceptance of Wind Energy Projects
- Annex 29 MexNext Wind Tunnel Measurements and Aerodynamic Models

4.28 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.

3.4 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 IEA Secretariat with all documentation made available to the Executive Committee representatives 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.

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. 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 representatives 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 representatives 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.