

# INTERNATIONAL ENERGY AGENCY

## FRAMEWORK FOR THE TECHNOLOGY COLLABORATION PROGRAMME

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

### **Article 1**

#### **Mandate**

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

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

## **Article 2**

### **Participants**

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

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<sup>1</sup> Either on its own behalf or on behalf of the European Union.

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

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

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

## 2.5 Sponsors may be

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

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

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

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

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

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

## 2.6 Limited Sponsors may be

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

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

### **Article 3**

#### ***Implementing Agreements***

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

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

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

## **Article 5**

### ***Interaction with the IEA***

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

## **Article 6**

### ***Partnerships***

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

## **Article 7**

### ***Copyright***

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

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

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