

**ANNEX II To
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HYDROGEN IMPLEMENTING AGREEMENT
AND
THE INTERNATIONAL PARTNERSHIP FOR A HYDROGEN ECONOMY**

Article 1 – Nature of activity

The purpose of this Annex is to foster collaboration on hydrogen safety through participation in the HIA's Task 19 by IPHE member countries who are not already Contracting Parties to the HIA. Task 19 is currently the largest global collaboration programme on hydrogen safety.

Article 2 – Extent of collaboration

Both the HIA and the IPHE believe that the involvement in Task 19 of IPHE member countries who are not already Contracting Parties to the HIA will add value to Task 19 by introducing new world-class experts to the Task.

Subject to the requirements in this Annex and the Memorandum, IPHE member countries who are not already Contracting Parties to the HIA will be allowed to attend all Task 19 meetings. Subject to the approval of the Task 19 Operating Agent and all current Task 19 participants, such countries will be invited to take part in Task 19 research activities.

Collaboration will consist of participation in Task 19 meetings as well as participation, by invitation, in research activities and any other activities as defined by the HIA approved Task 19 Work Plan.

Article 3 – Outreach and promotion

All Task 19 outreach and promotion activities, including but not limited to reports, information, articles, publications, and conference participation, as well as the dissemination and advertising thereof, must be reviewed and approved in advance by the HIA.

Article 4 –Reporting to the HIA and IPHE

The Task 19 Operating Agent will continue to report to the HIA in accordance with the HIA legal framework, handbook and practice. After HIA Executive Committee review and approval of a Task 19 report, the Task 19 Operating Agent may then make a progress report to the IPHE for information purposes. The content and timing of the reports to the IPHE will reflect the bi-annual HIA Executive Committee meeting schedule.

Article 5 – Requirement to join the HIA

Upon the entry into force of this Annex, IPHE member countries that are not already Contracting Parties to the HIA and that wish to benefit from the collaboration outlined in this Annex or any other HIA activity, must each express their intent to become HIA Contracting Parties. This expression of intent must be in writing and be sent to the HIA Secretariat.

Upon receipt of an expression of interest, the HIA Executive Committee will act in accordance with the provisions of the IEA Framework and the HIA legal text. Namely, the HIA Executive Committee will formally decide on the relevant terms and conditions of membership and will invite the relevant country to join. Thereafter, it will provide a membership invitation letter to that country, with the country thereafter responding and hopefully accepting such terms and conditions. Upon acceptance of the terms and conditions, the IEA Secretariat will send to the country a signature page to the HIA legal text. The country's participation as a Contracting Party in the HIA will be effective as of the date on the signature page, subject to receipt of the original signature page by the IEA.

To the extent that any IPHE member country that is not already a Contracting Party in the HIA fails to sign the HIA legal text by the end of the term of this Annex, such country will no longer be able to attend or otherwise contribute to Task 19 and any of its activities.

Article 6 – Voting Rights

Until such time as an IPHE member country that is not already a Contracting Party to the HIA becomes a Contracting Party by signing the HIA legal text in accordance with Article 5 above, it will have no right to vote at HIA Executive Committee meetings or at Task 19 meetings.

Article 7 – Annex term

This Annex will come into effect upon the later signature by either the HIA or the IPHE and will remain in force for a period of eighteen months, provided, however, that such term does not extend beyond December 31, 2009 unless the IEA extends the term of the HIA beyond December 31, 2009.

Article 8 – Intellectual Property

IPHE hereby acknowledges on behalf of its member countries that its members will comply with all of Task 19's intellectual property protection provisions, as well as any and all privacy and confidentiality provisions pertaining to Task 19. The Task 19 members will decide upon any proposed deviation from such provisions by formal vote.

Article 9 – Letters of Compliance

To participate in Task 19, an IPHE member country that is not already a Contracting Party to the HIA must send a letter stating that it will comply with the terms and conditions of this Annex, as well as all of the rules governing Task 19, including but not limited to those referred to in Article 8 above. A given country will send an original of such letter to the HIA

Secretariat, the Operating Agent of Task 19 and the IPHE Steering and Implementation Liaison Committee Chairs.

Article 10 – Authority to sign

Those individuals signing this Annex on behalf of the HIA and the IPHE each has, respectively, sufficient power and authority to bind HIA and IPHE.

Date: December 15th, 2008

On behalf of the Hydrogen Implementing Agreement:



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Chairman, IEA HIA

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