

# Call for Tender

to serve as

## Technology Collaboration Programme Operating Agent | Secretary (The Secretariat)

for the

## International Smart Grids Action Network (ISGAN)

Issued by the Tender Group on behalf of the  
ISGAN Executive Committee

September 2024

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### Submission of Bids:

Electronically via e-mail only to: [josef.ayoub@NRCan-RNCan.gc.ca](mailto:josef.ayoub@NRCan-RNCan.gc.ca)

Closing Time and Date: **31<sup>st</sup> December 2024, 17:00hrs local time CET**

## Nomenclature | List of Acronyms

Annex	An Annex to the ISGAN IA setting out the parameters for how the activities of a particular ISGAN WG will be implemented.
BRG	Budget Review Group. The BRG is an ISGAN ExCo subcommittee consisting of representatives with delegated budgetary matters
Bidder	Individual or organization responding to this Call for Tender
CEM	Clean Energy Ministerial. The Clean Energy Ministerial (CEM) is a high-level global forum (as of August 2024, consisting of 28 member countries and the European Commission) to promote policies and programs that advance clean energy technology, to share lessons learned and best practices, and to support the transition to a global clean energy economy. ISGAN is an initiative of the CEM.
CERT	Committee on Energy Research and Technology. The CERT is a standing IEA committee that coordinates and promotes the development, demonstration, and deployment of technologies through oversight of 38 TCPs operating under the IEA Framework that address challenges in the energy sector.
CP	Contracting Party. CPs are TCP Participants that represent governments of OECD member or non-member countries, the European Union, or intergovernmental organizations. CPs may be also an entity, including national agencies and private corporations, that have been designated by a government to participate in a TCP.
CT	Call for Tender
REWP	Working Party on Renewable Energy Technologies. The REWP is one of the several IEA Working Parties operating under the CERT umbrella with responsibility for tracking and advising assigned TCPs. The ISGAN TCP falls under the REWP's purview.
ExCo	Executive Committee. The ExCo is the decision-making body of the ISGAN TCP and supervises ISGAN activities. It comprises at least one representative from each ISGAN TCP Participant (excluding Limited Sponsors, also known as Limited Participating Partners).
GSEF	Global Smart Energy Federation. GSEF is a long-standing partner to ISGAN.
IA	Implementing Agreement. Each TCP operating under the IEA Framework is formally organized under an IA (i.e., a legal text). ISGAN's IA is titled, "International Energy Agency Technology Collaboration Programme: A Co-operative Programme on Smart Grids Action Network (ISGAN) Implementing Agreement" and often referred as the ISGAN IA or ISGAN's IA.
IEA	International Energy Agency
IEA Framework	International Energy Agency Framework for the Technology Collaboration Programme. The IEA Framework establishes the basic rules for IEA TCPs. It is appended to the ISGAN IA and is an integral part of it.
ISGAN	International Smart Grid Action Network. ISGAN is the public-facing name for this IEA TCP and CEM initiative focused on supporting the development and deployment of smarter electric grid technologies, practices, and systems.
KSGI   KPX	Korean Smart Grid Institute   Korea Power Exchange. ISGAN Asia Co-Secretariat.
OA	Operating Agent. OA applies to the Secretary or any Secretariat personnel or Working Group Manager that is authorised to perform legal acts on behalf of Participants pursuant to Article 5.3 of the ISGAN IA.
Programme Participant Support	Participants (case sensitive) refers to the Contracting Parties, Sponsors (also known as Limited Partners), and Limited Sponsors (also known as Limited Participating Partners) as described in the IEA Framework that have signed or acceded to, and not withdrawn from, the ISGAN IA.
RDD&D	Research, Development, Demonstration, and Deployment.
Secretary or Secretariat	The person(s) or company who provides the Secretariat services for the ISGAN TCP.
TCP	Technology Collaboration Programme. TCPs are collaborative international programmes established and operating under the IEA Framework. ISGAN is an IEA TCP.
WG	Working Group. ISGAN's collaborative activities are generally organized in an evolving set of standing WGs.

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## 1. Introduction

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The **International Energy Agency (IEA) Technology Collaboration Programmes (TCPs)** are independent, international groups of experts that enable governments and industries from around the world to organize and implement programmes and projects on a wide range of energy technologies and related issues. The experts in these collaborations work to advance the research, development, and commercialisation of energy technologies and provide related policy insights in support of energy security, energy transitions, economic growth and environmental protection. TCPs operate under a flexible and effective IEA framework for multilateral cooperation and are organised through legal Implementing Agreements. TCP activities and programmes are managed and financed by the Participants.

The **Clean Energy Ministerial (CEM)** is a high-level, global forum to promote policies and programmes that advance clean energy technology, to share lessons learned and best practices, and to encourage the transition to a global clean energy economy. Initiatives are based on areas of common interest among participating governments and other stakeholders.

The **International Smart Grid Action Network (ISGAN)** is a CEM initiative established in 2010, and IEA TCP formally established in 2011. It functions as an international platform for the development and exchange of knowledge and expertise on smarter, cleaner, more flexible, and resilient electricity grids (“smart grids”). ISGAN seeks to improve global understanding of the benefits and opportunities of smart grids, to accelerate their development and deployment through furthering knowledge, frameworks, and tools, and to provide high-level decision-makers across governments and industry with relevant insights and, where appropriate, recommendations. ISGAN’s Participants can then apply for these within their own national, sub-national, or regional contexts.

ISGAN Participants recognize that smart grids play a key role in enabling greenhouse gas (GHG) emission reductions while maintaining robust, reliable, and resilient access to electricity. Therefore, ISGAN strives to provide an important channel for the communication of relevant experience, trends, lessons learned, emerging solutions, and visions in support, ultimately, of national, regional, and global clean energy objectives.

ISGAN’s impact relies on the development of publications and other deliverables that inform and enable smarter investment and better policy but is ultimately dependent on the implementation by responsible authorities in sovereign nations. Therefore, ISGAN emphasizes knowledge-sharing by design and seeks to identify and implement effective communication mechanisms to ensure that results are useful for decision-makers.

ISGAN Participants also recognize the growing number of international initiatives seeking to make progress on power system transitions. ISGAN has forged sustained collaboration with other initiatives, such as the Global Smart Energy Federation (GSEF), organized around topics of mutual interest. For example, since 2018, ISGAN has closely cooperated with Mission Innovation activities in the field of smart grids, the most recent being the Green Powered Future Mission (GPFM).

ISGAN currently has 27 Contracting Parties, spanning the globe. Their nominated representatives from the Executive Committee (**ExCo**), which meets at least twice a year<sup>1</sup> to oversee the collaboration and coordinate activities for the fiscal year, as well as to share and learn about developments in all participating countries. The ExCo is presided by a **Chair** and four **Vice Chairs** (together, the “Presidium”) and assisted by the **Secretariat/Operating Agent** of ISGAN. The primary activities of ISGAN are organized into **six Working**

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<sup>1</sup> Meetings are mainly hosted in one of the member countries, not excluding potential web meeting in case of force majeure or when urgent decisions need to be taken. The host country generally takes care of the on-site logistics (e.g. venue, catering, recommended hotels, information leaflet).

**Groups** (formerly referred as, and still operating under Annexes), which are standing bodies, defining new tasks each year. Each Working Group consists of National Experts nominated by ISGAN Participants and is led by a designated Working Group Manager. ISGAN activities are largely task-shared, although it does maintain a common fund for certain functions; this common fund is held by the Operating Agent on behalf of ISGAN Participants.

The scope of work of the Executive Committee Operating Agent/Secretary forming the **ISGAN Secretariat** focuses on supporting the ISGAN ExCo in achieving its goals, especially for the period 2025-2028. The Secretariat work includes on-going liaison with the Chair and Vice Chairs and other ExCo members in charge of some specific task, coordination of ExCo meetings, production of outputs and reports mentioned in the upcoming sections, update and maintenance of the website, administrative liaison with IEA, support the process of new members joining the ISGAN, support the work of Working Groups, maintain the procedural guidelines and templates, and support the outreach projects.

Whereas the ISGAN Secretariat carries out day-to-day administrative functions in support of the Presidium, it is also the formal overarching **Operating Agent (OA)** of the ISGAN TCP in accordance with the requirements under Article 6 of **ISGAN's Implementing Agreement (IA)** (see Annex 1). Some of the **roles, responsibilities, and scope of authority** of the **OA** are iterated in Articles 6.1 to 6.3 of the aforementioned IA, which is appended to this document.

The following **Call for Tender** defines, in broad terms, the work associated with providing secretariat services for the ISGAN TCP but does not detail in any pre-determined way the method by which the responsibilities of the Operating Agent/Secretary should be carried out. The Bidders are encouraged to suggest innovative ways to further the mission of ISGAN by taking advantage of new information systems, management techniques or through other proactive approaches.

## 2. Eligibility Criteria

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The Bidder delivering the service must, **as a minimum**, meet the following profiles otherwise the proposal will be rejected from further assessment:

- **Project Management:** Head of the group with at least five (5) years of experience in project management, partly within a multilateral organization (e.g. IEA, CEM, MI, APEC, IRENA), including people management, overseeing project delivery, quality control of delivered service, and conflict resolution experience, ideally in activities of a similar nature as IEA TCPs and having experience in management of teams.
- **Professional secretarial and office administration experience:** Member of the staff with proven experience in office management, secretarial, and accounting services, including the ability to swiftly and effectively extract essentials from discussions in meeting minutes, effective communication, event organization, membership management and contract negotiation.
- **Website expertise:** proven professional experience in creating social media feeds, in managing websites and disseminating information.
- **Basic knowledge of Smart Energy Systems:** The employees must have a rudimentary knowledge of the technical terms of a smart energy system and be able to address them correctly.
- **Languages skills:** The applicant must prove the capacity to draft reports in English. Staff of potential team bid must have very good language skills in English, as guaranteed by a certificate or past relevant experience. All members of the team should have extensive, proven experience in

oral and written communications in English.

- **Price:** The total price of the bid for the three-year term should not exceed **€507,000 incl. VAT. Bids exceeding this amount will not be eligible.**

It is preferred, **but not required**, that the Bidder provide written evidence of endorsement or support from the ISGAN Contracting Party in its home country. The ISGAN Contracting Parties can be found on its website, <https://www.iea-isgan.org>.

### 3. Statement of Work

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The ISGAN TCP acting through its Executive Committee, invites suitably qualified organizations to submit a bid to serve as TCP Operating Agent/Executive Committee Secretary of ISGAN.

#### 3.1 Reference documents (joined with this Call for Tender):

- (i) Detailed Work Packages of the Operating Agent/Secretary (i.e. the “Secretariat”).
- (ii) ISGAN 5-year Strategic Plan, March 2022-February 2027. (ATTACHMENT 1)
- (iii) A Co-operative Programme on Smart Grids Action Network (ISGAN) Implementing Agreement as amended on April 25, 2022. (ATTACHMENT 2)
- (iv) Sample Letter of Notice of Acceptance addressed to IEA Legal Services. (ATTACHMENT 3)

#### 3.2 Requested Services - Terms of Reference for the OA/Secretary work:

The primary purpose of programme support is to provide the ExCo, the Presidium, and to a more limited extent, the Working Groups with a range of administrative and project management services to enhance the operational efficiency of the ExCo and the entire TCP. The Operating Agent/Secretary is expected to be proficient in organization and communication as well as fluent in oral communication, writing and proof-reading documents in English, the official language of the ISGAN TCP. Articles 5.1 and 6 of the Implementing Agreement governing ISGAN provide information on the roles and responsibilities of the ISGAN Secretariat and the Operating Agent respectively. (The main, but not necessarily the only, areas to be covered by the Secretary are outlined in the **Work Packages (WP) in Attachment #1**. Below is the general summary of the functions:

##### 3.2.1 Strategic Programme Support:

- *Presidium Support:* Oversee the planning, execution, and follow-up of (biweekly and/or as needed) Presidium meetings/calls. Support strategic development and the acquisition of new Contracting Parties.
- *Inter-TCP and Stakeholder Engagement:* Facilitate collaborations among TCPs and represent ISGAN in relevant external engagements, ensuring alignment with organizational priorities.
- *Programme Reporting:* Generate and present programme information, metrics and statistics to ExCo members and key stakeholders (e.g. IEA, CEM) within ISGAN, especially planning and preparing the annual report of ISGAN

##### 3.2.2 ExCo Meetings Support:

- *Meeting Preparation:* Assist host country in the planning and organizing of the meeting: develop agenda, invitations, side events (e.g., such as inter-WG meetings and workshops as requested by

WG managers or host country in consultation with the Presidium, technical tours, meeting venue, name badges, meeting slides, printed material, other)

- *Meeting Support:* Participate in on-site ExCo meetings (2x year) in support of the ISGAN ExCo, e.g. coordinate speaker presentations, ensure progress of the agenda, take meeting notes and keep track of ExCo decisions and deliverables.
- *Meeting Follow-Up:* Prepare and circulate meeting minutes and decisions and actions items in a timely order (decision and actions at the latest one month after the ExCo meetings).

### 3.2.3 **Organizational Programme Support:**

- *Meeting and Event Organization:* Arrange and manage online meetings and events with internal and external stakeholders, including other IEA TCPs and relevant initiatives.
- *Internal Document and Information Management:* Maintain collaboration framework (e.g. MS Teams channel) for internal communication, where the relevant internal documents, information, etc. regularly updated and available to all members.
- *Internal Management and Coordination:* Coordinate and support ISGAN's Working Groups in collaboration, strategic planning and publications; oversee key processes such as the QUAP approval process to ensure organizational compliance and quality standards.

### 3.2.4 **Common Fund Management:**

- *Financial Management and Reporting:* Manage contributions of all IEA ISGAN members to the common fund, including yearly invoicing of Contracting Parties and proactively ensuring commitments are fulfilled. Prepare mid-year and end-of-year financial status reports for Budget Review Group (BRG) review, and coordinate presentations to the ExCo with the head of the BRG.
- *Contract Management and Procurement:* Prepare and sign contracts, providing support to the procurement process with contracting parties, implementing bodies, and other service providers, following the most time-effective procurement procedures. Make payments to service providers as required and upon approval of the BRG.

### 3.2.5 **Communication and Collaboration:**

- *Programme Communication:* Provide general support in coordinating news updates and ISGAN publications; engage in any communication action involving media coverage of ISGAN and its activities, slides deck development and periodic update for ISGAN high level intro and for WG relevant activities/achievements, newsletter distribution, and social network policy.

## 3.3 **Cost Information and Duration:**

- Cost information for Operating Agent/Secretarial activities for the period starting **June 12, 2025 – June 11, 2025, to June 11, 2028**, considering that the total fixed price for the **three-year term shall not exceed €507,000.00 incl. VAT**. Pricing should specify the breakdown between personnel costs, direct costs, overheads, travel and subsistence, any other charges related to the operation of ISGAN, and potential added value tax applicable. The billed amount should however reflect the work performed and as such the distribution of total price over the three years will not exceed **€160,000 for the first year; €168,000 for the second year; and €179,000 for the third year**.
- The yearly billed amounts will be made in two equal invoices (December and June).
- Firm bid prices in Euro should be quoted for the whole period of service, June 12, 2025 – June 11, 2028.
- Potential in-kind support from the Bidder is welcomed but not essential

### 3.4 Bidder Information & Requirements:

The minimum tender requirements below should be addressed by the Bidders and reflected in accompanying Bidder's *Curriculum Vitae/Résumé*.

#### 3.4.1 **Language of ISGAN:** English.

**3.4.2 Proposed Approach to Provide Secretariat Services to ISGAN:** An introductory letter describing the main motivations and background for submitting the proposal to be the ISGAN OA/Secretary is appreciated. The description should include the Bidder's interpretation of the goals and objectives of ISGAN, the general approach to providing OA/secretariat services to ISGAN, and innovative approaches that offer the prospect of enhanced value for member countries. Specific attention will be drawn to the way to implement the current Strategic Plan 2023-2027.

#### 3.4.3 **Information on the Bidding Organization:**

- Full legal name
- Legal status
- Legal address
- Actual location, and all appropriate contact information
- Total number of staff and approximate categories (e. g. scientists, engineers, etc.)
- Annual turnover of staff
- Quality certification status
- Budget and accounting principles and procedures
- Procedures and principles in relation to inflation and currency rates

#### 3.4.4 **Demonstrated Capabilities:**

- Relevant organisational experience in multilateral organizations and multi-client projects, e.g., IEA, IEA TCPs, CEM, MI.
- Current activities which are closely related to the ISGAN priorities
- Diplomatic and coordination skills in dealing with representatives from many nations
- Experience demonstrating established relationships with relevant sectors
- Skills and experience in communication and outreach or partnership with a dedicated company
- Skills in financial management
- Basic legal skills (to coordinate with IEA Legal office).
- Excellent English oral and writing skills

#### 3.4.5 **Task Oriented Information (if applicable):**

*The position of Operating Agent/Secretary is anticipated to be vested in **one individual in the dual roles**. Bidders may designate more than one individual in their submissions. Bidders are requested to provide details on:*

- *Relevant experience of key staff and qualifications (please provide a short CV for each proposed key staff member), including English language capabilities;*
- *Percentage of total effort to be dedicated to each of the specified duties (above) for the ISGAN operation;*
- *Which proposed staff member is to deliver each of the specified duties (above) for the ISGAN operation;*
- *Proposed approach to staffing: will staff be fully dedicated to ISGAN tasks, partly shared with other programmes (specify which), drawn from a flexible pool as required, or some other approach?*

### 3.5 Request for Further Information by the Bidder:

Questions by Bidders should be directed to the Tender Subcommittee Head via e-mail for the bid (E-mail: [josef.ayoub@NRCan-RNCan.gc.ca](mailto:josef.ayoub@NRCan-RNCan.gc.ca)).



### 3.6 Deadline for Submission of Expressions of Interest (Complete Proposal):

Electronically via e-mail only to [josef.ayoub@NRCan-RNCan.gc.ca](mailto:josef.ayoub@NRCan-RNCan.gc.ca) by **31<sup>st</sup> December 2024, 17:00 hrs. local time CET.**

## 4. Selection Criteria & Bid Assessment

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Proposals will be assessed according to the information provided by the Bidder to the criteria of which the principal ones are outlined below. The assessment may also be supplemented with a telephone interview by the Evaluation Team. The three groups of criteria presented below will be given weight in the evaluation **(the maximum total score is 100 points).**

### 4.1 Selection Criteria

#### 4.1.1 General approach in managing the Work Packages mentioned in Section 3.2 and Attachment #1 to fulfill the vision and mission of ISGAN - Over-all quality of the application:

**(35 points)**

- Understanding the importance and objective of the mission of the Secretariat / Operating Agent: Comprehension of the critical role and purpose of the Secretariat's / Operating Agent's mission.
- Understanding of the required tasks of the mission and vision of the approach for each task: Awareness of the necessary duties related to the mission and a clear vision for addressing each task.
- Strategies for continuous improvement of the Secretary role: Development of strategies to enhance the Secretary role, ensuring high involvement from ExCo members, Working Groups and stakeholders in ISGAN, and efforts to increase ISGAN membership; quality control and monitoring of performance
- Proposed interaction with the other initiatives: Plan for collaboration with the relevant stakeholders to ensure consistency in ISGAN's work and outcomes.
- Proposition of innovative aspects: Suggestion of new and innovative ideas that were not previously mentioned but could add value to the deliverables.
- Consistency and feasibility of the bid: Assurance of the bid's coherence and practicality.
- Quality and readability of the bid: Assessment of the bid's clarity and readability.

#### 4.1.2 Demonstrated experience and expertise in executing the tasks of the Work Packages:

**(30 points)**

- Experience with Policy Development and Governmental Collaboration: Proven track record in projects focused on policy development and collaboration with government entities.
- Access to Legal and Fiscal Expertise: Availability of legal and fiscal expertise, including accounting services.
- Communication Skills: Proficiency in presenting to an international audience and handling correspondence.
- Knowledge of Power Market and Smart Grid Technologies: Understanding of power market functioning, smart grid technologies, smart grid policy, and smart grid deployment.
- Language skills.

**4.1.3 Project management and organizational capabilities:**

**(35 points)**

- Ability to effectively plan projects, organize tasks, and allocate suitable staff for each specific task.
- Innovative Ideas for Administrative Excellence: Implementation of cutting-edge information and communications technology and online tools to keep ISGAN at the forefront of administrative excellence.
- Management of the Common Fund: Proficiency in managing the common fund, including budget planning, monitoring, and executing efficient and neutral procurement processes.
- Capabilities for Event Planning: Competence in organizing and managing events, including the development of contingency plans.
- Sustainability: Commitment to sustainable practices in project management and organizational operations.
- Sustainable staffing and back up staffing plan that ensures consistency of quality and delivery of services.

**4.2 Bid Assessment: Best Value-for-Money**

Proposals will be assessed based on the selection criteria mentioned above. The offer providing the best **value for money** will be chosen according to the formula below. A weight of **20/80 ratio** is given to price/quality considering that the total price for the three-year term should not exceed **€507,000 incl. VAT**.

<b>Total Score for Tender A = Weighted price score for Tender A + Weighted content score for Tender A</b>
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<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Weighted Price Score for Tender A</b></td> <td style="width: 10%; text-align: center;">=</td> <td style="width: 20%;">lowest bid received / Tender A bid</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%;">100</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%;">20% (weighted price)</td> </tr> </table>	<b>Weighted Price Score for Tender A</b>	=	lowest bid received / Tender A bid	X	100	X	20% (weighted price)	<b>+</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Weighted content score of Tender A</b></td> <td style="width: 10%; text-align: center;">=</td> <td style="width: 20%;">Mean quality score of Selection Criteria of Tender A (100 pts maximum)</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%;">80% (weighted Quality)</td> </tr> </table>	<b>Weighted content score of Tender A</b>	=	Mean quality score of Selection Criteria of Tender A (100 pts maximum)	X	80% (weighted Quality)
<b>Weighted Price Score for Tender A</b>	=	lowest bid received / Tender A bid	X	100	X	20% (weighted price)								
<b>Weighted content score of Tender A</b>	=	Mean quality score of Selection Criteria of Tender A (100 pts maximum)	X	80% (weighted Quality)										

**Note:** Proposals including additional in-kind labour contributions, by the Operating Agent/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.

**5. Terms and Conditions**

**5.1 Tender Participation**

The Tender is open to legal entities preferably in those countries that are currently participating in ISGAN. The lists of the current ISGAN Contracting Parties and ExCo delegates are available on the web site <https://www.iea-iscan.org/>. The Operating Agent/Secretary forming the Secretariat **can be** provided by the same organisation the ExCo delegate to ISGAN is from.

## 5.2 Valid Period of Bids

Bids must be valid until March 31, 2025.

## 5.3 Disclaimer

This call for tender does not in any way commit or otherwise oblige the ISGAN ExCo or any Participant to ISGAN to proceed with all or any part of this tendering procedure.

## 5.4 Tender Submission

### 5.4.1 **Deadline for Submission of Bids:**

31<sup>st</sup> December 2024, 17:00hrs local time CET

### 5.4.2 **Recipient of Bid:**

- Bids should be delivered via E-mail to Mr. Josef Ayoub, Lead ISGAN OA/Secretary evaluation team at [josef.ayoub@NRCan-RNCan.gc.ca](mailto:josef.ayoub@NRCan-RNCan.gc.ca).
- The subject field should read “ISGAN Tender in Confidence”.
- This e-mail is for tender submission and related correspondence only. A receipt e-mail will be sent on successful submission. A protocol will be set up and signed by two members of the ISGAN OA/Secretary selection team to testify whether the tenders meet the formal requirements or not.

### 5.4.3 **Delivery Method:**

The bid must be delivered electronically in one file as a PDF format. The file name shall start with the name of the bidding company. The bids shall be delivered by email to [josef.ayoub@NRCan-RNCan.gc.ca](mailto:josef.ayoub@NRCan-RNCan.gc.ca).

### 5.4.4 **Format and Language of Bids:**

- Bids must be submitted in **English**, with electronic files in READ ONLY PDF format.
- The content should not exceed 30 pages, excluding any appendices.
- The bid shall include an introductory letter expressing the interest in running the Secretariat, describing the resources and the experience on which this will be based.

The ISGAN ExCo or any duly authorized representative thereof may copy and/or distribute the received tender documents as required for the purposes of this Call for Tender.

## 5.5 Communication with Bidders

The lead of the Evaluation Team reserves the right to engage in any discussions with, or seek clarification on any matter from, any Bidder at any stage. The ExCo reserves the right to short-list Bidders and seek further information from them. In the event of a short-list being compiled by the ExCo or any duly authorized representative thereof, Bidders excluded from the short-list shall be advised thereof as soon as practicable.

## 5.6 Ownership of Tender Documents

All tender documents submitted by Bidders will become the sole property of ISGAN, represented by the ExCo of ISGAN. The ExCo or any duly authorised representative thereof will not disclose any confidential information included in any tender documents, unless this information is already in the public domain, or disclosure is required by law, or agreement is given for its release by the Bidder.

## 5.7 No Contract

- The ISGAN ExCo or any duly authorised representative thereof shall not be bound contractually, or in any other way, to any Bidder to this Call for Tender.
- The ExCo or any duly authorized representative thereof shall not be liable for any costs or compensation in relation with this Call for Tender whether or not the ExCo or any duly authorised representative thereof terminates, varies, or suspends the Call for Tender procedure or takes any other action affecting the Tender procedure.

## 5.8 Execution of Formal Agreement

- Nothing in the Call for Tender or in the bid shall constitute a contract with the ExCo of ISGAN.
- The ExCo or any duly authorised representative thereof reserves the right to amend the final terms and conditions of its agreement with the ISGAN OA/Secretary, if these new provisions are mutually acceptable to all parties.

## 5.9 Tender Bids

### 5.9.1 Preparation of Bids:

Bids are made on the basis that each Bidder acknowledges that:

- The Bidders have examined the Call for Tender
- The Bidders will comply with the requirements of this Call for Tender
- The Bidders recognize that the Call for Tender specifies the rights of the ISGAN ExCo or any duly authorized representative thereof in respect of the tender procedure
- The Bidders have sought and examined all necessary information available by making reasonable inquiries to the ISGAN ExCo or any duly authorised representative thereof
- The Bidders satisfy themselves as to the correctness and sufficiency of their bid
- The Bidders are responsible for all expenses relating to their involvement in the Call for Tender

Should a bidder find any discrepancy, error, or omission in the tender documents, the lead of the Evaluation Team ([josef.ayoub@NRCan-RNCan.gc.ca](mailto:josef.ayoub@NRCan-RNCan.gc.ca)) should be notified in writing thereof, on or before the date and time of closing of this tender.

### 5.9.2 Conflict of Interest:

A Bidder must state in its bid, any circumstances or relationships which constitute or may constitute a conflict or potential conflict of interest in respect to this Call for Tender, or with respect to the resulting OA/Secretariat contract.

### 5.9.3 Confidentiality:

Information forming part of a bid submitted in response to this Call for Tender shall be treated as confidential information to the extent requested explicitly by the Bidder, and thus protected from disclosure as provided for in the Call for Tender.

Bidders should be aware that all tender materials received from a Bidder will be distributed, as needed, to the Evaluation Team, to all Contracting Parties to ISGAN, to the IEA Secretariat, and possibly to any hired consultant duly authorised by the ISGAN ExCo to represent or assist it.

See also section 5.6 in this document.

## 5.10 Assessment of Bids

### 5.10.1 Evaluation and Selection:

- Bidders are advised to provide detailed responses to each element contained in Sections 2 & 4

hereof. Bids will be assessed based on the corresponding eligibility and selection criteria. The ISGAN ExCo is not obligated to accept the lowest-priced proposal.

- The ISGAN ExCo reserves the right to set priorities for the weighting of the assessment criteria and vary those priorities at its absolute discretion.
- For evaluation purposes only, the Evaluation Team and the ISGAN ExCo reserves the right to make a copy of any Bidder's submission or parts thereof available to any consultants or third parties.
- The Evaluation Team, the ISGAN ExCo, or any duly authorised representative thereof, may conduct inspections of the short-listed Bidders' facilities during the Tender evaluation phase, or prior to the appointment of the preferred Bidder or shortlist of bidders.
- Additionally, the Evaluation Team, the ISGAN ExCo, or any duly authorized representative thereof, may interview key personnel of the proposed OA/Secretariat and clients for whom the Bidder has previously carried out work, to assess the similarity of that work to that proposed as the ISGAN OA/Secretary.
- The ISGAN ExCo may accept all, part of a bid, or none of the bids.

#### **5.10.2 Clarification of Bids:**

During evaluation of the bids, the Evaluation Team, the ISGAN ExCo, or any duly authorised representative thereof, reserves the right to seek clarification from and to enter discussions with any or all of the Bidders in relation to their proposals, and may require a bidder to submit additional information to allow further consideration.

#### **5.10.3 Right to conduct Security, Probity and Financial Checks:**

The Evaluation Team, the ISGAN ExCo, or any duly authorised representative thereof, in its absolute discretion, reserves the right to conduct such security, probity, and financial checks, on Bidders for the purpose of evaluating responses to this Call for Tender or at any other stage of the tendering procedure, as it deems necessary.

#### **5.10.4 Probity Obligations:**

If a Bidder is found to have made false or misleading claims or statements, ISGAN ExCo reserves the right to reject at any time any bid lodged by or on behalf of the bidder. Each Bidder and its officers, employees, agents, and consultants must not engage in any collusive tendering, anti-competitive conduct, or other similar conduct affecting the tender procedure.

### **5.11 Acceptance of Bids**

#### **5.11.1 Notification of the Winning Bidder:**

A winning bid will not be deemed to have been accepted until notice in writing is given to the successful Bidder by the ISGAN ExCo Chair.

#### **5.11.2 Disclosure of Information:**

No Bidder shall furnish any information, make any statement or issue any other written or printed materials concerning the acceptance or refusal of any bid for publication in any of the media without the prior written approval of ISGAN ExCo.

#### **5.11.3 Notification to the Unsuccessful Bidders:**

The ISGAN ExCo Chair will notify each unsuccessful Bidder no later than a week after the final decision is taken.

## ATTACHMENT 1

# Work Packages (WPs) of the Operating Agent/Secretary (the “Secretariat”)

### **WP1 - General Programme & Presidium Support**

- Coordinate biweekly Presidium meetings/calls (and/or as needed) and follow-up (to-do's arising from the meetings/calls).
- Cooperate with Co-Secretariat in advancing the ISGAN priorities.
- Provide general support to strategic planning exercises.
- Support the Chair in acquiring new Contracting Parties to ISGAN.
- Support ExCo members in developing inter-TCP collaborations.
- Represent ISGAN in relevant meetings, multilateral organizations, governmental entities, others as needed with approval of Presidium.
- Produce statistics on ISGAN outputs and present those to the Presidium, ExCo, and Working Group Managers.
- Organize meetings as needed with internal and external (other IEA TCPs, MI, European/non-European initiative, industry associations, others).
- Develop and periodically update the slides deck needed to introduce ISGAN (mission, objectives, membership, other) for external use, and a more technical set of slides to showcase the
- most recent activities and achievements of each of the active WGs.
- Management of the approval of QUAP process of ISGAN.
- Support in planning and conducting outreach events with the Presidium and Communications Working Group.
- Communicate with Co-Secretariat regarding ISGAN Awards of Excellence, CEM liaison, and Asia coordination.

### **WP2 - ExCo Meetings Support**

ExCo meetings held **twice per year** under normal conditions are critical to the efficient flow of the ISGAN work. Ensure timely information is disseminated to the delegates and make adequate pre-meeting preparations. Specific services include:

- Assist host country in the planning and organizing of the meeting: develop agenda, invitations, side events (e.g., such as inter-WG meetings and workshops as requested by EG managers and host country, technical tours, meeting venue, name badges, printed material, other.)
- Communicate with ExCo committees and Working Group managers to provide status updates on their respective activities.
- Ensure meeting document packages are uploaded on the members only document sharing portal (SharePoint servers, and/or MS Teams)
- Participate in on-site ExCo meetings in support of the Presidium - coordinate speaker presentations and ensure progress of the agenda.
- Take meeting notes and keep track of ExCo decisions and deliverables - prepare and circulate meeting minutes and decisions & actions items in a timely order (decision and actions at the latest one month after the ExCo meetings).

### **WP3 - Working Groups Support**

- Coordinate with WG managers at least on a quarterly basis to update the information on the ISGAN website dedicated to their WGs.

- Provide ancillary support to WG managers in developing relevant documents of their activities for reports, brochures, and other material.
- Coordinate a monthly inter-WG meeting to address any needs of importance to the WG managers to facilitate the delivery of their mandates. Report feedback to Presidium.
- Keep up-to-date the ISGAN MS Teams document-sharing repository at the WG level.
- Streamline and harmonize work and reporting from Working Groups
- Provide and ensure quality and consistent messaging regarding IEA ISGAN activities.

#### **WP4 - Common Fund Management**

Common fund management involves taking responsibility for the sound financial management of the IEA ISGAN. In particular, the Operating Agent/Secretary is empowered by the clauses in the Implementing Agreement to assume the role of Common Fund Administrator reporting to the Budget Review Group as empowered by the ExCo regarding financial matters. Specific services include but not limited to:

- Manage Contributions of all IEA ISGAN members to the common fund, i.e., yearly invoicing of contracting parties and proactively ensure that the commitments are fulfilled.
- Prepare and sign contracts including support to procurement process with contracting parties, implementing bodies, and other service providers following the most time-effective procurement procedures.
- Make payments to service providers as required and upon approval of the Budget Review Group (BRG).
- Prepare the mid-year and end-of-year financial status reports for Budget Review Group review, and coordinate with BRG Head the presentations to the ExCo.

#### **WP5 - Internal & External Communication & Partnership Outreach**

As ISGAN is a Clean Energy Ministerial (CEM) initiative and works under the frameworks of the IEA, several reporting activities and administrative tasks must be performed. These activities help to ensure consistency within the IEA and CEM and facilitate synergies from the various activities of the IEA and its Technology Collaboration Programs and other CEM initiatives. Basic responsibilities include:

- Maintain MS Teams channel for internal communication, where the relevant internal documents, information, etc. are available to all members.
- Communicate with member organizations such as the Global Smart Energy Federation (GSEF) and partners on ISGAN to enhance outreach.
- Develop basic communication products such as ISGAN brochures, basic information package to new members, templates etc., with support from Communications Working Group.
- Prepare the IEA ISGAN Annual report (a final draft of which should be available by mid-May of the following year), and report(s) to the IEA REWP.
- Coordinate and provide support to the management of internal documentation in the member-only part of the ISGAN website.
- Produce the IEA ISGAN Newsletters (once/year) for free downloadable by the public.
- Communicate and disseminate ISGAN material to other IEA TCPs as needed.
- Implement the communication and outreach strategy, increasing awareness and appreciation of the ISGAN TCP role, activities, and accomplishments.

#### **WP6 - Website and social media**

- Maintain legal obligations and responsibility of the website including property rights.
- Host, enhance, and maintain a user-friendly up-to-date website that meets today's need for rapid information exchange and fast news service (e.g., news highlights, conferences, and events)

pertaining to smart grids).

- Maintain the password-protected section of the website that provides the ExCo delegates with access to restricted information (e.g., information generated by ExCo meetings, WG outputs.)
- Cooperate with Working Group managers, and Co-Secretariat to update WG content, ISGAN Award of Excellence, other.
- Ensure ISGAN publications (annual reports, case studies, brochures, reports, other) are archived and readily retrievable by the public.
- Use ISGAN social media feeds (e.g., LinkedIn, Facebook, Twitter) and interactions to disseminate news and info on ISGAN.
- General support in coordination of press releases and interviews with journalists, any communication action engaging any media (written and digital newspapers, TV) coverage of ISGAN and its activities, newsletter diffusion, media engagement social network policy.

**The Operating Agent/Secretary are asked to provide support to KSGI | KPX ISGAN Asian Co-Secretariat in three targeted activities:**

- CEM communication: as a point of contact for CEM related request from ISGAN, the Asian Co-Secretariat ensures dealing with proper and timely communication with the CEM Secretariat.
- ISGAN Awards of Excellence Planning & Delivery: support as needed to deliver the annual ISGAN Awards of Excellence showcasing excellence in smart grid demonstration projects from around the world.
- Asian Outreach: necessary support as the primary source of contact for the Asia region for ISGAN, reaching out to potential members in the regions to build connections and partnerships.



## ATTACHMENT 2

# International Smart Grid Action Network (ISGAN) Technology Collaboration Programme on Smart Grids (ISGAN TCP) Strategic Work Plan March 2022 – Feb 2027

### Value Proposition:

The **International Smart Grid Action Network (ISGAN)** leverages its dual roles as an International Energy Agency Technology Collaboration Programme (IEA TCP) and Clean Energy Ministerial (CEM) initiative to provide an **international platform and community of experts dedicated to the development and exchange of expertise and competencies on smarter, cleaner, and more flexible electricity networks**. ISGAN provides an important channel for communication of smart energy-related knowledge, trends, lessons learned, and future plans in support of national, regional, and global climate and clean energy objectives.

ISGAN differs from many other TCPs because, rather than address a single energy source or use, ISGAN focuses on electricity networks (grids), which are complex “system of systems” that dynamically balance supply and demand across many “end points” and therefore function as a key facilitator for clean energy integration and use. The **planning and operation of electricity networks must be integrated and optimized with the array of surrounding energy systems to support reliable, secure, efficient, and sustainable operation of the entire energy ecosystem**. ISGAN’s aim continues to be the wider acceptance, demonstration, and deployment of smart grids (broadly defined) as a preferred intervention for the modernization and transition of electricity systems, including the integration of distributed energy resources, deeper engagement and empowerment of energy users, connection with other energy vectors such as hydrogen, smart buildings and smart transport, and, ultimately, the assurance of affordable, resilient, secure, and clean electricity systems worldwide.

ISGAN’s **expert base spans most major advanced and emerging economies** across five continents. It has become an established, trusted partner to a number of smart grid-related activities and events. Through its dual TCP and CEM “hats,” diverse participant base, portfolio of activities, and strategic collaborations, ISGAN supports uptake of high-quality technical, market, and policy information by domain experts, thought leaders, and decision-makers alike, in alignment with IEA mission areas such as *Energy Security, Economic Development, Environmental Awareness, and Engagement Worldwide*.

### Strategic Direction:

For the coming period, ISGAN has identified several intersecting and constantly evolving trends for electricity systems globally: *near-term pandemic recovery, accelerating climate ambition; growing emphasis on a more people-centered energy transition* (including wider energy access, and other benefits and active roles); *systems integration, resilience and flexibility; ubiquitous digitalization* (and the security thereof); and the *electrification of additional energy uses such as transport and building heat to make a zero carbon economy possible*.

These trends’ combined effects are driving fundamental changes in the bedrock assumptions that have undergirded power system development and operation for over a century. [Even the lexicon used to describe

grids and grid actors needs to be further updated to reflect a more flexible and dynamic operational environment with two-way flow of energy and increased attention to energy as a service – a potential area for cooperation among ISGAN, other TCPs, and the IEA Secretariat.] A growing number of countries have pledged to attain net zero emissions economy-wide by midcentury and net zero power sector emissions even sooner. Many developing countries are increasing their efforts to provide reliable, 24/7, greenhouse gas emissions-free electricity service to their people, while at the same time keeping energy services affordable, reducing other sectors' emissions, and rapidly growing their economies. Objectives like these drive a need to implement new technologies and approaches at a pace and scale that would have been unimaginable a couple of decades ago. As a result, power sector decision-makers are *right now* developing, testing, and implementing new strategies, technologies, policies, regulations, standards, business models and institutional arrangements.

For its third term, ISGAN will continue to support and inform these efforts, advancing knowledge development and exchange to provide actionable insights on the development and use of **smart grids** to support a faster global energy transition.

## Work Programme:

ISGAN has a proven track record as a leading forum and trust partner for knowledge development and exchange specifically on smart grids, especially activities that advance or support grid flexibility, resilience, digitalization, and interoperability.

For its next term, ISGAN activities will continue to focus on the enabling environments for deploying smart grid system innovations (including the policy, regulations, markets, and standards that incentivize deployment); collaborative knowledge development; structured knowledge exchange; capacity building and training; assessment methodologies, tool development and validation; technical testing activities and evaluation; synthesis of insights, recommendations, and other energy policy support; amplification of outstanding projects and practices; and dissemination of findings through multiple national and international channels.

To execute its work programme, ISGAN relies on a combination of standing working groups (i.e., the ISGAN Annexes) and ad hoc ExCo-level activities, organized on a predominantly distributed, task-shared basis. During its second term, ISGAN pushed stronger cooperative linkages among its workstreams. Building on this success, ISGAN will explore opportunities to restructure its diverse portfolio of work to further realize synergies, continue to expand opportunities for ISGAN's expert community, and maximize ISGAN's outcomes and impacts in the real economy. Recognizing the speed and urgency needed for the energy transition, ISGAN will seek to align its work more strongly with its Participants' stated climate and clean energy targets and objectives and adapt its activities as governments implement new policies and programmes.

ISGAN activities continue to target, foremost, government agencies and officials, especially those developing or implementing major programs and policies on smart grids, consistent with ISGAN's roles as both an IEA TCP and CEM initiative. Other key audiences include relevant regulatory authorities, national laboratories and research institutes, network operators, other IEA TCPs and CEM workstreams, and major international organizations (e.g. IEA, EtipSnet). Energy users, standards and certification bodies, and project financing authorities are important audiences at activity levels.

ISGAN is one of a growing number of forums pursuing international collaboration on power system transformation issues, creating potential risk for duplication of efforts and cannibalization of resources. ISGAN will continue to build collaborative ties with other relevant forums, aligning and differentiating activities as appropriate, in a mutual effort to attain the real outcomes needed in energy systems. Key examples include the Global Smart Energy Federation, Mission Innovation's Power Mission, Clean Energy

Ministerial's 21<sup>st</sup> Century Power Partnership, IEA's Digital Demand-Driven Energy Networks, and Global Power System Transformation Consortium. ISGAN will also support any efforts by the IEA Secretariat, IEA Committee on Energy Research and Technology, its Working Parties, or other appropriate bodies to map this growing number of international, power system-related collaborative efforts.

### **TCP Modernisation:**

In accordance with the April 2020 IEA Governing Board decision for a new Framework for the Technology Collaboration Programme and subsequent IEA guidance on the implementation of the Framework, ISGAN is presently working with the IEA Office of Legal Counsel to define the amendments needed for ISGAN's underlying Implementing Agreement. ISGAN's intention is to discuss the proposed changes at its October 2021 Executive Committee (ExCo) meeting, targeting Participants' approval by the end of its current term on February 28, 2022. To optimize ISGAN's efficiency and effectiveness, ISGAN may use this opportunity to realign or consolidate several of its Working Groups, presently organized as separate Annexes.

**ATTACHMENT 3**

**INTERNATIONAL ENERGY AGENCY  
TECHNOLOGY COLLABORATION PROGRAMME**

**A CO -OPERATIVE PROGRAMME ON  
SMART GRIDS ACTION NETWORK (ISGAN)  
IMPLEMENTING AGREEMENT**

(As amended on 25 April 2022)

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**INTERNATIONAL ENERGY AGENCY**  
**TECHNOLOGY COLLABORATION PROGRAMME**  
**A CO-OPERATIVE PROGRAMME ON**  
**SMART GRIDS ACTION NETWORK (ISGAN)**  
**IMPLEMENTING AGREEMENT**

(As amended on 25 April 2022)

## PREAMBLE

AGREEMENT by and among the Contracting Parties, Sponsors and Limited Sponsors, known individually and collectively as **Participants** in this Implementing Agreement.

WHEREAS the governments of the countries of International Energy Agency (**IEA**) members agreed in Chapter VII of the Agreement on an International Energy Program, 18 November 1974, as amended, to undertake national programmes in the areas set out in Article 42 of the Agreement on an International Energy Program;

WHEREAS the Governing Board of the IEA on 4 April 2011 approved the establishment of this Implementing Agreement as a special activity under Article 65 of the Agreement on an International Energy Program;

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

WHEREAS the Agency has recognised the establishment of this Implementing Agreement as an important component of international co-operation in the field of energy research and development,

NOW THEREFORE the Participants agree as follows:

### **Article 1 DEFINITIONS**

1.1 *Agency or IEA* shall mean the International Energy Agency.

1.2 *Annex* shall mean an addendum to this Implementing Agreement that is an integral part of this Implementing Agreement and sets out the manner, including the financial undertakings, intellectual property allocation and licensing, and other means of support, by which the activities of a particular Working Group will be implemented by the Working Group Participants.

1.3 *Chair* shall mean the person or entity as selected by the Executive Committee through unanimous vote to coordinate and execute responsibilities of a Chair, as outlined in the Articles of this Implementing Agreement.

1.4 *Common Fund* shall mean a fund established by the Executive Committee or Task Participants to share the costs of implementing this Implementing Agreement, or to share the costs of implementing a particular Task.

1.5 *Contracting Party* shall mean a Contracting Party as described in the IEA Framework, which has signed and has not withdrawn from, this Implementing Agreement.

1.6 *Coordinator* shall mean the role taken on by the International Energy Agency for a specific Working Group or Working Group Task as outlined in Article 4 below.

1.7 *Designated Entity* shall mean a national agency, public organisation, private corporation or other entity designated by the government of a country to participate in this TCP as a Contracting Party, as outlined in Article 10 below.

1.8 *Executive Committee* shall mean the committee established pursuant to Article 7 below.

1.9 *IEA Framework* shall mean the IEA Framework for the Technology Collaboration Programme adopted by the Governing Board on 6 April 2020. The IEA Framework is attached as Exhibit A to this Implementing Agreement and is an integral part thereof.

1.10 *Intellectual Property* shall mean patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

1.11 *Limited Sponsor* shall mean any Limited Sponsor, as described in the IEA Framework, which has joined, and has not withdrawn from, a Task under this Implementing Agreement.

1.12 *Operating Agent* shall mean the Programme Secretariat and any Task Manager that holds a Common Fund on behalf of Task Participants.

1.13 *Participant* shall mean any Contracting Party, Sponsor or Limited Sponsor, as described in the IEA Framework, which has signed or acceded to, and has not withdrawn from, this Implementing Agreement.

1.14 *Programme of Work* shall mean the overall plan of activities to be implemented under this Implementing Agreement.

1.15 *Secretariat* shall mean the legal entity or the individual designated by the Executive Committee to provide assistance to the Executive Committee in the implementation of this Implementing Agreement.

1.16 *Sponsor* shall mean a Sponsor, as described in the IEA Framework, which has signed, and has not withdrawn from, this Implementing Agreement.

1.17 *Task* shall mean any activity or set of activities carried out collaboratively within the scope of this Implementing Agreement and governed by the terms of an Annex.

1.18 *Task Manager* shall mean the legal entity or the individual designated by the Executive Committee to manage the implementation of one or more Tasks.

1.19 *Task Participant* shall mean those Contracting Parties, Sponsors and Limited Sponsors that have confirmed their participation in a particular Task.

1.20 *Technology Collaboration Programme (TCP)* shall mean a Technology Collaboration Programme established under the IEA's Framework for the Technology Collaboration Programme updated most recently in April 2020.

1.21 *Working Group* shall mean activities being carried out by the Participants of this TCP as decided by the Executive Committee, as outlined in Article 3.2 below.

1.22 *Working Group Manager* shall mean the person or entity selected by the Executive Committee to coordinate and execute the activities of a specific Working Group, as outlined in Article 5 below.

1.23 *Working Group Participants* shall mean the TCP Participants that agree to coordinate and execute the tasks of a specific Working Group as outlined under Article 3 below.

## **Article 2 OBJECTIVES**

2.1 The Participants under this Implementing Agreement shall carry out the development and deployment of smarter electric grid technologies, practices, and systems, facilitating a dynamic knowledge sharing, technical assistance, and project coordination, where appropriate.

2.2 *Coordination and cooperation.* The Participants agree to co-ordinate their individual activities and shall endeavour, on the basis of an appropriate sharing of burdens and benefits to cooperate on joint activities in order to achieve these objectives.

2.3 *Coherence with other international activities.* The Participants agree that activities under this Implementing Agreement should be consistent and coherent with activities being pursued by the IEA Secretariat and other TCPs. The Participants further agree that activities under this Implementing Agreement should be coordinated with relevant external initiatives to enhance the reach of their activities and to avoid duplication of efforts.

## **Article 3 METHOD OF IMPLEMENTATION**

3.1 *Programme of Work.* The Participants may periodically agree on a **Programme of Work** outlining the overall plan of activities to be carried out under this Implementing Agreement.

- (a) The Executive Committee shall ensure that activities outlined in any Programme of Work are consistent with the objectives outlined in Article 2.
- (b) The Executive Committee may approve the Programme of Work on a biannual basis by a unanimous vote.
- (c) Activities shall be planned in their entirety by all the Participants in the relevant Working Group to ensure effectiveness, consistency and coherence of these activities with the core objectives.

3.2 *Working Group.* The Participants shall implement this Implementing Agreement by establishing one or more **Working Groups**. A Working Group carries out collaborative activities within the scope of the objectives outlined in Article 2 and any Programme of Work.



- (a) *Working Group Participants.* Each Working Group shall be open to all Participants and must have at least two Contracting Parties at any given time. Each Participant shall confirm its intention to participate in a Working Group by informing the IEA Office of Legal Counsel in the manner requested by the IEA. Those Participants that have confirmed their participation in a specific Working Group are known as **Working Group Participants**. The Executive Committee may choose to make participation in one or more Working Groups mandatory for all Participants, in accordance with Article 7.
- (b) *Working Group selection.* Participants are expected to participate in at least one Working Group. In general, Participants may select which Working Groups they wish to participate in, except that the Executive Committee may decide to make a particular Working Group (or Working Groups) mandatory for all Participants by a unanimous decision.
- (c) *Tasks.* Each Working Group may carry out one or more Tasks within the scope of its work area. The Working Group may specify the scope, duration and objectives of each Task.
- (d) *Annexes.* Each Working Group shall be governed by the terms of an **Annex**, which is an addendum to this Implementing Agreement that is an integral part of this Implementing Agreement and sets out the manner, including the financial undertakings, intellectual property allocation and licensing, and other means of support, by which the activities of the particular Working Group will be implemented by the Working Group Participants.
- (e) *Initiation of Working Group.* The Executive Committee shall establish procedures for Participants to propose and develop new Working Groups, including drafting the Annex-text (Programme of Work). A new Working Group will be formally initiated once the Executive Committee approves the draft Annex by a unanimous vote.
- (f) *Working Group Co-ordination and Co-operation.* The Participants shall co-operate in co-ordinating the work of the various Working Groups and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the various Working Groups with the objective of advancing the research and development activities of all Participants in the field of development and deployment of smarter electric grid technologies, practices, and systems.

3.3 *Annexes.* The following requirements are applicable to Annexes.

- (a) *Contents.* Each Annex shall include a description of the scope of the work for the Working Group, the duration of the Working Group, and any other terms and conditions such as intellectual property allocation and licensing, financial or in-kind support requirements.
- (b) *Amendments.* The Executive Committee may amend an Annex at any time by unanimous vote.
- (c) *Application of Annexes.* Once approved by the Executive Committee, each Annex shall become an integral part of this Implementing Agreement. Each Annex shall be binding only upon the Working Group Participants and the Working Group Manager if not otherwise a Participant under this Implementing Agreement, and shall not affect the rights and obligations of other Participants.
- (d) *Depository of Annexes.* Each Annex and any amendments to an Annex shall be deposited with the IEA Office of Legal Counsel.

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

- (a) The Executive Committee may by unanimous vote authorize the Chair to enter into Memoranda of Understanding or other non-binding instruments on behalf of the Executive Committee to outline expectations for joint activities with external initiatives, including other TCPs.
- (b) Working Group Participants may carry out specific joint activities with external initiatives, including other TCPs, consistent with the Programme of Work and the relevant Annex.
- (c) The Executive Committee may designate the IEA Secretariat to act as Coordinator for a specific Working Group or a specific Working Group Task, in accordance with Article 4.

### **Article 4 COORDINATOR**

4.1 *Invitation to act as Coordinator*. The Executive Committee may invite the IEA Secretariat to act as Coordinator for a Working Group or for a specific Working Group Task.

4.2 *Functions of Coordinator*. The Coordinator would be expected to coordinate, facilitate, and advise the Working Group Participants in jointly implementing the Working Group or Task.

Specific activities would be agreed between Working Group Participants and the Coordinator and may include supporting Working Group Participants in developing the work plan of the Working Group or Task, tracking of progress on activities and outputs, carrying out research and analytical tasks, dissemination of analytical findings and outputs planning and coordinating meetings of Working Group Participants, and other agreed activities.

4.3 *Limitations*. The IEA Secretariat's acceptance to act as Coordinator is subject to terms and conditions necessary to conform to the IEA's governance structures, rules and regulations, and subject to the availability of funds and resources. Acceptance of the invitation does not create any legal obligations on the IEA. The IEA Secretariat shall not be deemed to have accepted the obligations of an Operating Agent. In particular, the IEA Secretariat would not: carry out legal acts on behalf of Participants, receive contributions to a Common Fund held on behalf of Participants, hold legal title to property on behalf of or for the benefit of Participants, nor be liable to indemnify Participants for its activities as Coordinator.

4.4 *Termination of Coordinator Arrangement*.

- (a) The IEA Secretariat may resign the role of Coordinator at any time by giving 90 days' written notice to the Executive Committee.
- (b) The Executive Committee may terminate the Coordinator arrangement upon 90 days' written notice to the IEA Office of Legal Counsel.

### **Article 5 SECRETARIATS AND WORKING GROUP MANAGERS**

5.1 *Secretariats*.

- (a) *Designation.* The Executive Committee may designate one or more **Secretariats** to perform functions on behalf of the Executive Committee in the implementation of this Implementing Agreement.
- (b) *Role.* The Secretariats shall assist the Executive Committee and the Chair in carrying out their responsibilities in accordance with this Implementing Agreement, its Annexes, any specifications and conditions approved by the Executive Committee, and applicable laws. This may include organising meetings, drafting and distributing agendas, minutes and other documents, assisting in the overall co-ordination of the work in the different Working Groups, and undertaking other activities as may be required by the Executive Committee.
- (c) *Reimbursement of costs.* The Executive Committee may provide that expenses and costs incurred by a Secretariat in carrying out its designated functions under this Implementing Agreement shall be reimbursed to the Secretariat from funds made available by the Participants or pursuant to Article 8 of this Implementing Agreement and subject to any financial rules established by the Executive Committee under Article 8.7.
- (d) *Resignation.* The Secretariat shall have the right to resign at any time by giving six months' written notice to that effect to the Executive Committee.

## 5.2 *Working Group Managers and Task Leads.*

- (a) *Designation.* Upon the recommendation of Working Group Participants, the Executive Committee may designate one or more **Working Group Managers** to perform functions on behalf of the Working Group Participants in the implementation of a Working Group. The Executive Committee may designate one or more **Task Leads** to perform functions on behalf of Working Group Participants in the implementation of a Task.
- (b) *Role.* The Working Group Manager and any Task Leads shall assist the Working Group Participants in executing the activities of the Working Group or a Task in accordance with this Implementing Agreement, its Annexes, any specifications and conditions approved by the Executive Committee or Working Group Participants, and any applicable laws.
- (c) *Reimbursement of costs.* The expenses and costs incurred by a Working Group Manager and Task Lead in carrying out its designated functions shall, in general, be provided in kind by one or more Working Group Participants. However, the Executive Committee may provide that such expenses and costs may be reimbursed to the Working Group Manager and Task Lead from common funds as provided in Article 8 and subject to any financial rules established by the Executive Committee under Article 8.7.
- (d) *Resignation.* A Working Group Manager or Task Lead shall have the right to resign at any time by giving 90 days' notice to that effect to the Executive Committee.

## 5.3 *Legal authority.* The Executive Committee may authorise a Secretariat or a Working Group Manager to perform legal acts in accordance with instructions from members, e.g. managing a Common Fund on behalf of Participants pursuant to Article 8.2 of this Implementing Agreement. Any Secretariat or Working Group Manager that takes on such authority shall be deemed an **Operating Agent** for the purposes of this Implementing Agreement.

- 5.4 *Information and reports.* Secretariats and Working Group Managers shall provide to the Executive Committee any information concerning the implementation of this Implementing Agreement or a Working Group that is requested by the Executive Committee.
- 5.5 *Procedures for designation and replacement of Secretariats and Working Group Managers.* The Executive Committee shall establish procedures for selection, consideration and replacement of Secretariats and Working Group Managers. If a designated Secretariat or Working Group Manager is not a Participant in this Implementing Agreement, the Secretariat or Working Group Manager shall accept its specific functions and responsibilities under this Implementing Agreement by providing a **Notice of Acceptance** to the IEA Office of Legal Counsel.

## **Article 6 RESPONSIBILITY OF OPERATING AGENT**

- 6.1 *Operating Agents.* This Article shall apply to any Secretariat or Working Group Manager that is authorised to perform legal acts on behalf of Participants pursuant to Article 5.3. For the purposes of this Article and Article 8, the term, Operating Agent, shall include any such Secretariat or Working Group Manager.
- 6.2 *Scope of Authority.* In addition to the roles described above, each Operating Agent shall:
- (a) perform, in accordance with instructions from of the Participants or the Working Group Participants, any legal acts necessary to carry out its designated functions under this Implementing Agreement; and
  - (b) hold, for the benefit of the Participants or Working Group Participants, the legal title to all property rights that may accrue to or be acquired by the Operating Agent in carrying out its designated functions under this Implementing Agreement.
- 6.3 *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out activities under the Implementing Agreement or the Working Group in accordance with procedures determined by the Executive Committee. An Operating Agent may also, as required, utilise the services of personnel employed by Participants or other Working Group Participants and make available to the Operating Agent by secondment or otherwise. Staff members retained or used by the Operating Agent shall be remunerated by their respective employers and shall, except as provided in this Article, be subject to their employers' conditions of service.
- 6.4 *Financial procedures in event of change of Operating Agent.*
- (a) *Accounting.* An Operating Agent shall provide the Executive Committee with an annual accounting of any monies and other assets which it may have collected or acquired for the implementation of this Implementing Agreement or a Working Group in the course of carrying out its responsibilities as Operating Agent. Should the Operating Agent be replaced or resign, it shall provide the Executive Committee, no later than thirty (30) days after it ceases its Operating Agent functions, with an account of any monies and other assets it may have acquired or collected in carrying out its designated functions for the current fiscal year through to its end date.
  - (b) *Transfer of Materials, Rights and Assets.* Once a replacement Operating Agent is designated, the outgoing Operating Agent shall transfer to the replacement Operating Agent any property rights, money and other assets, which it may hold on behalf of the Participants or Working Group Participants.

- (c) *Information and Reports.* An Operating Agent shall furnish to the Executive Committee such information concerning the implementation of this Implementing Agreement or a Working Group as the Executive Committee may request and shall each year submit, not later than two months (2) after the end of the financial year, a report on the status of the implementation of this Implementing Agreement or the Annex.

#### 6.5 *Liability and insurance.*

- (a) *Liability of Operating Agent.* Each Operating Agent shall use all reasonable skill and care in carrying out its duties under this Implementing Agreement and shall be responsible for ensuring that its functions are conducted in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property, legal liabilities, claims, actions, costs and expenses arising from or connected to an Operating Agent's functions under this Implementing Agreement shall be charged to the budget of this Implementing Agreement or the relevant Working Group, as appropriate.
- (b) *Insurance.* Each Operating Agent shall obtain sufficient insurance covering its activities under this Implementing Agreement, and shall report to the Executive Committee regarding the insurance it has obtained. The cost of obtaining and maintaining insurance may be reimbursed pursuant to Article 8.7.
- (c) *Responsibility of Operating Agent.* The Operating Agent shall be liable, in accordance with the laws of the country in which the Operating Agent resides or is registered, to indemnify Participants or Working Group Participants, as appropriate, against the cost of any damage to property and against all legal liabilities, actions, claims, costs and expenses arising from or connected to this Implementing Agreement or a Working Group to the extent that they:
- (i) result from the failure of the Operating Agent to maintain any insurance it is required to maintain under this Article; or
  - (ii) result from the gross negligence or wilful misconduct of the Operating Agent or any of its employees or officers carrying out its duties under this Implementing Agreement.

## **Article 7 THE EXECUTIVE COMMITTEE**

7.1 *Supervisory Control.* All decision-making authority and supervisory control over all activities conducted under this Implementing Agreement shall be vested in the **Executive Committee**.

7.2 *Membership.* The Executive Committee shall consist of one representative designated by and representing each Contracting Party and Sponsor. Unless otherwise decided by the Executive Committee, each Contracting Party and Sponsor may designate one alternate representative to represent it if the representative is unable to do so. Each Contracting Party and Sponsor shall inform the IEA Secretariat, the Chair, the Secretariat and the Operating Agent in writing of all designations.

#### 7.3 *Responsibilities.* The Executive Committee shall:

- (a) Adopt for each year, acting by unanimous vote, the Programme of Work and budget of ISGAN and, if foreseen, for each Working Group, together with an indicative Programme of Work and

budget for the following two years; the Executive Committee may, as required, make adjustments to the Programme of Work and budget;

- (b) Make such rules and regulations as may be required for the sound management of the Implementing Agreement and the Working Groups, by adopting procedural and financial rules;
- (c) Oversee the implementation of Working Groups including approval of the text of the Annex for each Working Group and any amendments to an existing Annex;
- (d) Establish Tasks within Working Groups to organise Working Group activities.
- (e) Consider any matters submitted to it by an Operating Agent, Contracting Party or a Sponsor; and
- (f) Carry out the other functions conferred upon it by this Implementing Agreement.

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

- (a) The Executive Committee shall by majority vote, elect a Chair and one or more Vice-Chairs at least every two (2) years. Only representatives of Contracting Parties shall be eligible to hold the position of Chair or Vice-Chair of the Executive Committee;
- (b) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Operating Agent (in its capacity as such) and one representative of the IEA shall be invited to and may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;
- (c) The Executive Committee shall meet in regular session twice a year; a special meeting may be convened by the Chair upon the request of any Contracting Party or Sponsor that can demonstrate such a need;
- (d) For each meeting the Executive Committee shall designate a time, location and format—which may include in-person or electronic format;
- (e) At least twenty-eight (28) days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be communicated to each representative and to any other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting; and
- (f) The quorum for the transaction of business in meetings of the Executive Committee shall be a majority of the Contracting Parties and Sponsors. The quorum for resolutions or decisions of the Executive Committee relating to a Working Group shall be a majority of the Contracting Parties and Sponsors that participate in that Working Group.

7.5 *Voting:*

- (a) *Unanimous vote.* Unless a specific voting rule is otherwise specified in this Implementing Agreement, when this Implementing Agreement expressly requires a unanimous vote for a

particular decision or recommendation, the Executive Committee shall act by agreement of the representatives that are present and voting from each Contracting Party and each Sponsor who has the right to vote.

- (b) *Majority vote.* When this Implementing Agreement calls for a majority vote or when it makes no express voting provision for a particular decision or recommendation, the Executive Committee shall act by agreement of a majority of those representatives that are present and voting from Contracting Parties and each Sponsor who has the right to vote.
- (c) *Decisions concerning Working Group.* When the Executive Committee adopts a decision or recommendation, concerning a particular Working Group that the Executive Committee has previously approved, only representatives of Working Group Participants are entitled to vote.
- (d) *Proxy Voting.* If a Contracting Party or Sponsor's primary or alternate representatives are unable to attend an Executive Committee meeting, the representative may grant a proxy to another Executive Committee representative, or may communicate to the Chair by mail, fax, e-mail or other electronic transmission in writing, no later than five (5) business days prior to the date of the meeting, his/her vote on any decision or recommendation on which he/she is entitled to vote.
- (e) *Written procedure.*
  - (i) Any decision or recommendation of the Executive Committee may, upon the reasonable request of any Executive Committee representative, be made by written procedure by mail, e-mail, fax or other means of electronic transmission without the necessity for calling a meeting.
  - (ii) The Chair shall ensure that all Executive Committee representatives (i) receive the necessary documentation in relation to each decision or recommendation, and (ii) be given twenty-one (21) calendar days to vote from the date of delivery of the written procedure documentation, or any other period as may be determined by the Chair. The Executive Committee shall act by unanimous vote for all decisions and recommendations made by written procedure.
  - (iii) Unless otherwise specified in the message beginning a written procedure, a lack of response by an Executive Committee representative will be deemed to be an affirmative vote.
  - (iv) The Chair shall ensure that all representatives are informed of the outcome of each written procedure promptly following the deadline for voting.
- (f) *Effect of abstention.* The failure of any representative, or alternate representative in the absence of the representative, to vote at a meeting, in person or by proxy shall be considered an abstention and such abstention shall not block an otherwise unanimous or majority vote.
- (g) *Multiple Contracting Parties.* If a government has designated more than one Contracting Party to this Implementing Agreement, those Contracting Parties together shall be counted only once for the purposes of calculating quorum and may cast only one vote.

- (h) *Primary and alternate representatives.* Each Contracting Party, and each Sponsor granted voting rights, is entitled to only one vote. If both primary and alternate representatives are present, only the vote of the primary representative shall be counted.
- (i) *Definition of majority.* For the purposes of this Article, a majority shall mean one-half plus one (rounded down to the nearest whole number) of those present and entitled to vote.
- 7.6 *Limited Sponsors.* Limited Sponsors are not entitled to appoint a representative to the Executive Committee and may not vote on decisions or recommendations of the Executive Committee.
- 7.7 *Reports.* The Executive Committee shall provide the IEA with the reports and information indicated in Article 8 of the Framework.

### **Article 8 FINANCE**

8.1 *Individual Financial Obligations.* Unless otherwise agreed by the Participants by unanimous vote, each Participant shall bear its own costs in carrying out the activities under this Implementing Agreement and any Working Groups, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other *per diem* expenses,

unless provision is made for such costs to be reimbursed from the Common Fund in accordance with Article 8.7.

8.2 *Common Financial Obligations.* If the Executive Committee wishes to share the costs of implementing this Implementing Agreement, it shall agree to establish a **Common Fund** by unanimous decision. If Participants in a particular Working Group wish to share the costs of implementing specific Working Group activities, the Working Group Participants may establish a Working Group Common Fund by specifying its terms 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 materials) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.

8.3 *In-Kind Contributions in Lieu of Funds.* Each year, the Executive Committee, acting by unanimous vote, may approve, on a case-by-case basis, the in-kind contribution by a Participant in lieu of part or all of the Participant's contribution to the Common Fund for that year. A Participant proposing to substitute an in-kind contribution or the assumption of specific costs for part or all of its annual contribution for a specific financial year shall provide the Executive Committee with a detailed description of the proposed in-kind contribution, which must be in addition to any task-shared contribution that would normally be made under an Annex. Proposals for such substitutions must be made each financial year; a Participant wishing to make such substitutions for more than one financial year must, each financial year, submit a separate proposal to the Executive Committee for the upcoming financial year.

8.4 *Contribution to a Common Fund.* Should Participants agree to establish a Common Fund under the Annual Programme of Work and budget of ISGAN or for sharing the costs of implementing specific Working Group activities, any financial contributions due from the Participants contributing to such Common Fund shall be paid to the appropriate Operating Agent in the currency of the country of that Operating Agent at such times and upon such other conditions as the Executive Committee, acting by unanimous vote, shall determine; provided, however, that:



- (a) contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and budget of ISGAN or the Working Group activities; and
  - (b) the Operating Agent shall 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.
- 8.5 *Income.* Any income which accrues from the operation of this Implementing Agreement shall be credited to the budget of this Implementing Agreement.
- 8.6 *Changes in Number of Participants of the Implementing Agreement.* When new Participants join the Implementing Agreement, the Executive Committee, acting by unanimous vote, shall decide the specific scale of contributions for the new Participants (if any) and the shares of contributions for the existing Participants may be adjusted accordingly.
- 8.7 *Financial Rules, Expenditure.* The Executive Committee, acting by unanimous vote, may make such regulations as are required for the sound financial management of the activities under this Implementing Agreement including, where necessary, establishment of:
- (a) budgetary and procurement procedures to be used by the Operating Agent in making payments from a Common Fund which may be established by Participants or in making contracts on behalf of the Participants; and
  - (b) minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process; and treatment of any residual funds or deficits.
- 8.8 *Accounting.* The system of accounts employed by the Operating Agent shall be in accordance with generally accepted accounting principles in the country of the Operating Agent and consistently applied.
- 8.9 *Report.* Not later than two (2) months after the close of each financial year, the Operating Agent shall provide the Executive Committee with a detailed accounting of expenditures for the previous financial year.
- 8.10 *Taxes.* The Operating Agent shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with this Implementing Agreement or Working Group activities.
- 8.11 *Audit.* Each Contracting Party and Sponsor shall have the right, at its sole cost, to audit the accounts of any work under this Implementing Agreement, or an Annex in which it participates, for which a Common Fund is maintained on the following terms:
- (a) the Operating Agent shall provide the other Participants with an opportunity to participate in such audits on a cost-shared basis;
  - (b) accounts and records relating to activities of the Operating Agent other than those conducted for the purpose of implementing this Implementing Agreement or the Annex shall be excluded from such audit, but if the Participant concerned requires verification of charges

to the budget representing services rendered for ISGAN or any Annex 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; and not more than one such audit shall be required in any financial year.

8.12 *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 9 INFORMATION AND INTELLECTUAL PROPERTY**

9.1 *Information and Intellectual Property*. The Executive Committee shall establish, by unanimous vote, the necessary provisions and procedure relating to the use of proprietary information and allocation and licensing of intellectual property, including the right to publish information, the licensing of inventions and the copyright of material other than the material referred to in Article 9.2 within each Annex, as described under Article 3.

9.2 *OECD/IEA Copyrights*. The Participants understand and agree that the OECD/IEA shall retain OECD/IEA copyright to all background OECD/IEA work, deliverables, materials or publications shared with the Participants by the IEA in connection to this Implementing Agreement and that the IEA grants the Participants a license to use such work, materials or publications for purposes connected with this Implementing Agreement. Should the Participants wish to use any such deliverables, materials or joint material or joint publications, for other purposes not connected with this Implementing Agreement, they shall seek the prior written approval of the IEA Secretariat, and attribute the IEA as the source of the material in accordance with the IEA's terms and conditions.

9.3 *Joint intellectual property*. The IEA and the Participants or Operating Agent, as appropriate, agree to negotiate, in good faith, a separate written agreement prior to carrying out collaborative or joint activities that may result in the creation of intellectual property. Such separate written agreement will set out intellectual property provisions that take into consideration the nature of the activity and financial or intellectual contributions.

9.4 *IEA name, acronym and logo*. The Participants understand and agree that the name, acronym and logo of the IEA have been communicated under Article 6ter(3)(b) of the Paris Convention for the Protection of Industrial Property as amended on 28 September 1979. None of the Participants, the Operating Agents, nor their agents, representatives and assigns may use the IEA name, acronym or logo without the IEA's prior written approval.

## **Article 10 ADMISSION, PARTICIPATION AND WITHDRAWAL OF PARTICIPANTS**

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

10.2 *Contracting Parties:*

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

### 10.3 *Sponsors:*

- (a) The Executive Committee may, acting by unanimous vote, invite an entity that is not a Designated Entity under this Implementing Agreement or a non-intergovernmental international entity to join this Implementing Agreement as a Sponsor as described in Article 2.5 of the Framework.
- (b) Participation of Sponsors in this Implementing Agreement requires prior approval by the Committee on Energy Research and Technology.
- (c) The Executive Committee shall establish the terms and conditions for the admission, participation and withdrawal of Sponsors in this Implementing Agreement, including their rights and obligations, provided that no Sponsor will be accorded greater rights than those permitted to Sponsors as set out in the Framework.
- (d) A Sponsor's participation shall become effective on the date of its signature to this Implementing Agreement. The Signature Page shall be deposited with the IEA Office of Legal Counsel.

### 10.4 *Limited Sponsors:*

- (a) The Executive Committee may, acting by unanimous vote, invite an entity of an IEA Member, Accession, or Association country that is not a Designated Entity to join a Working Group

under this Implementing Agreement as a Limited Sponsor as described under Article 2.6 of the Framework.

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

10.5 *Admission of New Participants in Working Groups.* Any Participant in this Implementing Agreement may, with the agreement of the Participants in a Working Group, acting by unanimous vote, become a Participant in that Working Group. Such participation shall become effective as of the date of a Notice of Participation in the appropriate Annex sent by the Participant to the IEA Office of Legal Counsel.

10.6 *Contributions.* The Executive Committee may require, as a condition to admission to participation in this Implementing Agreement, that the new Participant shall contribute (in the form of cash, services rendered, in-kind, intellectual property or the supply of materials) an appropriate proportion of the prior budget expenditure of any Annex in which it participates.

10.7 *Withdrawal:*

- (a) Any Contracting Party or Sponsor may withdraw from this Implementing Agreement according to the following process:
  - (i) The Participant shall submit a **Notice of Withdrawal** to the IEA Office of Legal Counsel, providing 12 months' notice of its withdrawal.
  - (ii) The Participant may, if desired, request permission from the Executive Committee to withdraw at a time prior to the effective date specified in the Notice of Withdrawal.
  - (iii) The Executive Committee should consider the request for early withdrawal at its next meeting or by written procedure. Approval requires a unanimous vote of the Executive Committee.

- (iv) If approved, the Chair should inform the IEA Office of Legal Counsel of the effective date of the Participant's withdrawal.
- (b) The withdrawal of a Participant under this Article shall not affect the rights and obligations of the other Participants except that, where the other Participants have contributed to one or more Common Funds, their proportionate shares in the budget may be adjusted to take account of such withdrawal.
- (c) A Participant that has given a Notice of Withdrawal, or that has requested the Executive Committee to approve its withdrawal at an earlier date, shall maintain all its rights and obligations, including of financial nature, until the effective date of the withdrawal.
- (d) Participants may withdraw from a specific Working Group by informing the IEA Office of Legal Counsel according to procedures stipulated by the Executive Committee. If a Limited Sponsor withdraws from the Working Group it is participating in according to this procedure, it shall also be deemed as having withdrawn from the Implementing Agreement.

10.8 *Change of Status of Participant.* A Participant other than a government, the European Commission or an International Organisation shall immediately notify the Executive Committee and the IEA Office of Legal Counsel of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Participant significantly affects the interests of the other Participants. If the Executive Committee determines it does, then:

- (a) that Participant shall be deemed to have withdrawn from this Implementing Agreement under Article 10.7 on a date to be fixed by the Executive Committee; and
- (b) where the Participant is a Designated Entity, the Executive Committee shall invite the government to designate, within a period of three (3) months of the withdrawal, a replacement Designated Entity.

10.9 *Failure to Fulfil Contractual Obligations.* Should any Participant fail to fulfil its obligations under this Implementing Agreement, the Executive Committee shall give that Participant written notice, specifying the failure and invoking this Article. If, sixty (60) calendar days after receipt of such notice, the Participant remains in default of its obligations, the Executive Committee (not including the Participant said to be in default), acting by unanimous vote, may deem the Participant to have withdrawn from this Implementing Agreement, or deem the Participant as inactive in accordance with Article 10.10 below. The Chair shall notify the Participant in writing of such a decision.

10.10 *Inactive Participants:*

- (a) a Participant may be designated as Inactive either (i) upon a decision of the Executive Committee following a request by the Participant or (ii) pursuant to the decision of the Executive Committee in accordance with Article 10.9;
- (b) the Executive Committee may decide at any time to end a Participant's inactive status upon request of the Participant;
- (c) Inactive Participants may attend meetings of the Executive Committee as an observer but may not join Working Groups or participate in Working Group activities.

## Article 11 TERM AND TERMINATION OF THE AGREEMENT

11.1 *Initial Term of Implementing Agreement.* This Implementing Agreement shall enter into force upon signature by at least two Contracting Parties from IEA Member countries and shall remain in force for an initial period of five years.

11.2 *Extension.* This Implementing Agreement may be extended for additional periods of up to five years, as may be determined by the Executive Committee upon unanimous vote and upon approval by the CERT. Any single *extension* period shall not be greater than 5 (five) years unless the CERT otherwise decides, based on exceptional circumstances and sufficient justification.

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

11.4 *Expiry or Termination of the Implementing Agreement.* The Executive Committee may, at least six months before the definitive expiry or announced termination of this Implementing Agreement, establish a Special Working Group composed of representatives of all the Participants to propose appropriate measures with respect to material, intellectual property rights and information generated under this Implementing Agreement and any Annex(es).

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

11.6 *Distribution Principles.* Upon termination of a Working Group, the Executive Committee shall, so far as practicable, distribute the assets of the Working Group, or the proceeds of the Working Group, if any, among the Working Group Participants in proportion to their respective contributions from the date of their first participation in the Working Group. Upon expiry or termination of this Implementing Agreement, any unused monies in a Common Fund and/or any outstanding expenditures shall be allocated to the Participants in proportion to their respective contributions to the Common Fund since the date on which the participation of each Participant began over the course of the Implementing Agreement.

## Article 12 GENERAL PROVISIONS

12.1 *Accomplishment of Formalities.* Each Participant shall 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 shall be required to conduct the activities under this Implementing Agreement.

12.2 *Applicable Laws.* In implementing this Implementing Agreement, each Participant shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to that Participant.

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

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

12.5 *Arbitration.* Should the Participants in dispute fail to agree upon the choice of the arbitrator, within thirty (30) calendar days of notice of arbitration, the President of the Permanent Court of Arbitration in The Hague shall, by mutual written agreement of the Participants concerned, exercise that responsibility. The arbitrator shall decide any such dispute by reference to the

terms of this Implementing Agreement and any applicable laws and regulations, and his decision on a question of fact shall be final and binding. An Operating Agent which is not a Participant shall be regarded as a Participant for the purpose of this Article, where the Operating Agent is a party to the dispute.

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

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

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

## EXHIBIT A

# INTERNATIONAL ENERGY AGENCY

## FRAMEWORK FOR THE TECHNOLOGY COLLABORATION PROGRAMME

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

### Article 1

#### Mandate

1.1 In fulfilment of Chapter VII of the Agreement on an International Energy Program and in light of the Shared Goals of the IEA, IEA Member countries may carry out joint and coordinated activities in the field of energy technology as described in this Framework. These activities are organised topically through a set of discrete collaborations, each of which is authorised by the IEA Governing Board as a Special Activity under Article 65 of the Agreement on an International Energy Program. These collaborations are known collectively as the **Technology Collaboration Programme** and individually as **collaborations** or **TCPs**.

1.2 The activities of each collaboration may include:

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

1.3 Individual collaborations are always open to participation by IEA Members, IEA Accession and Association countries, and the European Commission. Other countries, international organisations, and other entities may also participate as described in this Framework.

1.4 Each collaboration shall have an **Executive Committee** responsible for overseeing the activities carried out through the collaboration.



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

## **Article 2**

### **Participants**

2.1 There are three possible categories of participants in the Technology Collaboration Programmes: **Contracting Parties, Sponsors, and Limited Sponsors.**

2.2 All participants are expected to contribute as fully as possible to the achievement of the agreed objectives and endeavour to secure, through public and private support, necessary scientific, technical and financial resources for the programmes and projects carried out by the collaboration.

2.3 The Executive Committee shall determine the specific terms and conditions for the admission, participation and withdrawal of Contracting Parties, Sponsors, and Limited Sponsors, including their rights and obligations, subject to the terms of this Article.

2.4 Contracting Parties may be

- (a) the government of a country;
- (b) the European Commission<sup>2</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:

- (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

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<sup>2</sup> Either on its own behalf or on behalf of the European Union.

- (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 ViceChair.
- 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.

## ATTACHMENT 4

### Notice of Acceptance of Appointment Template

(On Company LETTERHEAD)

[Please submit an electronic copy of this document to [TCP.legal@iea.org](mailto:TCP.legal@iea.org).]

[Please do not send the paper copy.]

[Date]

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

**Subject: Notice of Acceptance of Appointment as [Operating Agent/Secretariat]**

Dear Dr. Birol,

I, [Full name of organization or individual], hereby accept the appointment as [Secretary] of the Technology Collaboration Programme on Smart Grids – International Smart Grids Action Network (ISGAN) and agree to carry out the obligations and functions of the [Secretariat / Operating Agent] set out in the text of the Implementing Agreement For A Co-Operative Programme On Smart Grids (ISGAN).

As agreed by the Executive Committee of ISGAN, the appointment will be subject to the terms and conditions contained in the attached letter from Luciano Martini, Chair of the ISGAN Executive Committee, dated [date], including any attachments.

Sincerely,

[Name]

[Title]

[Full contact details]

cc. [ExCo Chair and Vice Chairs]