

ARCHIVES HISTORIQUES DE LA COMMISSION

COLLECTION RELIEE DES
DOCUMENTS "COM"

COM (84) 720

Vol. 1984/0260

Disclaimer

Conformément au règlement (CEE, Euratom) n° 354/83 du Conseil du 1er février 1983 concernant l'ouverture au public des archives historiques de la Communauté économique européenne et de la Communauté européenne de l'énergie atomique (JO L 43 du 15.2.1983, p. 1), tel que modifié par le règlement (CE, Euratom) n° 1700/2003 du 22 septembre 2003 (JO L 243 du 27.9.2003, p. 1), ce dossier est ouvert au public. Le cas échéant, les documents classifiés présents dans ce dossier ont été déclassifiés conformément à l'article 5 dudit règlement.

In accordance with Council Regulation (EEC, Euratom) No 354/83 of 1 February 1983 concerning the opening to the public of the historical archives of the European Economic Community and the European Atomic Energy Community (OJ L 43, 15.2.1983, p. 1), as amended by Regulation (EC, Euratom) No 1700/2003 of 22 September 2003 (OJ L 243, 27.9.2003, p. 1), this file is open to the public. Where necessary, classified documents in this file have been declassified in conformity with Article 5 of the aforementioned regulation.

In Übereinstimmung mit der Verordnung (EWG, Euratom) Nr. 354/83 des Rates vom 1. Februar 1983 über die Freigabe der historischen Archive der Europäischen Wirtschaftsgemeinschaft und der Europäischen Atomgemeinschaft (ABl. L 43 vom 15.2.1983, S. 1), geändert durch die Verordnung (EG, Euratom) Nr. 1700/2003 vom 22. September 2003 (ABl. L 243 vom 27.9.2003, S. 1), ist diese Datei der Öffentlichkeit zugänglich. Soweit erforderlich, wurden die Verschlussachen in dieser Datei in Übereinstimmung mit Artikel 5 der genannten Verordnung freigegeben.

COMMISSIONE DELLE COMUNITÀ EUROPEE

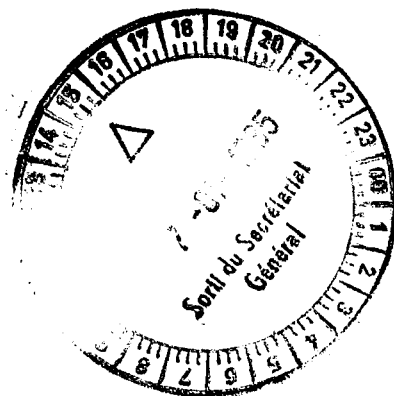
COM(84) 720 def.

Bruxelles, 14 dicembre 1984

Agenzia Internazionale dell'Energia

Accordo di esecuzione di un programma di R&S per la
conservazione dell'energia negli edifici
e nei sistemi collettivi

(comunicazione della Commissione al Consiglio)



Com 720

COMUNICAZIONE DELLA COMMISSIONE AL CONSIGLIO

1. Nei giorni 24 giugno e 6 luglio 1976, la Comunità europea per l'energia atomica (Euratom) e la Comunità economica europea hanno concluso con l'Agenzia internazionale per l'Energia (AIE) un accordo sotto forma di scambio di lettere, relativo alla cooperazione nel settore della ricerca e dello sviluppo energetici.

Conformemente a detto scambio di lettere, le Comunità europee hanno dichiarato di voler negoziare, caso per caso, la loro partecipazione soltanto a quegli "accordi di attuazione" elaborati nell'ambito dell'AIE, tali da contribuire al conseguimento degli obiettivi di ricerca e di sviluppo della Comunità. L'AIE ha preso atto di questo intento e confermato che detta partecipazione è aperta alle Comunità europee.

2. A norma di questo scambio di lettere sono stati conclusi dieci accordi di attuazione che delimitano un contesto "globale" inteso a disciplinare lo svolgimento dei vari compiti di ricerca e di sviluppo descritti negli allegati a ciascun accordo suddetto.
3. Nel 1977 è stato concluso un accordo di attuazione per un programma di ricerca e sviluppo sulla conservazione dell'energia negli edifici e nei locali pubblici. La Commissione a tutt'oggi non ha firmato.
4. Il comitato esecutivo che gestisce la ricerca nell'ambito del predetto accordo ha definito ulteriori compiti in materia, riunendoli nel cosiddetto allegato XI ai documenti annessi. L'allegato si riferisce allo sviluppo di mezzi, metodi e strategie con un adeguato rapporto efficienza/prezzo per il controllo dell'energia negli edifici. Il programma R & S dell'allegato suddetto è articolato in due elementi :

Elemento A : Metodi e strumenti di raccolta dei dati per il controllo dell'energia :

- a) Messa a punto di metodi e strumenti per la raccolta dei dati;
 - b) stesura, valutazione e divulgazione delle informazioni di base riguardanti vecchi e nuovi metodi, mezzi e strumenti per la raccolta dei dati.
5. L'attuale programma di ricerca per le fonti di energia non nucleare del CCR comprende "la gestione dell'energia negli edifici". In quest'ambito, la Commissione intende partecipare al programma di ricerca e sviluppo dell'allegato XI e, a tal fine, aderire all'accordo di attuazione.

Elemento B : Definizione di opportuni sistemi di risparmio energetico negli edifici antichi :

- c) Messa a punto di metodi per la valutazione del consumo energetico e di strategie intese al miglioramento dello stesso;
- d) Elaborazione e applicazione di cifre ottimali per il consumo energetico nei vari tipi di edifici;
- e) Messa a punto di metodi atti a valutare l'efficacia dei sistemi di risparmio energetico negli edifici antichi.

6. La definizione di questi elementi A) e B) presuppone un coordinamento ed una pianificazione, per cui la Commissione ha deciso di agire in veste informale come partecipante principale all'elemento B), prima che sia formalmente approvata la sua adesione all'accordo di attuazione.

7. L'articolo I, lettera a) dell'accordo di attuazione stabilisce che i partecipanti si scambino i dati relativi all'esito delle ricerche svolte.

I dati pervenuti alla Comunità devono essere diramati a tutti gli Stati membri.

L'articolo 8 dell'allegato XI disciplina l'informazione e la proprietà intellettuale.

8. Poiché il programma dell'allegato XI prevede una ripartizione dei compiti, la partecipazione della Commissione non presuppone alcuna implicazione finanziaria. Ciascun partecipante contribuirà mettendo a disposizione personale per almeno 20 mesi; la Commissione, in quanto partecipante principale contribuirà con 30 mesi/uomo. L'apporto della Commissione non presuppone personale supplementare e potrà essere effettuato nell'ambito del normale onere di lavoro presso il centro comune di ricerca di Ispra.

9. Il sottocomitato per l'energia del CREST ha espresso un parere favorevole in merito.

10. Prima di aderire all'accordo di attuazione e di partecipare formalmente al programma dell'allegato XI, la Commissione informa il Consiglio della sua intenzione in tal senso, come nei casi precedenti.

Document transmis par
la D.G. ENERGIE
Div. XVII/A/1

DG XII	n° 7476
Attrib. M. M. Schuster / Am. org. / T. C. H. V. G.	
14-4-1977	

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A PROGRAMME OF RESEARCH
AND DEVELOPMENT
ON ENERGY CONSERVATION IN BUILDINGS
AND COMMUNITY SYSTEMS

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A PROGRAMME OF RESEARCH
AND DEVELOPMENT
ON ENERGY CONSERVATION IN BUILDINGS
AND COMMUNITY SYSTEMS

TABLE OF CONTENTS

PREAMBLE	5
<i>Article 1</i>	
OBJECTIVES	6
<i>Article 2</i>	
IDENTIFICATION AND INITIATION OF TASKS	6
<i>Article 3</i>	
THE EXECUTIVE COMMITTEE	7
<i>Article 4</i>	
THE OPERATING AGENTS	9
<i>Article 5</i>	
ADMINISTRATION AND STAFF	10
<i>Article 6</i>	
FINANCE	11

Article 7

INFORMATION AND INTELLECTUAL PROPERTY	13
---	----

Article 8

LEGAL RESPONSIBILITY AND INSURANCE	14
--	----

Article 9

LEGISLATIVE PROVISIONS	14
------------------------------	----

Article 10

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES	15
---	----

Article 11

FINAL PROVISIONS	17
------------------------	----

ANNEX 1

ESTABLISHMENT OF METHODOLOGIES FOR LOAD/ENERGY DETER- MINATION OF BUILDINGS	19
--	----

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A PROGRAMME OF RESEARCH
AND DEVELOPMENT
ON ENERGY CONSERVATION IN BUILDINGS
AND COMMUNITY SYSTEMS

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or international organisations or parties designated by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975, wish to take part in the establishment and operation of a Programme of Research and Development on Energy Conservation in Buildings and Community Systems (the "Programme") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including research and development on energy conservation in which field the Programme will be carried out;

CONSIDERING that in the Governing Board of the Agency on 28th July, 1975 the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognised the establishment of the Programme as an important component of international co-operation in the field of energy conservation research and development;

HAVE AGREED as follows:

Article 1

OBJECTIVES

(a) *Scope of Activity.* The Programme to be carried out by the Contracting Parties within the framework of this Agreement shall consist of co-operative research, development, demonstrations and exchanges of information regarding energy conservation in buildings and community systems.

(b) *Method of Implementation.* The Contracting Parties shall implement the Programme by undertaking one or more tasks (the "Task" or "Tasks") each of which will be open to participation by two or more Contracting Parties as provided in Article 2 hereof. The Contracting Parties which participate in a particular Task are, for the purposes of that Task, referred to in this Agreement as "Participants".

(c) *Task Co-ordination and Co-operation.* The Contracting Parties shall co-operate in co-ordinating the work of the various Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Contracting Parties in the field of energy conservation in buildings and community systems.

Article 2

IDENTIFICATION AND INITIATION OF TASKS

(a) *Identification.* The Tasks undertaken by Participants are identified in the Annexes to this Agreement. At the time of signing this Agreement, each Contracting Party shall confirm its intention to participate in one or more Tasks by giving the Executive Director of the Agency a Notice of Participation in the relevant Annex or Annexes and the Operating Agent for each Task shall give the Executive Director of the Agency a Notice of Acceptance of the Task Annex. Thereafter, each Task shall be carried out in accordance with the procedures set forth in Articles 2 to 11 hereof, unless otherwise specifically provided in the applicable Annex.

(b) *Initiation of Additional Tasks.* Additional Tasks may be initiated by any Contracting Party according to the following procedure:

- (1) A Contracting Party wishing to initiate a new Task shall present to one or more Contracting Parties for approval a draft Annex, similar in form to the Annexes attached hereto, containing a description of the scope of work and conditions of the Task proposed to be performed;
- (2) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for approval by the Executive Committee pursuant to Article 3 (e) (2) hereof; the approved draft Annex shall become part of this Agreement; Notice of Participation in the Task by Contracting Parties and acceptance by the Operating Agent shall be communicated to the Executive Director in the manner provided in paragraph (a) above;
- (3) In carrying out the various Tasks, Participants shall co-ordinate their activities in order to avoid duplication of activities.

(c) *Application of Task Annexes.* Each Annex shall be binding only upon the Participants therein and upon the Operating Agent for that Task, and shall not affect the rights or obligations of other Contracting Parties.

Article 3

THE EXECUTIVE COMMITTEE

(a) *Supervisory Control.* Control of the Programme shall be vested in the Executive Committee constituted under this Article.

(b) *Membership.* The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

(c) *Responsibilities.* The Executive Committee shall:

- (1) Adopt for each year, acting by unanimity, the Programme of Work, and Budget if foreseen, for each Task, together with an indicative programme of work and budget for the following two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work and Budget;
- (2) Make such rules and regulations as may be required for the sound management of the Tasks, including financial rules as provided in Article 6 hereof;
- (3) Carry out the other functions conferred upon it by this Agreement and the Annexes hereto; and

- (4) Consider any matters submitted to it by any of the Operating Agents or by any Contracting Party.

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

- (1) The Executive Committee shall each year elect a Chairman and one or more Vice-Chairmen;
- (2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of each Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;
- (3) The Executive Committee shall meet in regular session twice each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;
- (4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;
- (5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;
- (6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction) provided that any action relating to a particular Task shall require a quorum as aforesaid of members or alternate members designated by the Participants in that Task. If a government has designated more than one Contracting Party to this Agreement, the Executive Committee members designated by those Contracting Parties shall, for quorum purposes under this paragraph, be counted as one member.

(e) *Voting.*

- (1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Task, the Executive Committee shall act:
 - (i) When unanimity is required under this Agreement: by agreement of those members or alternate members which were designated by the Participants in that Task and which are present and voting;
 - (ii) When no express voting provision is made in this Agreement: by majority vote of those members or alternate members which were designated by the Participants in that Task and which are present and voting;

- (2) In all other cases in which this Agreement expressly requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting, and in respect of all other decisions and recommendations for which no express voting provision is made in this Agreement, the Executive Committee shall act by a majority vote of the members or alternate members present and voting;
- (3) The decisions and recommendations referred to in paragraphs (1) and (2) above may, with the agreement of each member or alternate member entitled to act thereon, be made by mail, telex or cable without the necessity for calling a meeting. Such action shall be taken by unanimity or majority of such members as in a meeting. The Chairman of the Executive Committee shall ensure that all members are informed of each decision or recommendation made pursuant to this paragraph;
- (4) If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties may cast only one vote under this Article.

(f) *Reports.* The Executive Committee shall, at least annually, provide the Agency with periodic reports on the progress of the Programme.

Article 4

THE OPERATING AGENTS

(a) *Designation.* Participants shall designate in the relevant Annex an Operating Agent for each Task. References in this Agreement to the Operating Agent shall apply to each Operating Agent in respect of the Task for which it is responsible.

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

- (1) All legal acts required to carry out each Task shall be performed on behalf of the Participants by the Operating Agent for the Task;
- (2) The Operating Agent shall hold, for the benefit of the Participants, the legal title to all property rights which may accrue to or be acquired for the Task.

The Operating Agent shall operate the Task under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.

(c) *Reimbursements of Costs.* The Executive Committee may provide that expenses and costs incurred by an Operating Agent in acting as such pursuant to this Agreement shall be reimbursed to the Operating Agent from funds made available by the Participants pursuant to Article 6 hereof.

(d) *Replacement.* Should the Executive Committee wish to replace an Operating Agent with another government or entity, the Executive Committee may, acting by unanimity and with the consent of such government or entity, replace the initial Operating Agent. References in this Agreement to the "Operating Agent" shall include any government or entity appointed to replace the original Operating Agent under this paragraph.

(e) *Resignation.* An Operating Agent shall have the right to resign at any time, by giving six months written notice to that effect to the Executive Committee, provided that:

- (1) A Participant, or entity designated by a Participant, is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Participants to that effect, in writing, not less than three months in advance of the effective date of such resignation; and
- (2) Such Participant or entity is approved by the Executive Committee, acting by unanimity.

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

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

Article 5

ADMINISTRATION AND STAFF

(a) *Administration of Tasks.* Each Operating Agent shall be responsible to the Executive Committee for implementing its designated Task in accordance with this Agreement, the applicable Task Annex, and the decisions of the Executive Committee.

(b) *Information and Reports.* Each Operating Agent shall furnish to the Executive Committee such information concerning the Task as the Committee may request and shall each year submit, not later than two months after the end of the financial year, a report on the status of the Task.

(c) *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Task in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilise the services of personnel employed by other Participants (or organisations or other entities designated by Contracting Parties) and made available to the Operating Agent by secondment or otherwise. Such personnel shall be remunerated by their respective employers

and shall, except as provided in this Article, be subject to their employers' conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Task, in accordance with Article 6 (f) (6) hereof.

Article 6

FINANCE

(a) *Individual Obligations.* Each Contracting Party shall bear the costs it incurs in carrying out this Agreement, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out on the respective Tasks, unless provision is made for such costs to be reimbursed from common funds as provided in paragraph (g) below.

(b) *Common Financial Obligations.* Participants wishing to share the costs of a particular Task shall agree in the appropriate Task Annex to do so. The apportionment of contributions to such costs (whether in the form of cash, services rendered, intellectual property or the supply of materials) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.

(c) *Rules of Procurement, Expenditure.* The Executive Committee, acting by unanimity, may make such regulations as are required for the sound financial management of each Task including, where necessary:

- (1) Establishment of budgetary and procurement procedures to be used by the Operating Agent in making payments from any common funds which may be maintained by Participants for the account of the Task or in making contracts on behalf of the Participants;
- (2) Establishment of minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.

In the expenditure of common funds, the Operating Agent shall take into account the necessity of ensuring a fair distribution of such expenditure in the Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Task.

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

(e) *Accounting.* The system of accounts employed by the Operating Agent shall be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.

(f) *Programme of Work and Budget, Keeping of Accounts.* Should Participants agree to maintain common funds for the payment of obligations under a Programme of Work and Budget of the Task, accounts shall be maintained as follows unless otherwise decided by the Executive Committee, acting by unanimity:

- (1) The financial year of the Task shall correspond to the financial year of the Operating Agent;
- (2) The Operating Agent shall each year prepare and submit to the Executive Committee for approval a draft Programme of Work and Budget, together with an indicative programme of work and budget for the following two years, not later than three months before the beginning of each financial year;
- (3) The Operating Agent shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Task;
- (4) Not later than three months after the close of each financial year the Operating Agent shall submit to auditors selected by the Executive Committee for audit the annual accounts maintained for the Task; upon completion of the annual audit, the Operating Agent shall present the accounts together with the auditors' report to the Executive Committee for approval;
- (5) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the Task;
- (6) Where provided in the relevant Annex, a Participant supplying services, materials or intellectual property to the Task shall be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution (or to compensation, if the value of such services, materials or intellectual property exceeds the amount of the Participant's contribution); such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all payroll-related costs.

(g) *Contribution to Common Funds.* Should Participants agree to establish common funds under the annual Programme of Work and Budget for a Task, any financial contributions due from Participants in a Task shall be paid to the Operating Agent in the currency of the country of the Operating Agent at such times and upon such other conditions as the Executive Committee, acting by unanimity, shall determine, provided however that:

- (1) Contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget for the Task;

- (2) The Operating Agent shall be under no obligation to carry out any work on the Task until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.

(h) *Ancillary Services.* Ancillary services may, as agreed between the Executive Committee and the Operating Agent, be provided by that Operating Agent for the operation of a Task and the costs of such services, including overheads connected therewith, may be met from budgeted funds of that Task.

(i) *Taxes.* The Operating Agent shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with a Task, as expenditure incurred in the operation of that Task under the Budget; the Operating Agent shall, however, endeavour to obtain all possible exemptions from such taxes.

(j) *Audit.* Each Participant shall have the right, at its sole cost, to audit the accounts of any work in a Task for which common funds are maintained on the following terms:

- (1) The Operating Agent shall provide the other Participants with an opportunity to participate in such audits on a cost-shared basis;
- (2) Accounts and records relating to activities of the Operating Agent other than those conducted for the Task shall be excluded from such audit, but if the Participant concerned requires verification of charges to the Budget representing services rendered to the Task by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Operating Agent;
- (3) Not more than one such audit shall be required in any financial year;
- (4) Any such audit shall be carried out by not more than three representatives of the Participants.

Article 7

INFORMATION AND INTELLECTUAL PROPERTY

It is expected that for each Task agreed to pursuant to this Agreement, the applicable Annex will contain information and intellectual property provisions. The General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November, 1975, shall be taken into account in developing such provisions.

Article 8

LEGAL RESPONSIBILITY AND INSURANCE

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

(b) *Insurance.* The Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance, and shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Task.

(c) *Indemnification of Contracting Parties.* The Operating Agent shall be liable, in its capacity as such, to indemnify Participants against the cost of any damage to property and all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

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

Article 9

LEGISLATIVE PROVISIONS

(a) *Accomplishment of Formalities.* Each Participant shall, within the framework of applicable legislation, use its best endeavours to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Task in which it is engaged.

(b) *Applicable Laws.* In carrying out this Agreement and its Annexes, the Contracting Parties shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing

prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

(c) *Decisions of Agency Governing Board.* Participants in the various Tasks shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

(d) *Settlement of Disputes.* Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement, shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties. Operating Agents which are not Contracting Parties shall be regarded as Contracting Parties for the purpose of this paragraph.

Article 10

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: Agency Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any Agency Participating Country (or a national agency, public organisation, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement, accepts the rights and obligations of a Contracting Party, and is accepted for participation in at least one Task by the Participants in that Task, acting by unanimity. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and its giving Notice of Participation in one or more Annexes and the adoption of any consequential amendments thereto.

(b) *Admission of New Contracting Parties: Other OECD Countries.* The government of any Member of the Organisation for Economic Co-operation and Development which does not participate in the Agency may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become a Contracting Party to this Agreement (or to designate a national agency, public organisation, private corporation, company or other entity to do so), under the conditions stated in paragraph (a) above.

(c) *Participation by the European Communities.* The European Communities may participate in this Agreement in accordance with arrangements to be made by the Executive Committee, acting by unanimity.

(d) *Admission of New Participants in Tasks.* Any Contracting Party may, with the agreement of the Participants in a Task, acting by unanimity, become a Participant in that Task. Such participation shall become effective upon the Contracting Party's giving the Executive Director of the Agency a Notice of Participation in the appropriate Task Annex and the adoption of consequential amendments thereto.

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

(f) *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph (a) above and in accordance with the procedure provided therein.

(g) *Withdrawal.* Any Contracting Party may withdraw from this Agreement or from any Task either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than two years after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties; except that, where the other Contracting Parties have contributed to common funds for a Task, their proportionate shares in the Task Budget shall be adjusted to take account of such withdrawal.

(h) *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organisation shall forthwith notify the Executive Committee 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 Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

- (1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph (g) above on a date to be fixed by the Executive Committee; and
- (2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement and gives the Executive Director of the Agency a Notice of Participation in one or more Annexes.

(i) *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

Article 11

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall remain in force for an initial period of three years from the date hereof, and shall continue in force thereafter unless and until the Executive Committee, acting by unanimity, decides on its termination.

(b) *Legal Relationship of Contracting Parties and Participants.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties or Participants.

(c) *Termination.* Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, shall arrange for the liquidation of the assets of the Task or Tasks. In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the Task, or the proceeds therefrom, in proportion to the contributions which the Participants have made from the beginning of the operation of the Task, and for that purpose shall take into account the contributions and any outstanding obligations of former Contracting Parties. Disputes with a former Contracting Party about the proportion allocated to it under this paragraph shall be settled under Article 9 (d) hereof, for which purpose a former Contracting Party shall be regarded as a Contracting Party.

(d) *Amendment.* This Agreement may be amended at any time by the Executive Committee, acting by unanimity, and any Annex to this Agreement may be amended at any time by the Executive Committee, acting by unanimity of the Participants in the Task to which the Annex refers. Such amendments shall come into force in a manner determined by the Executive Committee, acting under the voting rule applicable to the decision to adopt the amendment.

(e) *Deposit.* The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 16th day of March, 1977.

For the NATIONAL RESEARCH
COUNCIL OF CANADA
(designated by the Government
of Canada):

For the CONSIGLIO NAZIONALE
DELLE RICERCHE
(designated by the Government
of Italy):

For the OFFICE FÉDÉRAL DE LA SCIENCE
ET DE LA RECHERCHE
DU DÉPARTEMENT FÉDÉRAL DE L'INTÉRIEUR
for and on behalf of the Government
of Switzerland:

For ATKINS RESEARCH AND DEVELOPMENT
(designated by the Government of the
United Kingdom of Great Britain and
Northern Ireland):

For HADEN YOUNG LTD.
(designated by the Government of the
United Kingdom of Great Britain and
Northern Ireland):

FOR OSCAR FABER AND PARTNERS
(designated by the Government of the
United Kingdom of Great Britain and
Northern Ireland):

For PILKINGTON BROS. LTD.
(designated by the Government of the
United Kingdom of Great Britain and
Northern Ireland):

For the UNITED STATES ENERGY RESEARCH
AND DEVELOPMENT ADMINISTRATION
for and on behalf of the Government
of the United States of America:

Annex I

ESTABLISHMENT OF METHODOLOGIES FOR LOAD/ENERGY DETERMINATION OF BUILDINGS

1. *Objectives*

The objective of this Task is to provide for surveying, collecting and evaluating analytical methods used for predicting loads and energy consumption for buildings. The Task will provide comparisons of the results of the various methods to determine the degree of consistency obtained.

It also will be an objective of the Task to provide Participants with the opportunity to interface with the U.S. Lawrence Berkeley Laboratory (LBL) System, when that system becomes operable, in order to allow ongoing evaluation and comparison of systems they themselves have developed or have under investigation.

2. *Means*

The Participants will undertake a task-sharing project involving data gathering, analysis of results and participation in the LBL System.

3. *Responsibilities of the Participants and the Operating Agent*

(a) Responsibilities of the Participants

The work performed under this Task shall consist of three subtasks:

Subtask 1: Gather Data—Each Participant will survey and collect and submit to the Operating Agent analytical methods that are being used for predicting the annual energy consumption of a specific building design, or for selecting and sizing equipment for the building. Additionally, important methods being used for research will also be submitted.

Subtask 2: Determine Consistency of Results—Once the results of the surveys in Subtask 1 have been received, the Operating Agent, with the assistance of the Participants, will conduct analyses to determine to what degree consistency exists between the various techniques and the LBL System.

Subtask 3: Transmittal of Results and Access to LBL System—After analysis of the data submitted to the Participants under Subtask 2, the Operating Agent will transmit the information obtained thereby to the Participants. The Operating Agent will take steps to permit the Participants' access to the LBL System for the period this Task Annex remains in force. Two Participants, Canada and the United Kingdom, will link their systems activities with the LBL System to provide an analytical research service to all Participants.

(b) *Specific Duties of the Operating Agent*

Within ninety days following the entry into force of this Annex, the Operating Agent will prepare a comprehensive work plan as well as a survey format for submission to the Executive Committee for its approval, acting by unanimity.

4. *Funding*

Each Participant shall individually bear the costs associated with the execution of Subtasks 1, 2 and 3.

5. *Time Schedule*

This Task Annex will remain in force for a period of three years. It may be extended by agreement of any Participants desiring to continue this project.

6. *Operating Agent*

United States Energy Research and Development Administration.

7. *Information and Intellectual Property*

- (a) *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from this *Annex I* to the IEA Implementing Agreement for a Programme of R and D on Energy Conservation in Buildings and Community Systems (hereinafter called *Annex I*) shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.
- (b) *Right to Publish.* Subject only to copyright restrictions, the *Annex I* Participants shall have the right to publish all information provided to or arising from *Annex I* except proprietary information.
- (c) *Proprietary Information.* The *Annex I* Participants shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:
 - (1) Is not generally known or publicly available from other sources;
 - (2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; or
 - (3) Is not already in the possession of the recipient *Annex I* Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

- (d) *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.
- (e) *Production of Available Information by Participants.* Each Participant agrees to provide to the Operating Agent all previously existing information, and information developed independently of the Task, which is needed by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:
 - (1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;
 - (2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.
- (f) *Use of Confidential Information.* If a Participant has access to confidential information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent but shall not become part of reports or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information.
- (g) *Acquisition of Information for the Task.* Each Participant shall inform the Operating Agent of the existence of information that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.
- (h) *Reports on Work Performed under the Task.* The Operating Agent shall provide reports of all work performed under the Task and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, to the Executive Committee.
- (i) *Copyright.* The Executive Committee, or any member appointed by it, may take appropriate measures necessary to protect copyrightable material generated under this Task. Copyrights obtained shall be the property of the Operating Agent, provided, however, that *Annex I* Participants may

reproduce and distribute such material, but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

- (j) *Authors.* Each *Annex I* Participant will, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation from its authors required to carry out the provisions of this Article. Each *Annex I* Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

8. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

The National Research Council of Canada (Canada)

The Consiglio Nazionale delle Ricerche (Italy)

The Office Fédéral de la Science et de la Recherche du Département
Fédéral de l'Intérieur (Switzerland)

Atkins Research and Development (UK)

Haden Young Ltd. (UK)

Owen Roe and Partners (UK)

Pilkington Bros. Ltd. (UK)

The United States Energy Research and Development Administration
(United States of America)

Annex XI

DEVELOPMENT OF TOOLS FOR ENERGY AUDITING OF BUILDINGS

1. Background

In order to increase the efficiency of energy saving programmes many IEA countries are using or developing energy audit procedures. Energy audit refers to the methods used to break down the energy consumption in an existing building into components. This information may then be used to prescribe the introduction of appropriate energy saving technology (which could include electronic control systems) for a particular building. Such technological installations will hereafter be referred to as "retrofitting".

During recent years much attention has been focused on the development of the methods, training, and instruments needed for successful energy audits. A variety of approaches to energy auditing have been tried with varying success. International co-operation to solve common problems and to exchange experience in the auditing and retrofitting field will benefit all countries.

2. Objectives

The objectives of this Annex are to develop cost-effective means, methods and strategies for auditing in buildings and to contribute to their implementation.

3. Means

The Participants in the Task will undertake a co-ordinated effort involving the sharing of work under two Subtasks:

Subtask A: Data collecting methods and instruments for auditing:

- (a) Development of methods and instruments for data collection;
- (b) Compilation, evaluation and distribution of basic information covering existing and new methods, means and instruments for data collection.

Subtask B: Identification of appropriate retrofit packages:

- (c) Development of methods for the evaluation of the use of energy and strategies for improvement of energy use;
- (d) Formulation and use of "target" figures for energy use in different types of buildings;
- (e) Development of methods for evaluating the efficiency of retrofit packages.

4. Responsibilities of the Participants

Subtask A

Canada as Lead Participant for Subtask A will:

- (a) Identify or develop appropriate methods and instruments for energy auditing of buildings, collect and organize Participants' reports on experience with methods and instruments and submit this information in summary form in a report to the Operating Agent. The report should describe past experience and identify trends in the field;
- (b) Collect, organize and summarize reports from the Participants on means and methods for performance data collection; details of training programmes are also to be included if available;
- (c) Identify areas where a collaborative activity might be beneficial to the Participants; initiate Subtask A activities agreed to by the Participants;

- (d) Provide the Operating Agent on a regular basis with progress reports;
- (e) Prepare and organize the two workshops referred to in subparagraphs 4(g) and (h) below; and
- (f) Prepare a final report for submission to the Operating Agent.

The Participants will:

- (g) Report to the Lead Participant the experience of energy auditing methods and instruments, tested or used by the Participant; participate in a workshop dealing with testing and developing energy audit methods and instruments; execute new tests as agreed to by the Participants;
- (h) Participate in a workshop to formulate guide-lines for reports on means and methods for data collection, report to the lead Participant in accordance with these guide-lines; participate in testing and development projects as decided by the Participants, and take the responsibility for one or more of these projects; provide the lead Participant with information needed for the evaluation of the project(s), and participate in such evaluation.

Subtask B

The Commission of the European Communities* as Lead Participant for Subtask B will:

- (i) Develop auditing methods for the evaluation of the use of energy in buildings and strategies for improvements of energy use and direct such related work as may be provided for in the Programme of Work;

* Informal until the accession of the CEC to the Implementing Agreement; formal thereafter.

- (j) Summarize statistical data from Participants, and propose "target" figures for the energy use in different types of buildings;
- (k) Summarize reports from the Participants on the efficiency of retrofit packages;
- (l) Provide the Operating Agent on a regular basis with progress reports;
- (m) Prepare a final report for submission to the Operating Agent.

The Participants will:

- (n) Participate in the development of methods and instruments for the evaluation of the use of energy in buildings and of strategies for improvement of energy use;
- (o) Collect and report to the Lead Participant statistical data on energy use for different types of buildings;
- (p) Report to the Lead Participant the efficiency of retrofit packages, and supply it with information needed to correlate these results with the methods for evaluation according to sub-paragraph (n) above.

5. Specific Responsibilities of the Operating Agent

Overall co-ordination of work among the two Subtasks will be assured by the Operating Agent. In addition, the Operating Agent will:

- (a) Establish, in collaboration with the Participants, the detailed work plans for each Subtask including the details for the two workshops mentioned in sub-paragraphs 4(g) and (h) and submit an annual Programme of Work to the Executive Committee not later than two months before the end of each calendar year;
- (b) Ensure that duplication of research effort is avoided or minimized;

- (c) Co-ordinate the exchange of information through publications, reports, meetings and conferences;
- (d) Report the progress of work under the Task to the Executive Committee at least semi-annually;
- (e) Submit for approval a final report to the Executive Committee within three months after the completion of all the work under this Task, and submit such other reports as the Executive Committee may request.

6. Funding

Each Participant shall bear the costs resulting from its work under this Annex. For each Subtask, the commitment will be not less than 30 months of human resources for the Lead Participant and 20 months of human resources for other Participants.

7. Operating Agent

Swedish Council for Building Research.

8. Information and Intellectual Property

- (a) Executive Committee's Powers. The publication, distribution, handling, protection, and ownership of information and intellectual property arising from this Annex to the IEA Implementing Agreement for a Programme of Research and Development on Energy Conservation in Buildings and Community Systems shall be determined by the Executive Committee, acting by unanimity, in conformity with the Agreement.
- (b) Right to Publish. Subject only to copyright restrictions, the Participants shall have the right to publish all information provided to or arising from this Annex except proprietary information.

(c) Proprietary Information. The Participants and the Operating Agent shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information provided to or arising from this Annex. For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

- (1) Is not generally known or publicly available from other sources;
- (2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and
- (3) Is not already in the possession of the recipient Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information, and of the Operating Agent for arising proprietary information, to identify the information as such and to ensure that it is appropriately marked.

(d) Production of Relevant Information by Governments. The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

(e) Production of Available Information by Participants. Each Participant agrees to provide to the Operating Agent all previously existing information, and information developed independently of the Task, which is needed by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:

- (1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;
 - (2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.
- (f) Use of Confidential Information. If a Participant has access to confidential information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent but shall not become part of reports or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information.
- (g) Acquisition of Information for the Task. Each Participant shall inform the Operating Agent of information that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.
- (h) Reports on Work Performed under the Task. The Operating Agent shall provide reports of all work performed under the Task and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, in accordance with paragraph 5 of this Annex.
- (i) Copyright. The Operating Agent may take appropriate measures necessary to protect copyrightable material generated under this Task. Copyrights obtained shall be the property of the Operating Agent, for the benefit of the Participants provided, however, that Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

- (j) Authors. Each Participant will, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation from its authors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

9. Results

The results of this Annex shall be:

- (a) Report on methods and instruments for collecting data on the use of energy in buildings and on strategies for its improvement;
- (b) Report on methods to evaluate the actual use of energy in specific building types and strategies for its improvement;
- (c) Report on the evaluation of the efficiency of retrofit packages.

10. Time Schedule

This Annex will enter into force on 1st July, 1982 and will remain in force for a period of 3 1/2 years. It may be extended by agreement of the Participants, acting in the Executive Committee, and taking into account any recommendation of the Agency's Committee on Energy Research and Development concerning the term of this Annex.

11. Participants

The Contracting Parties which are Participants in this Task are the following:

(to be specified)

20.6.83 - 20.6.83