

ARCHIVES HISTORIQUES DE LA COMMISSION

COLLECTION RELIEE DES
DOCUMENTS "COM"

COM (78)659

Vol. 1978/0253

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.

KOMMISSION DER EUROPÄISCHEN GEMEINSCHAFTEN

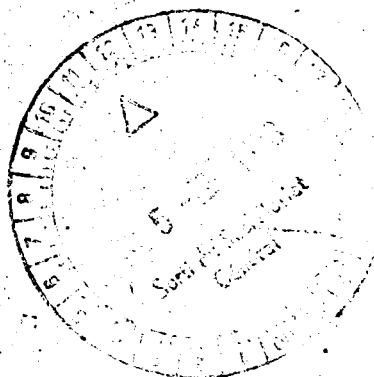
KOM(78) 659 endg.

Brüssel, den 1. Dezember 1978

INTERNATIONALE ENERGIE-AGENTUR

Durchführungsabkommen zur Errichtung eines technischen Informationsdienstes für die Umwandlung von Biomasse

(Mitteilung der Kommission an den Rat)



KOM(78) 659 endg.

INTERNATIONALE ENERGIE-AGENTUR

Durchführungsabkommen zur Errichtung eines technischen Informationsdienstes für die Umwandlung von Biomasse

MITTEILUNG DER KOMMISSION AN DEN RAT

1. Am 24. Juni und am 6. Juli 1976 wurde zwischen der Europäischen Atomgemeinschaft (Euratom) und der Europäischen Wirtschaftsgemeinschaft einerseits und der Internationalen Energie-Agentur (IEA) andererseits ein Abkommen in Form eines Briefwechsels über Zusammenarbeit bei der Forschung und Entwicklung im Energiebereich geschlossen.

In diesem Briefwechsel bekundeten die Europäischen Gemeinschaften ihre Absicht, ihre Beteiligung an solchen im Rahmen der IEA erstellten "Durchführungsabkommen" von Fall zu Fall auszuhandeln, die zur Erreichung der FuE-Ziele der Gemeinschaft beitragen würden. Die IEA ihrerseits nahm diese Absicht zur Kenntnis und bestätigte, daß der Europäischen Gemeinschaft eine solche Beteiligung offensteht.

In Anwendung dieses Abkommens wurden geschlossen :

- ein Durchführungsabkommen über den technischen Informationsaustausch im Bereich der Forschung und Entwicklung über Reaktorsicherheit ;
- ein Durchführungsabkommen für ein in Zusammenarbeit unternommenes Forschungs- und Entwicklungsprogramm, das zum Bau einer Hochfluß-Neutronenquelle führen soll ;
- ein Durchführungsabkommen über ein Programm zur Entwicklung und Erprobung von Sonnenenergie- Heiz- und Kühlsystemen ;
- ein Durchführungsabkommen über ein FuE-Programm über die Erzeugung von Wasserstoff aus Wasser ;
- ein Durchführungsabkommen über ein FuE-Programm über die Wechselwirkungen zwischen Plasma und Wand in "Textor" ;
- ein Durchführungsabkommen über ein FuE-Programm über supraleitende Magneten für die Fusion.

2. Als Anlage ist der Wortlaut eines neuen Durchführungsabkommens beigelegt, das von der IEA zur Unterzeichnung durch die Gemeinschaft vorgeschlagen wird. Es handelt sich um das :

Durchführungsabkommen zur Errichtung eines technischen Informationsdienstes für die Umwandlung von Biomasse.

In dem Abkommen sind Rahmen und Vorschriften für die Errichtung des Biomasse-Informationsdienstes festgelegt, der von der Regierung Irlands über die irische Behörde für Wissenschaft und Technologie betrieben werden soll. Die Kommission schlägt vor, daß sich die Gemeinschaft an der Finanzierung dieser Dienststelle gemäß den Angaben in dem Abkommen beteiligt.

3. Die Kommission hält die Beteiligung der Europäischen Wirtschaftsgemeinschaft an diesem Durchführungsabkommen aus den nachstehenden Gründen für gerechtfertigt :

Als Teil des Sonnenenergie-FuE-Programms der Gemeinschaft wird eine umfassende Auslegungsstudie zur Bestimmung der möglichen Nutzung von Energie aus Biomasse, wie Stroh und Abfallholz, forstwirtschaftliche Systeme für die Energieerzeugung und Umwandlungstechnologien, durchgeführt. Der Biomasse-Informationsdienst der IEA soll die zentrale Zusammenfassung von Informationen übernehmen. Hierdurch lassen sich nicht nur ähnliche Forschungsvorhaben auf der ganzen Welt erfassen, sondern diese Dienststelle wird für die Teilnehmer auch Überprüfungen und Nachforschungen in spezifischen, wichtigen Bereichen durchführen. Ferner soll die Dienststelle die Kommission bei der Festlegung ihres eigenen FuE-Programms beraten und ihre Vertragspartner in erheblicher Weise unterstützen.

4. Betreffend die Verbreitung von Kenntnissen und das geistige Eigentum ergeben sich keine Probleme, da in dem Abkommen kein Austausch von Lizenzen vorgesehen ist.

Dagegen hat jede an dem Abkommen beteiligte Vertragspartei das Recht, Exemplare aller von dem Informationsdienst erstellten Zusammenfassungen, Mitteilungen, Bibliographien und Literaturverzeichnisse zu erhalten und in ihren jeweiligen Ländern zu verteilen.

.... / ...

Ferner geht die Kommission davon aus und macht ihre Beteiligung davon abhängig, daß die auf diese Weise erhaltenen Informationen allen interessierten Regierungs- und Nichtregierungsorganisationen in den Mitgliedstaaten der Europäischen Gemeinschaft zugänglich gemacht werden können.

5. Die finanziellen Auswirkungen sind aus dem Durchführungsabkommen ersichtlich. Das Vorhaben wird gemeinsam finanziert, wobei jeder Teilnehmer einen finanziellen Beitrag leistet. Es wird vorgeschlagen, daß das Aufnahmeland (Irland) 40 % der Gesamtkosten übernimmt, die nach Artikel 5 des Abkommens £ 30.000 jährlich nicht überschreiten. Es wird damit gerechnet, daß die anderen Teilnehmer sich gleichmäßig an der Finanzierung des Restbetrages beteiligen, wobei der Betrag nach jeweils einem halben Jahr korrigiert wird, um der tatsächlichen Anzahl der an der Dienststelle Beteiligten Rechnung zu tragen. Der Beitrag der Kommission für diese Dienststelle der nicht über £ 4.000 jährlich liegen dürfte, wird aus der Haushaltsstelle des Sonnenenergie-FuE-Programms der Kommission gezahlt.

6. Nach Auffassung der Kommission liegen die Befugnisse für die Aushandlung und den Abschluß des Durchführungsabkommens über einen Biomasse-Informationsdienst gemäß Artikel 211 EWG-Vertrag bei der Kommission. Wie jedoch beim Abschluß des Durchführungsabkommens über ein Programm zur Entwicklung und Erprobung von Sonnenenergie- Heiz- und Kühlsystemen (1) angegeben wurde, hat die Kommission zugesagt, künftig den Rat vor Unterzeichnung ähnlicher Abkommen im Rahmen der IEA über ihre Absicht zur Unterzeichnung eines solchen Abkommens unterrichten und alle etwaigen Bemerkungen des Rates zur Kenntnis nehmen zu wollen.

7. Demzufolge unterrichtet die Kommission den Rat von ihrer Absicht, ein Durchführungsabkommen zur Errichtung eines technischen Informationsdienstes für die Umwandlung von Biomasse zu unterzeichnen.

(1) Ratsbeschluß vom 18. Juli 1977 (R/1615/77 (ATO 62))

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR THE ESTABLISHMENT OF THE BIOMASS
CONVERSION TECHNICAL
INFORMATION SERVICE

The Contracting Parties

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

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

CONSIDERING that in the Governing Board of the Agency on 13th April, 1978 the Governments approved the Service as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Service as an important component of international co-operation in the field of biomass conversion;

HAVE AGREED as follows:

Article 1

OBJECTIVES

(a) *Scope of Activity.* The Service shall collect from published sources, direct enquiry and other available sources, scientific, technical and other data relevant to research, development, and demonstration in biomass conversion in such areas as:

- (1) Biomass Production;
- (2) Agriculture and Forestry Waste Availability;
- (3) Harvesting and Collection of Biomass;
- (4) On-site Processing;
- (5) Transportation;
- (6) Conversion Techniques;
- (7) Marine Biomass;
- (8) Algae Production;
- (9) Environmental Problems;
- (10) Systems Analysis; and

additional areas as may be agreed to by the Executive Committee, acting by unanimity.

(b) *Information Service.* The Service shall provide a regular service of information in biomass conversion, in the field of competence of the Service, in the form of an abstract bulletin, bibliographies and literature reviews.

(c) *Referral Service.* The Service shall maintain a referral service on information in biomass conversion, including those areas listed in paragraph (a) above, which service shall be available at the request of a Contracting Party.

(d) *Literature Searches.* The Service shall conduct four retrospective literature searches per year in specific areas designated by the Executive Committee, acting by unanimity.

(e) *Additional Services.* The Executive Committee may, acting by unanimity, empower the Service to perform additional technical information services in the field of biomass conversion.

(f) *Co-ordination with other Information Services.* In carrying out its functions under this Agreement, the Service shall co-ordinate its activities, as necessary, with those of other services set up under the auspices of the Agency, in order to avoid duplication of these activities.

(g) *Access to Collected Information.* Information obtained by the Service in accordance with the terms of this Agreement shall be made available in conformity with Article 6 (e) and (f) below.

Article 2

THE EXECUTIVE COMMITTEE

(a) *Supervisory Control.* Control of the Service shall be vested in the Executive Committee constituted under this Article, and decisions made by the Executive Committee pursuant to this Article shall be binding on each Contracting Party and the Operating Agent.

(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. The Operating Agent shall inform the Contracting Parties in writing of all designations under this paragraph.

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

- (1) Adopt for each year, acting by unanimity, the Programme of Work and Budget for the Service, 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 Service, including financial rules as provided in Article 5 hereof;
- (3) Carry out the other functions conferred upon it by this Agreement; and
- (4) Consider any matters submitted to it by the Operating Agent 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 the Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;

Article 4

ADMINISTRATION AND STAFF

(a) *Administration of the Service.* The Operating Agent shall be responsible to the Executive Committee for carrying out the Service in accordance with this Agreement, the annual Programme of Work and Budget, decisions of the Executive Committee, and the regulations of the establishment at which the work is carried out.

(b) *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out the Service in accordance with rules determined by the Executive Committee. Such staff shall be responsible to the Operating Agent. The Operating Agent may also, as required, utilize the services of personnel employed by other Participants (or organizations 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 5 (f) (6) hereof.

Article 5

FINANCE

(a) *Sharing of Costs and Estimated Costs.* The expenditure incurred in the operation of the Service for the first three years is not expected to exceed £30,000 per year at January, 1978 price levels and exchange rates, and may not exceed such levels except upon the unanimous agreement of the Executive Committee. The Executive Committee, acting by unanimity, shall adjust the figure referred to in this paragraph at half-yearly intervals to take account of changes in exchange rates and changing price levels in the country of the Operating Agent to ensure that the necessary real resources will continue to be available to operate the Service. If significant changes in such exchange rates or price levels occur, the Executive Committee, acting by unanimity, shall consider whether to adjust the Programme of Work to the available funds.

(b) *Adjustment to Contributions.* During the initial three-year period, forty per cent of the expenditure shall be borne by the Operating Agent, with the remaining expenditure to be borne in equal parts by the other Contracting Parties. After the initial three-year period, and any succeeding three-year period, the Executive Committee, acting by unanimity, shall agree upon the proportions in which expenditure incurred in the operation of the Service shall be borne by the Contracting Parties for each succeeding three-year period.

(c) *Financial Rules, Expenditures.* The Executive Committee, acting by unanimity, may make such rules and regulations as may be required for the sound financial management of the Service. These rules shall:

- (1) Establish procurement procedures to be used by the Operating Agent in making contracts or otherwise expending funds for the Service;
- (2) Establish the level 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.

(d) *Crediting of Income to Budget.* Income accruing from the operation of the Service shall be credited to the Budget of the Service.

(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.* Unless otherwise decided by the Executive Committee, acting by unanimity:

- (1) The financial year of the Service 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 Service;
- (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 Service in a form approved by the Executive Committee; 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 Service;
- (6) Contracting Parties supplying services, materials or intellectual property to the Service 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.* Any financial contributions due from Contracting Parties in the Service 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 Service;
- (2) The Operating Agent shall be under no obligation to carry out any work on the Service until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.
- (3) In the first year after the signing of this Agreement, the Contracting Parties shall pay their contributions, as directed by the Executive Committee, acting by unanimity, in advance of approval of the Budget in order to enable the Operating Agent to establish the Service in accordance with this Agreement.

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

(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 the Service, as expenditures incurred in the operation of the Service, under the Budget; the Operating Agent shall endeavour to obtain all possible exemptions or facilitations of such taxes.

(j) *Costs other than Common Costs.* Each Contracting Party shall bear all costs of its participation in the Service other than the common costs funded by the Budget of the Service.

(k) *Audit.* Each Contracting Party shall have the right, at its sole cost, to audit the accounts of the Service on the following terms:

- (1) The Contracting Party shall provide the other Contracting Parties with an opportunity to participate in such audits on a cost-shared basis;
- (2) The accounts and records in respect of the Operating Agent's activities other than those for the Service shall be excluded from such audit, but if the Contracting Party concerned requires verification of charges to the Budget representing services rendered to the Service by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the Operating Agent's external auditors;
- (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 Contracting Party.

Article 6

INFORMATION

(a) *Protection of Copyrightable Material.* The Operating Agent shall take all appropriate measures necessary to protect copyrightable material generated by the Service, unless the Executive Committee otherwise directs. Such copyrightable material shall be held by the Operating Agent as a trustee for the Contracting Parties. Copyrights obtained shall be the property of the Operating Agent as a trustee for the Contracting Parties, provided, however, that the Contracting Parties may reproduce and distribute such material, but shall not distribute it with a view to profit, except as otherwise directed by the Executive Committee.

(b) *Production of Relevant Information by Contracting Parties.* Each Contracting Party agrees to provide to the Service all previously existing information and information developed independently of the Service, which is needed by the Service to carry out its functions, and which is freely at the disposal of the Contracting Party and the transmission of which is not subject to any contractual and/or legal limitations:

- (1) If no substantial cost is incurred by the Contracting Party in making such information available, at no charge to the Service therefor;
- (2) If substantial costs must be incurred by the Contracting Party in making such information available, at such charges to the Service as shall be agreed between the Operating Agent and the Contracting Party, with the approval of the Executive Committee.

(c) *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 Service.

(d) *Acquisition of Information for the Service.* Each Contracting Party shall inform the Operating Agent of the existence of information that can be of value to the Service, but which is not freely at the disposal of the Contracting Party or the transmission of which is subject to contractual and/or legal limitations. The Contracting Party shall endeavour to make the information available to the Service under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.

(e) *Use of Service by Contracting Parties.* The Contracting Parties shall be entitled without charge to have access to the Service's collections, to receive and (in accordance with the policies of the Service as determined by the Executive Committee) to distribute within their respective countries copies of abstract bulletins, bibliographies and literature reviews produced by the Service. Information so received by the Contracting Parties shall not be published with a view to profit, except as the Executive Committee, acting by unanimity, may agree or provide by rule. The Executive Committee shall lay down guidance as to the use any Contracting Party may make of the referral service without charge, and, where appropriate, the charges to be imposed.

(f) *Access to Products of Information Service.* Upon the request of a Contracting Party the Executive Committee shall grant such Contracting Party access to the data base of the Information Service under conditions determined by the Executive Committee.

(g) *Use of Service by Other than Contracting Parties.* The Executive Committee shall, acting by unanimity, determine the rules by which the Service may be made available to governments and other appropriate entities of countries which do not participate in the Service.

(h) *Survival of Obligations.* The obligations of paragraph (e) above shall survive the termination of this Agreement or the withdrawal of any Contracting Party or Parties. The Executive Committee shall, at the time of such termination or withdrawal, adopt appropriate measures for the subsequent application of those obligations and related questions.

Article 7

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 and shall be responsible for ensuring that the Service is conducted in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property and all legal liabilities, claims, actions, costs and expenses connected therewith, shall be charged to the Budget of the Service.

(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 Service.

(c) *Indemnification of Contracting Parties.* The Operating Agent shall be liable, in its capacity as such, to indemnify the Contracting Parties 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 8

LEGISLATIVE PROVISIONS

(a) *Accomplishment of Formalities.* Each Contracting Party shall request the appropriate authorities of its country (or its Member States in the case of an international organization) to use their best endeavours, within the framework of 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 operate the Service.

(b) *Applicable Laws.* The participation of each Contracting Party 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 Party, including, but not limited to, laws establishing prohibitions under 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.* The Service shall in its operations 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. In deciding any such dispute, the tribunal shall be bound by 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. An Operating Agent which is not a Contracting Party shall be regarded as a Contracting Party for the purpose of this paragraph.

Article 9

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: Agency Participating 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 organization, private corporation, company or other entity

designated by such government), which signs or accedes to this Agreement and accepts the rights and obligations of a Contracting Party. Such participation shall be effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and the adoption by the Executive Committee of consequential amendments to this Agreement.

(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 organization, 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) *Contributions.* The Executive Committee may require, as a condition to admission to participation, that the new Contracting Party shall contribute (in the form of cash, services or materials) an appropriate proportion of the expenditure of the Service prior to the date of such participation.

(e) *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.

(f) *Withdrawal.* Any Contracting Party may withdraw from this Agreement at any time with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice to that effect to the Executive Director of the Agency, such Notice to be given not less than one year 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 the proportionate shares of the Budget of the Service shall be adjusted to take account of such withdrawal.

(g) *Withdrawal of Contracting Party Serving as Operating Agent.* A Contracting Party serving as Operating Agent which withdraws from this Agreement under paragraph (f) above, shall cease to be the Operating Agent and shall account to the Executive Committee, unless the Executive Committee, acting by unanimity, agrees to retain the former Contracting Party as Operating Agent.

(h) *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organization 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 or ownership or bankruptcy or liquidation 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 (f) 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 assumes the rights and obligations of a Contracting Party.

(h) *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 10

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.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties.

(c) *Termination.* Upon termination of this Agreement, the Executive Committee, acting by unanimity, shall decide upon the liquidation of the assets of the Service in whole or part and any distribution which might be made to the present and former Contracting Parties. In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the Service, or the proceeds therefrom, in proportion to the contributions which the Contracting Parties have made from the beginning of the operation of the Service, 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 8 (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. 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.

(c) *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 24th day of May, 1978.

For the GOVERNMENT OF BELGIUM:

For the GOVERNMENT OF IRELAND:

For the NATIONAL SWEDISH BOARD FOR
ENERGY SOURCE DEVELOPMENT
(designated by the Government of Sweden):

For the UNITED KINGDOM ATOMIC
ENERGY AUTHORITY (designated by
the Government of the United Kingdom
of Great Britain and Northern Ireland):

For the DEPARTMENT OF ENERGY
for and on behalf of the Government
of the United States of America: