

COMMISSION OF THE EUROPEAN COMMUNITIES

COM(76) 64

Brussels, 11 February 1976

HILLMAN

UNIVERSITY OF
PITTSBURGH
LIBRARIES
MAY 04 1976

Participation by ECSC in the agreement
establishing a date bank on world coal resources and reserves

(Communication of the Commission to the Council)

COMMUNICATION FROM THE COMMISSION TO THE COUNCIL

- 1) On the 20th November 1975, five "Implementing Agreements" for a co-operation programme on coal technology were signed in the framework of the International Energy Agency, the Governing Board of the Agency approved this programme on the 28th July 1975.

The aim of one of these "Implementing Agreements" (Annex) is the establishment of a "World Coal Resources and Reserves Data Bank Service". It was signed by four Member States of the European Communities (Belgium, Federal Republic of Germany, Italy, United Kingdom) and the United States of America. Article 9 of the Agreement stipulates that "the European Communities may participate in the Service in accordance with arrangements to be made with the Executive Committee, acting by unanimity".

The project is subdivided into two parts :

- operation of and access to the Data Bank Facility already in existence in the USA;
- a Clearing House Division for the collection and processing of data. The total costs of the "Clearing House" will be shared among the participants in the following manner :
 - a fixed part of the total (20 %) will be borne equally among the participants;
 - the remainder (80 %) will be proportioned out among the participants according to a formula based on their coal production/consumption ratio.

The United States has been exempted because it was felt that their financial contribution is covered by their responsibility for the Data Bank Service. Therefore, the four participants are to share the cost (+ 600.000 \$ year) of the second part of the project (Clearing House).

to

- 2) The Commission considers it necessary to take part in this "Implementing Agreement", so that it may be adequately informed on the situation with regard to coal resources and reserves as is its mission under article 46 of the ECSC Treaty.

In application of article 9c of this Agreement, referred to above, the Commission will request the Executive Committee of the project to participate in the Data Bank Service, restricting its financial contribution to a part of the "fixed" costs of the Service. Thus calculated, the Commission's contribution will be in the region of 20.000 uc/per year. A Commission' contribution over and above a part of the "fixed" costs is not justifiable, particularly in view of the fact that the Commission as such does not produce and consume coal.

- 3) To conclude, the Commission informs the Council that it intends to sign the "Implementing Agreement" for the establishment of the World Coal Resources and Reserves Data Bank Service.

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR THE ESTABLISHMENT OF THE
WORLD COAL RESOURCES AND RESERVES
DATA BANK SERVICE

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR THE ESTABLISHMENT OF THE
WORLD COAL RESOURCES AND RESERVES
DATA BANK SERVICE

TABLE OF CONTENTS

	<i>Page</i>
PREAMBLE	5
<i>Article 1</i>	
OBJECTIVES	5
<i>Article 2</i>	
THE OPERATING AGENT	7
<i>Article 3</i>	
THE EXECUTIVE COMMITTEE	9
<i>Article 4</i>	
ADMINISTRATION AND STAFF	10
<i>Article 5</i>	
FINANCE	11
<i>Article 6</i>	
INFORMATION	14

	<i>Page</i>
<i>Article 7</i>	
LEGAL RESPONSIBILITY AND INSURANCE	15
<i>Article 8</i>	
LEGISLATIVE PROVISIONS	15
<i>Article 9</i>	
ADDITION AND WITHDRAWAL OF CONTRACTING PARTIES	16
<i>Article 10</i>	
FINAL PROVISIONS	18
<i>Annex</i>	
SCALE OF CONTRIBUTIONS	20

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR THE ESTABLISHMENT OF THE
WORLD COAL RESOURCES AND RESERVES
DATA BANK SERVICE

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or parties proposed 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 World Coal Resources and Reserves Data Bank 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 and to promote the adoption of co-operative programmes in the areas set out in Article 42 of the I.E.P. Agreement including the area of energy research and development in coal technology;

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

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

HAVE AGREED as follows:

Article 1

OBJECTIVES

(a) The Service shall collect from published sources, direct enquiry and other available sources, data on world coal reserves and resources, including as far as practicable the following aspects:

- (1) Coal quantity;
- (2) Geographical location of coal-bearing area;
- (3) Geological (including stratigraphic, tectonic and hydrogeological) characteristics of coal and host strata;
- (4) Geotechnical characteristics of coal and host strata (in situ);
- (5) Accuracy of criteria and extent of information;
- (6) Geochemical, petrological and quality characteristics of the coal;
- (7) Information on the terminology and conventions adopted by the various sources in the presentation of data on resources and reserves, including where relevant such indices of markets and costs of production (i.e., availability and productivity and other fields laid down by the Executive Committee) as may be agreed by the Executive Committee, and
- (8) Such additional fields as may be agreed by the Executive Committee, acting by unanimity;

In carrying out its objectives the Service will take into account the proposed programme described in PADB Note No. 75/20 of the Working Party on Coal Technology of the Sub-Group on Energy Research and Development of the Agency.

(b) The Service shall draw up an international lexicon of national rules, terminologies and conventions of reserve and resource assessment, including where relevant such indices of markets and costs of production (i.e., availability and productivity and other fields laid down by the Executive Committee) as may be agreed by the Executive Committee.

(c) The Service shall validate, convert, translate and otherwise process the data obtained as described in paragraph (a) above and provide, to each of the Contracting Parties, the reserve and resource data obtained in accordance with their own national specified rules, terminologies and conventions.

(d) The Service shall provide, as appropriate, estimates of:

- (1) The choice of sites available for the expansion or substitution of coal supply from a particular source;
- (2) The effect of new developments in the technologies of extraction and utilisation of coal, and by-products on the assessment of reserves.

In the short term it will not be possible to cover all the above aspects and the Service will be built up in stages according to the Programme of Work laid down by the Executive Committee.

(e) The Service shall provide a Clearing House Division which shall perform the duties of data collection, validation, conversion, and translation services as described in paragraphs (a) to (d) above. The Service shall also include a Data Bank Facility in which the output of the Clearing House will be stored. The Contracting Parties shall have access to the Data Bank Facility.

(f) The Service shall revise the information of the Service held in the Data Bank Facility as appropriate and notify the Executive Committee of significant revisions or acquisitions of new data.

(g) The Executive Committee may, acting by unanimity, authorize the Service to perform additional data collection, processing and distribution in the field of world coal reserves and resources assessment, provided however that any such additional services as involve the use of the Data Bank Facility shall be agreed with the Operating Agent for that Facility.

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

Article 2

THE OPERATING AGENT

(a) The Clearing House Division of the Service shall be operated by an Operating Agent. The functions of the Operating Agent of the Clearing House Division shall initially be performed by NCB (IEA Services) Ltd. (the "British Operating Agent"), a wholly-owned subsidiary of the National Coal Board, which hereby guarantees to the other Contracting Parties that NCB (IEA Services) Ltd. will meet all its obligations (including financial obligations) and will duly perform its functions under this Agreement; the National Coal Board shall be regarded as a Contracting Party performing the functions of an Operating Agent for the purposes of Article 9 (g).

(b) All legal acts required to operate the Clearing House Division of the Service shall be performed on behalf of the Contracting Parties by the British Operating Agent which shall, for the benefit of the Contracting Parties, be the legal owner of all property rights which may be acquired for the Clearing House Division or which shall accrue to the Clearing House Division in carrying out its objectives. The British Operating Agent shall operate the Clearing House Division under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.

(c) All legal acts required to operate the Data Bank Facility of the Service (the "Data Bank Facility") shall be performed initially on behalf of the Contracting Parties by the Geological Survey of the United States of America (the "United States Operating Agent"). The United States Operating Agent shall operate the Data Bank Facility under its supervision and responsibility, subject to this Agreement, in accordance with the law of the United States.

(d) For the avoidance of doubt it is hereby declared that the intellectual property rights of any Contracting Party in any information or data obtained or developed independently of the Service and made available to the Service shall not vest in the Operating Agents as such under paragraph (b) above but shall remain with the Contracting Party making the information or data available.

(e) The Executive Committee shall provide for the co-ordination of the respective activities of the British Operating Agent and the United States Operating Agent.

(f) References in this Agreement to the "Operating Agent" shall be taken to refer to the British Operating Agent as regards the Clearing House Division and the United States Operating Agent as regards the Data Bank Facility.

(g) Where the Executive Committee finds that it would be appropriate for another government or entity to act as Operating Agent, the Executive Committee, acting by unanimity, may (with the consent of such government or entity) nominate such government or entity to replace the British Operating Agent and/or the United States Operating Agent in accordance with the terms hereof. References in this Agreement to the Operating Agent shall include any government or entity nominated under this paragraph.

(h) The Operating Agent shall have the right to resign as Operating Agent at any time, by giving six months written notice to that effect to the Executive Committee, provided that:

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

(i) In the event that another Operating Agent is appointed under paragraph (g) or (h) above for the Clearing House Division, the British Operating Agent shall transfer to such replacement Operating Agent all property rights which it may have acquired under paragraph (b) above.

(j) The British Operating Agent shall be reimbursed from the funds made available by the Contracting Parties pursuant to Article 5 for its expenses and costs associated with actions taken in accordance with this Agreement. The Operating Agent shall, without prejudice to the provisions of Article 5 (h), receive no fee or other emolument apart from such reimbursement.

Article 3

THE EXECUTIVE COMMITTEE

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

(b) The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member who shall represent the Contracting Party if the member is unable to do so. Each Contracting Party shall inform the British Operating Agent in writing of all designations under this paragraph. The Executive Committee shall:

- (1) Adopt for each year, acting by unanimity, the Programme of Work and Budget of 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; for so long as the United States Operating Agent is responsible for the Data Bank Facility, the Executive Committee shall recommend the Programme of Work for that Facility to the United States Operating Agent which shall report to the Executive Committee, for endorsement, any changes the United States Operating Agent deems necessary to carry out in that Programme of Work;
- (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 (d);
- (3) Consider any matters submitted to it by the Operating Agent or any Contracting Party; and
- (4) Carry out the other functions conferred upon it by this Agreement.

(c) The Executive Committee shall each year elect a Chairman and one or more Vice-Chairmen.

(d) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for the proper functioning of the Committee. A representative of the Agency and representatives of the Operating Agents (in their capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity.

(e) The Executive Committee shall meet in regular session twice each year; in extraordinary circumstances a special meeting shall be convened upon the request of a Contracting Party which can demonstrate the need therefor.

(f) Unless otherwise agreed, meetings of the Executive Committee shall be held in the offices of the British Operating Agent.

(g) 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. 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).

(h) With the agreement of each Contracting Party a decision or recommendation may be made by telex or cable without the necessity for calling a meeting. The Chairman of the Executive Committee shall have the responsibility of ensuring that all Contracting Parties are informed of each decision or recommendation made pursuant to this paragraph.

(i) Where this Agreement requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting at the meeting at which the decision is taken. The Executive Committee shall adopt decisions and recommendations, for which no express voting provision is made in this Agreement, by majority vote of the members or alternate members present and voting.

(j) The Executive Committee shall, at least annually, provide the Agency with periodic reports on the progress of the Service.

Article 4

ADMINISTRATION AND STAFF

(a) The Operating Agent shall be responsible to the Executive Committee for the operation of 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) The Operating Agent shall supply to the Executive Committee such information concerning the operation of the Service 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 operation of the Service to the Executive Committee.

(c) The staff of the Service shall be selected by the Operating Agent in accordance with rules determined by the Executive Committee and shall be responsible to the Operating Agent. The Contracting Parties (or organisations or other entities designated by Contracting Parties) may propose personnel to work on the staff of the Service; and such staff, if selected, shall be made available, by secondment or otherwise to the Service.

(d) Staff members shall be remunerated by their respective employers and shall, except as provided in this Agreement, 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 Service in accordance with Article 5 (f) (5).

(e) For so long as the United States Operating Agent is responsible for the Data Bank Facility, paragraphs (c) and (d) above shall not apply to that Facility and staff members of that Facility shall be the sole responsibility of the United States Operating Agent.

Article 5

FINANCE

(a) The expenditure incurred in the operation of the Service for the first three years shall be borne by the Contracting Parties in the proportions appearing in the Annex hereto. For so long as the United States Operating Agent is responsible for the Data Bank Facility, expenditure for that Facility shall be borne by the United States of America. Such expenditure for the Clearing House Division as estimated in PADB Note No. 75/20 referred to in Article 1 (a) above, is not expected to exceed £290,000 per year at January, 1975 price levels and exchange rates, and may not exceed such level 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) After the initial three year period and any succeeding three year period, the Executive Committee shall, acting by unanimity, agree 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, provided that for so long as the United States Operating Agent is responsible for the Data Bank Facility, such expenditure shall exclude expenditure for that Facility.

(c) Income accruing from the operations of the Service shall be credited to the Clearing House Division.

(d) The Executive Committee, acting by unanimity, may make such rules and regulations as may be required for the sound financial management of the Clearing House Division. These rules shall:

- (1) Establish procurement procedures to be used by the British Operating Agent in making contracts or otherwise expending funds for the Clearing House Division;
- (2) Establish the level of expenditure for which Executive Committee approval will 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;
- (3) Require the British Operating Agent to maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the British Operating Agent in connection with the Clearing House Division.

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

(f) Unless otherwise decided by the Executive Committee, acting by unanimity:

- (1) The financial year of the Clearing House Division shall correspond to the financial year of the British 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) Not later than three months after the close of each financial year the British Operating Agent shall submit for audit the annual accounts of the Clearing House Division in a form approved by the Executive Committee to auditors selected by the Executive Committee and shall present the accounts together with the auditors' report to the Executive Committee for approval;
- (4) All books of account and records maintained by the British Operating Agent shall be preserved for at least three years from the date of termination of the Service;
- (5) A Contracting Party supplying services to the Clearing House Division 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 exceeds the amount of the Contracting Party'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) Upon approval of the annual Budget of the Clearing House Division by the Executive Committee, contributions due from the Contracting Parties shall be paid to the British Operating Agent in the currency of that Operating Agent at such times and upon such other conditions as the Executive Committee shall determine, provided however that:

- (1) Contributions received by the British Operating Agent shall be used solely in accordance with the Programme of Work and Budget;
- (2) The British Operating Agent shall be under no obligation to carry out any work until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received;
- (3) In the first year after the signing of this Agreement the Contracting Parties shall pay contributions as directed by the Executive Committee, acting by unanimity, in advance of approval of the Budget in order to enable the British Operating Agent to establish the Clearing House Division of the Service in accordance with this Agreement.

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

(i) The British 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 Clearing House Division, as expenditure incurred in the operation of that Division under the Budget; the British Operating Agent shall endeavour to obtain all possible exemptions or facilitations of such taxes.

(j) Each Contracting Party shall bear all costs of its participation in the Service other than the common costs funded by the Budgets of the Clearing House Division and Data Bank Facility.

(k) Each Contracting Party shall have the right, at its sole cost, to audit the accounts of the Clearing House Division 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 British Operating Agent's activities other than those for the Clearing House Division shall be excluded from such audit, but if the Contracting Party concerned requires verification of charges to the Budget representing services rendered to the Clearing House Division by the British Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from that 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 Parties.

Article 6

INFORMATION

(a) The British Operating Agent shall take all appropriate measures necessary to protect any copyrightable material generated by the Clearing House Division of the Service, unless the Executive Committee otherwise directs. Such copyrightable material shall be held by the British Operating Agent for the benefit of the Contracting Parties.

(b) Each Contracting Party agrees to provide to the Service all previously existing or newly arising information 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 to make such information available, at such charges to the Service as shall be agreed between the Operating Agent and the Contracting Party.

(c) Each Contracting Party shall inform the Service when it becomes aware 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; that Contracting Party shall endeavour to make the information available to the Service for a reasonable consideration; the Executive Committee may, acting by unanimity, decide to acquire such information.

(d) The information services, agreed data processing, and other services the Service may be empowered to develop shall be available, without charge, to the Contracting Parties, and the international lexicon described in Article 1 (b) shall be distributed to the Contracting Parties. The foregoing services and the lexicon may be made available to others in accordance with the rules to be determined by the Executive Committee, acting by unanimity. Nothing contained in this Agreement shall prevent the further dissemination of information received from the Service by the Contracting Parties, provided that such information shall not be published by a Contracting Party with a view to profit except as the Executive Committee, acting by unanimity, may agree or provide by rule.

(e) The obligations of paragraph (d) 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) The British 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) The British Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance. The British Operating Agent 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) The British Operating Agent shall be liable, in its capacity as Operating Agent of the Clearing House Division to indemnify the Contracting Parties against the cost of any damage to property and against all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

- (1) Result from the failure of that Operating Agent to maintain any such insurance it is required to maintain under paragraph (b) above; or
- (2) Result from the gross negligence or wilful misconduct of any of that Operating Agent's employees or officers carrying out its duties under this Agreement.

Article 8

LEGISLATIVE PROVISIONS

(a) Each Contracting Party 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 operate the Service.

(b) The participation of each Contracting Party in the Service 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 Contracting Party, 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) 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 those Guiding Principles shall not affect this Agreement which shall remain in force in accordance with the terms hereof.

(d) 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 the 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. The Operating Agent shall be regarded as a Contracting Party for the purposes of this paragraph.

Article 9

ADDITION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) Upon the invitation of the Executive Committee, acting by unanimity, participation in the Service as a Contracting Party shall be open to the government of any Agency Participating Country (or a national agency, public organisation, private corporation, company or other entity proposed by such government) which signs this Agreement and assumes the rights and obligations of a Contracting Party. Such participation shall be effective upon the adoption by the Executive Committee of consequential amendments to this Agreement.

(b) The government of any other Member of the Organisation for Economic Co-operation and Development may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to participate in the Service as a Contracting Party (or to propose a national agency, public organisation, private corporation, company, or other entity to do so), to sign this Agreement, and to assume the rights and obligations of a Contracting Party. Such participation shall be effective upon the adoption by the Executive Committee of consequential amendments to this Agreement.

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

(d) It shall be a condition of participation of any new Contracting Party under paragraph (a) or (b) above, or participation under paragraph (c) above, that the Contracting Party or participant shall contribute, in accordance with rules laid down by the Executive Committee, an appropriate proportion of the expenditure of the Service prior to the date of such participation.

(e) With the agreement of the Executive Committee, acting by unanimity, and upon the request of a Government, a Contracting Party proposed by that Government may be replaced by another party. The replacement party shall sign this Agreement and assume the rights and obligations of a Contracting Party.

(f) 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 British Operating Agent, 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 continuing Contracting Parties, except that the proportionate shares of the Budget shall be adjusted to take account of such withdrawal.

(g) 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 (except in the case of the United States Operating Agent) account to the Executive Committee, unless the Executive Committee, acting by unanimity, agrees to retain the former Contracting Party as Operating Agent.

(h) A Contracting Party other than a Government 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 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 proposed that Contracting Party to propose (within a period of three months of the withdrawal of that Contracting Party) a different entity to become a Contracting Party and, 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 this Agreement and assumes the rights and obligations of a Contracting Party.

(i) Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice invoking this paragraph and specifying the nature of those obligations, may be deemed by the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, to have withdrawn from this Agreement.

Article 10

FINAL PROVISIONS

(a) 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) Nothing in this Agreement shall be regarded as constituting a partnership between the Contracting Parties or any of them.

(c) 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. 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) and for that purpose a former Contracting Party shall be regarded as a Contracting Party.

(d) This Agreement may be amended at any time upon the unanimous agreement of the Executive Committee. Such amendments shall come into force in a manner determined by the unanimous agreement of the Executive Committee.

(e) 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 20th day of November, 1975.

For the INSTITUT NATIONAL
DES INDUSTRIES EXTRACTIVES
for and on behalf of
the Government of Belgium:

For the KERNFORSCHUNGSANLAGE JÜLICH G.M.B.H.
(proposed by Germany):

For the ENTE NAZIONALE IDROCARBURI,
a Public Holding
(proposed by Italy):

For the MINISTRY OF ENERGY
AND NATURAL RESOURCES
for and on behalf of
the Government of Turkey:

For the NATIONAL COAL BOARD,
a Public Corporation
(proposed by the United Kingdom):

For the UNITED STATES GEOLOGICAL SURVEY,
DEPARTMENT OF THE INTERIOR,
for and on behalf of the Government of
the United States of America:

NCB (IEA SERVICES) LTD., a wholly-owned
subsidiary of the National Coal Board, hereby accepts
the rights and powers and agrees to carry out the
obligations and functions of the Operating Agent
as provided in the above Agreement.

For NCB (IEA SERVICES) LTD.:

Annex

SCALE OF CONTRIBUTIONS

(applicable for the first three years of this Agreement)

Contracting Party	Proportion of Annual Contribution generally	Proportion of Annual Contribution for the Clearing House Division for as long as the US Operating Agent is Responsible for the Data Bank Facility
BELGIUM Institut National des Industries Extractives	4.8 %	9.41 %
GERMANY Kernforschungsanlage Jülich G.M.B.H.	19.4 %	38.04 %
ITALY ENTE Nazionale Idrocarburi ..	4.1 %	8.04 %
TURKEY Ministry of Energy and Natural Resources	4.0 %	7.84 %
UNITED KINGDOM National Coal Board	18.7 %	36.67 %
UNITED STATES OF AMERICA United States Geological Survey, Department of Interior	49.0 %	-