

**MEMORANDUM CONCERNING THE HOSTING BY THE IEA  
OF THE SECRETARIAT TO THE INTERNATIONAL PARTNERSHIP FOR ENERGY  
EFFICIENCY COOPERATION (IPEEC)**

The Secretariat of the International Energy Agency (the 'IEA') and the national governmental entities and intergovernmental entities that have signed this Memorandum (collectively the 'IPEEC Members');

Acknowledging that the IPEEC Members signed the Terms of Reference for IPEEC on 24 May 2009 (the 'Terms of Reference');

Noting that IPEEC is independent in terms of financing and its work programme;

Recognising that IPEEC's administrative functions would be best managed through the establishment of a secretariat (the 'IPEEC Secretariat') as well as possible dedicated units for specific Task Groups;

Considering that both IPEEC and the IEA's objectives would be furthered by the opportunities for mutually beneficial networking between the IEA and the IPEEC Secretariat; and

Considering, in this context, the need to precisely define how the IPEEC Secretariat will be hosted by the IEA; Have decided as follows:

### **General Principles**

1. The IPEEC Secretariat will function under the substantive guidance of the Executive Committee (as the term is defined in the Terms of Reference). The IPEEC Secretariat's work programme will be decided by the Executive Committee.
2. The IPEEC Members understand that the IEA will assume no financial responsibility with respect to IPEEC and the IPEEC Secretariat. Except as otherwise decided by the IPEEC Members, all costs related to the functioning and to the staff of the IPEEC Secretariat, including costs linked to the discontinuance of appointments, will be borne by the voluntary contributions of the IPEEC Members and/or other entities approved by the Executive Committee.
3. Subject to availability of sufficient voluntary contributions, the IPEEC Secretariat is intended to undertake the functions outlined for the IPEEC Secretariat in the Terms of Reference.

4. The IPEEC Secretariat, or a unit within it, may also provide similar functions for a given Task Group (as that term is defined in the Terms of Reference), subject to sufficient dedicated voluntary contributions from the IPEEC Members participating in that Task Group.

### **Recruitment and Staffing of the IPEEC Secretariat**

5. Upon the request of, and in consultation with, the Executive Committee, the IEA is expected to conduct the recruitment of personnel for the IPEEC Secretariat in accordance with the then-existing IEA rules and procedures, and in a manner that treats candidates from the countries of the IPEEC Members equally.
6. Upon the request of the Executive Committee, in accordance with the laws of the IEA's host country and then-existing IEA rules and procedures, the IPEEC Secretariat may accept individuals on loan from the IPEEC Members. Each IPEEC Member that loans an individual to the IPEEC Secretariat is to remain responsible for that individual's salary and benefits, including but not necessarily limited to travel and relocation to and from the IEA for the individual to begin and end duty at the IPEEC Secretariat. The IEA and the other IPEEC Members do not bear any financial responsibility for any such costs.
7. All IPEEC staff and individuals on loan from the IPEEC Members will only work within the IPEEC Secretariat. They will not do any work for the IEA.
8. Subject to the terms of this Memorandum, the IEA should ensure that the IPEEC Secretariat is provided with office space equipped to IEA standards. IPEEC Secretariat personnel should have access to support services that the IEA provides to IEA personnel, including but not necessarily limited to legal, personnel and finance, publications and media, information technology, security, cleaning and maintenance, mission travel services and use of meeting space.

## **Funding and Budgetary Procedures**

9. The IPEEC Secretariat and its hosting by the IEA is intended to be fully funded through voluntary contributions by the IPEEC Members and/or other entities as approved by the Executive Committee. Staffing levels and the budget of the IPEEC Secretariat are to be adopted by the Executive Committee in consultation with the IEA Secretariat.
10. The IPEEC Members intend to determine amongst themselves the amount and timing of their respective financial contributions, if any. They note that contributions for the support of the IPEEC Secretariat's hosting by the IEA must be made to the IEA in accordance with the IEA's financial rules and procedures regarding voluntary contributions. The IPEEC Members are encouraged to use a model letter provided by the IEA to facilitate the provision of voluntary contributions.
11. To the extent that the IEA anticipates that IPEEC expenses may exceed the IPEEC Members' contributions there to, the IEA should alert the Executive Committee that contributions appear insufficient for the IPEEC Secretariat to continue planned operations. The Executive Committee should provide guidance to the IEA so as to reduce IPEEC Secretariat expenditures and/or provide additional funds to the IEA so that the IPEEC Secretariat has sufficient funds to continue operations within the IEA. To the extent that the necessary guidance and/or sufficient additional funds are not forthcoming from the IPEEC Members, or the IEA considers such guidance to be insufficient, the IEA may decide to cease to host the IPEEC Secretariat.
12. To the extent that voluntary contributions remain unexpended for the IPEEC Secretariat on 31 December of a given year, they are to be automatically carried forward to the next year in accordance with the IEA's standard procedures, provided, however, that the IEA continues to host the IPEEC Secretariat the next year.

## **Commencement date, operation, modification, continuation and end**

13. Activities under this Memorandum should commence on [date]. Notwithstanding the foregoing, the IPEEC Members acknowledge that the IPEEC Secretariat is not expected to commence

its functions until such time as voluntary contributions from the IPEEC Members have been secured to fund the IPEEC Secretariat up to December 31 2010, which the IEA has estimated to be 1.3 million Euros.

14. The IEA Secretariat and the Executive Committee should meet as necessary to discuss matters involving the practical implementation and operation of this Memorandum.
15. The Memorandum may be modified in writing by consensus between the IEA and the Executive Committee.
16. To the extent that, after activities commence, any national governmental entity or inter-governmental organisation wishes to become an IPEEC Member, it will be asked to sign this Memorandum and be defined as an IPEEC Member for the purposes of this Memorandum. Any new IPEEC Member is to be eligible to have individuals serve in the IPEEC Secretariat, subject to paragraphs 5 to 8 above.
17. This Memorandum may be ended by the IEA or the Executive Committee at any time. They should endeavour to provide no less than twelve months' prior written notice to each other in this event.
18. When an IPEEC Member withdraws from IPEEC in accordance with the Terms of Reference, the withdrawal notice provided thereunder by that IPEEC Member constitutes notice of withdrawal under this Memorandum. Notwithstanding the foregoing, the IPEEC Members should ensure that the IPEEC Secretariat informs the IEA in writing immediately upon notice of such withdrawal. An IPEEC Participant that withdraws from IPEEC is not to receive from the IEA any reimbursement for voluntary contributions that it has previously made.
19. To the extent that the Executive Committee and the IEA have not decided to end the activities under this Memorandum prior to 30 June of any given year, the IEA will, if necessary, initiate a call for funds through the Executive Committee to all IPEEC Members so as to help ensure that the IPEEC Secretariat will have sufficient funds for the following calendar year.

To the extent that the IEA does not receive sufficient funds by 30 September of that given year, the IEA may decide to cease to host the IPEEC Secretariat.

20. If this Memorandum is modified or ended such that the IPEEC Secretariat is no longer hosted by the IEA, the costs of separation of the paid staff of the IPEEC Secretariat from the IEA, as well as all other direct costs linked to the orderly winding-up of this arrangement, are to be borne entirely by the IPEEC Members and/or other entities as approved by the Executive Committee, and they will provide to the budget of the IPEEC Secretariat voluntary contributions to the amount necessary for this purpose as mutually determined between the IEA and the Executive Committee; such contributions are to be made according to the laws and regulations of the respective IPEEC Members. To the extent that there is a surplus with respect to voluntary contributions at the time the IPEEC Secretariat is no longer hosted by the IEA, any unused monies are to be allocated to the IPEEC Members by the IEA in proportion to their respective contributions to the then-current budget. This paragraph is to survive the end of this Memorandum.

21. This Memorandum does not impose, nor is it intended to impose, any legally binding commitments or obligations on the IPEEC Members or the IEA.

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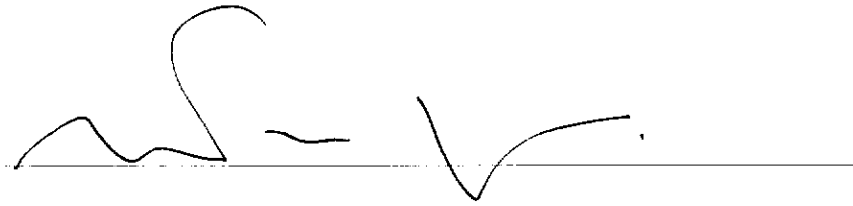
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Ambassador, Richard H. JONES

Representative for International Energy Agency

Date:

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A handwritten signature in black ink, consisting of several fluid, connected strokes, positioned above a horizontal line.

Andre CORREA DO LAGO

Representative for the Ministry of External Relations of the Federative Republic of Brazil

Date: May 24, 2009

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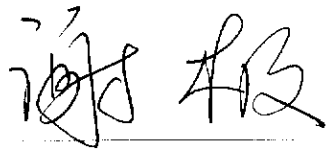
A handwritten signature in black ink, appearing to read "Kevin Stringer", is written over a horizontal line.

Kevin STRINGER

Representative for the Natural Resources Canada

Date: May 24, 2009

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XIE Ji

Representative for the National Development and Reform Commission of the People's Republic of China

Date: May 24, 2009

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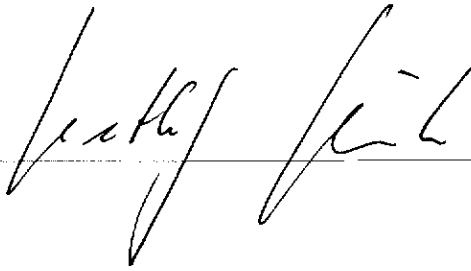
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Pierre-Franck CHEVET

Representative for the Ministry of Ecology, Energy, Sustainable Development and Town and Country Planning  
of France

Date: May 24, 2009

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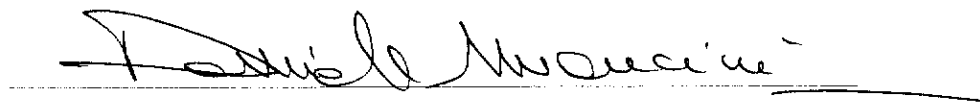
A handwritten signature in black ink, appearing to read 'Detlef Dauke', is written over a horizontal line.

Detlef DAUKE

Representative for the Federal Ministry of Economics and Technology of Germany

Date: May 24, 2009

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A handwritten signature in black ink, reading "Daniele Mancini", is written over a horizontal line. The signature is fluid and cursive.

Daniele MANCINI

Representative for the Ministry of Economic Development of Italy

Date: May 24, 2009

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Toru ISHIDA

Representative for the Ministry of Economy, Trade and Industry of Japan

Date: May 24, 2009

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Tae Hyun CHOI

Representative for the Ministry of Knowledge Economy of Korea

Date: May 24, 2009

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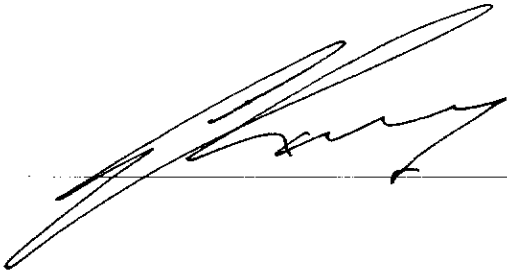
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Aldo FLORES

Representative for the Secretariat of Energy of Mexico

Date: May 24, 2009

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A handwritten signature in black ink, appearing to read 'Sergey Mikhaylov', is written over a horizontal line.

Sergey MIKHAYLOV

Representative for the Ministry of Energy of the Russian Federation

Date: May 24, 2009

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Graham WHITE

Representative for the Department of Energy and Climate Change of the United Kingdom of Great Britain and  
Northern Ireland

Date: May 24, 2009

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David SANDALOW

Representative for the U.S. Department of Energy

Date: May 24, 2009