



National participation in the International Energy Agency Technology Collaboration Programmes Task Participation (the “Agreement”)

THIS AGREEMENT is made on _____ day of [INSERT MONTH] 2023 (“**Effective Date**”)

BETWEEN

- (1) **SUSTAINABLE ENERGY AUTHORITY OF IRELAND**, established by Government under the Sustainable Energy Act 2002, and having its principal office at Three Park Place, Hatch Street Upper, Dublin 2, D20 FX65 (hereinafter referred to as “**SEAI**”) (which expression shall include where the context so admits or requires its assigns and legal successors in title under any restructuring by the Government of Ireland); and
- (2) [INSERT NAME OF COUNTERPARTY], having its principal place of business at [INSERT ADDRESS] (hereinafter referred to as the “**Counterparty**”)

together being the “**Parties**”.

WHEREAS:

- (A) Ireland is a member of the International Energy Agency (“**IEA**”). The IEA has recognised the establishment of Technology Collaboration Programmes (“**TCP**”) as an important component of international cooperation in the field of research and development.
- (B) SEAI is Ireland's national sustainable energy authority. SEAI works with householders, businesses, communities and government to create a cleaner energy future. SEAI’s mission is to be at the heart of delivering Ireland’s energy revolution. SEAI drives the reduction and replacement of fossil fuel usage. SEAI is a knowledge led organisation. SEAI partners with citizens, communities, businesses and Government and are trusted collaborators, innovators, funders and educators.
- (C) SEAI in its role as Ireland’s national energy authority acts as Ireland’s national signatory for the IEA in relation to TCP and their respective implementing agreements. The implementation agreements set up the framework for the co-operative research, development, demonstration and exchange of information between the members of the IEA who sign up to the implementing agreement (the “**Implementing Agreement**”).
- (D) SEAI manages calls for the provision of national participation and representation in IEA TCP (“**Appointment Call**”). As part of the [YEAR] IEA Appointment Call, SEAI invited applications to participate in the IEA TCP. The Counterparty submitted a response to that call. The Counterparty is the current employer of the task participant (the “**Task Participants**” or “**Task Participant**”).

- (E) SEAI and the Counterparty have agreed to enter into this Agreement to regulate their cooperation while participating in the IEA TCP. The Counterparty will receive Approved Costs from SEAI for the Task Participant to attend Task Meetings. In return for the Approved Costs consideration the Task Participant will report to the SEAI National Contact Point on the Task Meetings, and the activities of the Task as further detailed in this Agreement and the Task Participant Letter in the form set out in Schedule 2 (the “**Task Participant Letter(s)**”).

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement (including its Schedules), unless the context otherwise requires, the following words and expressions have the following meanings:

<i>“Agreement”</i>	means this Agreement together with its Schedules.
<i>“Approved Costs”</i>	means the final Eligible Costs approved to be reimbursed by SEAI to the Counterparty as further detailed in Clause 4.5.2 of this Agreement. The Approved Costs shall be paid subject to the provisions of Clause 4.
<i>“Applicable Law”</i>	means all applicable laws, enactments, regulations, regulatory policies, guidelines, codes, regulatory permits and licences applicable under law which are in force from time to time during the term of this Agreement, including the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any regulatory authority or body to which a Party is subject from time to time.
<i>“Costs Proposal”</i>	means the proposal that is issued to SEAI for evaluation prior to incurring costs. The Costs Proposal is all costs to be incurred by the Task Participant and for which reimbursement will be sought from SEAI. The Costs Proposal will follow the Eligible Costs guidelines set out in Schedule 1 and Clause 4 SEAI reimbursement of Approved Costs of this Agreement.
<i>“Effective Date”</i>	means the date of execution of this Agreement.
<i>“Expiry Date”</i>	means the day before the completion of the Task, or the termination of the final Task Participation Letter unless it is otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties. Three years is the maximum duration for the Task (excluding Task extensions).
<i>“Executive Committee”</i>	means the body who provides supervisory control of the TCP as constituted within the relevant Implementing Agreement.

<i>“Eligible Costs”</i>	Eligible costs refers to vouched costs directly incurred by the Task Participant associated with travel to and from relevant IEA TCP Task Meetings which comply with the conditions stated in this Agreement and in Schedule 1 Eligible Costs Guidelines.
<i>“SEAI National Contact Point”</i>	such person or persons nominated by SEAI as the contact point for the TCP from time to time. The SEAI National Contact Point is the national delegate nominated as the primary member of the relevant TCP Executive Committee.
<i>“Operating Agent”</i>	means such person as may be designated by the Executive Committee to lead the implementation of the programme of work and budget for the Task. The Operating Agent may designate one or more Task Leader(s) to carry out this work on its behalf.
<i>“Task”</i>	means the programme of work referred to as [name of the task] and as may be communicated to the Task Participant by the Task Leader and or Operating Agent from time to time.
<i>“Task Participant(s)”</i>	an employee or employees of the Counterparty referenced in the Task Participant Letter(s) in the form set out in Schedule 2.
<i>“Task Participant Letter(s)”</i>	The letter(s) in the form set out in Schedule 2.
<i>“Task Leader”</i>	means such person or persons designated by the Executive Committee of the TCP to perform functions on behalf of the Task Participants in the implementation of a Task. The Task Leader shall assist the Task Participants in executing the Task in accordance with the relevant Implementing Agreement, any specifications and conditions approved by the Executive Committee or Task Participants, and any applicable laws.
<i>“Task Meeting”</i>	means the meetings organised by the Task Leader and attended by the Task Participants to discuss the activities of the Task and contribute to the collective efforts of the Task in accordance with the programme of work for that Task.
<i>“Term”</i>	means the period commencing on the Effective Date and expiring on the earlier of: <ul style="list-style-type: none"> (a) The Expiry Date; or (b) The Termination Date.
<i>“Termination Date”</i>	means the date upon which this Agreement is terminated in accordance with its terms.

1.2 Interpretation

Save to the extent that the context or the express provisions of this Agreement otherwise require:

- (a) The headings are for convenience only and shall not affect the interpretation hereof.
- (b) Unless the context otherwise requires, words importing the singular only shall include the plural and vice versa.
- (c) Words importing a particular gender include all genders.
- (d) A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- (e) a reference to a "person" includes any natural person, firm, partnership, corporation, unincorporated association, trust, governmental or agency, or other entity.
- (f) any undertaking by a Party not to do any act or thing includes an undertaking not to permit or suffer the doing of that act or thing.
- (g) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for preparing this Agreement or any part of it.
- (h) the words "includes", "in particular", "for example" or any similar expression must be construed as illustrative and read as if followed by the words "without limitation".

2. DURATION

2.1 This Agreement shall commence on the Effective Date and shall continue until the duration of the Term.

2.2 The Agreement may be extended by written agreement between the Parties. There shall be no extension without the prior written consent of both Parties. If an extension is agreed between the Parties before the end of the Term, the duration of the extension will be, at most, until the Expiry Date of the Task.

2.3 On termination or expiry of this Agreement for whatever reason all rights and obligations of the Parties under this Agreement, and all terms of the Agreement, shall automatically terminate except for:

- (a) Any obligations and/or rights of action which may have accrued prior to termination;
- (b) Any obligations and/or rights of any Party which otherwise relate to or may arise at any future time from any breach or non-observance of obligations under this Agreement which arose prior to the date of termination or expiry;
- (c) any obligations of the Parties which survive the termination or expiration of this Agreement, including the confidentiality and indemnity provisions of this Agreement.

3. DUTIES OF THE COUNTERPARTY

- 3.1 The Counterparty undertakes to perform its obligations arising from this Agreement with due care, skills and diligence.
- 3.2 The Counterparty shall ensure that each Task Participant signs a Task Participant Letter in the form set out in the Schedule 2 and as provided by SEAI prior to the Effective Date of this Agreement.
- 3.3 The main duties of the Task Participant in respect of the Task are set out in the Task Participant Letter.
- 3.4 The Counterparty shall procure that the Task Participant shall comply with all Applicable Laws in respect of the Task.
- 3.5 The Counterparty shall at all times remain the employer of the Task Participant throughout the Term of the Agreement. The Counterparty shall remain the employer of the Counterparty for the Term of this Agreement, unless such employment is terminated by either the Counterparty or the Task Participant in which case the Counterparty shall immediately inform the SEAI National Contract Point of the termination of the Task Participant's employment.
- 3.6 The Task Participant shall remain at all times an employee of the Counterparty and nothing in this Agreement or any Task Participant Letter shall constitute or establish a relationship of employer/employee, agency or employment between the Task Participant and SEAI.
- 3.7 The Parties agree to cooperate with one another and to use all reasonable endeavours to fulfil their respective obligations and their joint obligations under this Agreement. Each Party will keep the other informed of any developments in relation to the Agreement, any relevant communications received from other parties in relation to the Task or this Agreement.

4. COSTS

- 4.1 SEAI will pay, directly to the IEA TCP, the validly incurred and vouched annual country TCP membership and Task membership fees.
- 4.2 SEAI will reimburse Approved Costs to the Counterparty provided the provisions of clauses 4.3, 4.4 and 4.5 are complied with.

4.3 Costs Proposal

If a Task Participant wants to attend a Task Meeting in person, they must submit a costs proposal to their National Contact Point within SEAI for consideration and approval at least six weeks in advance of the Task Meeting or within a week of the Task Meeting being announced, whichever is the lesser. This costs proposal will set out clearly all costs to be incurred by the Task Participant and for which reimbursement will be sought from SEAI. The costs proposal will follow the Eligible Costs guidelines set out in Schedule 1. If meals or accommodation is already being provided by the meeting's organiser this will need to be stated to SEAI and no reimbursement claimed for these (the "**Costs Proposal**").

4.4 Purchase Order

- 4.4.1 Once the Costs Proposal has been reviewed and approved by SEAI, SEAI will issue a purchase order to the Task Participant. If no Cost Proposal is submitted to the SEAI National Contact Point, SEAI will not guarantee the reimbursement of costs.

4.4.2 The Task Participant must be in receipt of a purchase order prior to making any travel and accommodation bookings.

4.5 Reimbursement of the Approved Costs

4.5.1 An expense claim, with the corresponding receipts, shall be submitted by each Task Participant, within three months, following the participation in a Task Meeting. The expense claim will be assessed by SEAI. A copy of the expense claim form will be provided to the task participant by SEAI.

4.5.2 SEAI shall, subject to the compliance with the terms of this Agreement, in particular clauses 4.3 and 4.4, the Eligible Costs guidelines set out in Schedule 1 and the Task Participation Letter, pay the expense claim to the Counterparty for the participation in the IEA TCP activities (the “**Approved Costs**”).

4.5.3 The Approved Costs will be paid by SEAI on a reimbursement basis only.

4.5.4 The Approved Costs will be reimbursed via bank transfer to the account of Counterparty.

4.5.5 Task Participants are expected to consider value for money when deciding to attend a particular meeting. SEAI supports single attendance by Irish participants for each TCP meeting. If more than one Irish representative requests attendance at a meeting then this requires exceptional approval by the National Contact Point, taking available budget into consideration. The request for an additional attendee may be escalated to the SEAI Head of Department, if required.

4.5.6 If a Task Participant is unable to attend a Task Meeting then they may nominate an expert in the Counterparty’s organisation to attend on their behalf following prior written approval via email by the National Contact Point. If the request is approved by SEAI, the nominated expert is entitled to the reimbursement of costs incurred for their travel expenses on the same basis as the appointed Task Participant, as described in this Agreement.

5. TERMINATION

5.1 SEAI, at its absolute discretion, may terminate this Agreement, without liability for compensation or damages, by giving one month notice in writing to the Counterparty.

5.2 If a Task Participant wishes to withdraw from the Task, they should email the SEAI National Contact Point and iea@seai.ie to confirm in writing.

5.3 SEAI, at its absolute discretion, may terminate the Agreement, if sufficient budget is not available to fund the participation in the Task.

5.4 SEAI shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the occurrence of any of the following:

(i) the Task Participant’s employment with the Counterparty is terminated.

(ii) the Counterparty and/or the Task Participant is in breach of any term, or condition, of this Agreement.

- (iii) the Counterparty and/or the Task Participant provides SEAI with any materially misleading or inaccurate information.
- (iv) the Counterparty and/or the Task Participant undertakes activities which SEAI considers are at risk of bringing the reputation of Ireland, or SEAI, into disrepute in their participation in the Task.
- (v) the Counterparty and/or the Task Participant is guilty of any fraudulent act or any criminal activity or commits any negligent act or omission in the performance of this Agreement.
- (vi) the Counterparty, its holding company or any of its subsidiaries, is, or is threatened to be, insolvent or SEAI considers that there is a real risk that such insolvency may occur.
- (vii) SEAI considers it necessary to do so in order to comply with Irish and/or European public procurement and/or State aid law or to settle any related complaint, litigation and/or investigation.

6. CONFIDENTIALITY

6.1 Access to Information

SEAI will make available to the Counterparty and its employees including the Task Participant any information or data reasonably required by the Counterparty to enable it to fulfil its obligations under this Agreement.

6.2 Confidential Information

- (a) In this Agreement, “**Confidential Information**” means all data or information (whether or not recorded in documentary form, or stored on any disk or memory (whether virtual, hard storage or otherwise)) which is not in the public domain and/or is treated by SEAI as confidential (which shall always include matters relating to Intellectual Property), and which relates to the business, methods, products, research and development projects, affairs, business contacts, business opportunities and finances of SEAI from time to time; and trade secrets including, without limitation, technical data and know-how relating to the business of SEAI.
- (b) For the purposes of the above definition of Confidential Information, “**Intellectual Property**” means all rights in inventions, designs, ideas, concepts, innovations, algorithms, rights in computer software, copyright, patents, utility models, trademarks, trade dress, get up, design rights, database rights, proprietary information rights, and all other intellectual property or similar rights and in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and
- (c) Except as specifically authorised by an authorised officer of SEAI or individual SEAI policies, the Counterparty shall not, and shall procure that the Task Participant shall not, either during or after the term of this Agreement, use Confidential Information for any purpose other than the proper performance of the Agreement.

- (d) The Counterparty shall not, and shall procure that the Task Participant shall not, at any time, whether during the Agreement Period or after the termination or expiry of this Agreement and/or the Agreement, use for personal benefit or disclose at any time to third parties any Confidential Information which is acquired about SEAI and any affiliates, or any of their existing or potential business contacts.
- (e) Upon termination or expiry of this Agreement and/or the Agreement, the Counterparty undertakes to:
 - (i) return to SEAI or procure the return of all documents, notes, records or material of any type in its possession or under its control or in the possession or under the control of its employees, which relate to the business of SEAI.
 - (ii) if so requested by SEAI, delete all Confidential Information from any laptop, computer, memory stick, computer disks or other re-usable material in the Counterparty's possession or under the Counterparty's control and destroy all other documents and tangible items in the Counterparty's possession or under the Counterparty's control which contain or refer to any Confidential Information; and
- (f) The Counterparty must not publish any literature, deliver any lecture or make any communication to the media (including the press, radio, television or the internet) relating to the Agreement without the prior consent of SEAI.

6.3 For the avoidance of doubt, Confidential Information shall not be deemed to be in the public domain merely because it is known to a limited number of third parties. In addition, any combination of elements of the Confidential Information shall not be deemed to be in the public domain merely because individual elements of the Confidential Information are in the public domain but only if the combination is in the public domain.

6.4 This Agreement does not affect the ownership of any Intellectual Property of SEAI or in any other technology, design, work, invention, software, data, technique, know-how, or materials. The Intellectual Property in them shall remain the property of the Party that contributes them during the Agreement (or its licensors). No licence to use any Intellectual Property is granted or implied by this Agreement except the rights expressly granted in this Agreement.

7. DATA PROTECTION

7.1 In this Agreement, "**Data Protection Law**" means all applicable data protection and privacy legislation in force from time to time in Ireland including:

- 7.1.1 the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR");
- 7.1.2 the Data Protection Acts 1988 to 2018;
- 7.1.3 the Privacy and Electronic Communications Directive 2002/58/EC (as amended) (the "ePrivacy Directive") and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011;
- 7.1.4 the Data Sharing and Governance Act (DGSA) 2019;
- 7.1.5 any other European Union legislation relating to personal data;

- 7.1.6 all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
- 7.1.7 any successor or replacement to the laws set out above; and
- 7.1.8 the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

“Controller”, “Processor”, “Data Subject” and “Personal Data” and “Processing” shall have the meanings given to them in Applicable Data Protection Law.

7.2 For the purposes of this Agreement, it is acknowledged and agreed by the Parties that the Parties act as separate and independent Controllers (as such term is defined in Data Protection Law) in relation to any Personal Data they process in the course of the performance of this Agreement. Each Party shall:

- (a) comply with its respective obligations under Data Protection Law in relation to this Agreement;
- (b) promptly provide each other such reasonable cooperation, information and assistance as required from time to time to enable such other Party to comply with its obligations under Data Protection Law; and
- (c) not knowingly perform its obligations under this Agreement in such a way as to cause the other to breach any of its obligations under Data Protection Law.

7.3 In the event that either Party processes personal data on behalf of the other, the Parties will enter into an agreed form of Data Processing Agreement.

8. FREEDOM OF INFORMATION AND ACCESS TO INFORMATION ON THE ENVIRONMENT

8.1 In circumstances where SEAI is subject to the provisions of the Freedom of Information Act, 2014, the (“**FOI**”) or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014 (“**AIE**”), (as each is amended from time to time) then in the event of SEAI receiving a request for information related to this Agreement, SEAI shall consult with the Counterparty and/or the Task Participant in respect of the request, where it is deemed necessary.

8.2 The Counterparty and/or the Task Participant should be aware that information provided by them under this Agreement may be liable to be disclosed under the FOI and AIE legislation. The Counterparty and/or the Task Participant shall specifically identify any information that is not to be disclosed on grounds of confidentiality or other exemption such as commercial sensitivity and shall state the reasons for this sensitivity. SEAI will use reasonable endeavours consult with the Counterparty and/or the Task Participant about this confidential or sensitive information before making a decision on any request received under the FOI and AIE legislation. SEAI accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

9. STATUS AND TAX LIABILITIES

- 9.1 Nothing in this Agreement shall constitute a partnership between the Counterparty and SEAI nor create the relationship of employer and employee between SEAI and the Task Participant.
- 9.2 The Task Participant's contract of employment with the Counterparty shall remain in force for the duration of the Agreement and the Task Participant will remain employed, salaried and paid by the Counterparty.
- 9.3 The Counterparty shall indemnify on demand and keep indemnified SEAI against any claim arising from any taxes (including but not limited to income tax, PRSI, USC or any other deductions required by law and any interest and penalties thereon) not properly withheld by the Counterparty.

10. LIABILITIES AND INSURANCE

- 10.1 The Counterparty shall indemnify on demand and keep indemnified SEAI against any and all proceedings, actions, losses, liabilities and/or costs arising (whether directly or indirectly) from the Task Participant's employment by the Counterparty including the termination of that employment and/or the termination of the Agreement howsoever arising, unless the termination of the Agreement results directly from SEAI's decision to terminate the Agreement otherwise than in accordance with this Agreement and/or the applicable agreements under the Implementing Agreement including without limitation:
- (a) Any claim by the Task Participant that they are an employee of SEAI;
 - (b) Any claims in respect of the termination of the employment of the Task Participant by the Counterparty including claims for unfair dismissal, discriminatory dismissal, wrongful dismissal, notice, redundancy or any claims for termination payments (including any claims for statutory and/or ex-gratia redundancy payments);
 - (c) Any claim for redress under statute (including but not limited any claim under the Employment Equality Acts 1998 to 2015, the Organisation of Working Time Act 1997 and the Protection of Employees (Fixed-Term Work) Act 2003);
 - (d) Any claim by the Task Participant that SEAI owes obligations to such Task Participant under any applicable law relating to employment matters including but not limited to the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 or otherwise in connection with the matters contemplated by this Agreement;
 - (e) The Counterparty agrees to indemnify SEAI against all costs, claims, liabilities, losses, actions, expenses, demands and/or damages (collectively, "**Losses**") suffered or incurred by SEAI in relation to the negligent performance by the Counterparty or any of its employees agents or contractors, including for the avoidance of doubt the Task Participant, of the provisions of this Agreement relating to the use of SEAI's Intellectual Property save to the extent that any such Losses arise as a result of any negligent act or omission of SEAI or SEAI's breach of this Agreement or breach of statutory duty;
 - (f) The Counterparty shall be liable for and shall fully indemnify SEAI for and in respect of all and any losses, claims, demands, damages or expenses which SEAI may suffer due

to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Counterparty and the Task Participant, its employees, subcontractors or agents or any of them or as a result of the Counterparty's or Task Participant's failure to exercise skill, care and diligence as outlined above. The terms of this clause shall survive termination of this Agreement for any reason.

- (g) Neither Party shall be liable to the other in contract, tort or otherwise for any indirect or consequential losses howsoever caused, arising out of or in connection with the Agreement;
- (h) Any Intellectual Property of a Party which is made available to the other Party and/or used in the Agreement, including but not limited to any advice or information given by a Party or any of its personnel, or the content or use of any results, know-how, materials, works or information provided in connection with the Agreement, is provided on an "as is" basis. The Counterparty and SEAI each make no representations or warranties, express or implied, including but not limited to any warranty of accuracy, completeness, performance, merchantability, fitness for a particular purpose, commercial utility or non-infringement save where any such claim arises as a result of the actions of omissions of SEAI or any of its employees or officers.

10.2 The Counterparty shall maintain full and comprehensive insurance policies for the duration of this Agreement in respect of its proposed and actual activities under or in connection with this Agreement in accordance with prudent commercial practice. Including commercial general liability insurance, public liability insurance, employers' liability insurance, and any other insurance policies as reasonably required by SEAI.

10.3 Upon request, the Counterparty shall provide to SEAI evidence of the existence of such insurance policies (referred to at clause 10.2), of the terms of such policies, and of payment of the current annual premium thereof.

11. NOTICES

11.1 Notices by either of the Parties hereto must be given in writing by post or e-mail. Notices given by letter must be addressed to the other Party at its registered office or principal place of business for the time being and any such notice given by letter shall be deemed to have been given at the date on which the letter would have been delivered in the ordinary course of postal transmission as the case may be. Notices given by e-mail shall be deemed to have been served upon production of the sender's email system of a delivery receipt (or equivalent) confirming delivery of the communication to the correct e-mail address. The e-mail address of each Party for the purpose of the giving of notices under this Agreement are as follows:

SEAI:

Head of Department, Research and Technology

SEAI, Three Park Place, Hatch Street Upper, Dublin 2, Ireland, D02 FX65

Email:

Counterparty:

[INSERT NAME], [TITLE IN COUNTERPARTY] [ADDRESS OF PERSON IN COUNTERPARTY]

Email: [INSERT EMAIL]

12. ELECTRONIC EXECUTION

Each Party expressly consents to the electronic execution (and witnessing) of this Agreement, to the provision of any information in connection with this Agreement by electronic means, and to the retention and use of the executed Agreement as an electronic original. Each Party also confirms that any electronic signature inserted on this Agreement by (or on behalf of) such Party was inserted by the relevant signatory for the purpose of signing and authenticating this Agreement.

13. ENTIRE AGREEMENT

This Agreement (including its Schedules) sets out the entire agreement of the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Nothing in this clause operates to limit or exclude any liability for fraud.

14. COUNTERPARTS

14.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same document. Facsimile execution and delivery (including electronic delivery) of this Agreement shall be legal, valid and binding execution and delivery for all purposes.

14.2 This Agreement may be executed by any form of electronic signature, which will be considered as an original signature for all purposes and will have the same force and effect as an original signature.

14.3 An electronic signature is conclusive evidence of a Party's intention to be bound by this Agreement and has the same legal validity and enforceability as a wet ink signature for all purposes.

14.4 An executed copy of this Agreement may be retained in electronic form and such electronic form will constitute an original of this Agreement and may be relied upon as evidence of this Agreement.

15. DISPUTES

15.1 If a Party has any issues, concerns or complaints in relation to any issue arising out of or in connection with this Agreement, that Party shall notify the other Party and the Parties shall then seek to resolve the issue through prompt and amicable consultations between the SEAI National Contact Point and the Counterparty.

15.2 If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Chief Executive (or equivalent officer) or a nominated representative of the Chief Executive (or equivalent officer) of each Party then holding office who shall respectively

use their reasonable endeavours to resolve such matter. If they agree upon a resolution or disposition of the matter, they shall jointly execute a statement setting forth the terms of such resolution or disposition which shall be fully and promptly carried into effect.

- 15.3 The Counterparty may not instigate legal proceedings in relation to any dispute arising out of or in connection with this Agreement, including the interpretation or fulfilment of any of its provisions, until it has sought, in good faith, to resolve the dispute in accordance with clauses 15.1 and 15.2 and fully engaged with the corresponding dispute resolution procedures. Where the Parties are unable to resolve any dispute which may arise under or in connection with this Agreement through such good faith efforts, SEAI reserves the right to refer the matter to mediation upon notice in writing to the Counterparty with the costs associated with any mediation being borne equally by the parties. The final decision of who will act as mediator will be mutually agreed upon between the Parties or in the absence of such agreement the decision as to who to appoint as mediator will be referred, upon the request of either Party, to the President for the time being of the Chartered Institute of Arbitrators.

16. PARTNERSHIP

The relationship of the Parties under this Agreement is that of independent contractors. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between the Parties, constitute any Party the agent, employee, representative, joint venture or partner of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party. This Agreement does not give a Party the authority to obligate or bind the other Party or to incur any liability on behalf of the other Party.

17. SEVERANCE

If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such term or provision (or part thereof) shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

18. VARIATION

No variation of the Agreement shall be effective unless it is in writing, duly executed by both Parties and delivered by the Parties. This Agreement is personal to the Parties and may not be assigned, unless all Parties agree in writing.

19. WAIVER

A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of any other provision of this Agreement. Failure of a Party to enforce at any time or from time to time any provision of this Agreement shall not be construed as a waiver thereof.

20. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Ireland and each of the Parties hereto submits to the exclusive jurisdiction of the Irish Courts as regards any claim or matter arising under this Agreement.

Schedule 1

Eligible Costs guidelines

1. Introduction

This Schedule sets out SEAI's policy in relation to travel, accommodation, subsistence and expenses for Task Participants. The policy covers general regulations for travel and subsistence in Ireland and abroad and guidelines, where applicable, for air travel, train travel, accommodation and other general travel related expenses. While comprehensive, this document cannot address every situation that may arise. The SEAI National Contact Point should be contacted in advance of travel for advice on any situation that is not covered by this document.

2. DPER Rates

Expenses reimbursement for accommodation and subsistence will be capped by the corresponding rate provided in the most recent Circular from the Department of Public Expenditure and Reform ("**DPER**"). SEAI will cover the costs of up to three meals per day depending on the duration of the Task and the meal(s) already provided by the meeting's organiser, if any. Only in exceptional cases may SEAI consider reimbursing more than the DPER rate. In such situations, the Task Participant should make the case for it to the SEAI National Contact Point before making any travel arrangements. SEAI will assess, on a case-by-case basis, the Task Participant's request and may grant approval for an exceptional increase of the reimbursement cap. Only after SEAI approval can the Task Participant make travel arrangements.

3. Submitting Expense Claims

3.1 The Counterparty shall procure that the Task Participant shall:

- (a) complete the new vendor set up form when submitting the first expense claim under this Agreement. The set up form details the bank account details and is to be provided with the first claim only. This new vendor set up form will be provided to the Task Participant by SEAI.
- (b) ensure that the expense form contains Eligible Costs that have followed the procedure set out in Clause 4 of the Agreement.
- (c) submit, as soon as possible after the event, only Eligible Expenses that have been incurred wholly, exclusively and necessarily for the purpose of the Task Meeting participation. Expense claims must be submitted within 3 months of the expense being incurred.
- (d) submit all relevant receipts and documentation with the expense claim.
- (e) ensure that the expense claim workbook is completed with accurate information. The expense claim workbook summarising the travel expenses incurred for each Task Meeting. A single workbook should be used for each Task Participant and a tab should be created for each Task Meeting attended. The workbook will be provided to the Task Participant by SEAI .

- (f) ensure that no claim in respect of the same period has been, or will be, made elsewhere. Task Participants are required to sign a declaration in relation to this with their expense claim.

4. General Principles

- 4.1 A condition for Eligible Costs to be reimbursed is to provide the corresponding receipts to SEAI along with each claim. Proof of attendance may be required.
- 4.2 The Task Participant is expected to exercise moderation in the choice of travel, hotel and other expenses.
- 4.3 Only economy fares are eligible for air and rail travel. Use of public transportation should be maximised. All travelling duties should be planned and managed to reduce the total amount of travel, to make prudent travel decisions and keep costs within reasonable limits.
- 4.4 The expense to be incurred should be necessary. The expense incurred should represent best value for money.
- 4.5 The Task Participant should ensure that the maximum lead time is given for all bookings as short notice may lead to non-availability or additional cost. Frequent flyer points should not be allowed to influence decisions taken in relation to the carriers used for official business.
- 4.6 The Task Participant will not be entitled to reimbursement of travel expenses for business absences less than 8 km (5 miles) from the office or Task Participant's home (when travelling directly from home) unless otherwise stated.
- 4.7 The Task Participant will not be entitled to reimbursement of travel expenses for business absences less than 5 hours (time spent in the office or on journeys between the office and home will not count towards the qualifying 5-hour period).

5. Public Transportation

- 5.1 Public transportation (i.e., rail or bus, including buses run by private operators) should be availed of by the Task Participant wherever appropriate. Where public transportation is used, the most cost-effective ticket available should be purchased and should be furnished in support of the travel claim.
- 5.2 As a general rule, taxis should not be used for travel to or from an airport if public or private coach services are available.
- 5.3 The Task Participant attending meetings abroad should use public transportation to and from the airport to the hotel or meeting centre. Taxis may be used where there is a perceived risk to personal safety (e.g., when arriving and departing at unsociable hours), where there is a likelihood of missing a flight due to a delayed meeting, where it is not practical to use public transportation due, for example, to the location of the hotel or meeting room, or where an employee is carrying a significant amount of luggage.

6. Other Transportation

- 6.1 Only in exceptional cases can mode of transport other than public transportation be used. In such case, the Task Participants should contact the SEAI National Contact Point for prior approval before making any arrangement and incurring any cost.
- 6.2 Vouched taxi expenses incurred on business can be claimed through the usual expense claim process only where public transport is not available or its use would be inappropriate. Only the taxi fare and tolls are claimable (tips cannot be claimed).

7. Receipts

Reimbursement will be based on expenses incurred thus receipts must be provided for each expense claimed. Expense claims without the appropriate backup and receipts will not be reimbursed by SEAI.

8. Air Travel

- 8.1 If amendments to flights after bookings have been made the task participant should first submit the proposed change to the SEAI National Contact Point for authorisation and provide an estimation of the additional costs involved. This authorisation is required prior to any changes being arranged.
- 8.2 The mode of travel is economy class. Task Participants should endeavour to make travel arrangements sufficiently far in advance where possible to ensure access to the lowest possible fares.
- 8.3 The extension of business travel for personal reasons is discouraged. In the exceptional circumstances where a trip is to be extended, the claimant must demonstrate that legitimate business was the primary purpose of the trip and seek prior approval from the SEAI National Contact Point. Additional costs associated with the extension must be borne directly by the Task Participant.
- 8.4 In the event of a meeting being cancelled or if, for some reason, a Task Participant is unable to travel, SEAI should be immediately contacted before any other action is taken. SEAI will assess the non-cancellable travel costs incurred and will determine on a case-by-case basis if these cancellation costs will be covered by SEAI under the Agreement.

SCHEDULE 2

Form of Task Participant Letter

[INSERT NAME OF TASK PARTICIPANT]

[INSERT ADDRESS]

[XXX] [MONTH] 2023

Dear [Insert Name],

Further to our recent discussions, we are writing to confirm your appointment to the role of Task Participant in relation to the National participation in the International Energy Agency Technology Collaboration Programmes. Task Participation dated on or about the date of this letter (the “**Agreement**”). In this Task Participant Letter, except as otherwise defined herein, terms defined in the Agreement shall have the same meaning when used in this Task Participant Letter.

For the avoidance of doubt, you will remain an employee of [INSERT NAME OF COUNTERPARTY] (the “**Counterparty**”) throughout the [INSERT NAME OF TASK] (being the “**Task**”) and the time spent on working on the Task shall count as part of your period of continuous employment with the Counterparty.

Except as provided below, your terms and conditions of employment, as set out in your contract of employment with the Counterparty, will remain unchanged.

1. Your main point of contact will be the SEAI National Contact Point, or such other individual as SEAI may determine from time to time.
2. You shall comply with all applicable laws in respect of the Task.
3. You shall:
 - (a) attend and participate in meetings organised by the Task Leader (online or in-person). Typically, two Task Meetings and two brief meetings per year, which may take place online. If the Task Participant cannot attend a meeting, she/he may nominate an expert from the Counterparty to attend on their behalf (subject to SEAI prior written approval).
 - (b) contribute to and participate in the Task as agreed with the Task Leader. Provide, occasionally, information from Task participation, in electronic format or over the phone, as requested by the National Contact Point, for posting on the SEAI website.
 - (c) assisting in dissemination of Task information to interested groups in Ireland. This could include presenting updates on relevant activities to meetings and conferences in Ireland and as agreed with the National Contact Point.

- (d) preparing country reports as and when required by the Task Leader.
 - (e) co-ordinating Task Meetings in Ireland, if authorised, and with the assistance of the National Contact Point.
4. The reporting duties of the Task Participant are the following:
- (a) Within four weeks of each Task Meeting, the Task Participant who attended the meeting will provide a short summary report to the National Contact Point on the outcomes and key actions discussed during the meeting.
 - (b) Twelve months after joining the Task (at the latest or earlier if required by the National Contact Point), the Task Participant will provide a briefing presentation or an annual summary report on the Task activities that occurred during the year including:
 - i. Listing and short description of the meetings attended, and actions implemented.
 - ii. Summary of the main Task outcomes, research findings and implications for Ireland.
 - iii. Recommendations by the Task Participants for policymakers in Ireland.
 - iv. Outlook on activities and research focus for the upcoming year.
 - (c) The date for delivery of the annual summary report may be amended by the National Contact Point depending on the requirement of the programme.
 - (f) Reporting templates for the annual summary and the short meeting summary reports will be provided by SEAI.
5. Your appointment as Task Participant will terminate immediately if (a) you cease to be employed by the Counterparty for whatever reason (including but without limiting the generality of the foregoing your own voluntary resignation); or (b) where the Agreement between the Counterparty and SEAI terminates; or (c) the Term of the Task expires.
6. For the avoidance of doubt, you shall not be an employee of SEAI during the Term of the Task.
7. You shall remain subject to the Counterparty's employment policies during the Term of the Task, including the Counterparty's sick leave policy and annual leave policy and all policies relating to terms and conditions of employment, in addition to your contractual entitlements under your contract of employment with the Counterparty.
8. The Counterparty will provide relevant information about you, including your personal data, to SEAI in connection with the Task. SEAI will process such information in accordance with applicable data protection law.
9. If a Task Participant wishes to withdraw from the Task, they should email the SEAI National Contact Point and iea@seai.ie to confirm in writing.
10. Without prejudice to any other duty owed to the Counterparty you agree that:

- (a) you shall not during the Term of the Task have the authority to enter into or conclude contracts or to bind SEAI to any obligation or commitment whatsoever during the Term of the Task;
- (b) you shall not during the Term of the Task without the express written approval of SEAI do any act or thing outside the ordinary course of business of SEAI or commit SEAI to any obligation or commitment, or act in contravention of or inconsistent with any internal regulations adopted from time to time by SEAI and notified in writing to you;
- (c) you shall not use, divulge or communicate to any person (other than those whose province it is to know the same or with authority from SEAI) any Confidential Information which you may have received or obtained during the Term of the Task. This restriction shall continue to apply after the termination of the Task (however occasioned) without limit in time, but shall cease to apply to information or knowledge which may come into the public domain otherwise than through your unauthorised disclosure or fault;
- (d) on the termination of the Task you shall upon request from SEAI return to any or all of them all materials, whether documentary or otherwise, together with copies thereof containing Confidential Information and you shall not take further copies of any of the above mentioned documents or materials after termination of the Task;
- (e) if so requested by SEAI, delete all Confidential Information from any laptop, computer, memory stick, computer disks or other re-usable material in your possession or under your control and destroy all other documents and tangible items in your possession or under your control which contain or refer to any Confidential Information; and
- (f) where you shall have obtained Confidential Information from any third party under an agreement which includes any restriction on disclosure made known to you shall not without the prior consent of SEAI (whether during the term of the Placement or after its termination or for whatever cause) infringe such restrictions.

For the purposes of this Letter:

“Confidential Information” means all data or information (whether or not recorded in documentary form, or stored on any disk or memory (whether virtual, hard storage or otherwise)) which is not in the public domain and/or is treated by SEAI as confidential (which shall always include matters relating to Intellectual Property), and which relates to the business, methods, products, research & development projects, affairs, business contacts, business opportunities and finances of SEAI from time to time; and trade secrets including, without limitation, technical data and know-how relating to the business of SEAI.

“Intellectual Property” and means all rights in inventions, designs, ideas, concepts, innovations, algorithms, rights in computer software, copyright, patents, utility models, trade-marks, trade dress, get up, design rights, database rights, proprietary information rights, and all other intellectual property or similar rights and in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Please sign, date and return to Sustainable Energy Authority of Ireland by [INSERT DATE] 2023 the attached copy of this letter to indicate your acceptance of the role of Task Participant for the Task and your agreement to the terms and conditions of this letter.

Yours sincerely,

Agreed for and on behalf of
Sustainable Energy Authority of Ireland

Name: [INSERT NAME] [INSERT TITLE]

Agreed for and on behalf of
the [INSERT COUNTERPARTY NAME]

Name: [INSERT NAME/Note signature of Task Participant will not be accepted] [INSERT TITLE]

FORM OF ACCEPTANCE

I hereby accept the role of Task Participant on the terms and conditions set out in this letter. I acknowledge and accept that the above letter is a variation of the terms and conditions of my employment with the Counterparty.

Signed: _____

Name: [INSERT TASK PARTICIPANT NAME]

Dated: _____

IN WITNESS whereof this Agreement was entered into the day and year first above written.

Signed by [INSERT NAME], [INSERT TITLE], duly
authorised to sign this Agreement on behalf of
SUSTAINABLE ENERGY AUTHORITY OF IRELAND:

Date:

Signed by [INSERT NAME/ Note signature of Task Participant will not be accepted],
[INSERT TITLE], duly authorised to sign this Agreement on behalf of
[INSERT COUNTERPARTY]:

Date: