

AGREEMENT OF AFFILIATION
OF
THE GEOTHERMAL RESEARCH SOCIETY OF JAPAN
WITH
THE INTERNATIONAL GEOTHERMAL ASSOCIATION
(2008-2011)

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This Agreement, dated this 11th day of October 2007, sets forth the general provisions and the specific obligations under which the IGA Special Committee of the Geothermal Research Society of Japan (the Special Committee hereinafter indicated with the abbreviation IGAJ) will be an Affiliated Member of the International Geothermal Association (hereinafter indicated with the abbreviation IGA).

Article 1 PREAMBLE

- 1.1 IGA is incorporated in New Zealand since July 1988. The Secretariat of IGA is located in Reykjavik, Iceland. It is a non-political and non-profit Association designed to operate worldwide in the field of geothermal energy, and IGA is a Non Governmental Organization in special consultative status with the Economic and Social Council of the United Nations.
- 1.2 IGA's purposes are to encourage, facilitate and, when appropriate, to promote the coordination of activities related to worldwide research, development and application of geothermal resources.
- 1.3 A copy of the Charter, Rules of Incorporation and By-laws under which the IGA was legally constituted and is governed at present is annexed to this Agreement as Annex I.
- 1.4 IGAJ is a non-political and non-profit Association, registered in Tokyo and is designed to operate in Japan.
- 1.5 IGAJ's purpose is to facilitate geothermal research, to promote utilization of the earth's heat and to conduct educational activity in the geothermal sector in Japan.
- 1.6 A copy of the By-laws under which the IGAJ was legally constituted and is governed is enclosed here as Annex 2.
- 1.7 The IGA and the IGAJ recognize that their statutes are similar in scope and objectives and are aimed at carrying out educational, informational and scientific activities directed at fostering research and development of geothermal energy.

Article 2 AFFILIATION

The two Parties (IGA and IGAJ) agree that the IGAJ will be an Affiliated Organization of IGA under the following provisions.

- 2.1 Conditions stated in points 1.1) through 1.7) are a substantive part of this Agreement;

2.2 Upon compliance with the terms set forth in this document of Agreement:

- a) IGAJ accepts to be an Affiliated Organization of the IGA in Japan, under the provisions set forth in Article 5 of the IGA By-laws;
- b) IGA accepts that IGAJ is and represents an Affiliated Organization of the IGA in Japan.

Article 3 TERM OF AFFILIATION

This Agreement covers affiliation for the calendar years 2008 through 2011. However, either Party may cancel this affiliation at the end of any year upon written notice submitted at least 120 days prior to end of that year.

Article 4 MEMBERSHIP IN IGA

Throughout the term of this affiliation, all IGAJ Members (either Individual Members or Members belonging to Corporations and Institutions, affiliated with IGAJ) shall be considered as Individual Members of IGA, as such are defined in IGA's Charter and By-laws, and are entitled to all the benefits of an Individual Member, and on the same terms as for an Individual Member.

The Student Members of the IGAJ, however, will not have the right to vote, similarly to Student Members of the IGA, as outlined in Article 4 of the IGA By-laws.

Article 5 OBLIGATIONS OF THE PARTIES

5.1 Obligations of the IGAJ

5.1.1 Annual subscription

As a cash contribution for membership annual subscription, IGAJ shall pay to IGA (In lawful money of the United States of America) the following amounts;

- a) US \$1300 (one thousand and three hundreds US dollar) for 2008;
- b) US \$1300 (one thousand and three hundreds US dollar) for 2009;
- c) US \$1300 (one thousand and three hundreds US dollar) for 2010;
- d) US \$1300 (one thousand and three hundreds US dollar) for 2011;

These amounts shall be paid annually no later than 30 June of each year.

5.1.2 Equivalent services

In addition to the amounts specified above, in order to cover part of the annual membership due, IGAJ shall render the following services to IGA as a contribution in kind:

- a) periodic collection of Japan geothermal articles and data, aimed at meeting the IGA needs to disseminate geothermal information worldwide. This includes the proceedings of the annual geothermal workshop;
- b) preparation of two short articles per year to contribute to the IGA Newsletter;

- c) receipt from IGA Officers, Permanent Committees and Secretariat, and distribution to all IGAJ Members, at no charge for IGA, of IGA material (Newsletter, leaflets, publications, voting forms, etc.);
- d) receipt from IGAJ Members and forwarding to the concerned Members of IGA, at no charge for IGA, of any materials addressed to IGA Officers, Permanent Committees and Secretariat;
- e) organization of an IGA BoD meeting in Japan within the period of validity of this Agreement (if the IGA BoD decides to hold a BoD meeting in Japan);
- f) forwarding to the IGA Secretariat, within June of each year, of the IGAJ membership list, including name, address, phone/fax and e-mail numbers of each Member. The membership list of IGAJ as of 2007 is annexed here as provisional Annex III.

5.2 Obligations of the IGA

IGA is bound to consider each IGAJ Member as an Individual Member of the IGA, according to the provisions set forth in previous Article 4 of this Agreement. Therefore, each and all IGAJ Members are entitled to receive all benefits of the IGA Members.

As currently envisaged, such benefits include:

- a) reduced subscription price to the journal *GEOTHERMICS*;
- b) free receipt of the IGA Newsletter;
- c) access to IGA database(s) and file reports;
- d) reduced participation fee to attend congresses, workshops, events, etc. organized directly or sponsored by the IGA;
- e) discounted price to purchase publications edited by IGA, or for which IGA will obtain discounts for its Members.

Article 6 AFFILIATION SHALL NOT CONTRAVENE PARTIES' CHARTER AND BY-LAWS

This affiliation shall not in any way contravene either Parties Charter or By-laws or any governing Statute or Regulation. All such relevant documents, as they are as of 2007, are annexed to, and form part of this Agreement (Annex I). If any aspect of this affiliation is discovered to contravene a Charter, By-law, Statute or Regulation of any Parties, the Parties shall amend this affiliation Agreement so as not so affect any such Charter, By-law, Statute or Regulation.

As to the future, each Party is free to modify or amend at its sole discretion its Statutes and By-laws. However, in the event of any significant modifications or amendments, each Party is obliged to send copy of its new Statutes/By-laws to the other Party in order to let the latter Party judge if said modifications or amendments are in line with the content and the spirit of this affiliation Agreement.

Article 7 RENEWAL OF THE AGREEMENT

Except for the details concerning the obligations of each Party as established in previous Art. 5 (obligations which are to be renegotiated with fair advance at least 6 months before the expiration date), this affiliation Agreement may be renewed for the following four years period by written notification between the two Parties.

The new obligations for the concerned period are to be annexed to the notification letter.

Article 8 LIAISON

In conformity with Article 5 of IGA By-laws, the Parties appoint the Chairman of the Membership Committee of IGA and the Secretary of IGAJ as Liaison Officers. It shall be the responsibility of the Individuals holding these positions to maintain contacts with one another, to notify one another of any events which may bear on this Agreement, and to carry out such negotiations as may be required between the IGA and the IGAJ.

Article 9 AMENDMENTS

This Agreement of affiliation may be amended at any time upon the approval of the Boards of Directors of both Parties.

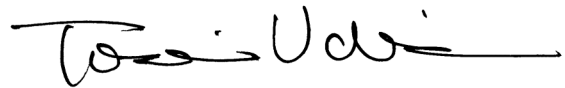
In witness whereof, this Agreement of affiliation, constituted by Articles 1 (one) through 9 (nine), is executed this 11th day of October 2007.

For IGA by



Roland N. Horne
(Chairman of Membership Committee)

For IGAJ by



Toshihiro Uchida
(Chairman of IGAJ)