

AGREEMENT OF AFFILIATION OF THE GEOTHERMAL RESEARCH SOCIETY OF JAPAN WITH THE INTERNATIONAL GEOTHERMAL ASSOCIATION (2020-2022)



AGREEMENT OF AFFILIATION

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THE GEOTHERMAL RESEARCH SOCIETY OF JAPAN

WITH

THE INTERNATIONAL GEOTHERMAL ASSOCIATION

[2020-2022]

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WITH

THE INTERNATIONAL GEOTHERMAL ASSOCIATION

This agreement dated 12 September 2019 sets forth general provisions and specific obligations under which the Geothermal Research Society of Japan (hereinafter indicated as Affiliation, or IGAJ) continues to be an Affiliated Organization of the International Geothermal Association (hereinafter indicated as Association, or IGA) for the period of three years from 2020 to 2022.

Article 1. PREAMBLE

- 1.1 The IGA is chartered as the International Geothermal Association [Inc.], under the laws of New Zealand. The Association is not-for-profit and aims at being the leading world authority in matters concerning the research and development of geothermal energy.
- 1.2 IGAJ is a non-profit association, registered and designed to operate in Japan.
- 1.3 IGA and IGAJ aim at carrying out educational, informational and scientific activities directed at fostering research and development of geothermal energy and agree to collaborate and cooperate on activities of mutual interest.

Article 2. AFFILIATION

Both Parties agree that the IGAJ will be an Affiliated Organization of the IGA under the following condition:

1.4 IGAJ accepts to be an Affiliated Organization of the IGA in Japan, under the provisions set forth in Art. 4.f and Art. 5 of the IGA By-laws. A copy of statutes under which the IGA is legally governed at present can be found in Annex I.

Article 3. TERM OF AFFILIATION

This agreement covers affiliation for the calendar year 2020 through 2022.

Article 4. MEMBERSHIP IN THE IGA

Throughout the term of this affiliation, all individual members of the Affiliation shall be considered as the IGA affiliated members, as such are defined in the IGA By-laws, and are entitled to all the

benefits of the IGA individual members including the voting rights. Student members of the Affiliation do not have the right to vote, similar to student members of the IGA, as specified in Art. 4.e. of the IGA By-laws.

Article 5. LIAISON

Liaison officers between the Affiliation and the IGA shall be appointed by mutual agreement of the parties. Such liaison officers shall be the main focal points of a communication between both parties. It shall be the responsibility of the individuals holding these positions to maintain contacts with one another, to notify one another of any changes that may bear on this agreement.

Article 6. OBLIGATIONS AND LIABILITIES OF THE PARTIES

6.1 Obligations of the Affiliation

6.1.1 Annual membership fee

As of September 12, 2019 the Affiliation has 109 members and is located in the high-income country group. According to the IGA membership model attached in the Annex II the membership annual fee the Affiliation shall pay to the IGA is an amount of USD \$ 1300. The amount shall be paid by June 30 of each year. If the Affiliation fails to pay the annual membership fee within 60 days of when it was due, the agreement of affiliation shall lapse automatically, and the membership shall be canceled.

6.1.2 Other liabilities

In addition to the membership fee specified above the Affiliation shall render the following services to the IGA:

- inform the IGA about all changes in the structure and governance of the Affiliation on a yearly basis among which are statutes, liaison officer, number of members, email address, etc.;
- distribute to all affiliated members, at no charge for the IGA its material in electronic format (log-in details for members, voting forms, newsletters, brochures, publications, etc.);
- permit the use of the Affiliation logo¹ and showcase the IGA Logo on the Affiliation website,
 in case such exists;
- organize the IGA Board Meeting in Japan within the period of validity of this agreement upon the approval of the IGA Board of Directors and at no cost for the IGA.

¹ By signing the agreement, you automatically agree and permit the use of your logo on the IGA website, social media and marketing material.

6.2 Obligations of the IGA

The IGA shall render the following services to the Affiliation:

- provide the Affiliation with log-in details for each affiliated member, which serve as the IGA member ID;
- promote, at no charge for the Affiliation, the Affiliation updates, activities, news, events etc.;
- permit the use of the IGA Logo and showcase the Affiliation Logo on the IGA website;
- IGA Affiliated membership certificate (upon request).

Each affiliated member is entitled to receive the individual member benefits that include the following:

- vote and run for the IGA Board
- access to the membership area of the IGA website
- discounts on IGA's geothermal events and IGA Academy courses
- invitation to membership-only events
- discount on 'Geothermics' journal
- opportunity to be included in the IGA Expert pool
- individual membership certificate (upon personal request)
- opportunity to exchange and share the global geothermal knowledge

In addition, all members are entitled to instruction, advice and assistance. We focus on safeguarding the interests of our members.

Article 7. NOMINATIONS TO THE IGA BOARD

The Affiliation has a right to nominate two [2] members for the IGA Board of Directors elections, regardless of its size and number of members.

Article 8. EXTENSION AND TERMINATION OF THE AGREEMENT

This agreement will terminate with 31 December 2022 (the termination date). A new agreement, or a modification of this agreement will be proposed by the IGA to the Affiliation for review at least three months prior its expiration date, or the agreement shall automatically terminate on the termination date.

The Affiliation however may dissolve this agreement by giving a written notice to the Association. Such resignation shall be effective on the first day of the next calendar year after the date of the written notice.

In witness whereof, this Agreement of Affiliation, constituted by Articles 1 (one) through 8 (eight), is executed this 12 September 2019.

For IGA by

p.p. Marit Brommer Surya Darma, Chair of the Membership Committee

For IGAJ by

Toshihiro Uchida

Chair of IGAJ