

MEMORANDUM OF UNDERSTANDING

On

Establishment of the China Electricity Council - International Energy Charter Joint Research Centre

This Memorandum of Understanding (MoU) is agreed between:

1. **The Energy Charter Secretariat (ECS)**, Boulevard de la Woluwe 46, 1200 Brussels, Belgium, hereinafter referred to as “ECS”, and
2. **The China Electricity Council (CEC)**, No.1 Lane Two, Baiguang Road, Xicheng District, Beijing 100761, P.R. China, hereafter referred as “CEC”.

ECS and CEC hereinafter jointly referred to as “**the Parties**”. The word “**Party**”, in the singular form, hereinafter refers to any one of the Parties.

PREAMBLE

Arising from common objectives to strengthen and enhance cooperation between China and the International Energy Charter, the Parties wish to establish the China Electricity Council - International Energy Charter Joint Research Centre.

ARTICLE 1

Purpose and General Terms of Intended Cooperation

1. The Parties agree to establish the China Electricity Council - International Energy Charter Joint Research Centre, hereinafter referred to as “the Centre”.
2. The Centre will be affiliated to and hosted by the CEC.
3. It will not have an independent legal personality.
4. Nothing in this MoU is construed as establishing a contract or other legally binding commitment.

ARTICLE 2

Function of the Centre

1. The Centre will carry out functions in the following fields:
 - Research: The Centre will focus on the following subjects:
 - Relationship between China and the International Energy Charter;

- International comparative research on issues related to energy investment, trade or transit, such as investment climate ranking;
 - Other research entrusted by the Steering Committee;
 - Cooperation on regional projects related to energy trade, investment or transit;
 - Global Energy Governance.
- Cooperation: The Centre will focus on:
 - Strengthening the relationship between the International Energy Charter and China;
 - Liaison for co-organizing conferences, events, workshops and projects of the International Energy Charter in China;
 - Promotion of awareness on international energy cooperation in China.
 - Assisting expansion and outreach efforts of the International Energy Charter in Asia;
 - Training: the Centre will offer general training programmes in China on International Energy Charter related issues and on investment dispute settlement. The trainees can be government officials, industry participants and other participants from international organisations. The target region is Asia-Pacific countries.

ARTICLE 3

Organisation

1. The Centre will be composed of 3 bodies: the Steering Committee, the Head of the Centre and the Academic Board.

ARTICLE 4

Steering Committee

1. The Steering Committee will be the policy-making body and provide policy directives for the Centre.
2. Each Party as well as any Major Donor will nominate one of the Steering Committee members. Membership of the Committee is purely voluntary and will not be remunerated.

3. The Steering Committee will be the main organ of the Centre and will:
 - Determine the general policies governing the activities of the Centre;
 - Determine the annual work programme of the Centre;
 - Appoint and discharge the Head of the Centre.
4. The Steering Committee will meet at least once a year.
5. All the decisions of the Steering Committee will be agreed upon on the basis of consensus and common accord.

ARTICLE 5

Head of the Centre

1. The Head of the Centre will be responsible for the day-to-day operation of the Centre and will execute the annual work programme.
2. The Head of the Centre will be responsible to the Steering Committee.
3. The tenure of the Head of the Centre will be 3 year. He or she will be selected by the Steering Committee.

ARTICLE 6

Academic Board

1. The Academic Board will be the advisory body and provide guidance on key research issues for the Centre.
2. The Steering Committee will invite the Academic Board members. Membership of the Academic Board is purely voluntary and will not be remunerated.

ARTICLE 7

Funding

1. Operating costs of the Centre will be covered by voluntary contribution from the Parties. The present MoU does not impose any financial or resource implications on the Parties.
2. The Centre can also receive financial resources or in-kind contributions from research services agreed by the steering committee on a non-profit basis.

ARTICLE 8

Official Language

1. The official language of the Centre will be English.

ARTICLE 9

Validity

1. This MoU will be effective when signed by ECS and CEC. They will be deemed to be Founding Members of the Centre.
2. This MoU is signed in two originals in English language.

ARTICLE 10

Accession of new parties

1. This MoU is open for signature by new partners subject to the unanimous approval in writing by the Parties. Additional institutions will be considered as Members.

ARTICLE 11

Modification and termination

1. This MoU may be amended and revised at any time by the mutual written consent of the Parties.
2. This MoU may be terminated by either Party or by the Parties at anytime, after 90 days prior notice in writing to the other Parties or by mutual agreement in writing. In the case of such termination, activities that have commenced under the approved programme of work prior to the effective termination date of the MoU may, by agreement of the Parties, continue.

For the Energy Charter Secretariat

For the China Electricity Council

Dr. Urban Rusnák
Secretary General

Mr. Yang Kun
Executive President

Date:

Date:



A handwritten signature in black ink, appearing to be 'Yang Kun', written over the printed name of the Executive President.