

**ENERGY CHARTER
SECRETARIAT**

CCDEC 2023

06 GEN

Brussels, 7 May 2023

Related documents: CC 786, Message 2080/23

Subject: Adoption by correspondence – Rights, obligations, roles, benefits and responsibilities of Contracting Parties, Signatories and Observers

Following the recommendation of the Strategy Group on 17 April 2023, by document CC 786 dated 18 April 2023, the Energy Charter Conference was invited to approve the attached document compiling Rights, obligations, roles, benefits and responsibilities of Contracting Parties, Signatories and Observers. As specified by Rule 20(b) of the Rules of Procedure concerning the adoption of decisions by correspondence, members of the Energy Charter Conference were informed that any delegation not in a position to approve the attached document should notify the Secretariat of its position in writing by no later than 7 May 2023.

Having received no objections within the specified time limit, on 7 May 2023, the attached document compiling Rights, obligations, roles, benefits and responsibilities of Contracting Parties, Signatories and Observers was **approved** with immediate effect.

Keywords: Rights, obligations, roles, benefits and responsibilities of Contracting Parties, Signatories and Observers

A. Contracting Parties (and Signatories that apply the whole ECT provisionally)¹

- I. Rights
- II. Obligations
- III. Roles
- IV. Benefits
- V. Responsibilities

B. Signatories to the ECT (“Signatories”)

- I. Rights
- II. Obligations
- III. Roles
- IV. Benefits

C. Observers to the Energy Charter Conference

- I. Rights
- II. Obligations
- III. Roles
- IV. Benefits

The document covers an overview of the main provisions related to governance of the organisation contained in the following relevant documents:

- Energy Charter Treaty, ECT, as modified by the Trade Amendment and CCDEC 2013 (17)
- Part IV and V of the Energy Charter Protocol on Energy Efficiency and Related Environmental Aspects, PEEREA
- The Agreement between Kingdom of Belgium and the Energy Charter Conference (Headquarters Agreement)²
- The Financial Rules and its Implementing Instructions³
- The Rules of Procedure of the Energy Charter Conference (Rules of Procedure)⁴
- The Staff Rules⁵ and Regulations⁶ : the Staff Manual
- The Manual on Data Protection⁷
- Draft Risk Management Protocol⁸
- And relevant decisions of the Energy Charter Conference.

The document does not cover obligations, responsibilities and benefits of Contracting Parties (and Signatories that apply the whole ECT provisionally) related to Parts I-VI of the ECT, except for the required notifications/reports to the Secretariat. Similarly, the document: (i) only refers to Parts IV and V of the PEEREA and (ii) does not refer to commitments under the 1991 and 2015 political declarations.

¹ On 24 June 2022, the Energy Charter Conference confirmed to suspend the provisional application of the ECT in relation to Belarus (CCDEC 2022 11). As a result, there are no such Signatories until the Conference revises the status of Belarus.

² CCDEC 1995 18; Moniteur belge – 21 October 1999, pp. 39689– 39694.

³ CCDEC 1995 28 amended by CCDEC 2016 27; CCDEC 2021 24; and CCDEC 2022 14.

⁴ CCDEC 1995 30 amended by CCDEC 2015 20; CCDEC 2016 11; CCDEC 2018 06; CCDEC 2022 05; CCDEC 2022 17 and CCDEC 2023 03.

⁵ CCDEC 1997 10 amended by CCDEC 1999 17; CCDEC 2015 07; CCDEC 2015 13; CCDEC 2016 09; CCDEC 2016 26; CCDEC 2016 45; CCDEC 2017 06; CCDEC 2018 01; and CCDEC 2022 04.

⁶ CCDEC 1996 03 amended by CCDEC 1999 17; CCDEC 2015 13; CCDEC 2016 26; CCDEC 2017 06; CCDEC 2018 07; and CCDEC 2021 12.

⁷ CCDEC 2018 07, included to the Staff Manual as Regulation 2c) – Manual on Data Protection - Staff Circular.

⁸ CCDEC 2022 16.

A	<p style="text-align: center;">CONTRACTING PARTIES (and Signatories that apply the whole ECT provisionally)</p> <p>Energy Charter Treaty Art. 1(2): “Contracting Party” means a state or Regional Economic Integration Organisation which has consented to be bound by this Treaty and for which the Treaty is in force. Art. 1(3): “Regional Economic Integration Organisation” means an organisation constituted by states to which they have transferred competence over certain matters a number of which are governed by this Treaty, including the authority to take decisions binding on them in respect of those matters.</p> <p>Rules of Procedure, Section XIII. Rules for appointment of Deputy Secretary-General, Rule 22.1(b): <i>For the purpose of these Rules, the term ‘Contracting Party’ and ‘Signatory’ refer to any Contracting Party, and Signatory that is not in arrears in the payment of their financial contributions to the budget of the Energy Charter Secretariat in the amount which equals or exceeds the amount of the contributions due from it for the preceding two full years.</i></p> <p>CCDEC 2015 (11), Rules Concerning the Conduct of Conciliation of Transit Disputes, Rule 1(5): <i>In this Rules, the term ‘Contracting Party’ shall cover also states who apply provisionally Part II of the ECT.</i></p> <p>PEEREA, Art. (2)(2): “Contracting Party” means a state or Regional Economic Integration Organisation which has consented to be bound by this Protocol and for which the Protocol is in force.</p>
I	RIGHTS
	<p>Energy Charter Treaty Art. 33(6)(b)(ii): <i>A Protocol which provides for decisions thereunder to be taken by the Charter Conference may, subject to subparagraph (a), provide with respect to such decisions: [...] (ii) that only parties to the Protocol shall be considered to be Contracting Parties for the purposes of Article 36 or eligible to vote under the rules provided for in the Protocol.</i> Art. 34(1): [...] <i>at which [the Energy Charter Conference] each Contracting Party shall be entitled to have one representative. [...]</i> Art. 36(7)-(8): <i>(7) A Regional Economic Integration Organisation shall, when voting, have a number of votes equal to the number of its member states which are Contracting Parties to this Treaty; provided that such an Organisation shall not exercise its right to vote if its member states exercise theirs, and vice versa.</i> <i>(8) In the event of persistent arrears in a Contracting Party’s discharge of financial obligations under this Treaty, the Charter Conference may suspend that Contracting Party’s voting rights in whole or in part.</i> Art. 37(5): <i>The Charter Conference may in addition accept voluntary contributions from one or more Contracting Parties or from other sources. [...]</i> Art. 40(1)-(2): <i>(1) Any state or Regional Economic Integration Organisation may at the time of signature, ratification, acceptance, approval or accession, by a declaration deposited with the Depository, declare that the Treaty shall be binding upon it with respect to all the territories for the international relations of which it is responsible, or to one or more of them. Such declaration shall take effect at the time the Treaty enters into force for that Contracting Party.</i> <i>(2) Any Contracting Party may at a later date, by a declaration deposited with the Depository, bind itself under this Treaty with respect to other territory specified in the declaration. In respect of such territory the Treaty shall enter into force on the ninetieth day following the receipt by the Depository of such declaration.</i> Art. 42(1)-(3): <i>(1) Any Contracting Party may propose amendments to this Treaty.</i> <i>(2) The text of any proposed amendment to this Treaty shall be communicated to the Contracting Parties [...]</i> <i>(3) [...] the Depository which shall submit them [text of amendments adopted by the Conference] to all Contracting Parties for ratification, acceptance or approval.</i> Art. 47(1): <i>At any time after five years from the date on which this Treaty has entered into force for a Contracting Party, that Contracting Party may give written notification to the Depository of its withdrawal</i></p>

from the Treaty.

Annex D, (7): *Each Contracting Party may designate two individuals [to serve as panellists for resolution of trade disputes] ...*

PEEREA (Contracting Parties that consented to be bound by it and for which it is in force)

Art. 12(4)-(5):

(4) A Regional Economic Integration Organization shall, when voting, have a number of votes equal to the number of its member states which are Contracting Parties to this Protocol; provided that such an Organization shall not exercise its right to vote if its member states exercise theirs, and vice versa.

(5) In the event of persistent arrears in a Contracting Party's discharge of financial obligations under this Protocol, the Charter Conference may suspend that Contracting Party's voting rights in whole or in part.

Art. 15: *This Protocol shall be subject to ratification, acceptance or approval by signatories [of the PEEREA].*

Art. 16: *This Protocol shall be open for accession, from the date on which the Protocol is closed for signature, by states and Regional Economic Integration Organizations which have signed the Charter and are Contracting Parties to the Energy Charter Treaty [...]*

Art. 17 (1)-(3):

(1) Any Contracting Party may propose amendments to this Protocol.

(2) The text of any proposed amendment to this Protocol shall be communicated to Contracting Parties by the Secretariat [...]

(3) [...] the Depositary which shall submit them [amendments to the Protocol] to all Contracting Parties for ratification, acceptance or approval.

Art. 20 (1)-(2):

(1) At any time after this Protocol has entered into force for a Contracting Party, that Contracting Party may give written notification to the Depositary of its withdrawal from the Protocol.

(2) Any Contracting Party which withdraws from the Energy Charter Treaty shall be considered as also having withdrawn from this Protocol.

Staff Manual

Regulation 6(b): *The Secretary-General is authorised to enter into negotiations with the competent administrations of Contracting Parties and Signatories concerning the equitable application of privileges and immunities to these officials.*

Regulation 8(a): *In recruiting staff, the Secretary-General [...] shall notify Contracting Parties and Signatories of prospective vacancies.*

Financial Rules

Art. 5(3): *The Secretary-General may, before the end of each financial year, invite Signatories to make advance payments in respect of their contribution liability for the succeeding year.*

Art. 6(4): *voluntary contributions and in-kind voluntary contributions from Signatories;*

Art. 15(2)(d)(ii): *The Secretary General shall in initiating this procedure circulate to all Signatories information on the source, amount, purpose and proposed use of any offer of a voluntary contribution together with his or her proposal to accept it.*

Art. 18: *After the Conference approves the Budget for the following financial year, the Secretary-General shall, within two months, notify Signatories of the amount of their contributions calculated as of 1 January each year.*

Rules of Procedure

Rule 1(b): *(b) Extraordinary meetings of the Conference may [...] be held at such times as are determined by the Conference, or at the written request of any Contracting Party or Signatory to the Energy Charter Treaty [...] provided that, within six weeks of the request being communicated in writing to the other Contracting Parties and Signatories by the Secretariat, it is supported in writing by at least one-third of the Contracting Parties and Signatories. Notice of extraordinary meetings shall be given at least 15 days in advance of the date of the extraordinary meeting. In exceptional circumstances, the Chairperson may, upon request and or at his/her discretion, shorten the notice, unless there is an objection of a Contracting Party.*

Rule 4(a)-(b):

(a) The Secretariat, in consultation with the relevant Chairpersons, shall draw up and transmit to all Contracting Parties and Signatories the proposed agenda for each meeting of the Conference and of the

subsidiary bodies.

(a bis) [...] Any items of an important and urgent character, proposed by a Contracting Party less than two months before the meeting [of the Conference], shall be sent to the Secretariat and, upon consultation and approval of the Chairmanship and the Management Committee included as supplementary items.

(b) In notifying the Contracting Parties and Signatories of the date of a meeting the Secretariat shall communicate to them any available information about the proposed agenda. [...]

Rule 10(1):

(1) The Contracting Parties meet periodically in the Energy Charter Conference at which each of them shall be entitled to have one representative.

Rule 11 (c),(e)-(f):

(c) [...] Exceptionally, any other member of the Conference may be invited on an ad hoc basis to participate, upon agreement of the Management Committee and acceptance by the country invited by the Chairperson of the Conference and the Vice-Chairperson of outgoing Chairmanship.

[...]

(e) [...] The Secretary General or at least two Contracting Parties or Signatories of the ECT could request the Chairperson and outgoing Chairmanship of the Conference to convene a meeting of the Management Committee. [...].

(f) The Members of the Conference shall be informed of the main conclusions reached at the meetings of the Management Committee.

Rule 15.A(a bis),(b)-(c), (e):

(a bis) [...] The outgoing and upcoming Chairmanships are encouraged to volunteer for the acting Chairmanship, but any other Contracting Party may also volunteer for the position. [...]

(b) As a rule, the minister in charge of Energy Charter issues of the Contracting Party holding the Chairmanship shall be designated as Chairperson of the Conference. The Contracting Party holding the Chairmanship may also nominate a representative other than the minister as the Chairperson. [...]

(c) Contracting Parties may nominate themselves for the office of Chairmanship by letter to the Secretariat, indicating their preference for the year they wish to assume this role. [...]

(e) Three positions of Vice-Chairpersons shall be reserved for the current, the outgoing and the incoming Chairmanships. [...] Additional Vice-Chairpersons, if any, shall be ranked taking into account the date of their first appointment.

[...]

Rule 17(c)-(d):

(c) Each Contracting Party and Signatory (when applicable) shall be entitled to one vote provided that is not in arrears in the payment of its financial contributions to the budget of the Energy Charter Secretariat in the amount which equals or exceeds the amount of the contributions due from them for the preceding two full years.

(d) A Regional Economic Integration Organisation shall vote in line with Article 36(7) of the Energy Charter Treaty, taking into account if any of its member states has lost its voting rights due to persistent arrears.

Rule 18: *For the information of the Conference, Contracting Parties and Signatories may request the distribution of messages and documents. Such documents shall be distributed as soon as possible to representatives of all Contracting Parties, Signatories and observers as appropriate.*

Rule 19(c): *Upon request, representatives of Contracting Parties and Signatories can listen, at the Secretariat's office, to the audio recordings of the meetings, for which their delegation registered, of the subsidiary bodies and the Conference without making recordings or copies of those recordings.*

Rule 20(b), (d):

(b) Where the Chairperson of the Conference, upon request by a Contracting Party or a Signatory [...], and after consultation with the Management Committee, decides that a decision should be taken by correspondence, he or she shall instruct the Secretariat [...].

(d) The states or Regional Economic Integration Organisation entitled to participate in decisions by correspondence are those which are Contracting Parties or Signatories on the date of upload of the message referred to in paragraph (b).

Rule 21(2)(b): *[...] Contracting Parties may propose candidates for the post of Secretary-General more than twelve months before the expiration of the contract of the serving Secretary-General.*

Rule 21(3)(a): *[...] all Contracting Parties and Signatories shall be informed, via a letter to Ministers from the Conference Chairperson, of the timetable for nominating candidates, or additional candidates, for the post of Secretary-General and the procedure to be followed.*

Rule 21(4): *Only Contracting Parties which are not in arrears in the payment of their financial contributions to the budget of the Energy Charter Secretariat in the amount which equals or exceeds the amount of the contributions due from them for the preceding two full years, shall have the right to nominate a candidate for the post of Secretary-General, provided that [...]*

Rule 21(5)(a): *[...] Such interview shall be [...] open to all Contracting Parties and Signatories who wish to attend. [...]*

Rule 21(7)(c): *Participation in the informal sounding is limited to those Contracting Parties and Signatories that are not in arrears in the payment of their financial contributions to the budget of the Energy Charter Secretariat in the amount which equals or exceeds the amount of the contributions due from them for the preceding two full years.*

Rule 21(11)(a): *In cases [...] [of early departure of the serving Secretary-General] the Conference Chair shall inform all Contracting Parties and Signatories as soon as possible, via a letter to Ministers, of the measures that he or she proposes to take in order to ensure a timely replacement of the Secretary-General. [...] In the case where the post of the Deputy-Secretary General is vacant, the Chairmanship of the Conference in consultation with the Contracting Parties and Signatories will designate, [...], an acting Secretary-General [...].*

Rule 22(2)(a): *The Secretariat should ensure that all Members of the Conference are informed, via a Message uploaded on delegates' website, of the future vacancy, [...]*

Rule 22(3)(a): *[...] Such interviews [...] [of all the shortlisted candidates] shall be open to Contracting Parties and Signatories. [...]*

Rule 21(5)(a): *[...] the Secretary-General shall inform all Contracting Parties and Signatories [on the early departure of the serving Deputy Secretary-General] as soon as possible via a message uploaded on delegates' website.*

Manual on Data Protection

Art. 1(2): *The use of personal data also requires the Secretariat to share these data with other parties (mainly representatives of Members and Observers of the Energy Charter Conference). In doing so, the Secretariat needs to ensure that data protection is applied consistently by means of effective and sustainable measures.*

Art. 19(2): *In particular, the Secretariat should sought the consent for data processing of:*

- *Participants when organising internal or external meetings, annual events, workshops, trainings, conferences etc. via the registration form;*
- *Delegates when creating their personalised access to the delegates' website; [...]*

CCDEC 2013 08, de-restriction of CCDEC documents, (v): *If any Contracting Party is of the view that a certain CC-numbered document should remain restricted, even after the final action by the Conference, such Contracting Party shall request such restriction before the Conference takes its final action, either by a notification to the Secretariat or by a statement at the Meeting of the Conference. Where there is any such request, the relevant document shall remain restricted until the requesting Contracting Party cancels its request.*

CCDEC 2015 11, Rules Concerning the Conduct of Conciliation of Transit Disputes, Rule 2(2): *[...] Each Contracting Party shall have the right to nominate up to three candidates to be included in the list of conciliators. [...]*

Conclusions of the 2019 Review (CC 660),⁹ Para 13(2): *There is a need for change the appointment rule for the chair of the Advisory Board. The chair of the Advisory Board shall be appointed by the conference in way to increase the guarantees for the Contracting Parties and Signatories. [As a result, in 2020, the Conference approved the nomination of the Advisory Board Chair received from a Contracting Party].¹⁰*

II

OBLIGATIONS

Energy Charter Treaty

Art. 1(6): *“Investment” refers to [...] and to investments or classes of investments designated by a Contracting Party in its Area as “Charter efficiency projects” and so notified to the Secretariat.*

⁹ Restricted document.

¹⁰ See CCDEC 2020 03.

Art. 10(6)(b): [...] Such commitments shall be notified to the Secretariat and listed in Annex VC and shall be binding under this Treaty.

Art. 10(8): [...] Each Contracting Party shall through the Secretariat keep the Charter Conference informed of the modalities it applies to the programmes described in this paragraph.

Art. 10(9): Each state or Regional Economic Integration Organisation which signs or accedes to this Treaty shall, on the date it signs the Treaty or deposits its instrument of accession, submit to the Secretariat a report summarising all laws, regulations or other measures relevant to:

- (a) exceptions to paragraph (2); or
- (b) the programmes referred to in paragraph (8).

A Contracting Party shall keep its report up to date by promptly submitting amendments to the Secretariat. [...] In respect of subparagraph (a) the report may designate parts of the energy sector in which a Contracting Party accords to Investors of other Contracting Parties the Treatment described in paragraph (3). [...]

Art. 20(3): Each Contracting Party shall designate one or more enquiry points to which requests for information about the above mentioned laws, regulations, judicial decisions and administrative rulings may be addressed and shall communicate promptly such designation to the Secretariat which shall make it available on request.

Art. 24(2)(b)(iii): The provisions of this Treaty other than with respect to subparagraph (i), Part III of the Treaty shall not preclude any Contracting Party from adopting or enforcing any measure designed to benefit Investors who are aboriginal people or socially or economically disadvantaged individuals or groups or their Investments and notified to the Secretariat as such, provided that such measure [...]

Art. 26(3)(b)(ii): For the sake of transparency, each Contracting Party that is listed in Annex ID shall provide a written statement of its policies, practices and conditions in this regard to the Secretariat no later than the date of the deposit of its instrument of ratification, acceptance or approval in accordance with Article 39 or the deposit of its instrument of accession in accordance with Article 41.

Art. 27(3)(l): A copy of the award shall be deposited with the Secretariat which shall make it generally available.

Art. 29(3)

(a) Each signatory to this Treaty, and each state or Regional Economic Integration Organisation acceding to this Treaty before 24 April 1998, shall on the date of its signature or of its deposit of its instrument of accession provide to the Secretariat a list of all customs duties and charges of any kind imposed on or in connection with importation or exportation of Energy Materials and Products, notifying the level of such customs duties and charges applied on such date of signature or deposit. Each signatory to this Treaty, and each state or Regional Economic Integration Organisation acceding to this Treaty before 24 April 1998, shall on that date provide to the Secretariat a list of all customs duties and charges of any kind imposed on or in connection with importation or exportation of Energy-Related Equipment, notifying the level of such customs duties and charges applied on that date.

(b) Each state or Regional Economic Integration Organisation acceding to this Treaty on or after 24 April 1998, shall, on the date of its deposit of its instrument of accession, provide to the Secretariat a list of all customs duties and charges of any kind imposed on or in connection with importation or exportation of Energy Materials and Products and Energy-Related Equipment, notifying the level of such customs duties and charges applied on such date of deposit. Any changes to such customs duties or charges of any kind imposed on or in connection with importation or exportation shall be notified to the Secretariat, which shall inform the Contracting Parties of such changes.

Art. 29(5)(b): A Contracting Party may increase such customs duty or other charge above the level referred to in paragraph (4) only if: [...] or

(b) it has, to the fullest extent practicable under its legislative procedures, notified the Secretariat of its proposal for such an increase [...]

Art. 33(5): A Protocol shall apply only to the Contracting Parties which consent to be bound by it, and shall not derogate from the rights and obligations of those Contracting Parties not party to the Protocol.

Art. 37(3)-(4):

(3) The costs of the Secretariat shall be met by the Contracting Parties assessed according to their capacity to pay, determined as specified in Annex B, the provisions of which may be modified in accordance with Article 36(1)(d).

(4) A Protocol shall contain provisions to assure that any costs of the Secretariat arising from that Protocol are borne by the parties thereto.

Art. 42(4): [...] Amendments shall enter into force between Contracting Parties having ratified, accepted or

approved them on the ninetieth day after deposit with the Depositary of instruments of ratification, acceptance or approval by at least three fourths of the Contracting Parties. Thereafter the amendments shall enter into force for any other Contracting Party on the ninetieth day after that Contracting Party deposits its instrument of ratification, acceptance or approval of the amendments.

Art. 47(3): *The provisions of this Treaty shall continue to apply to Investments made in the Area of a Contracting Party by Investors of other Contracting Parties or in the Area of other Contracting Parties by Investors of that Contracting Party as of the date when that Contracting Party's withdrawal from the Treaty takes effect for a period of 20 years from such date.*

Annex W, (B) Rules governing the application of provisions of the WTO Agreement

(4)(vii): *Each Contracting Party shall notify the Secretariat of the customs duties and charges of any kind applicable on the date of the standstill referred to in Article 29(6) first sentence. The Secretariat shall keep a Tariff Record of the customs duties and charges of any kind relevant for the purpose of the standstill on customs duties and charges of any kind under Article 29(6) or (7).*

(8):

(a) Contracting Parties which are not members of the WTO shall make their notifications to the Secretariat. The Secretariat shall circulate copies of the notifications to all Contracting Parties. Notifications to the Secretariat shall be in one of the authentic languages of this Treaty. The accompanying documents may be solely in the language of the Contracting Party;

(b) such requirements shall not apply to Contracting Parties to this Treaty which are also members of the WTO which provides for its own notification requirements.

Annex TRM, (1)-(2):

(1) Each Contracting Party shall notify to the Secretariat all trade-related investment measures which it applies that are not in conformity with the provisions of Article 5 [...] Such trade-related investment measures of general or specific application shall be notified along with their principal features.

(2) In the case of trade-related investment measures applied under discretionary authority, each specific application shall be notified. Information that would prejudice the legitimate commercial interests of particular enterprises need not be disclosed.

Annex TRM, (5)-(6):

(5) [...] Any trade-related investment measure so applied to a new Investment shall be notified to the Secretariat. [...]

(6) Where a state or Regional Economic Integration Organisation accedes to this Treaty after the Treaty has entered into force:

(a) the notification referred to in paragraphs (1) and (2) shall be made by the later of the applicable date in paragraph (1) or the date of deposit of the instrument of accession; [...]

Annex P, Special sub-national dispute procedure, Part II, (2): *The Responsible Party shall, within 30 days from the date the award is made, provide to the Secretariat written notice of its intentions as to ensuring observance of the Treaty in respect of the measure. [...]*

PEEREA (Contracting Parties that consented to be bound by it and for which it is in force)

Art. 11(2): *The costs of the Secretariat and Charter Conference arising from this Protocol shall be met by the Contracting Parties to this Protocol according to their capacity to pay, determined according to the formula specified in Annex B to the Energy Charter Treaty.*

Art. 12(1): *[...] Contracting Parties shall make every effort to reach agreement by consensus on any other matter requiring their decision under this Protocol. [...]*

Financial Rules

Art. 3: *The Budget of the Secretariat [...] and by which it determines the amount of contributions to be furnished by Signatories to the Energy Charter Treaty (hereinafter referred to as the "Treaty") and parties which have acceded to that Treaty (hereinafter referred to collectively as the "Signatories"). The Signatories are committed to making contributions in respect of appropriations only.*

Art. 5(1)-(2), (4), (6):

(1) The Secretariat's "normal resources" take the form of annual contributions payable:

(a) in the case of general expenses, by the Signatories according to funding principles as specified in Article 37(3) of the Treaty;

(b) in the case of Protocols, by the parties thereto as specified in Article 37(4) of the Treaty.

(2) Contributions are payable as a single sum at the beginning of each year, but not later than six months

from the Secretary-General's notification of the amount of the Signatories' contributions in accordance with Article 18 below.

[...]

(4) Annual contributions are calculated and assessed in Euro and must be paid in that currency, unless the Secretary-General comes to an agreement with a given country to receive an annual contribution in another currency.

(6) Any party acceding to the Treaty shall be expected to pay a contribution for the year of accession of an amount, approved by the Conference on the basis of Article 37 of the Treaty and taking into account the provisions of Articles 41, 45(6) and (7) of the Treaty. Considering the rules for the calculation of the National Contribution of Acceding Countries and their inclusion in the Budget:

(a) The date from which an acceding country shall pay its contribution to the Budget of the Energy Charter Secretariat shall be the date of entry into force of the Energy Charter Treaty for that country.

(b) The amount of the contribution to be paid for the year of accession shall be calculated pro-rata from the date referred to in paragraph (a) applied to the contribution due if the country would have been a Contracting Party at the beginning of the financial year, and without impacting the contributions of other Contracting Parties.

(c) The amount of the contribution of the new Contracting Party, its inclusion and use in the Budget, shall be decided on a case by case basis by the Energy Charter Conference after consideration and recommendation by the Budget Committee.

Art. 14(2): ... [if there is urgent expenditure, for which the necessary appropriations have not been included in the annual Budget and there are no savings in the budget], the Conference may authorize the Secretary-General to call on Signatories to make advance contributions to cover such expenditure until such time as a supplementary Budget has been prepared and approved.

Rules of Procedure

Rule 4(d): Restricted documents are not to be shared outside the Secretariat and delegations by any technical, computer-based, paper-based, telematic or any other means.

Rule 8: The names of representatives of Contracting Parties, Signatories and observers attending meetings of the Conference and of its subsidiary bodies shall be communicated to the Secretariat.

Rule 15.A(a ter): The Contracting Party appointed as the acting Chairmanship shall nominate a representative as the acting Chairperson. [...]

Rule 15.B(d): [...] If a Vice-Chairperson is not present, the Contracting Parties and Signatories attending the meeting shall elect an interim Chairperson for that meeting or that part of the meeting.

III

ROLES

Energy Charter Treaty

Art. 33: Any signatory to the Charter may participate in such negotiation [of Protocols and Declarations].

Art. 36(1)-(6):

(1) Unanimity of the Contracting Parties Present and Voting at the meeting of the Charter Conference where such matters fall to be decided shall be required for decisions by the Charter Conference to [...]: The Contracting Parties shall make every effort to reach agreement by consensus on any other matter requiring their decision under this Treaty. If agreement cannot be reached by consensus, paragraphs (2) to (5) shall apply.

(2) Decisions on budgetary matters referred to in Article 34(3)(e) shall be taken by a qualified majority of Contracting Parties whose assessed contributions as specified in Annex B represent, in combination, at least three-fourths of the total assessed contributions specified therein.

(3) Decisions on matters referred to in Article 34(7) shall be taken by a three-fourths majority of the Contracting Parties.

(4) Except in cases specified in subparagraphs (1)(a) to (g), paragraphs (2) and (3), and subject to paragraph (6), decisions provided for in this Treaty shall be taken by a three-fourths majority of the Contracting Parties Present and Voting at the meeting of the Charter Conference at which such matters fall to be decided.

(5) For purposes of this Article, "Contracting Parties Present and Voting" means Contracting Parties present and casting affirmative or negative votes, provided that the Charter Conference may decide upon rules of procedure to enable such decisions to be taken by Contracting Parties by correspondence.

(6) Except as provided in paragraph (2), no decision referred to in this Article shall be valid unless it has the support of a simple majority of the Contracting Parties.

Financial Rules, Art. 35: *There shall be a Budget Committee composed of representatives of all Signatories [...]*

PEEREA (Contracting Parties that consented to be bound by it and for which it is in force)

Art. 12(1)-(3):

(1) Unanimity of Contracting Parties Present and Voting at the meeting of the Charter Conference where such matters fall to be decided shall be required for decisions to:

(a) adopt amendments to this Protocol; and

(b) approve accessions to this Protocol under Article 16.

[...] If agreement cannot be reached by consensus, decisions on non-budgetary matters shall be taken by a three-fourths majority of Contracting Parties Present and Voting at the meeting of the Charter Conference at which such matters fall to be decided.

Decisions on budgetary matters shall be taken by a qualified majority of Contracting Parties whose assessed contributions under Article 11(2) represent, in combination, at least three-fourths of the total assessed contributions.

(2) For purposes of this Article, "Contracting Parties Present and Voting" means Contracting Parties to this Protocol present and casting affirmative or negative votes, provided that the Charter Conference may decide upon rules of procedure to enable such decisions to be taken by Contracting Parties by correspondence.

(3) Except as provided in paragraph (1) in relation to budgetary matters, no decision referred to in this Article shall be valid unless it has the support of a simple majority of Contracting Parties.

Rules of Procedure

Rule 1(b): *Extraordinary meetings of the Conference may, [...], be held at such times as are determined by the Conference, or at the written request of any Contracting Party or Signatory to the Energy Charter Treaty [...] provided that, within six weeks of the request being communicated in writing to the other Contracting Parties and Signatories by the Secretariat, it is supported in writing by at least one-third of the Contracting Parties and Signatories. [...]*

Rule 2: *Meetings of subsidiary bodies shall be held when convened by their Chairperson in accordance with any relevant decisions of the Conference, or when requested in writing by one-third of their members.*

Rule 7.A(e): *The Conference may, by consensus, suspend or withdraw the Observer status of a country or international organisation in case of:*

[...]

If consensus cannot be reached, the decision of the Conference under this subparagraph shall be taken by a three-fourths majority of the Contracting Parties Present and Voting at the meeting of the Conference, as far as they represent a simple majority of the Contracting Parties.

Rule 11(a): *The Management Committee should be composed of:*

[...]

- Two representatives from the EU and a representative from each non-EU Contracting Party that contributes more than 10% of the budget;*
- In addition, up to five Contracting Parties (CP's) allowing different geographical representation. CP's could nominate their representative to this body who will be confirmed/elected by the Conference by consensus for a 3 years term. [...]*

Rule 15.A(a): *[...] If agreement cannot be reached by consensus [on the list of Chairmanships], the decision should be taken by a simple majority of the Contracting Parties whose representatives are present and voting by secret ballot in the Conference. [...]*

Rule 17(a)-(b):

(a) Decisions on strictly procedural matters not provided for in the Energy Charter Treaty shall, except as otherwise provided in these Rules, be taken by a majority of the Contracting Parties and Signatories whose representatives are present and voting in the Conference, or in the case of a subsidiary body, by a majority of the Contracting Parties and Signatories which are members of that body whose representatives are present and voting.

(b) Every effort shall be made to reach consensus on recommendations to the Conference by subsidiary

	<p>bodies. If a decision cannot be reached by consensus, such recommendations shall be decided by a three-fourths majority of the Contracting Parties and Signatories which are members of that body whose representatives are present and voting.</p> <p>Rule 21(5)(a): All eligible candidates shall be interviewed by the Contracting Parties and Signatories. [...] In the event that there are also candidates of the nationality of the outgoing and incoming Chairmanships, the delegates attending the interview shall elect two representatives of Contracting Parties present to chair the interview.</p> <p>Rule 22(3)(a): All the shortlisted candidates will be interviewed by the Contracting Parties and Signatories [...]</p> <p>Rule 22(3)(b): [...] the Conference Chairmanship will coordinate an informal sounding of preferences with all Contracting Parties and Signatories [...]</p> <p>Rule 22(4)(a): [...] the Secretary-General, considering the preferences of the Contracting Parties and Signatories, shall propose a candidate [...]</p> <p>CCDEC 1995 21, TOR of Legal Advisory Committee, (3): The Legal Advisory Committee shall consist of experts from delegations desiring to participate. The Chairman will aim to have representatives of the major forms of legal systems present.</p> <p>CCDEC 2021 10, Updated TOR of the Budget Committee, (1): The Budget Committee shall consist of one representative from each Signatory to the Energy Charter Treaty.</p> <p>CCDEC 2022 01, TOR of the Strategy Group, B: Contracting Parties and Signatories of the Energy Charter Treaty are considered members of the Strategy Group. [...] Contracting Parties and Signatories shall make a collective decision on the invitation of observers prior to a meeting.</p> <p>CCDEC 2016 28, TOR of the Implementation Group: [...] The Implementation Group shall consist of representatives of all Contracting Parties and Signatories to the Energy Charter Treaty and the Protocol on Energy Efficiency and Related Environmental Aspects (PEEREA). [...]</p> <p>CCDEC 2021 03, Updated ToR of the Implementation Group: Whereas the Contracting Parties have wished for clearer, inclined and pronounced tasks towards the focus areas of the Implementation Group, the following updated ToR thereof has been agreed upon: [...].</p> <p>CCDEC 2021 18, Updated ToR of the Working Group on Governance Issues: The Working Group on Governance Issues shall consist of representatives of all Contracting Parties and Signatories to the Energy Charter Treaty. [...]</p> <p>CCDEC 2022 18, Establishment of the International Energy Charter Foundations Partnership Network, para 11: The Delegations may suggest candidates for the FPN membership.</p> <p>CCDEC 2022 16, Risk Management Protocol, Para 25: Risk reporting is organised in accordance with steps applicable to the escalation of risk treatment. Only Moderate and High level risks are to be reported to the Contracting Parties during a meeting of the subsidiary groups.</p>
IV	BENEFITS
	<p>Headquarters Agreement, Art. 14: The representatives of the Contracting Parties to the Energy Charter Treaty participating in the work of the Energy Charter Conference, their advisers and technical experts, the official participants as well as the officials of the Energy Charter Conference residing or having their centre of activity outside Belgium, shall enjoy the customary privileges, immunities and facilities during the exercise of their duties.</p> <p>Staff Manual</p> <p>Regulation 8(b): The Secretary-General shall provide, as far as possible, for an equitable distribution of senior posts amongst nationals of Contracting Parties and Signatories. No particular post shall be reserved for nationals of any specific Contracting Party or Signatory.</p> <p>Rule 8.1(a): A person shall not be appointed as an official to posts established by the Conference unless he or she is a national of a Contracting Party [...]</p>

	<p>Rules of Procedure</p> <p>Rule 15.B(b): <i>(b) The Chairpersons and Vice-Chairpersons of the subsidiary bodies shall be designated on a volunteer basis, taking into account the principle of equitable geographical distribution among the Contracting Parties and Signatories.</i></p> <p>Rule 21(4): <i>[...] any candidate [nominated for the post of Secretary-General] shall have the nationality of one of the Contracting Parties.</i></p> <p>Rule 22(1)(c): <i>A candidate can be appointed as the Deputy Secretary-General only if he or she is a national of a Contracting Party or of a Signatory.</i></p> <p>Implementing Instruction 31 to the Financial Rules:</p> <p>a) <i>Experts or other participants shall be designated either by the Secretary-General or by Signatories at the request of the Secretary-General to attend conferences, seminars, meetings or other events related to the Charter activities.</i></p> <p>b) <i>The fees, travel expenses and daily subsistence of experts and other participants designated by the Secretary-General shall be paid by the Secretariat. As a general rule, fees, travel expenses and daily allowances of experts or other participants designated by the Signatories will be paid by the parties which designated them.</i></p> <p>[...]</p> <p>d) <i>The financial assistance may be provided to experts:</i></p> <p>i) <i>from least developed countries, other low income countries, and lower middle income countries and territories of the latest OECD’s “Development Assistance Committee (DAC) list of Official Development Assistance (ODA)”¹¹ recipients</i></p> <p>[...]</p> <p>e) <i>The financial assistance cannot be provided to experts from countries with arrears [...].</i></p> <p>CCDEC 2014 (14), 4.1: <i>The Model Energy Charter Early Warning Mechanism may be initiated by any Signatory of the European Energy Charter in case of an emergency situation or the threat of an emergency situation by notification to the Secretary General.</i></p> <p>CCDEC 202218, Establishment of the International Energy Charter Foundations Partnership Network, Para 8: <i>The FPN members will be called to allocate additional funding for implementing small- and medium-scale projects [...]. These projects will be aimed at supporting Members and Observers of the Conference in reducing energy dependency and intensity, ensuring smooth clean energy transition and creating conditions for developing efficient and low-carbon economies.</i></p> <p>Several conference decisions (CCDECs 2017 07; 2018 05; 2019 06) invited Contracting Parties to participate on a voluntary basis in the EIRA reports.</p>
V	RESPONSIBILITIES
	<p>Energy Charter Treaty, Art. 37(1): <i>Each Contracting Party shall bear its own costs of representation at meetings of the Charter Conference and any subsidiary bodies.</i></p> <p>Staff Manual, Regulation 2(b): <i>In their performance of their duties they [Officials of the Secretariat] will not seek or receive instructions from any government or from any authority external to the Secretariat.</i></p>

B	SIGNATORIES TO THE ECT (“SIGNATORIES”)
I	RIGHTS

¹¹ Latest version available at <https://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/daclist.htm>

Energy Charter Treaty

Art. 37(5): *The Charter Conference may in addition accept voluntary contributions from one or more Contracting Parties or from other sources. [...]*

Art. 39: *This Treaty shall be subject to ratification, acceptance or approval by signatories. [...]*

Art. 45(3)(a): *Any signatory may terminate its provisional application of this Treaty by written notification to the Depository of its intention not to become a Contracting Party to the Treaty. Termination of provisional application for any signatory shall take effect upon the expiration of 60 days from the date on which such signatory's written notification is received by the Depository.*

Staff Manual

Regulation 6(b): *The Secretary-General is authorised to enter into negotiations with the competent administrations of Contracting Parties and Signatories concerning the equitable application of privileges and immunities to these officials.*

Regulation 8(a): *In recruiting staff, the Secretary-General [...] shall notify Contracting Parties and Signatories of prospective vacancies.*

Financial Rules

Art. 5(3): *The Secretary-General may, before the end of each financial year, invite Signatories to make advance payments in respect of their contribution liability for the succeeding year.*

Art. 6(4): *voluntary contributions and in-kind voluntary contributions from Signatories;*

Art. 15(2)(d)(ii): *The Secretary General shall in initiating this procedure circulate to all Signatories information on the source, amount, purpose and proposed use of any offer of a voluntary contribution together with his or her proposal to accept it.*

Art. 18: *After the Conference approves the Budget for the following financial year, the Secretary-General shall, within two months, notify Signatories of the amount of their contributions calculated as of 1 January each year.*

Rules of Procedure

Rule 1(b): *(b) Extraordinary meetings of the Conference may [...] be held at such times as are determined by the Conference, or at the written request of any Contracting Party or Signatory to the Energy Charter Treaty [...] provided that, within six weeks of the request being communicated in writing to the other Contracting Parties and Signatories by the Secretariat, it is supported in writing by at least one-third of the Contracting Parties and Signatories. Notice of extraordinary meetings shall be given at least 15 days in advance of the date of the extraordinary meeting. In exceptional circumstances, the Chairperson may, upon request and or at his/her discretion, shorten the notice, unless there is an objection of a Contracting Party.*

Rule 4(a)-(b):

(a) The Secretariat, in consultation with the relevant Chairpersons, shall draw up and transmit to all Contracting Parties and Signatories the proposed agenda for each meeting of the Conference and of the subsidiary bodies.

(a bis) [...] Any items of an important and urgent character, proposed by a Contracting Party less than two months before the meeting [of the Conference], shall be sent to the Secretariat and, upon consultation and approval of the Chairmanship and the Management Committee included as supplementary items.

(b) In notifying the Contracting Parties and Signatories of the date of a meeting the Secretariat shall communicate to them any available information about the proposed agenda. [...]

Rule 11 (c),(e)-(f):

(c) [...] Exceptionally, any other member of the Conference may be invited on an ad hoc basis to participate, upon agreement of the Management Committee and acceptance by the country invited by the Chairperson of the Conference and the Vice-Chairperson of outgoing Chairmanship.

[...]

(e) [...] The Secretary General or at least two Contracting Parties or Signatories of the ECT could request the Chairperson and outgoing Chairmanship of the Conference to convene a meeting of the Management Committee. [...].

(f) The Members of the Conference shall be informed of the main conclusions reached at the meetings of the Management Committee.

[...]

Rule 17(c):

(c) Each Contracting Party and Signatory (when applicable) shall be entitled to one vote provided that is

not in arrears in the payment of its financial contributions to the budget of the Energy Charter Secretariat in the amount which equals or exceeds the amount of the contributions due from them for the preceding two full years.

Rule 18: For the information of the Conference, Contracting Parties and Signatories may request the distribution of messages and documents. Such documents shall be distributed as soon as possible to representatives of all Contracting Parties, Signatories and observers as appropriate.

Rule 19(c): Upon request, representatives of Contracting Parties and Signatories can listen, at the Secretariat's office, to the audio recordings of the meetings, for which their delegation registered, of the subsidiary bodies and the Conference without making recordings or copies of those recordings.

Rule 20(b), (d):

(b) Where the Chairperson of the Conference, upon request by a Contracting Party or a Signatory [...], and after consultation with the Management Committee, decides that a decision should be taken by correspondence, he or she shall instruct the Secretariat [...].

(d) The states or Regional Economic Integration Organisation entitled to participate in decisions by correspondence are those which are Contracting Parties or Signatories on the date of upload of the message referred to in paragraph (b).

Rule 21(3)(a): [...] all Contracting Parties and Signatories shall be informed, via a letter to Ministers from the Conference Chairperson, of the timetable for nominating candidates, or additional candidates, for the post of Secretary-General and the procedure to be followed.

Rule 21(5)(a): [...] Such interview shall be [...] open to all Contracting Parties and Signatories who wish to attend. [...]

Rule 21(7)(c): Participation in the informal sounding is limited to those Contracting Parties and Signatories that are not in arrears in the payment of their financial contributions to the budget of the Energy Charter Secretariat in the amount which equals or exceeds the amount of the contributions due from them for the preceding two full years.

Rule 21(11)(a): In cases [...] [of early departure of the serving Secretary-General] the Conference Chair shall inform all Contracting Parties and Signatories as soon as possible, via a letter to Ministers, of the measures that he or she proposes to take in order to ensure a timely replacement of the Secretary-General. [...] In the case where the post of the Deputy-Secretary General is vacant, the Chairmanship of the Conference in consultation with the Contracting Parties and Signatories will designate, [...], an acting Secretary-General [...].

Rule 22(2)(a): The Secretariat should ensure that all Members of the Conference are informed, via a Message uploaded on delegates' website, of the future vacancy, [...]

Rule 22(3)(a): [...] Such interviews [...] [of all the shortlisted candidates] shall be open to Contracting Parties and Signatories. [...]

Rule 21(5)(a): [...] the Secretary-General shall inform all Contracting Parties and Signatories [on the early departure of the serving Deputy Secretary-General] as soon as possible via a message uploaded on delegates' website.

Manual on Data Protection

Art. 1(2): The use of personal data also requires the Secretariat to share these data with other parties (mainly representatives of Members and Observers of the Energy Charter Conference). In doing so, the Secretariat needs to ensure that data protection is applied consistently by means of effective and sustainable measures.

Art. 19(2): In particular, the Secretariat should sought the consent for data processing of:

- Participants when organising internal or external meetings, annual events, workshops, trainings, conferences etc. via the registration form;
- Delegates when creating their personalised access to the delegates' website; [...]

II

OBLIGATIONS

Energy Charter Treaty

Art. 10(9): Each state or Regional Economic Integration Organisation which signs or accedes to this Treaty shall, on the date it signs the Treaty or deposits its instrument of accession, submit to the Secretariat a report summarising all laws, regulations or other measures relevant to:

- (a) exceptions to paragraph (2); or
- (b) the programmes referred to in paragraph (8).

Art. 29(3)(a): *Each signatory to this Treaty, and each state or Regional Economic Integration Organisation acceding to this Treaty before 24 April 1998, shall on the date of its signature or of its deposit of its instrument of accession provide to the Secretariat a list of all customs duties and charges of any kind imposed on or in connection with importation or exportation of Energy Materials and Products, notifying the level of such customs duties and charges applied on such date of signature or deposit. Each signatory to this Treaty, and each state or Regional Economic Integration Organisation acceding to this Treaty before 24 April 1998, shall on that date provide to the Secretariat a list of all customs duties and charges of any kind imposed on or in connection with importation or exportation of Energy-Related Equipment, notifying the level of such customs duties and charges applied on that date.*

Art. 45(2)(c): *[...] any signatory making a declaration referred to in subparagraph (a) shall apply Part VII provisionally pending the entry into force of the Treaty for such signatory in accordance with Article 44, to the extent that such provisional application is not inconsistent with its laws or regulations.*

Art. 45(6): *The signatories shall, in accordance with and subject to the provisions of paragraph (1) or subparagraph (2)(c) as appropriate, contribute to the costs of the provisional Secretariat as if the signatories were Contracting Parties under Article 37(3). Any modifications made to Annex B by the signatories shall terminate upon the entry into force of this Treaty.*

Financial Rules and Implementing Instructions

Art. 3: *The Budget of the Secretariat [...] and by which it determines the amount of contributions to be furnished by Signatories to the Energy Charter Treaty (hereinafter referred to as the "Treaty") and parties which have acceded to that Treaty (hereinafter referred to collectively as the "Signatories"). The Signatories are committed to making contributions in respect of appropriations only.*

Art. 5(1)-(2), (4):

(1) The Secretariat's "normal resources" take the form of annual contributions payable:

(a) in the case of general expenses, by the Signatories according to funding principles as specified in Article 37(3) of the Treaty; [...]

(2) Contributions are payable as a single sum at the beginning of each year, but not later than six months from the Secretary-General's notification of the amount of the Signatories' contributions in accordance with Article 18 below.

[...]

(4) Annual contributions are calculated and assessed in Euro and must be paid in that currency, unless the Secretary-General comes to an agreement with a given country to receive an annual contribution in another currency.

Art. 14(2): *... [if there is urgent expenditure, for which the necessary appropriations have not been included in the annual Budget and there are no savings in the budget], the Conference may authorize the Secretary-General to call on Signatories to make advance contributions to cover such expenditure until such time as a supplementary Budget has been prepared and approved.*

Rules of Procedure

Rule 4(d): *Restricted documents are not to be shared outside the Secretariat and delegations by any technical, computer-based, paper-based, telematic or any other means.*

Rule 8: *The names of representatives of Contracting Parties, Signatories and observers attending meetings of the Conference and of its subsidiary bodies shall be communicated to the Secretariat.*

Rule 15.B(d): *[...] If a Vice-Chairperson is not present, the Contracting Parties and Signatories attending the meeting shall elect an interim Chairperson for that meeting or that part of the meeting.*

III

ROLES

Energy Charter Treaty, Art. 33: *Any signatory to the Charter may participate in such negotiation [of Protocols and Declarations].*

Rules of Procedure

Rule 1(b): *Extraordinary meetings of the Conference may, [...], be held at such times as are determined by the Conference, or at the written request of any Contracting Party or Signatory to the Energy Charter Treaty [...] provided that, within six weeks of the request being communicated in writing to the other Contracting Parties and Signatories by the Secretariat, it is supported in writing by at least one-third of the Contracting Parties and Signatories. [...]*

	<p>Rule 2: <i>Meetings of subsidiary bodies shall be held when convened by their Chairperson in accordance with any relevant decisions of the Conference, or when requested in writing by one-third of their members.</i></p> <p>Rule 17(a)-(b): <i>(a) Decisions on strictly procedural matters not provided for in the Energy Charter Treaty shall, except as otherwise provided in these Rules, be taken by a majority of the Contracting Parties and Signatories whose representatives are present and voting in the Conference, or in the case of a subsidiary body, by a majority of the Contracting Parties and Signatories which are members of that body whose representatives are present and voting.</i> <i>(b) Every effort shall be made to reach consensus on recommendations to the Conference by subsidiary bodies. If a decision cannot be reached by consensus, such recommendations shall be decided by a three-fourths majority of the Contracting Parties and Signatories which are members of that body whose representatives are present and voting.</i></p> <p>Rule 21(5)(a): <i>All eligible candidates shall be interviewed by the Contracting Parties and Signatories. [...] In the event that there are also candidates of the nationality of the outgoing and incoming Chairmanships, the delegates attending the interview shall elect two representatives of Contracting Parties present to chair the interview.</i></p> <p>Rule 22(3)(a): <i>All the shortlisted candidates will be interviewed by the Contracting Parties and Signatories [...]</i></p> <p>Rule 22(3)(b): <i>[...] the Conference Chairmanship will coordinate an informal sounding of preferences with all Contracting Parties and Signatories [...]</i></p> <p>Rule 22(4)(a): <i>[...] the Secretary-General, considering the preferences of the Contracting Parties and Signatories, shall propose a candidate [...]</i></p> <p>Financial Rules, Art. 35: <i>There shall be a Budget Committee composed of representatives of all Signatories [...]</i></p> <p>CCDEC 2021 10, Updated TOR of the Budget Committee, (1): <i>The Budget Committee shall consist of one representative from each Signatory to the Energy Charter Treaty.</i></p> <p>CCDEC 2022 01, TOR of the Strategy Group, B: <i>Contracting Parties and Signatories of the Energy Charter Treaty are considered members of the Strategy Group. [...] Contracting Parties and Signatories shall make a collective decision on the invitation of observers prior to a meeting.</i></p> <p>CCDEC 2016 28, TOR of the Implementation Group: <i>[...] The Implementation Group shall consist of representatives of all Contracting Parties and Signatories to the Energy Charter Treaty and the Protocol on Energy Efficiency and Related Environmental Aspects (PEEREA). [...]</i></p> <p>CCDEC 2021 03, Updated ToR of the Implementation Group: <i>Whereas the Contracting Parties have wished for clearer, inclined and pronounced tasks towards the focus areas of the Implementation Group, the following updated ToR thereof has been agreed upon: [...].</i></p> <p>CCDEC 2021 18, Updated ToR of the Working Group on Governance Issues: <i>The Working Group on Governance Issues shall consist of representatives of all Contracting Parties and Signatories to the Energy Charter Treaty. [...]</i></p> <p>CCDEC 2022 18, Establishment of the International Energy Charter Foundations Partnership Network, para 11: <i>The Delegations may suggest candidates for the FPN membership.</i></p>
IV	BENEFITS
	<p>Headquarters Agreement, Art. 14: <i>The representatives of the Contracting Parties to the Energy Charter Treaty participating in the work of the Energy Charter Conference, their advisers and technical experts, the official participants as well as the officials of the Energy Charter Conference residing or having their centre of activity outside Belgium, shall enjoy the customary privileges, immunities and facilities during the exercise of their duties.</i></p> <p>Staff Manual Regulation 8(b): <i>The Secretary-General shall provide, as far as possible, for an equitable distribution of</i></p>

senior posts amongst nationals of Contracting Parties and Signatories. No particular post shall be reserved for nationals of any specific Contracting Party or Signatory.

Rule 8.1(a): A person shall not be appointed as an official to posts established by the Conference unless he or she is a national of [...] or a Signatory that is not in arrears in the payment of its financial contributions to the budget of the Energy Charter Secretariat in the amount which equals or exceeds the amount of the contributions due from them for the preceding two full years.

Rules of Procedure

Rule 15.B(b): (b) The Chairpersons and Vice-Chairpersons of the subsidiary bodies shall be designated on a volunteer basis, taking into account the principle of equitable geographical distribution among the Contracting Parties and Signatories.

Rule 22(1)(c): A candidate can be appointed as the Deputy Secretary-General only if he or she is a national of a Contracting Party or of a Signatory.

Implementing Instruction 31 to the Financial Rules:

a) Experts or other participants shall be designated either by the Secretary-General or by Signatories at the request of the Secretary-General to attend conferences, seminars, meetings or other events related to the Charter activities.

b) The fees, travel expenses and daily subsistence of experts and other participants designated by the Secretary-General shall be paid by the Secretariat. As a general rule, fees, travel expenses and daily allowances of experts or other participants designated by the Signatories will be paid by the parties which designated them.

[...]

d) The financial assistance may be provided to experts:

i) from least developed countries, other low income countries, and lower middle income countries and territories of the latest OECD's "Development Assistance Committee (DAC) list of Official Development Assistance (ODA)"¹² recipients

[...]

e) The financial assistance cannot be provided to experts from countries with arrears [...].

CCDEC 2014 (14), 4.1: The Model Energy Charter Early Warning Mechanism may be initiated by any Signatory of the European Energy Charter in case of an emergency situation or the threat of an emergency situation by notification to the Secretary General.

CCDEC 202218, Establishment of the International Energy Charter Foundations Partnership Network, Para 8: The FPN members will be called to allocate additional funding for implementing small- and medium-scale projects [...]. These projects will be aimed at supporting Members and Observers of the Conference in reducing energy dependency and intensity, ensuring smooth clean energy transition and creating conditions for developing efficient and low-carbon economies.

Several conference decisions (CCDECs 2017 07; 2018 05; 2019 06) invited Signatories to participate on a voluntary basis in the EIRA reports.

C

OBSERVERS TO THE ENERGY CHARTER CONFERENCE

Rules of Procedure, Rule 7(a)-(b)

(a) States and international organisations which sign the European Energy Charter or the International Energy Charter shall thereby obtain observer status to the Energy Charter Conference. [...]

(b) The Conference may also invite representatives of international organisations [...]

CCDEC 2014 (09): [...] The status of states as "invited observers", i.e. states that did not sign the

¹²

Latest version available at

<https://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/daclist.htm>

	<p><i>European Energy Charter or the International Energy Charter, will be abolished as of 31 December 2016.</i></p> <p>CCDEC 2015 (16): <i>The Energy Charter conference [...] confirmed that the status of states as “observers by invitation”, i.e. states that are not signatories to the European Energy Charter or the International Energy Charter, will be abolished as of 31 December 2016.</i></p>
I	RIGHTS
	<p>Energy Charter Treaty</p> <p>Art. 37(5): <i>The Charter Conference may in addition accept voluntary contributions from one or more Contracting Parties or from other sources. [...]</i></p> <p>Art. 41: <i>This Treaty shall be open for accession, from the date on which the Treaty is closed for signature, by states and Regional Economic Integration Organisations which have signed the Charter, on terms to be approved by the Charter Conference. The instruments of accession shall be deposited with the Depositary.</i></p> <p>Financial Rules and Implementing Instructions, Art. 6(5): <i>“Other resources” of the Secretariat include: [...] (5)voluntary contributions and in-kind voluntary contributions from observers to the Conference or from other sources [...]</i></p> <p>Rules of Procedure</p> <p>Rule 7.A (d): <i>(d) The Secretariat shall notify the observers of the dates of meetings or parts of meeting of the Conference or of its subsidiary bodies which they may attend and shall provide them with the agenda and other documents thereof as if the observers were Contracting Parties or Signatories for the purposes of Rule 4.</i></p> <p>Rule 18: <i>[...] Such documents shall be distributed as soon as possible to representatives of all Contracting Parties, Signatories and observers as appropriate.</i></p> <p>Manual on Data Protection</p> <p>Art. 1(2): <i>The use of personal data also requires the Secretariat to share these data with other parties (mainly representatives of Members and Observers of the Energy Charter Conference). In doing so, the Secretariat needs to ensure that data protection is applied consistently by means of effective and sustainable measures.</i></p> <p>Art. 19(2): <i>In particular, the Secretariat should sought the consent for data processing of:</i></p> <ul style="list-style-type: none"> ○ <i>Participants when organising internal or external meetings, annual events, workshops, trainings, conferences etc. via the registration form;</i> ○ <i>Delegates when creating their personalised access to the delegates’ website; [...]</i>
II	OBLIGATIONS
	<p>Rules of Procedure</p> <p>Rule 4(d): <i>Restricted documents are not to be shared outside the Secretariat and delegations by any technical, computer-based, paper-based, telematic or any other means.</i></p> <p>Rule 7.B(e): <i>The Conference may, [...] suspend or withdraw the Observer status [...]in case of</i></p> <ul style="list-style-type: none"> • <i>a persistent or serious breach of the principles of the European Energy Charter or the International Energy Charter, whichever was signed by that country or international organisation, or</i> • <i>persistent failure to comply with financial obligations it may have towards the International Energy Charter. [...]</i> <p>Rule 8: <i>The names of representatives of Contracting Parties, Signatories and observers attending meetings of the Conference and of its subsidiary bodies shall be communicated to the Secretariat.</i></p> <p>Financial Rules, Art. 6(1): <i>“Other resources” of the Secretariat include: contributions to the cost of negotiations and relevant Working Groups of any signatory to the European Energy Charter which has not signed the Treaty and which participates in such negotiations (in accordance with rule 7(b) of the Rules of Procedure);</i></p>
III	ROLES

	<p>Energy Charter Treaty, Art. 33: <i>Any signatory to the Charter may participate in such negotiation [of Protocols and Declarations].</i></p> <p>Rules of Procedure, Rule 7.B: Specific rules regarding signatories of the European Energy Charter <i>(a) Any signatory to the European Energy Charter which has not signed the Energy Charter Treaty may participate in the negotiations referred to in Articles 10(4) and 33 of the Energy Charter Treaty.</i> <i>(b) Signatories to the European Energy Charter which have not signed the Energy Charter Treaty are admitted to such negotiations upon notification to the Secretariat of their intention to participate and their decision to contribute to the costs of the negotiations.</i></p> <p>CCDEC 202201, Updated TOR of the Strategy Group, B: <i>[...]The Conference invites all observers to the Energy Charter Conference to participate in the relevant discussions of the Strategy Group. [...]</i></p>
IV	BENEFITS
	<p>Rules of Procedure, Rule 7.A(a), (c) <i>(a) [...] They may be invited by the Conference or its subsidiary bodies, where appropriate, to attend meetings, or part of meetings, of the Conference, or of the subsidiary bodies, as observers without the right to vote.</i> <i>(c) At a meeting, the Chairperson may, at his or her own initiative or upon request, invite an observer to make a statement on a particular issue.</i></p> <p>Headquarters Agreement, Art. 14: <i>The representatives of the Contracting Parties to the Energy Charter Treaty participating in the work of the Energy Charter Conference, their advisers and technical experts, the official participants as well as the officials of the Energy Charter Conference residing or having their centre of activity outside Belgium, shall enjoy the customary privileges, immunities and facilities during the exercise of their duties.</i></p> <p>Instruction 31(d)(ii) to the Financial Rules: <i>d) The financial assistance may be provided to experts: [...]</i> <i>ii) from observer countries in the context of the policy on CONEXO and as an option at the discretion of the Secretary-General upon the confirmation of the availability of resources by the Head of Unit in charge of Finances.</i></p> <p>CCDEC 2014 09</p> <ul style="list-style-type: none"> • <i>The observer status will provide that observers (states or international organisations) may attend the meetings of the Energy Charter Conference without a right to vote and may be invited to attend meetings of subsidiary bodies in the capacity of observers with a right to speak if invited;</i> • <i>Observers will have access to all official documents of the Energy Charter Conference and its subsidiary bodies unless they have been restricted to them;</i> • <i>Observers may be invited to send seconded experts to the Secretariat provided funds are available and taking into account the priorities in the CONEXO policy;</i> • <i>Observers may benefit from activities of the Secretariat like Energy Charter Forums, Executive Training Programmes, Energy Efficiency Reviews or Reports on Investment Climate and Market Structure (ICMS) on the basis of a voluntary contribution to the ECS budget;</i> <p>CCDEC 2014 14: <i>The Energy Charter Conference [...] welcomed the availability of this Model Mechanism to the Signatories of the future International Energy Charter.</i></p> <p>4.1: <i>The Model Energy Charter Early Warning Mechanism may be initiated by any Signatory of the European Energy Charter in case of an emergency situation or the threat of an emergency situation by notification to the Secretary General.</i></p> <p>CCDEC 202218, Establishment of the International Energy Charter Foundations Partnership Network, Para 8: <i>The FPN members will be called to allocate additional funding for implementing small- and medium-scale projects [...]. These projects will be aimed at supporting Members and Observers of the Conference in reducing energy dependency and intensity, ensuring smooth clean energy transition and creating conditions for developing efficient and low-carbon economies.</i></p>

	<p>Several conference decisions (CCDECs 2017 07; 2018 05; 2019 06) invited Observers to participate on a voluntary basis in the EIRA reports.</p>
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