Memorandum of Understanding (MoU) between

The University of Dundee, Scotland (Scottish Registered Charity Number SC 105096)

And

The Energy Charter Secretariat

Professor Karl Leydecker of the University of Dundee and Ambassador Urban Rusnák, Secretary General of the Energy Charter Secretariat, represent the Institutions mentioned and reciprocally recognize their ability to formalize this agreement and to this end DECLARE:

First:

For more than twenty years, the University of Dundee, through the Centre for Energy Petroleum, Minerals Law and Policy (CEPMLP) - hereinafter CEPMLP -, has developed research and teaching elements across all areas of energy and natural resources law, policy and economics, with special emphasis on interdisciplinary research (especially with economists and engineers), as well as a permanent academic exchange with similar international institutions within and outside of the European Union.

The Energy Charter Secretariat is the administrative body of the Energy Charter Conference (ECC). ECC is the governing body of the Energy Charter Treaty and the Energy Charter Protocol on Energy Efficiency and Related Environmental Aspects. The Treaty regulates the promotion and protection of investments, trade, transit, and dispute resolution in the energy sector;

Second:

The abovementioned Institutions seek to promote relations and to enhance their synergies by participating in common activities, projects and initiatives.

1. To strengthen cooperation between Institutions through joint activities.
2. To promote knowledge related with energy matters.
3. To support the knowledge sharing on Energy Charter-related matters.
Annex I

Initial Lines of Collaboration

a) Internships and Fellowships:

- The ECS agrees to have two traineeship positions per year, available for students of the CEPMLP at its Brussels headquarters, for a period of 3-6 months per student, depending on the performance of the trainee and under the general regulation of internships as established by the organization. The internship will have no monetary compensation, but it may be used as a credit in the academic programmes of the CEPMLP, according to evaluations performed by both institutions.
- The ECS agrees to be open to receive academics and post-graduate students of CEPMLP to carry out research and studies on ECS areas of work at its Brussels headquarters, for a period of one (1) week to two (2) months.
- In case of an open call for fellowships by the ECS, CEPMLP will conduct a pre-selection of the potential candidates of that Institution. The list will be duly considered by the ECS.

b) Joint Knowledge Collaboration:

- CEPMLP and the ECS agree to discuss the preparation and implementation of a one (1) week summer course per year to be organized in Dundee, for its academic programs, to be delivered by ECS experts. The travel costs of the personnel involved will be assumed by the Institution that hosts the event.
- CEPMLP and the ECS agree to discuss the inclusion of one (1) member of CEPMLP academic staff in the external activities organized by the ECS. The travel costs will be assumed by the Institution that hosts the event.
- CEPMLP and the ECS agree to discuss the preparation and implementation of (1) joint Course of Professional Development, to be organized in Dundee, on topics related to the Energy Charter Treaty and with professionals and academics linked to both Institutions.
Third:

As a result, the Institutions consider it appropriate to approve this MOU and define the following initial activities of collaboration:

a) Internships and Fellowships
b) Joint Knowledge Collaboration

Each party shall appoint a representative who will be responsible for implementing this MOU and its related activities. The representatives will develop the means of cooperation, secure the funding that is needed for the execution, and provide suitable suggestions and recommendations.

Fourth:

Annex I of this agreement list the Initial Lines of Collaboration to be developed. The lines of activities and specific projects can be modified at any time by mutual agreement of the Institutions.

Fifth:

The present MOU does not imply contributions to the specific budget of either institution. The development of joint (or individual) projects, organized for the framework of cooperation, will be subject to the assessment of budgetary availability of each institution and its respective review and approval.

Sixth:

This MOU may be amended with the consent of the Institutions. The proposed amendment shall be in writing and be effective of the date decided by the Institutions.

Seventh:

This MOU will have a duration of five (5) years from the date of final signature and will be renewed for the same duration automatically. It should be noted that unilateral cancellation is possible at anytime upon request of either of the Institutions, after a thirty (30) days prior notice in writing to the other Institution or by mutual agreement.

Eighth:

All communications, documents, etc... between the Institutions will be done in English.

Ninth:

UoD and the Energy Charter Secretariat declares and undertakes that in relation to the performance of its obligations under this Agreement:

- It has not offered or given, and will not offer or give, directly or indirectly, any bribe or other improper benefit or advantage, financial or otherwise.
- It has not demanded or accepted, and will not demand or accept, directly or indirectly, any improper Payment of itself or any individual or organisation.
- It has not offered or given and will not offer or give any Improper Payment or other advantage to any public official wherever located.

K. S. Leydecker

Professor Karl Leydecker
University of Dundee
Date: 11/12/14

Ambss. Urban Rusnak
Secretary General of the Energy Charter Secretariat
Date: 21/11/14