

**ENERGY CHARTER
SECRETARIAT**

Date: 22.11.2015

Reg No: 0903

For Info: sb

MEMORANDUM OF UNDERSTANDING FOR INSTITUTIONAL COOPERATION
between
THE SECRETARIAT OF THE UNION FOR THE MEDITERRANEAN
and
ENERGY CHARTER SECRETARIAT

Between

The Secretariat of the Union for the Mediterranean, hereinafter referred to as “UfMS”, with official address and main office at Palacio de Pedralbes, Calle Pere Duran Farell 11, 08034 Barcelona (Spain), represented by Mr. Fathallah Sijilmassi, Secretary General; of the one part,

and

The Energy Charter Secretariat, hereinafter referred as “ECS”, with official address at Boulevard de la Woluwe 56, 1200 Brussels (Belgium), represented by Dr. Urban Rusnák, Secretary General; of the other part,

Both of the abovementioned hereinafter collectively referred to as “parties” or individually as “party”.

Whereas the Euro-Mediterranean Heads of State and Government, at their meeting in Paris on 13 July 2008, expressed their *“conviction that the Barcelona Process: Union for the Mediterranean initiative can play an important role in addressing common challenges facing the Euro-Mediterranean region, such as economic and social development”*. They also underscored *“the importance of the active participation of civil society, local and regional authorities and the private sector in the implementation of the Barcelona Process: Union for the Mediterranean”*.

Whereas the role of the UfMS is to promote activities designated to empower the regional integration between the Euro-Mediterranean countries. The UfMS’ objective is to reinforce the regional cooperation through an operational and inclusive approach.

Whereas the UfMS is focusing on identifying, processing, promoting and coordinating projects, which are in line with the principles and rules of international law in order to enhance and strength the cooperation and impact directly on the livelihoods of citizens.

Whereas the Energy Charter Secretariat is the administrative body of the Energy Charter Conference (ECC) which is the decision-making body responsible for the implementation of the Energy Charter Treaty hereinafter referred as “ECT”, and of the Energy Charter Protocol on Energy Efficiency and Related Environmental Aspects hereinafter referred as “PEEREA”.

Whereas the Energy Charter Conference confirmed in November 2014 that the ECT “stands as the only multilateral legally binding instrument in the energy sector dealing with the issues of investment protection, transit and trade. This makes it a highly valuable instrument for the evolution of ‘global energy architecture’”.

Whereas the International Energy Charter was adopted on 20 May 2015 by 75 countries and international organisations as a renewed political declaration mapping out common principles for international cooperation in the field of energy. All EU member countries in addition to

Albania, Bosnia and Herzegovina, Israel, Jordan, Lebanon, Mauritania, Montenegro, Morocco, Palestine and Turkey have adopted the International Energy Charter.

Whereas all UfM Members States are either observers or Contracting Parties to the ECC (with the exception of Monaco) and contribute to the activities of the ECS for the implementation of the ECT and for the advancement of international energy collaboration.

Whereas all UfM and EC Member States acknowledge the important progress achieved by the Energy Charter towards international energy cooperation in the Mediterranean Region

Whereas all UfM Member States recognise the need to foster private energy investments in order to meet growing energy needs and to promote a climate favourable investments by means of stable and transparent legal frameworks for gas, electricity, renewable energy and energy efficiency.

Whereas the parties desire to establish further mutual cooperation with the aim of enhancing impact and increasing synergies for the promotion of favourable conditions for energy investments and energy efficiency and to face energy needs and achieve the common objectives of secure, affordable and sustainable energy .

NOW THEREFORE the parties wishing to cooperate within the framework of their respective mandates, regulations and rules, have agreed as follows:

Article 1

Purpose and Scope

1. This Memorandum of Understanding ("MoU") establishes institutional cooperation between ECS and the UfMS.
2. The parties will further develop and strengthen institutional cooperation concerning areas of common interest, notably in the fields of promoting favourable conditions for energy investments and energy efficiency in the Mediterranean Region and notably in the implementation of decisions agreed within the UfM Platform on Gas, on Regional Electricity Markets, on Renewable Energy and Energy Efficiency.
3. The cooperation activities to be developed by the parties may include the following:
 - i. Promotion of private investment in renewable energy and energy efficiency through specific topic reports, peer reviews, sustainable initiatives, and dialogue with private sector
 - ii. Country reports and other publications on identification of legal and regulatory barriers to the integration of energy markets, risk mitigation, deployment of RE and EE, and drafting model agreements for implementation of infrastructure projects.
 - iii. Action plans and sectoral plans for sustainable urban development and cities' energy performance
 - iv. Visit and / or secondment by and/or exchange of officials and experts
 - v. Co-operative projects and consultations;
 - vi. Joint organization of seminars and workshops;
 - vii. development and implementation of capacity building programmes for energy professionals;
 - viii. Mutual participation to events and activities
 - ix. Exchange of practices, and other mutually agreed forms of cooperation.

Article 2
Consultations

The parties will hold regular consultations on issues and activities of importance for the purposes of furthering and facilitating the achievement of their common objectives and of ensuring the greatest possible coordination of activities with a view to creating synergies and maximizing mutual support. The pace and the form of such consultations shall be agreed between the parties.

Article 3
Duration

This MoU is concluded for a period of three (3) years from the date of its entry into force, and it will be automatically extended for new subsequent periods of 3 (three) years, unless terminated in accordance with Article 11 below.

Article 4
Procedure

1. The parties will meet yearly to oversee the development of the cooperative work plan.
2. For the better implementation of this MoU, each party shall appoint (and communicate to the other party) a representative who will be responsible for implementing this MoU and its related activities. A party may modify its representative upon written notice to the other party.
3. All communications and documents between the Institutions will be done in English.

Article 5
Administrative Nature

1. This MoU is not intended to create legal relations between the parties or to impose formal obligations on them. No provision on this MoU will be constructed to interfere in any way with the independent decision making autonomy of each one of the parties with regard to their respective affairs and operations. In particular, nothing in this MoU is intended to run counter to or modify the terms of each party's specific mandates or their statutory rules and provisions.
2. This MoU sets forth principles and guidelines by which the parties intend to engage in an institutional collaboration. Nothing in this MoU shall be construed to impose financial obligations to either party as regards payments to the other. Each party will be responsible for the costs of its performance hereunder.

Article 6
Cost of financing

1. Appropriate mechanisms for sharing the costs with the implementation of activities, projects or programmes under this MoU will be determined on a case-by-case basis in accordance with the applicable financial rules and regulations of each party.
2. This MoU is not intended to modify or exclude the application of the relevant procurement rules or any other internal rules of each party, as they may be applied to the activities covered by this MoU.

Article 7

Visibility and Documentation

1. The parties will give visibility to their partnership and respective contributions in future cooperation.
2. The parties shall cooperate in the maintenance of each party's trademarks and logos when used for activities implementing this MoU. The use of the other party's names or logos shall not imply any exclusive arrangement. It is the intent of the Parties to link mutual information and, if any, co-branded newsletters and modules to drive traffic to the other party pages.

Article 8

Non-disclosure

Any exchange of information among the parties and all activities undertaken pursuant to this MOU shall be consistent with their respective policies and procedures on disclosure of information.

Article 9

Limitation of Liability

Any joint activity carried out by the ECS or the UfMS pursuant to this MoU must be consistent with the policies, rules and regulations of the respective party. In no event will either party be liable to the other under any theory of liability, however arising, for any costs of cover or for direct, indirect, special, incidental, or consequential damages of any kind arising out of this MoU.

Article 10

Non Exclusive Nature

This MoU does not grant exclusivity to either party. Neither party is restricted from participating in similar initiatives with other public or private agencies, organizations or individuals.

Article 11

Entry into force, Amendment and Termination

1. This MoU shall enter into force upon its signature by the authorized representatives of the ECS and the UfMS.
2. Any change to the provisions included in this MoU shall be agreed by the parties and noted in an addendum, which shall be considered as an integral part of this MoU.
3. This MoU may be terminated by either party upon a three months advance written notice to other party. This period shall commence as from the date of receipt of the notice of termination. In such case, the parties shall take any necessary action for the orderly conclusion of ongoing activities to ensure that such termination will not be prejudicial to any activity in progress pursuant to this MoU. Any issues arising out of the termination of this MoU, including the right to and transfer of any materials and products in-progress shall be negotiated and agreed upon in writing by the parties.

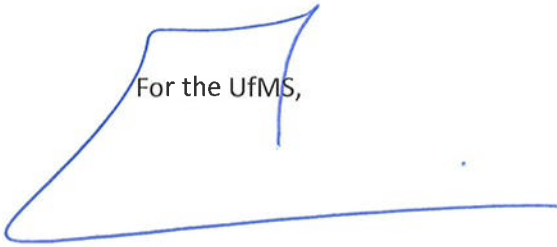
IN WITNESS WHEREOF, the undersigned being duly authorized representatives of the ECS and the UfMS, respectively, have signed, in two original copies, each in the English language, both of which being equally authentic texts.

For ECS,


Dr. Urban Rusnák
Secretary General

Date: 26/NOV/2015
Place: BARCELONA

For the UfMS,


Mr. Fathallah Sijilmassi
Secretary General

Date:
Place:

