Memorandum of Understanding
between
the ECODIT, LLC and the Energy Charter Secretariat

ECODIT, LLC and the Energy Charter Secretariat (ECS), hereinafter referred to as the Parties,

Based on the respective objectives,

Aware of the increasing importance of education and research to attain a sustainable energy future,

Agree, within the framework of the USAID/Central Asian Republics Energy Links Project, on the following:

Article 1. Objectives

- To strengthen cooperation between Parties through joint activities,
- To promote knowledge sharing and capacity building,
- To implement specific research projects.

Article 2. Implementation

ECODIT, LLC (through Energy Links project) and ECS intend to explore opportunities in supporting regional energy cooperation in Central and South Asia, including, but not limited to the following activities:

1) Events on regional energy cooperation: the Parties will consider joint organisation of forums, roundtable meetings, seminars and workshops aimed to promote regional energy cooperation in Central and South Asia;

2) Capacity building: The Parties will consider cooperation in the framework of the short-term secondment programme of the ECS. The ECS will accept the energy officials nominated by their Governments and provide short-term on-the-job training subject to the funding by the Energy Links Project.

This Memorandum of Understanding does not impose on any Party the obligation of exclusive cooperation with another Party.

Article 3. Execution and follow-up mechanism

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

Article 4. Termination of the Memorandum of Understanding

This Memorandum of Understanding may be terminated by either of the Parties after thirty (30) days prior notice in writing to the other Parties. Such termination does not
affect the contracts already concluded with interns and fellows by either Party under this Memorandum of Understanding.

**Article 5. Amendments**

This Memorandum of Understanding may be amended or modified by written agreement of the Parties. The proposed amendment shall be in writing and be effective as of the date designated by the Parties.

**Article 6. Liability**

Neither Party assumes liability for any claims for damages or any other legal relief arising out of this MOU or the Project.

**Article 7. Governing Law**

Technical and in-kind assistance furnished by ECODIT LLC under this MOU is United States assistance within the scope of any bilateral agreements between the Government of the United States of America and the countries receiving assistance, and is subject to the terms and conditions of such agreements.

**Article 8. Availability of Funds**

Technical and in-kind assistance furnished by the Parties is subject to the availability of funds. Nothing in this MOU shall constitute a binding commitment or an obligation of, or the promise to obligate, funds.

This Memorandum of Understanding was signed in Brussels on 16/08/2016 in English in two originals and is effective from this date.

For the ECODIT, LLC Energy Links project
Olga Mandrugina, Chief of Party (COP), Energy Links Project

For the Energy Charter Secretariat
Urban Rusnak, Secretary General