Memorandum of Understanding

between

The Graduate School of Law and School of Government, Kyoto University

and

The Energy Charter Secretariat

1. The Graduate School of Law (GSL) and School of Government (SG) of Kyoto University (collectively KU) and the Energy Charter Secretariat (ECS), based on their respective objectives and aware of the increasing importance of education and research to attain a sustainable energy security, seek to promote relations and enhance their synergies by participating in cooperative activities, projects, and initiatives.

2. In particular, the abovementioned parties aim to:
   a) Strengthen cooperation through joint activities.
   b) Promote knowledge related to the Energy Charter Treaty, energy matters, and investment protection.
   c) Promote knowledge sharing on Energy Charter-related matters.

3. In pursuit of the above, the parties have decided to conclude this MOU, and define the initial collaborative activities as follows:
   a) Internships and Research:
      o ECS agrees to provide up to two (2) traineeship positions per year (each for a period of three months) to students of KU. While the final selection decision will be the prerogative of ECS, the candidates, pre-screened by KU, shall be favourably considered. The internship will provide no monetary compensation, but it may provide academic credits transferable to programmes of KU, according to evaluations conducted by both parties.
      o Provided that there is no cost to ECS and depending on space availability, ECS agrees to host academics and post-graduate students from KU for a period of one week to two months to carry out research and studies on Energy Charter work at its Brussels headquarters.
   
   b) Joint Knowledge Collaboration: KU and ECS will consider including one member from the other partner institution in their academic and training activities.
   
   c) Library and Archives Access: Both parties agree to provide staff and students of the other partner with access to non-restricted information resources and publications.
4. 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 and provide suitable suggestions and recommendations.

5. The present MOU does not imply any financial contributions to either party. The development of joint (or individual) projects organized for this cooperation will be subject to the budget limitations of both parties and to both parties’ review and approval.

6. The two parties agree that, in the event of research collaboration leading to patent rights, copyrights, or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property.

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

8. This MOU will have a duration of five (5) years from the date of final signature. Thereafter, it may be reviewed and extended upon agreement by the two parties.

9. Termination of this MOU may be effected upon deliberation by the two parties. Either party has the right to terminate the MOU without liability by giving thirty (30) days’ prior notice in writing to the other party.

10. This MOU is written in English. All communications and documents between the parties will be done in English.

Professor Yoshio Shiomi  
Dean, Graduate School of Law  
Kyoto University  
Date: November 2, 2016

Amb. Urban Rusnák  
Secretary General, Energy Charter Secretariat  
Date: 4/11/2016

Professor Hiroshi Nakanishi  
Dean, School of Government  
Kyoto University  
Date: November 2, 2016