

**Memorandum of Understanding (MoU) between**

**Islamic Development Bank**

**and**

**The Energy Charter Secretariat**

Mr. Mansur Muhtar, Vice President of the Islamic Development Bank, hereinafter referred as IsDB, and Dr Urban Rusnák, Secretary General of the Energy Charter Secretariat, hereinafter referred as ECS, represent the Institutions mentioned and reciprocally recognise their ability to formalise this MoU.

Hereinafter referred to collectively as “the Institutions”,

Considering the increasing importance of access to energy, deployment of renewable energy resources and energy efficiency measures, and of investing in energy infrastructure,

Considering the importance of the Paris Goals and the Sustainable Development goals, in particular on reducing GHG emissions and ensuring access to affordable, reliable, sustainable and modern energy for all,

Aware of the fundamental importance of an efficient framework for international cooperation and synergies on energy issues,

Aware of the importance to strengthen the rule of law on energy issues, by creating a level playing field of rules and mitigating risks associated with energy-related investment and trade,

Aware of the benefits that may derive from closer cooperation between the two Institutions in providing technical assistance and joint projects to countries that are presented in the constituency of both institutions,

Desirous of promoting cooperation between IsDB and the ECS in the furtherance of their common goals in respect of developing countries capacities to align its laws and regulations with the international standards and formulate policies that enhance the capacity of countries to achieve sustainable energy-related development goals and their national energy sector development goals as well.

The institutions have come to the following understanding:

**First:**

The Islamic Development Bank, an international financial institution established pursuant to its Article of Agreement signed/ratified by its member countries. The purpose of the Bank is to foster the economic development and social progress in its Member Countries

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, within their respective mandates, by participating in common activities, projects and initiatives related to the promotion of favourable conditions for energy investments and energy efficiency to face energy needs and achieve the common objectives of secure, affordable and sustainable energy.

**Third:**

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

- a) Co-organisation of seminars, workshops, trainings and capacity-building activities
- b) Participation of officials as speakers at each others' public events, as appropriate
- c) Exchange of non-restricted information, documents and reports in matters of common interest
- d) Cooperation in scholarly research and consultation/exchange of opinions, as appropriate, on investment and dispute resolution topics
- e) Promoting a better understanding of both institutions among their respective Member States
- f) Promotion of private investments in renewable energy and energy efficiency through specific topic reports, peer reviews, risk assessments, sustainable initiatives, and dialogue with the private sector
- g) Promotion of international best practices in governance and regulation to facilitate investment
- h) Developing tools for reducing policy, legal and regulatory risk for investment in the energy sector, especially in the light of energy transition
- i) Publishing country reports and other reports on identification of legal and regulatory barriers to the integration of energy markets, risk mitigation, deployment of renewable

- energy and energy efficiency, and drafting model agreements for implementation of infrastructure projects
- j) Action plans and sectoral plans for sustainable urban development and cities energy performance Visits and /or secondments by and /or exchange of officials and experts
  - k) Co-operative projects and consultations
  - l) Exchange of practices, and other mutually agreed forms of projects

**Fourth:**

Each Institution is expected to appoint a representative who will be responsible for coordination towards implementing this MOU and its related activities. The representatives will develop the means of cooperation, through communication and consultation and provide suitable suggestions and recommendations.

**Fifth:**

The present MoU does not imply contributions to the specific budget of either Institution, unless agreed differently by means of written mutual consent. The development of joint (or individual) projects, organized under this 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 should be in writing and be effective of the date decided by the Institutions.

**Seventh:**

This MoU will have duration of five (5) years from the date of signature and will be renewed for the same duration automatically. It should be noted that unilateral cancellation is possible at any time upon request of either of the Institutions, after thirty (30) days prior notice in writing to the other Institution or by mutual agreement in writing, provided that the termination will not affect activities conducted under the MoU that may have started before the expiration of the 30-day notice period, even if such activities should occur after the expiration date.

**Eighth:**

All communications and documents between the Institutions will be in English.

**Ninth:**

Any dispute that may arise over the interpretation or implementation of this MoU should be settled by direct negotiations between the Institutions.

**Tenth:**

In connection with this MoU, the Institutions hereby agree to treat all information obtained and derived from exchange of information either in writing or otherwise as confidential during and after the expiration of this MoU unless otherwise mutually agreed upon in writing by the institutions.

**Eleventh:**

Nothing in this MoU shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Institutions.

**Twelfth:**

The Institutions will agree in writing on the ownership of any intellectual property rights that may arise in any work created by the collaborative activities pursuant to this MoU, at the time of agreeing on the work plan for such activities.

**Thirteenth:**

This MoU does not give rise to legally binding rights or obligations between the Islamic Development Bank and ECS.

Signed in English in two copies, in Jeddah/Brussels.

For Islamic Development Bank

For the Energy Charter Secretariat (ECS)



Mr. Mansur Muhtar  
Vice President (Country Programs).

Date : ..22/10/2019...



Dr Urban Rusnák  
Secretary General

Date : 24 Sept - 2019