

**Memorandum of Understanding**  
**between**  
**The Permanent Court of Arbitration**  
**and**  
**The Energy Charter Secretariat**

The Secretary-General of the Permanent Court of Arbitration (the 'PCA'), Hugo H. Siblesz, and the Secretary General of the Energy Charter Secretariat (the 'ECS', and, together with the PCA, the 'Institutions'), Dr. Urban Rusnák, represent the Institutions and reciprocally recognise their ability to formalise this Memorandum of Understanding (the 'MOU').

Recognizing the benefits of international arbitration as a means for the peaceful resolution of international disputes;

Desiring to raise awareness about and further promote the more effective resolution of international disputes through arbitration and other means of dispute settlement;

Being mindful that the PCA was established by the 1899 Convention for the Pacific Settlement of International Disputes at the first Hague Peace Conference, which was convened "with the object of seeking the most objective means of ensuring to all peoples the benefits of a real and lasting peace" and that the PCA's International Bureau has considerable experience and expertise in providing registry services and administrative support for international arbitral proceedings involving States, State-controlled entities, intergovernmental organizations, and private parties;

Being mindful that the ECS is the administrative body of the Energy Charter Conference (the 'ECC'); that the ECC is the governing body of the Energy Charter Treaty and the Energy Charter Protocol on Energy Efficiency and Related Environmental Aspects; that the Treaty regulates the promotion and protection of investments, trade, transit, and dispute resolution in the energy sector; that in 2014, the Energy Charter Conference mandated the Secretariat to assist with good offices, mediation and conciliation, as well as to provide neutral, independent legal advice and assistance in dispute resolution and participate in pre-trial proceedings between Contracting Parties; and that as a result, the Secretariat established a Conflict Resolution Centre;

Recognizing the benefits of promoting cooperation among international institutions;

Desiring to establish close ties and to promote the more effective resolution of international disputes through arbitration and other means of dispute settlement; and

Considering that dispute resolution proceedings administered by or under the auspices of the PCA or events jointly organised by the PCA and the ECS may be held at the ECS's facilities, and that good offices, mediation, and conciliation under the auspices of the ECS or events jointly organised by the PCA and the ECS may be held at the Peace Palace, and that, for these

purposes, the Institutions from time to time may require facilities and services at the seat of the other Institution, and each Institution would be assisted by an agreed procedure for requesting assistance of the other Institution in the organization of such hearings and events;

The Institutions have come to the following understanding:

**First:**

The Institutions seek to promote their relations and to enhance their synergies, within their respective mandates, by participating in common activities, projects, and initiatives related to investment and dispute resolution to:

1. strengthen cooperation and knowledge-sharing between the Institutions;
2. promote knowledge and capacity-building of government officials and industry; and
3. encourage cooperation between the ECS's Conflict Resolution Centre and the PCA, taking into account their respective rules and regulations.

**Second:**

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

1. The Institutions will endeavor to cooperate in the organization of conferences, lectures, trainings and seminars on arbitration and other means of dispute resolution and, to the extent that such events are co-organized by the Institutions, agree that they may be held at the premises of either Institution. The Institutions will, subject to confidentiality and similar considerations, exchange information and expertise on matters and activities of mutual interest.
2. The Institutions, recognizing the importance of promoting arbitration and other means of dispute resolution, agree to cooperate, wherever possible and within their respective mandates, in order to facilitate the discharge of their respective functions.
3. The Institutions may seek the support of the PCA and the ECS, as appropriate, where such support can complement the services provided by the other Institution, including the provision of venues for negotiations, hearings, or other dispute resolution proceedings.
4. Whenever an Institution (the 'Requesting Institution') requires facilities and services of the other Institution (the 'Host'), the Secretary-General of the PCA or the Secretary General of the ECS, as appropriate, shall submit a written request to the Host, indicating the facilities and services that will be required and the dates upon which such facilities and services will be required.
5. The facilities and services referred to in section 4 above may comprise:
  - i. meeting and office space, including conference rooms, hearing rooms, party break out rooms, and deliberation rooms;
  - ii. photocopying and internet facilities;
  - iii. essential secretarial support; and

- iv. other facilities and services, as may be agreed between the Institutions.
6. After receipt of such written request, the Host shall promptly inform the Requesting Institution in writing whether and to what extent the requested facilities and services can be made available to the Requesting Institution on the dates indicated in the request.
7. If so requested by the Requesting Institution, the Host shall, to the extent possible and necessary, assist the Requesting Institution in securing the services of, *inter alia*, court reporters, interpreters, translators, and caterers.
8. The Institutions shall separately agree on the handling of fees and costs incurred in connection with the abovementioned activities, as appropriate.

**Third:**

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

**Fourth:**

This MOU does not imply contributions to the budget of either Institution. The development of joint (or individual) projects, organized pursuant to this MOU, will be subject to the assessment of budgetary availability of each Institution and its respective review and approval.

**Fifth:**

This MOU may be amended with the consent of both the Institutions. Either Institution may propose a written amendment to this MOU, which would be effective on the date decided by the Institutions.

**Sixth:**

This MOU will be effective for five (5) years from the date of signature and will subsequently be renewed for the same duration automatically. This MOU may be terminated:

- i. by mutual consent of the Institutions; or
- ii. by either Institution giving notice to the other Institution at least 30 days in advance of the effective date of termination, provided that such termination shall not affect the conduct of previously scheduled activities even if such activities should occur after the 30-day notice period.

**Seventh:**

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

**Eighth:**

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

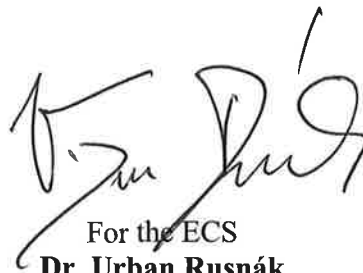
**Ninth:**

This MOU does not give rise to legally binding rights or obligations between the Institutions.

Signed in English in two copies, in Singapore, on this 20<sup>th</sup> day of November 2019



For the PCA  
**Mr. Hugo H. Siblesz**  
Secretary-General



For the ECS  
**Dr. Urban Rusnák**  
Secretary General