

## **Memorandum of Understanding between**

**Queen Mary University of London**

**and**

**The Energy Charter Secretariat**

Queen Mary University of London a higher educational institution organised and existing under the laws of England and Wales with its registered office at Mile End Road, London, United Kingdom, E1 4NS, (hereinafter referred to as "QMUL") and

The Energy Charter Secretariat (hereinafter referred as ECS) an intergovernmental body with legal personality set up by the Energy Charter Treaty (ECT) Article 35.

Hereinafter referred to individually as "the Party" and collectively as "Parties".

Due to:

- the increasing importance of energy matters worldwide in the development of economy, technology, society and the environment,
- the fundamental importance of education, training and knowledge-sharing in the field of energy,
- the benefits that may derive from closer cooperation between the Parties in fostering human resources development and research in the field of energy,
- the desire to promote and cooperate between QMUL and the ECS in the furtherance of their common goals in respect of energy education, capacity-building, research and knowledge-sharing in the field of energy, have agreed as follows:

### **First:**

The Centre for Commercial Law Studies (CCLS) at QMUL set up thirty years ago has renowned expertise in commercial law, including in Banking and Finance, Intellectual Property, Shipping and Arbitration. Recently it has set up an Energy and Natural Resources Institute to focus on the energy sector including teaching, research projects and energy policy and regulation for the future.

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 above mentioned Institutions seek to promote relations and to enhance their synergies by participating in common activities, projects and initiatives

1. To strengthen cooperation between Institutions through joint activities.
2. To promote knowledge related to energy matters.
3. To support the knowledge-sharing on Energy Charter-related matters.

**Third:**

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

- a) Internships and Fellowships
- b) Joint Knowledge Collaboration

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, explore modalities for funding that may be needed for its execution, and provide suitable suggestions and recommendations to the parties and other interested bodies.

**Fourth:**

Annex I of this MoU lists the Initial Lines of Collaboration to be developed. The lines of activities and specific projects can be modified at any time by mutual agreement of the Institutions providing adequate notice of not less than 3 (three) months to ensure that no costs are incurred unnecessarily.

**Fifth:**

The present MOU does not impose any financial or resource implications whatsoever on either Institution. The development of joint projects, organized under this framework of cooperation, will be subject to the identification of appropriate funding modalities that may be necessary to enable implementation.

**Sixth:**

This MOU may be amended with the mutual consent of the Institutions subject to completion of their internal approval processes to obtain such consent. The proposed amendment shall 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 may be renewed by mutual agreement. It should be noted that unilateral cancellation is possible at any time upon request of either of the Institutions, after a thirty (30) days prior notice in writing to the other Institution or by mutual agreement in writing. In the case of such termination, activities that have commenced under the MoU prior to the effective termination date may, by mutual agreement of the institutions continue. In particular, in the event of termination, the Parties will continue to respect their obligations to any students engaged on activities agreed under this MOU.

**Eighth:**

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

**Ninth:**

QMUL and the Energy Charter Secretariat declare and undertake that in relation to the performance of its obligations under this Memorandum:

- It has not offered or given, and will not offer or give, directly or indirectly, any bribe or other improper benefit or advantage, financial or otherwise.
- It has not demanded or accepted, and will not demand or accept, directly or indirectly, any improper Payment of itself or any individual or organisation.
- It has not offered or given and will not offer or give any Improper Payment or other advantage to any public official wherever located.

**Tenth:**

The Parties undertake to resolve their differences or disputes under this MoU amicably.

**Eleventh:**

The Parties choose as their respective *domicilia citandi et executandi* for all purposes arising out of, or in connection with, this MoU the following addresses:

Queen Mary University of London (QMUL)  
Centre for Commercial Law Studies (CCLS)  
67-69 Lincoln's Inn Fields  
London WC2A 2JB  
United Kingdom

Energy Charter Secretariat  
Boulevard de la Woluwe, 56  
B-1200 Brussels  
Belgium

A Party may change its *domicilium* address by a 30 (thirty) days written notice to the other Party.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Memorandum.

Done in English in two copies, in London/Brussels, on 18 February 2016.

For Queen Mary University of London (QMUL) For the Energy Charter Secretariat (ECS)

Centre for Commercial Law Studies (CCLS)

Professor Morag Shiach

Vice-Principal & Executive Dean (Humanities  
& Social Sciences)

Ambss. Urban Rusnák

Secretary General of the Energy Charter  
Secretariat

Date: 18/2/16

Date: 22/02/2016

## Annex I

### Initial Lines of Collaboration

#### a) Internships and Fellowships:

- The ECS agrees to offer at least one traineeship position in the first year rising up to a maximum of 4 per year in the future, available for students of QMUL at its Brussels headquarters, for a period of 3 months per student under its general regulation of internships. Interns will be paid €800 (eight hundred euros) per calendar month for the duration of their internship funded by ECS. Where approved by the relevant QMUL internal regulations, the internship may be used as a credit in the academic programmes of QMUL.
- The ECS agrees to be open to receive academics and post-graduate students of QMUL to carry out research and studies on ECS areas of work at its Brussels headquarters, for a period of one (1) week to two (2) months.
- In case of an open call for fellowships by the ECS, QMUL will conduct a pre-selection of the potential candidates of that Institution. The list will be duly considered by the ECS.

#### b) Joint Knowledge Collaboration:

- QMUL and the ECS agree to discuss the preparation and implementation of a (1) week summer course [biennially or as agreed, to be organized in London, for its academic programs, to be delivered by ECS experts.
- QMUL and the ECS agree to discuss the inclusion of one (1) member of QMUL academic staff in the external activities organized by the ECS
- QMUL and the ECS agree to discuss the preparation and implementation of a joint Course of Professional Development, to be organized in London or Brussels, on topics related to the Energy Charter Treaty and with professionals and academics linked to both Institutions.
- The Parties will exchange information on their respective teaching, research and training programmes in the field of Energy.
- The Parties will, where deemed appropriate, cooperate, in the exchange of teaching materials, periodicals and other sources of information in the field of energy.
- Each Party will make available, wherever possible, copies of its publications upon request of the other Party.
- ECS will cooperate with QMUL to identify individuals to be invited to act as resource persons (lecturers, moderators, distance-learning tutors, trainers).