Memorandum of Understanding

between
The Nature Conservancy

and
the Energy Community Secretariat

This Memorandum of Understanding ("**MOU**") is entered into and between the following Parties: Energy Community Secretariat ("**Secretariat**"), Am Hof 4, Level 5-6, 1010 Vienna, Austria and the non-profit organization The Nature Conservancy ("**TNC**"), District of Columbia, USA, Arlington, Virginia, USA, with a European office at Schiffbauerdamm 8, 10117, Berlin Germany.

WHEREAS the Energy Community (EnC) is an international organisation dealing with energy policy, established by international treaty in October 2005 in Athens, Greece. The Treaty establishing the Energy Community brings together the European Union, on the one hand, and countries from the South East Europe and Black Sea Region on the other hand.

WHEREAS the Energy Community Treaty *acquis communautaire* requires the Contracting Parties to establish a framework for safeguarding sustainability principles when developing energy projects, plans and programmes, including the utilisation of renewable energy sources.

WHEREAS the Secretariat has the mandate to monitor, to assist and to enforce the implementation of the Energy Community Treaty to create an integrated pan-European energy market, support investments, integrate climate and energy actions, pursue sustainability of energy systems and improve the environmental situation and foster the use of renewable energy in its Contracting Parties.

WHEREAS the XXV Meeting of the Energy Community Task Force on Environment supported the idea of establishing a Center that will focus on the development of legal mechanisms and institutional setup for streamlining the permit-granting process of energy projects that should be linked and working closely with the Environmental Task Force Group, and collaborate with further groups and committees of the Secretariat, such as the Renewable Energy Coordination Group, Energy and Climate Committee and other relevant experts and expert groups.

WHEREAS TNC has developed a "smart siting approach," which intends to help governments, utilities and developers to map locations with high energy potential and low natural and social sensitivity. Choosing low-conflict areas for renewable energy projects development ensures nature protection and social acceptance of such projects, applying the "do no significant harm" principle strategically. This, in turn, helps to avoid project delays and additional costs via expedited permitting procedures. The low-conflict high-energy-yield areas identified in such a manner are equivalent to the "Renewables

Accelerations Areas" as set out by the revised Renewable Energy Directive.

CONSIDERING THAT, the Parties desire to sign this memorandum to confirm their readiness to cooperate in the field of streamlining the planning and permit-granting process of energy projects in particular from renewable energy, the Parties have come to the following understanding:

§1 OBJECTIVES

This Memorandum is intended to facilitate cooperation between the Parties to improve the environmental situation and foster the deployment of renewable energy in Contracting Parties in the Energy Community Contracting Parties.

This Memorandum and the cooperation established by it cannot affect the Secretariat's role as an independent institution established under the Energy Community Treaty.

§ 2 AREAS OF COOPERATION

The Parties intend to establish partnership and cooperation in the following initial areas:

I. Streamlining permit-granting processes:
   i. streamlining and accelerating the permit-granting process of solar and wind projects, including early energy siting and planning facilities.
   ii. Developing a comprehensive permit-granting regulatory framework, mechanisms and tools that will comply with the *"do no significant harm"* principle.

II. Accelerating permitting procedures via renewable energy planning:
   i. Assessments and recommendations on streamlining the planning of solar and wind projects.
   ii. Development of a mechanism for comprehensive planning of solar and wind projects based on sustainability criteria that safeguard *"do no significant harm"* principle.

§3 MODES OF COOPERATION

The Cooperation between the Parties shall be guided by the common interest to implement the cooperation in the most efficient and successful way. Mutual trust, frequent communication and comprehensive information sharing on all matters concerning the common interest will guide this cooperation.

The Parties intend to set up a Steering Group that consists of representatives of each of the Parties for the planning of joint activities. The Steering Group will engage in discussions to define prospective areas of engagement and cooperation.

The Steering Group will meet at least once a year to identify and prioritise strategic focus areas of cooperation. The results will be documented in an annual working plan.

TNC will delegate an expert (with strong understanding of the planning and permit-granting process of energy projects) to be based at the premises of the Secretariat. The expert will support the Steering Group and the Secretariat in the activities related to the planning and permit-granting process of energy projects. The delegated expert will report to the respective hierarchies of the Parties, while the disciplinary and personal management functions towards the delegated expert remains with TNC. The recruitment and delegation process will follow TNC rules and procedures. All costs of delegation, including travel, will be covered exclusively by TNC. The delegated expert will exercise the necessary discretion in all matters of official business. In particular, the delegated expert shall not disclose, cause to be published, or assist in the publication of any material relating to the Energy Community or deliver a public address on behalf of the Energy Community, to third parties without prior written consent by the Director of the Energy Community Secretariat. The confidentiality obligation shall continue to apply after the completion of the contract for engagement. The delegated expert shall notify the Secretariat of any past or present relations of professional, private or familial character with the potential of bearing a conflict of interest with their provision of work for the Energy Community. The delegated expert agrees that their personal data will be stored and processed by the Secretariat in line with Article 9 of Procedural Act 2019/4/ECS-EnC on the Secretariats' Data Protection Policy. Procedural Act 2019/04/ECS-EnC is attached as Annex I to this MoU.

Parties will regularly exchange in order to coordinate activities to ensure complementarity and avoid overlap in implementation of their strategies, programmes and projects. For this purpose the Parties will designate principal contacts.

§4 PRINCIPAL CONTACTS

The principal contact for each party will be:

For the Secretariat:
Aleksandra Bujaroska
Environmental Expert
Am Hof 4, Level 5, 1010 Vienna, Austria
aleksandra.bujaroska@energy-community.org

For TNC:
Igor Vejnović
Southeast Europe Director of Strategic Initiatives
Schiffbauerdamm 8, 10117 Berlin, Germany
igor.vejnovic@tnc.org

Each party may change its principal contact at any time by a simple written notice to the other party.

Under the provisions of this MOU, the Parties may, upon written agreement, produce documents, reports, studies, photographs, and maps, as well as product-specific documents (collectively "Works"). Unless otherwise agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work will belong to the Party that produces the Work. If a Work is jointly produced by the Parties, the copyright will be owned jointly by the Parties. In all cases of co-authorship of scholarly journals or similar publications, each party is hereby authorized to use the Work, without prior authorization from the other, for non-commercial purposes in support of the Party's mission.

Copyright arrangements will be defined and agreed upon through mutual understanding. The Secretariat retains the copyright ownership within its official capacity. All resources made available to the delegated expert by the Energy Community for the purpose of fulfilling her/his responsibilities, including but not limited to objects, documents, notes, and correspondence must be used solely for those purposes. When using the Energy Community's information technology facilities, the delegated expert shall not obtain on request or disseminate illegal material or content that may bring the Energy Community in disrepute.

§5 EFFECTIVENESS, TERMINATION AND OTHER MATTERS

This Memorandum will begin on the date the MOU is signed by both parties and will remain in effect for an unlimited period unless terminated as provided herein.

This Memorandum does not obligate either Party to provide financial support of any sort. In the event the Parties decide to transfer any funds, such transfer of funds between the Parties will be the object of an independent contract that includes clauses and other conditions in accordance with the internal procedures of each party and that will be duly signed by both parties.

Either Party may terminate this Memorandum by giving thirty (30) days written notice to the other party.

This Memorandum does not preclude the Parties from establishing similar agreements or contracts with other individuals, entities, agencies, and public or private organizations. The Parties recognize the importance of continuing to cooperate and work with other partners in programs of mutual interest and to be able to, by means of a written document signed by both parties, invite other partners to participate in the activities implemented under this Memorandum.

While the Parties are committed to using their best endeavors to achieve its purpose, this document is not intended to create binding or legal obligations on the Parties. Nothing in it shall be construed as creating any legal relationship between the Parties and its provisions do not create rights, obligations, or duties for either Party. It is intended to be a statement of intent to foster genuine and mutually beneficial cooperation.

The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither Party will refer to or treat the arrangements under this Mémorandum as a legal partnership or take any action.

The Parties enter into this Memorandum with mutual respect in a spirit of cooperation. The Parties hereby agree that, in the event of any dispute relating to this Memorandum, they shall first seek to resolve the dispute through informal discussions. If a dispute cannot be resolved informally within thirty (30) working days, the Parties agree to terminate this Memorandum.

Each Party shall be solely responsible and liable for the actions or omissions of its own employees, agents, and representatives involved with the activities contemplated under this Memorandum, including any related damages, losses and claims to or by third parties. Nothing herein shall be construed as creating joint or several liability between the Parties.

This Memorandum shall not be construed as a waiver of immunity by any of the Parties hereto. The Parties acknowledge and agree that their respective immunities remain intact and unaffected by this Memorandum.

The Parties will observe all applicable laws and regulations during the execution of the services implemented under the provisions of this Memorandum.

This Memorandum may only be modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding, effective as of the last date written below.

For the Energy Community Secretariat

Artur Lorkowski
Director

19. 10. 2023
Date

For the Nature Conservancy

Marianne Kleiberg
Regional Managing Director Europe

19/10/2023
Date