**Memorandum of Understanding
between
the Energy and Water Agency (EWA)
and
 the Agência para a Energia (ADENE)**

**WHEREAS** the Energy and Water Agency is an agency of the government of Malta, established by law, responsible for the design, development, monitoring, reviewing, updating and cohesive coordination of policy in the areas of water conservation and energy, the drafting of relative legislative proposals and the design, development and management of a sustained knowledge, education, information, and communications framework in these policy areas.

**WHEREAS** the Portuguese Energy Agency, ADENE – Agência para a Energia, is a private non-profit association, established by Decree-Law nr. 223/2000, of 9th September, as amended by Decree-Law nr. 47/2015, of 9th April, with a public interest status, with the mission to develop public interest activities within the energy policy, including energy efficient mobility and efficient use of water, working closely with economic agents and consumers, and with other entities with similar attributions in these areas.

**CONSIDERING** that their common areas of purpose include policies and measures for the energy sector, its interfaces with other sectors and the efficient use of water;

**ACKNOWLEDGING** that both Parties, in furtherance of their mission are currently members of the European Energy Network (EnR) and the Mediterranean Association of National Agencies for Energy Management (MEDENER), and that they wish to further the scope and opportunities for direct cooperation;

**DESIRING therefore,** to establish a mutually beneficial cooperation which operates in the spirit of collaboration, the Energy and Water Agency, represented by Mr Manuel Sapiano, Chief Executive Officer and ADENE – Agência para a Energia, represented by Mr. Nelson Lage, President of the Board of Directors, and Ms. Susana Corvelo, Vice-President of the Board of Directors, (hereinafter referred to collectively as “the Parties”), have entered into the present Memorandum of Understanding (hereinafter referred to as “MoU”).

**Article I
Purpose**

1.1 The purpose of this MoU is to create a general framework for cooperation between the Parties, and shall furthermore serve to establish the necessary communication channels as a result of which further areas of cooperation may be identified and prioritised, leading to collaborative efforts on projects and activities.

1.2 The Parties hereby commit themselves to cooperating on the basis of exchange of relevant information and expertise, with a view to realizing potential synergies towards the achieving of common goals, and to implementing activities as set forth in Article II to this end.

**Article II**

**Areas of Cooperation**

2.1 Cooperation between the Parties under this MoU may include but shall not be limited to the areas for collaboration identified hereunder.

2.1.1 Sharing of knowledge in common areas of expertise.

* + 1. Technical collaboration in the areas of:
1. implementation of EU policy in the areas of energy and efficient use of water;
2. new energy concepts and solutions, including energy storage systems, for the development of sustainable energy systems;
3. training, information, and awareness raising campaigns targeted to local communities and stakeholders.

2.1.3 Mutual support through the dissemination of tools, methodologies, as well as capacity building and technical assistance.

2.1.4 Promoting increased appreciation of the significance of the Energy-Water nexus in the Mediterranean region.

2.1.5 Exploring funding opportunities and joint initiatives or projects with a view to stimulate discussion on new energy business models, services and technologies to ensure a fair and cohesive transition to carbon neutrality.

* 1. The Parties may, subject to agreement, identify and undertake activities or projects which are not specifically listed in Article 2.1, in any other areas of mutual interest related to their established remits.

**Article III
Implementation and Modes of Cooperation**

3.1 The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU and to maintain a close working relationship in order to achieve the objectives of collaboration under the present MoU.

3.2 Specific activities in the above-mentioned areas of cooperation will be negotiated, agreed upon, and approved by the Working Group on the basis of the Parties’ priorities and commitments. Activities may, by mutual agreement between the Parties, be designed as projects.

3.3 Where the Parties agree that specific terms and conditions of cooperation should be applicable to the implementation of any activity or project undertaken under this MoU, such terms including but not limited to clear deliverables, time frames and, if any, funding arrangements, shall be discussed and mutually agreed upon between the Parties prior to the initiation of said activity or project, and shall be reduced to writing in a separate document to be signed by both Parties. These documents may constitute appendices to this MoU.

3.4 The documents described in Article 3.3 may be modified at any time by written agreement of the Parties.

**Article IV
Focal Points and Working Group**

4.1 The Parties have designated MoU Focal Points, as indicated below, to plan and develop activities under this MoU and ensure its proper implementation:

The Focal Point for EWA shall be:

Name/Surname/ contact details

The Focal Point for ADENE shall be:

Luís Silva
Head of Cooperation and Institutional Affairs Department
Email: luis.silva@adene.pt and contact number: +351.964 794 636

4.2 A Working Group for cooperation (hereinafter referred to as the “Working Group”) shall be established by the Parties, comprised of the Focal Point of each Party (or their nominated representative who shall be a senior officer of the Party) and one other representative of each Party, provided that other persons with relevant technical expertise may be allowed to participate in Working Group meetings, subject to the mutual consent of both Parties.

4.3 The Working Group shall be responsible for the following:
(i) determining the fields of mutual interest in which joint cooperation shall be undertaken;

(ii) exchanging views and establishing the means for developing joint scientific and technical cooperation, and implementing said cooperation through the formulation of activities to be jointly undertaken;

(iii) approving the performance of joint activities;

(iv) monitoring and reviewing ongoing activities;

(v) making and considering proposals for further development and for the improvement of the cooperation

(vi) establishing and agreeing upon the terms of cooperation relative to any activity for which a separate agreement may be deemed necessary in terms of Article 3.3.

4.4 The Working Group shall meet as mutually agreed upon by the Parties, provided that such meetings may be held remotely, if this becomes necessary due to travel restrictions or public health considerations. In-person meetings shall

4.5 Each Party shall communicate to the other its appointed Working Group members within one month of the signing of this MOU and the first meeting, in presence or online, shall take place within three months of signing.

4.6 The Working Group shall meet at least 4 times per year.

**Article V
Intellectual Property Rights**

5.1 Nothing in this MoU shall be construed as granting or implying rights to, or interest in, IP of the Parties, except as otherwise provided in paragraph 5.2 below.

5.2 In the event that the Parties foresee that IP that can be protected will be created in relation to a particular activity or project to be carried out under this MoU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant document drawn up pursuant to Article 3.3.

**Article VI
Reporting Requirements and Publication**

6.1 The Parties shall keep each other informed through the Focal Points of all relevant activities pertaining to this collaboration and the Working Group shall hold consultations as appropriate, in order to evaluate the progress in the implementation of this MoU and to revise and develop new plans for current or prospective activities.

6.2 Studies undertaken jointly by the Parties through the activities conducted under this MOU, shall be reviewed and approved in accordance with the policies of both Parties prior to publication or presentation and may be used for each Party’s own purposes as deemed appropriate, provided that any contribution made thereto by the other Party is acknowledged in any public use.

**Article VII**

**General Provisions**

**Amendments**

7.1 This MoU may be amended only by written agreement of both Parties.

**Settlement of disputes**

7.2 Any dispute arising out of or in connection with this MoU shall be settled by amicable and good-faith consultations and negotiations between the Parties.

**Privileges and immunities**

7.3 Nothing in, or related to, this MoU shall be deemed to be a waiver, express or implied, of any of the privileges and immunities of either Party.

7.4 Unless strictly in relation to their collaboration or joint activities or projects under this MoU and subject to being expressly authorised in writing by the other Party, neither Party shall in any manner whatsoever, use the name, emblem or official seal of the other Party.

7.5 The Parties are recognized to be legally separate and independent of each other and neither Party has the authority to act on behalf of the other.

**Commitment of resources**

7.6 This MoU does not in any way commit either Party to financial or human resource obligations. The terms and concrete conditions for implementing the cooperation activities referred to in this MoU or as mutually agreed to between the Parties, including, if and where applicable, any operational and financial responsibilities of each Party, shall be agreed in writing by the Parties on a case-by-case basis in line with Article 3.3.

**Publicity**
7.7 All press releases or public statements relating to this MoU or its implementation shall be approved by both Parties, in writing, prior to release or disclosure.

**Article VIII**

**Term and Termination**

8.1 This MoU shall become operative on the date of signature by both Parties and shall remain in effect for a period of three (3) years, following which it shall be automatically renewed for a successive period of three (3) years, unless one Party gives three (3) months’ notice of its wish to not renew to the other Party.

8.2 This MoU may be terminated at any time by mutual agreement of the Parties. In any such event, the Parties shall take all necessary actions as required to promptly and in an orderly manner terminate any ongoing activities or projects carried out under this MoU in a cost-effective manner.

**Article IX**

**Notices**

9.1 Any notices required by this MoU or, unless otherwise provided therein, by the documents described in Article 3.3, shall be given in writing and delivered to the following addresses:

9.1.1 Notices to EWA:
Energy and Water Agency
Pinto Business Centre
Triq il-Mitħna,
Qormi, QRM 3104
Malta

9.1.2 Notices to ADENE:

**ADENE - Agência para a Energia**

Av. 5 de Outubro, 208 – 2nd floor

1050-065 Lisboa

Portugal

or at such other address as may be designated from time to time.

**Article X**

**Final Provisions**

10.1 This MoU shall not create any rights and obligations under Maltese, Portuguese or applicable international law.

10.2 Any matters that are not described in this MoU shall be subject to discussion and agreement by the Parties.

**DONE** in Qormi, this 2th day of June, in the year Two Thousand and Twenty-Two, in two (2) originals in the English language.

**For Energy and Water Agency (EWA)** **For ADENE - Agência para a Energia** **(ADENE)**

**Manuel Sapiano Nelson Lage
Chief Executive Officer** **President of the Board of Directors**

 **Susana Corvelo**

 **Vice-President of the Board of Directors**