



**Memorandum of Understanding (MoU) between**  
**The Asian-African Legal Consultative Organization**  
**And**  
**The Energy Charter Secretariat**

Prof. Dr. Kennedy Gastorn, Secretary-General of the Asian-African Legal Consultative Organization, hereinafter referred as AALCO, and Dr. Urban Rusnák, Secretary General of the Energy Charter Secretariat, hereinafter referred as ECS, represent the Institutions mentioned and reciprocally recognize their ability to formalize this MoU.

Aware of the benefits that may derive from closer cooperation between them and desirous of promoting cooperation between them in the furtherance of their common goals in respect of capacity-building, research and knowledge-sharing in the field of investment and dispute resolution,

AALCO and ECS have come to the following understanding:

**First:**

The Asian-African Legal Consultative Organization is a inter-governmental organization. The objective of AALCO is to serve as an advisory body to its Member States in the field of international law and provide a forum for co-operation in legal matters of common concern to its Member States, and may establish co-operative arrangements, as may be deemed appropriate, with the United Nations, its Agencies and other inter-governmental organizations with a view to promoting such co-operation in the field of international law;

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:**

AALCO and ECS seek to promote 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 Institutions.
2. promote knowledge and capacity-building of government officials and industry.
3. to encourage cooperation between the Conflict Resolution Centre of the ECS and AALCO's Regional Arbitration Centers, taking into account their respective rules and regulations

**Third:**

As a result, AALCO and ECS 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

**Fourth:**

Each party 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. 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 both AALCO and ECS. The proposed amendment should be in writing and be effective of the date decided by them.

**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 AALCO or ECS, after a 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 AALCO and ECS will be done in English.

**Ninth:**

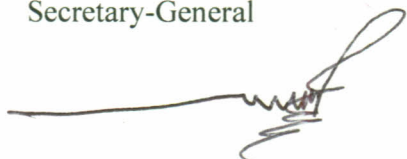
Any dispute that may arise over the interpretation or implementation of this MoU should be settled by direct negotiations between AALCO and ECS.

**Tenth:**

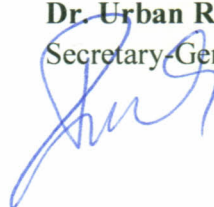
This MOU does not give rise to legally binding rights or obligations between AALCO and ECS.

Signed in English in two copies.

For AALCO  
**Prof. Dr. Kennedy Gastorn**  
Secretary-General



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



Date: 21 November 2018

Date: 13/11/2018