

Memorandum of Understanding

Between Nordic Energy Research, The Ministry of Energy, Lithuania, The Ministry of Economics, Latvia and The Ministry of Economic Affairs and Communications, Estonia;

Having regard to the joint Baltic-Nordic Energy Research programme, which was initiated by Nordic Energy Research and developed in collaboration with the Baltic States' ministries with responsibility for the energy sector;

Having regard to the Agreement on Baltic Parliamentary and Governmental Co-operation Between the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania and its common priorities for co-operation, which include co-operation in the sphere of energy;

Taking into account the importance to fund energy research in the Baltic States and inspire intra-Baltic and Baltic-Nordic collaboration as well as to promote Baltic-Nordic Research Area;

Have reached the following understanding:

Article 1.0: The Memorandum of Understanding

This Memorandum of Understanding (hereafter called the MoU) sets out a legally non-binding framework for management and financing of the Joint Baltic-Nordic Initiative on Energy Research.

The MoU outlines the roles of the Baltic States' ministries with responsibility for the energy sector and of Nordic Energy Research (hereinafter called NER), an organisation under the umbrella of the Nordic Council of Ministers, organising Nordic cooperation on energy research and analysis. It defines the aims of the Baltic-Nordic Energy Research programme (hereinafter called the Programme), describes the Programme's management structure and outlines thematic research areas within the Programme.

The signatories of the MoU are individually designated as the Participant and collectively as the Participants.

Article 2.0: The duration of the Programme

The Participants declare their willingness to participate in this Joint Baltic-Nordic Initiative on Energy Research and to contribute to the funding of the Programme during the period 2018–2021.

Article 3.0: The Aims of the Programme

The overall aim of the Programme is to promote energy research and analysis in the Baltic States and inspire intra-Baltic and Baltic-Nordic collaboration as well as to promote Baltic-Nordic Research Area. This aim translates into three central actions:

- Action no 1: Promotion of intra-Baltic and Baltic-Nordic research projects with participation of Baltic researchers,
- Action no 2: A Baltic-Nordic Doctor of Philosophy (PhD) collaboration,
- Action no 3: Exchange of energy researchers between the Baltic and Nordic countries.

The content of the actions is further described in Annex 1: "Programme Memorandum".

Article 4.o: The funding

4.1 The Programme is financed from a fund of contributions provided by the Participants. The Programme is administrated by NER. The Participants aim to provide altogether the funding for the Programme amounting to a total of approximately 6 million NOK/Year.

4.2 The Participants aim to contribute the Programme as follows:

- The Baltic States' ministries with responsibility for the energy sector – a total of 3 million NOK/Year (Approximately € 321 000), which is divided as follows:
 - The Ministry of Economic Affairs and Communications, Estonia – 1 million NOK/Year (Approximately € 107 000),
 - The Ministry of Economics, Latvia 1 million NOK/Year (Approximately € 107 000),
 - The Ministry of Energy, Lithuania 1 million NOK/Year (Approximately € 107 000),
- NER – 3 million NOK/Year (Approximately € 321 000).

4.3 As Programme administrator, NER will enter into agreements with each Participant on detailed aspects related to management of financing provided by Participants in accordance with this MoU.

Article 5.o: The Funding Procedure

5.1 Funding from the Participants shall be transferred to NER in one of the following ways:

- For the whole Programme period (2018-2021) or its part,
- On annual basis,
- Each time when the Programme Board has agreed to start an activity.

5.2 Any unused Programme funds may remain at NER for further Programme activities, unless otherwise decided by Programme Board.

If requested by the Participant any unused Programme funds shall be returned to the Participant according to the original payment ratio. This shall not affect any Actions already in progress unless agreed upon by all other Participants.

Article 6.o: Management Structure

6.1 NER is the legal entity administering the Programme and its finances.

6.2 The Programme Board

The Programme Board will be composed of:

- One representative appointed by the Ministry of Economic Affairs and Communications, Estonia,
- One representative appointed by the Ministry of Economics, Latvia,
- One representative appointed by the Ministry of Energy, Lithuania,
- Two representatives appointed by NER.

The task of the Programme Board is to work to fulfil the aims of this MoU, and represent the interest of the Participants.

6.3 Programme management, secretariat and administration

The NER administration will follow the decisions of Programme Board in regard to management of the Programme and its funds.

The management structure that applies to this programme is further described in the Terms of Reference (Annex 2).

Article 7.o: Ownership of Project outputs

In relation to Participants ownership of the Project outputs, including Intellectual property rights and open access issues, will be regulated on the basis of the NER Standard Terms of Contract (see Annex 3) and the respective agreements. In accordance with this, NER will grant all Participants royalty-free, non-exclusive license and user rights to the Projects outputs.

Article 8.o: Status of the MoU

This MoU outlines current intentions of the Participants signing this MoU and forms a framework for the Programme. This MoU is not intended to create legally enforceable rights or obligations to its Participants.

Any disputes related to the interpretation or application of the MoU will be resolved through negotiations between the Participants and will not be brought to the national or international court or any other third party.

This MoU comes into force when signed by all Participants.

Article 9.o: Miscellaneous

The MoU is drawn up in English and all documents and meetings pertaining to the MoU shall be written/conducted in English.

The MoU and its Annexes 1 and 2 may only be amended by a document signed by all Participants and identified as an Amendment to this MoU.

Each Participant shall have the right to terminate this MoU by giving at least six months' written notice to other Participants at any time.

If the MoU is terminated by a Participant, such termination shall not affect any activity already in progress unless agreed upon by all Participants.

This MoU has been enacted in four (4) duplicates, one (1) for each Party.

10.o Annexes to the MoU:

In case of conflict between the MoU and the annexes thereto, the documents shall have the following priority:

- The MoU
- Annexes 1-3

Annexes:

Annex 1: Programme Memorandum

Annex 2: Terms of Reference

Annex 3: NER Standard Terms of Contract

Approval of the MoU

The following authorized persons approve the MoU:

On behalf of Nordic Energy Research

Date

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sign

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Name, Title

On behalf of The Ministry of Economic Affairs and Communications, Estonia

Date

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sign

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Name, Title

On behalf of The Ministry of Economics, Latvia

Date

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sign

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Name, Title

On behalf of The Ministry of Energy, Lithuania

Date

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sign

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Name, Title
