

# Memorandum of Understanding (MoU)

between

## European Energy Award (eea)

and

## Covenant of Mayors for Climate & Energy - Europe (CoM-Europe)

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### Between

The European Energy Award, hereinafter referred to as eea, with its international non-profit Association European Energy Award AISBL established in Brussels, represented by its Board members Helmut Strasser and Gilbert Théato.

The Covenant of Mayors for Climate & Energy – Europe, hereinafter referred to as CoM-Europe, with the main office established in Brussels represented by Julije Domac, Member of the European Covenant Board.

### Whereas

- Whereas the European Energy Award is a quality management and awarding system for local authorities in Europe<sup>1</sup>. It supports the latter (currently > 1500 local authorities) in establishing interdisciplinary planning approaches and implementing effective energy and climate policy measures. The Association European Energy Award AISBL is the international umbrella organisation of several national European Energy Award programmes.
- Whereas the Covenant of Mayors for Climate & Energy – Europe brings together thousands of local governments voluntarily committed to implementing the EU climate and energy objectives. The EU initiative is coordinated by a Secretariat, funded and managed by the European Commission.
- Whereas in 2009 eea was officially recognised, with other initiatives and tools, as contributing to the overall objectives of the CoM-Europe initiative and as efficient implementation tool for the CoM-Europe.
- Whereas, since this recognition, there have been regular exchanges between the Covenant of Mayors and the eea to explore possibilities of reinforcing linkages between the eea and the CoM-Europe. There is at the date of signing this MoU an EU financed H2020 project ongoing (CoME EAsy project) with the aim to facilitate multiple engagement of local authorities.

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<sup>1</sup> Member countries 2019: Austria, France, Germany, Italy, Liechtenstein, Luxembourg, Monaco, Switzerland Romania, Ukraine, Belgium, Croatia, Greece, Poland

- Whereas the comparative analysis of the eea and the CoM-Europe has shown similarities and complementarities between both approaches (e.g. geographical coverage, technical support provided) – for instance: .
  - The CoM-Europe is a large community of local authorities gathered around a shared vision and ambitious 2030 commitments. It therefore provides a clear path for eea cities, but also international recognition and visibility to their actions.
  - The Covenant of Mayors provides a comprehensive methodological framework to develop and implement a Sustainable Energy and Climate Action Plan, while eea is a quality management tool and awarding system that offers systematic guidance for cities to continuously improve and implement their energy and climate policies and activities
  - The eea provides support through a pool of technical advisors and national adapted catalogues of measures that benefit also CoM-Europe signatories. Its auditing process assures the quality of local energy and climate policies and action plans.

## Purpose and scope

1. This Memorandum of Understanding ("MoU") establishes bilateral cooperation between the eea and the CoM-Europe.
2. The parties intend to develop and strengthen bilateral cooperation in areas of common interest, notably by supporting local authorities involved in eea/CoM-Europe developing and implementing Sustainable Energy and Climate Action Plans as well as reporting progress.  
More precisely:
  - a. Both initiatives strive to maximise synergies and complementarities between them (e.g. city mobilisation, technical assistance, capacity building and networking), while minimising dual processes (e.g. monitoring, reporting, and evaluation) for the sake of facilitating the procedures for local authorities participating in both eea and CoM-Europe.
  - b. Both initiatives and their steering bodies agree on greater collaboration and mutual recognition of their respective processes and achievements. They intend to keep close contact, update each other, and work together on planned/future developments (incl. reporting by local authorities), disseminate main results and encourage new local authorities to join – whenever relevant and in order to minimise the administrative burdens for municipalities joining both initiatives.

## Duration

1. This MoU is concluded for a period of two (2) years from the date of its applicability as agreed by the parties and identified as the date by which both parties have signed this MoU, unless otherwise stated. Unless terminated in accordance with the 'Termination' Section, it will be automatically extended for subsequent periods of two (2) years.

## Procedure

1. The parties intend to meet at least yearly to oversee the development of their joint activities.
2. To this end, the parties intend to identify and to communicate to each other the names and titles of their respective focal points.

## **Administrative Nature**

1. This MoU is not intended to create any legal relations between the parties or to impose formal obligations on them. No provision in this MoU shall interfere in any way with the decision making autonomy of either party. Nor shall it modify the terms of either party's specific mandates or their statutory rules and provisions.
2. This MoU sets forth principles and guidelines by which the parties intend to engage in an institutional collaboration. Nothing in this MoU shall be construed to impose financial obligations to either party. Each party shall be responsible for the costs of its performance hereunder.

## **Joint activities**

1. Appropriate mechanisms for sharing responsibilities and tasks aiming at the implementation of joint activities, projects or programmes under this MoU shall be determined on a case-by-case basis in accordance with the applicable financial rules and regulations of either party.
2. This MoU is not intended to modify or exclude the application of the relevant procurement rules or any other internal rules of either party, as they may be applied to the activities covered by this MoU.

## **Visibility and Documentation**

1. The parties intend to give strong visibility to their partnership and respective contributions in future cooperation.
2. The parties envisage promoting each party's trademarks and logos when pertaining to joint activities. The use of the other party's names or logos shall not imply any exclusive arrangement. It is the intent of the parties to link mutual information and, if any, co-branded newsletters and modules to each other's webpages.
3. The parties agree to request the explicit agreement of the other before using its logo, through a simplified procedure.

## **Disclosure of information**

1. Any exchange of information among the parties and all activities undertaken pursuant to this MoU shall be consistent with their respective policies and procedures on disclosure of information.

## **Liability**

1. Any joint activity carried out by eea or CoM-Europe pursuant to this MoU must be consistent with the policies, rules and regulations of the respective party. This text does not intend to create rights or obligations under international law.

## **Non Exclusive Nature**

1. This MoU does not grant exclusivity to either party. Neither party is restricted from participating in similar initiatives with other public or private agencies, organizations or individuals.

## **Applicability, Amendment and Termination**

1. This MoU will govern the joint activities aiming at common objectives of the parties upon its signature by the authorised representatives of eea and CoM-Europe.
2. The parties may agree any change to the provisions included in this MoU by means of an addendum,

which will be annexed as an integral part of this MoU.

3. This MoU may be terminated by either party upon giving three months advance written notice to other party. This period will commence as from the date of receipt of the notice of termination. In such case, the parties shall take any necessary action for the orderly conclusion of ongoing activities and to ensure that such termination will not be prejudicial to any activity in progress pursuant to this MoU.

For the European Energy Award

Place/Date



Helmut STRASSER  
Chairman  
Association European Energy Award AISBL



Gilbert THÉATO  
Vice-Chairman  
Association European Energy Award AISBL

For the Covenant of Mayors – Europe

Place/Date



Julije DOMAC  
Member of the European Covenant Board