

Memorandum of Understanding between The Nature Conservancy and Eurelectric

This Memorandum of Understanding (“MOU”) is entered into this 15th November 2022 between The Nature Conservancy GmbH (TNC), a global non-profit conservation organisation with its European headquarters in Berlin, Germany and Eurelectric, the European association representing 34 national electricity associations in 32 European countries.

TNC’s mission is to conserve the lands and waters on which all life depends. Eurelectric’s mission is to lead Europe’s energy transition with decarbonised and reliable electricity. The parties wish to work together via a policy cooperation partnership, for the broad purpose of partnering to advance an integrated approach towards the accelerated deployment of renewable energy, the protection of biodiversity and nature restoration across Europe in support of the policy objectives set out by both the European Commission’s REPowerEU package¹ and the EU Biodiversity Strategy for 2030². This collaboration shall focus on a joint policy cooperation and shall be hereby referred to as the “Programme”.

1. OBJECTIVES. The objective of this MOU is to formalise a mutual policy cooperation, with the purpose of working together to: build confidence among European Union institutions, Member States and other stakeholders that the revised renewable energy target by 2030 could be credibly delivered by accelerating deployment of renewable energies in areas and ways that deliver on both the EU’s climate and biodiversity objectives; posing low conflict with biodiversity and wildlife, and being supported by sound science and data mapping.

TNC and Eurelectric would, in the early stages of this policy cooperation, seek to explore scope and feasibility for delivering on the following:

- **Continuing the joint work on Eurelectric’s Power Plant project (as part of TNC’s participation to the advisory group) and other initiatives of mutual interest** that aim at delivering rapidly accelerated volumes of renewable energy to meet EU 2030 targets.
- As part of the Power Plant project, cooperation on a deliverable **exploring the possible creation of new EU-wide guiding principles** to better identify and recognise renewable siting best practice, to help **harmonise approaches across EU-27** and **provide clearer investment signals to industry**

¹ https://ec.europa.eu/commission/presscorner/detail/en/IP_22_3131

² https://ec.europa.eu/environment/strategy/biodiversity-strategy-2030_en

(covering potential benefits, feasibility and implications [positive and/or negative] of such a set of harmonised principles on the Programme's objective;

- **Joint engagements or events with policymakers and other stakeholders** – as and when mutually agreed as being feasible for both parties and beneficial to the Programme's objective;
- **Exploring the possibility to formulate joint policy position(s)** on the most relevant aspects of the European legislative agenda that pertain to the Programme's objective and our organisations' respective areas of expertise;
- **Joint scoping of wider collaboration with the agriculture sector to explore creation of a broader policy coalition between nature, power and agriculture sectors** in support of the Programme's objective. Both organisations could bring their wider, respective networks and existing partnerships towards this goal. For example, TNC's existing role in the Forum for Future of Agriculture³;
- **Joint identification of any outstanding data or evidence sets that could deliver beneficial impacts to fulfill the Programme's objective** and discussion among relevant teams/experts about how these could be addressed; and
- **Information and data sharing sessions** to share and build mutual understanding across the two parties of their respective work towards the Programme's objective – as and when mutually feasible and agreed. For example, TNC could offer briefing session(s) for Eurelectric and its invited members to share results of the scientific studies TNC scientists have been undertaking to spatially map low impact areas suitable for more rapid renewable energy deployment across Europe.

2. RESPONSIBILITIES OF THE PARTIES. This section sets forth the parties' intentions with respect to the expected activities under this MOU. The parties will be jointly responsible for:

- Developing a brief, shared public statement and high-level messages about the Policy Cooperation and its purpose, for use in engaging policymakers, media and other external parties;
- Regular exchanges on specific topics, with the aim of gaining a better understanding of each others concerns and needs. Experts from the respective organisations should be involved in these dialogues.
- Mutually identifying and agreeing a priority programme of joint activity for the coming 12 months and each 12 month period thereafter (if and when applicable);
- Sharing relevant, existing and future policy positions relevant to the Programme's objective with the other party as and when approved for sharing;
- Identifying and sharing success stories, credible corporate case studies and communications as and when mutually agreed by the respective parties' communications teams (e.g. press releases, social media outreach)

³ <https://www.forumforagriculture.com/past-ffas/>

3. PRINCIPAL CONTACTS. The principal contact for each party will be:

For Eurelectric: Kristian Ruby, Secretary General of Eurelectric

Email: kruby@eurelectric.org Office address: 66 Boulevard de l'Impératrice, Brussels 1000, Belgiu,

For TNC: Noor Yafai, Europe Director Global Policy and Institutional Partnerships, working under supervision of Marianne Kleiberg, Regional Managing Director Europe

Email: noor.yafai@tnc.org Office address: 11 Rondpoint Schuman, Brussels 1040, Belgium

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

4. TERM. This MOU will begin on **15 November** 2022 and will remain in effect for two years from the effective date ("Expiration Date"), unless sooner terminated as provided herein. Any extension beyond the Expiration Date must be in writing and signed by the parties.

5. TRANSFER OF FUNDS. This MOU does not obligate either party to provide financial support of any sort. Any 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.

6. TERMINATION. Either party may terminate this MOU by giving thirty (30) days written notice to the other party.

7. TITLE AND USE OF INTELLECTUAL PROPERTY. a) Under the provisions of this MOU, the parties may produce documents, reports, studies, photographs, and maps, documents 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. b) Neither party will publish or otherwise distribute Works of the other party without both the previous written consent of the other party and crediting the other party in such Work. c) The names and logos of the parties are trademarks; as such, they may not be used for any purpose without the prior express written permission of their owners.

8. CONFIDENTIALITY. During the course of the performance of this MOU, the parties may have access to materials, data, strategies, systems or other information relating to the other party and its programs which is intended for internal use only. Any such information shall not be used, published or divulged to any individual or corporation, in any manner or for whatever purpose, except through the party's previous written permission, which may be withheld by the respective party at its sole discretion.

9. OTHER PARTNERS. This MOU does not preclude the parties from establishing similar agreements or contracts with other individuals, entities, agencies, and public or private organisations. The parties

recognise 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 MOU.

10. NO JOINT VENTURE. 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 MOU as a legal Partnership or take any action inconsistent with such intention.

11. DISPUTE RESOLUTION. The parties hereby agree that, in the event of any dispute relating to this MOU, they shall first seek to resolve the dispute through informal discussions. If a dispute cannot be resolved informally within sixty (60) consecutive working days, the parties agree to terminate this MOU.

12. LIABILITY. 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 MOU, 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.

13. ASSIGNMENT. Neither party may assign or transfer its rights and obligations under this MOU without the prior written consent of the other party.

14. COMPLIANCE WITH LAWS. The parties will observe all applicable laws and regulations during the execution of the work implemented under the provisions of this MOU.

15. AMENDMENTS. This MOU, including any material modification to Section 2, may only be modified by a written amendment signed by both parties.

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

FOR EURELECTRIC

FOR THE NATURE CONSERVANCY



Kristian Ruby



Noor Yafai