



MEMORANDUM OF UNDERSTANDING

BETWEEN

ELECTRICITY AND GAS REGULATORY COMMISSION (CREG),

PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA

AND

THE ENERGY SERVICES REGULATORY AUTHORITY (ERSE),

PORTUGUESE REPUBLIC

May 2025

The Commission de Régulation de l'Electricité et du Gaz (CREG) of Algeria, an independent body established by Law No. 02-01 of 5 February 2002 on electricity and the distribution of gas by pipeline, endowed with legal personality and financial autonomy, with its registered office in Algiers, represented by Wassila BETATA ATIMENE, as Chairman of the Steering Committee;

The Energy Services Regulatory Authority (ERSE), an independent administrative body governed by Portuguese public law, with headquarters in Lisbon, represented by its president, Pedro VERDELHO;

Together referred to as **the "Parties"** and individually as the **"Party"**

WHEREAS :

- The Mediterranean heritage shared by both nations and reinforced by the ongoing cooperation between the two authorities within the framework of the Association of Mediterranean Energy Regulators (MEDREG);
- The desire of the Parties to consolidate their collaboration, taking into account the international context and the growing challenges associated with the energy transition, marked by increased demands and growing complexity in the regulation of the energy sector;
- The common interest of the Parties in pooling their knowledge, experience and resources in order to optimise the performance of their respective missions and responsibilities within their jurisdictions;
- A shared commitment to tackle local and regional challenges in the electricity and gas sectors while promoting regional development in the energy sector.

THE FOLLOWING WAS AGREED:

ARTICLE 1:

The purpose of this Memorandum of Understanding is to establish a general framework for cooperation between the Parties and to develop bilateral collaboration between ERSE and CREG. Its main objective is to promote efficient, transparent and stable energy markets, as well as regulation adapted to the sector's challenges.

To this end, this Memorandum of Understanding aims to strengthen the technical training of human resources and promote the exchange of knowledge, information and experience in the organisational and regulatory aspects of the electricity and gas sectors.

ARTICLE 2: TECHNICAL CO-OPERATION

Within the scope of this memorandum of understanding, technical co-operation between ERSE and CREG may take various forms of collaboration, without excluding others that the Parties may agree on at a later date:

- Exchange of experiences, knowledge and studies on energy markets and their regulation;
- Sharing information and distributing documents resulting from the activities carried out by each organisation;
- Technical consultations on issues of common interest;
- Study visits and capacity-building initiatives.

To ensure the implementation of this cooperation, an activity plan, accompanied by a timetable, will be drawn up every two years. The parties will jointly determine the technical issues to be addressed and the joint activities to be carried out during this period.

To ensure the implementation of the activities arising from this technical cooperation, the two parties will designate focal points to represent them in the coordination and implementation of actions. If necessary, the focal points may be replaced or reassigned when the current activity plan is revised.

ARTICLE 3: APPLICATION

To ensure the correct execution of this Memorandum of Understanding, the Parties undertake to:

- Provide technical staff to support, develop and participate in the activities approved by the signatories;
- Welcoming technical staff appointed to take part in events or visit its facilities;
- To provide information on the joint actions covered by this protocol, emphasising the collaboration of the two signatories in the work to be carried out;
- Encourage, whenever deemed appropriate, the participation and integration of homologous institutions or other entities whose objectives are aligned with those of this Protocol;

- Mutually exchange the information, elements and data necessary to carry out the activities provided for in this protocol.

ARTICLE 4: CONFIDENTIALITY

The Parties undertake to maintain the confidentiality of the information exchanged under this Protocol. This confidentiality covers, in particular, information subject to commercial or industrial secrecy or to the protection of intellectual property, as well as sensitive information subject to the rules applicable to the processing of personal data.

ARTICLE 5: DISPUTE RESOLUTION

Any dispute, conflict or claim arising from this Memorandum of Understanding shall be settled amicably through direct negotiations between the Parties.

This Memorandum of Understanding does not create any legal or binding obligations for either party. It constitutes a framework for cooperation based on voluntary commitments.

ARTICLE 6: FINANCIAL COSTS

This Memorandum of Understanding does not imply any obligations of a financial nature on the part of either Party towards the other, nor does it provide for any compensation or transfer of financial resources. Each Party is responsible for bearing its own costs related to the implementation of this Agreement, unless otherwise agreed between the Parties.

ARTICLE 7: ENTRY INTO FORCE AND DURATION

This Memorandum of Understanding shall enter into force for a period of four (4) years from the date of its signature and may be renewed by mutual agreement for a further period of four (4) years.

ARTICLE 8: CESSATION OF ACTIVITY

Either Party may terminate this Memorandum of Understanding by giving the other Party thirty (30) days' written notice of its intention to do so.

1. The termination of the Memorandum of Understanding does not affect:
 - Elements incorporated into the instalments of either Party before the effective date of termination of this Memorandum of Understanding;
 - The confidentiality requirements defined in this agreement.

ARTICLE 9: SIGNATURE AND ENTRY INTO FORCE

The undersigned, acting on behalf of the Parties, have signed this Memorandum of Understanding in three (3) original copies in Arabic, Portuguese and English, at the place and on the date indicated below. In the event of any discrepancy, the English version shall prevail.

For CREG

[Signature]



Wassila BETATA ATIMENE
President
15 May 2025

For ERSE

[Signature]



Pedro VERDELHO
President
15 May 2025

