



Memorandum of Understanding (MoU)

BETWEEN

**THE HYDROCARBON REGULATORY AUTHORITY (ARH)
OF THE PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA**

AND

**THE ENERGY SERVICES REGULATORY AUTHORITY
(ERSE) OF THE PORTUGUESE REPUBLIC**

May 2025

This **Memorandum of Understanding (MoU)** is entered into between the Hydrocarbon Regulatory Authority (**ARH**) of the People's Democratic Republic of Algeria, an independent administrative body created under the Hydrocarbons Act with its headquarters in Algiers, represented by its President, Mr Rachid NADIL, and the **Energy Services Regulatory Authority (ERSE)** of Portugal, an independent administrative body governed by public law with its headquarters in Lisbon, represented by its President, Mr Pedro VERDELHO.

Individually referred to as the "Party" and collectively referred to as the "Parties",

Considering:

- The Mediterranean heritage shared by both nations, as well as the cooperation undertaken by the two authorities within the Association of Mediterranean Energy Regulators (MEDREG);
- The desire to consolidate their collaboration, taking into account the international context and the growing challenges associated with the energy transition, marked by increased demands on, and growing complexity of, energy sector regulation;
- The common interest in addressing local and regional challenges related to the hydrocarbon sector and promoting regional development in the energy sector;
- The advantages of establishing a bilateral cooperation framework to pool their knowledge, experience and resources in order to optimise the delivery of their missions, to meet common challenges, to promote innovation and to develop best practices;

Agree to cooperate under this MoU as follows:

Article 1: Purpose and Scope

1- General objective

The purpose of this Memorandum of Understanding is to formalise bilateral technical cooperation between ARH and ERSE in order to:

1. Promote efficient, transparent and stable energy markets, as well as regulation that is adapted to the challenges facing the sector;
2. Facilitate the exchange of information and best practices, and develop joint initiatives;



3. Facilitate the training of human resources in the technical, organisational and regulatory areas of the hydrocarbons sector.

2- Scope

The actions envisaged in this MoU include:

1. Technical cooperation in the field of hydrocarbon regulation;
2. Continuous training for human resources;
3. Exchange of information and developing joint projects;
4. Adoption of best practices in managing the challenges facing the energy sector, particularly in the context of the energy transition.

Article 2: Cooperation arrangements

1- Bilateral technical cooperation

The Parties undertake to strengthen their bilateral cooperation on a solid basis, building on the achievements and strategic framework of MEDREG. This cooperation may take various forms without prejudice to other forms of collaboration that the Parties may agree to at a later date:

1. Promoting the exchange of experience and technical expertise in the field of energy market regulation, in particular in the hydrocarbon sector;
2. Promoting the dissemination and exchange of technical documents and case studies resulting from the respective activities of the two authorities;
3. Setting up regular technical exchanges to share best practices and resolve common problems; and
4. Organising study visits and joint capacity-building initiatives.

2- Action plan

A bilateral action plan and its respective timetable will be drawn up every **two (2) years**, setting out the following:

1. Specific objectives;
2. Technical topics to be covered; and
3. The joint actions the Parties propose to carry out during this period.

The plan will also define coordination arrangements, with the appointment of focal points who will:



1. Represent both Parties in the coordination and implementation of the planned activities;
2. Be updated, if necessary, by revising the action plan in effect at the time.

Article 3: Implementation

To successfully implement this MoU, the Parties undertake to:

1. Make available the qualified technical staff to support, develop and participate in the activities approved by the signatories;
2. Host designated technical staff on their premises and facilitate their participation in events, meetings and technical visits organised as part of joint activities;
3. Provide each other with the information, elements and data necessary for the development of the activities to be carried out under this MoU;
4. Promote, where deemed appropriate, the participation and integration of peer institutions or other institutions whose objectives coincide with those of this MoU; and
5. Communicate and disseminate joint actions and the results of joint projects, highlighting the collaboration between the two signatories, through publications and reports accessible to the sector.

Article 4: Confidentiality

The Parties undertake to respect the confidentiality of the information exchanged under this Memorandum of Understanding. This confidentiality covers in particular:

1. Information subject to commercial or industrial secrecy;
2. Information relating to intellectual property; and
3. Sensitive information subject to regulations on the protection of personal data.

Article 5: Dispute settlement

1. In the event of any dispute concerning the interpretation or application of this MoU or any dispute, controversy or claim arising from this MoU, the Parties undertake to resolve it through direct negotiations in good faith.
2. This MoU does not create legal or binding obligations on either Party. It constitutes a framework for cooperation based on voluntary commitments.



Article 6: Financial costs

This MoU does not imply any obligations of a financial nature of one Party upon the other, nor any compensation or transfer of financial resources. Each Party is responsible for bearing its own costs relating to the implementation of this MoU unless otherwise agreed in writing between the Parties.

Article 7: Duration and entry into force

1. Entry into force

This MoU takes effect from the date of its signature by the two Parties and is valid for **four (4) years**.

2. Renewal

At the end of this period, the MoU may be renewed by mutual agreement between the Parties for a further period of **four (4) years**.

3. Revision of the MoU

The Parties may review, adjust or modify the terms of the MoU in line with changing cooperation needs or strategic priorities, subject to validation by both Parties.

Article 8: Cessation and Termination

1. Termination

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

2. Effects of Termination

Termination of this MoU shall in no way affect the commitments already made prior to the date of termination, including those relating to confidentiality. In particular, termination shall not affect:

- a. Any content incorporated into the deliverable(s) of either Party prior to the effective date of termination of this MoU;
- b. Any confidentiality requirements set out in this MoU.



This **Memorandum of Understanding** is signed in Lisbon on 3 April 2025, in three (3) original copies in **Arabic**, **Portuguese** and **English**, and all texts have the same legal value. In the event of any discrepancy, the English version shall prevail.

Done in Lisbon on 15 May 2025

**For the People's Democratic
Republic of Algeria**

Rachid NADIL
Chairman of ARH



For the Portuguese Republic

Pedro VERDELHO
Chairman of ERSE

