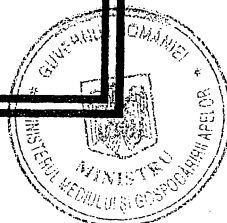




Memorandum de Intelegere
intre
Guvernul Romaniei
si
Guvernul Regatului Suediei
privind Schimbarile Climatice



Guvernul Romaniei si Guvernul Regatului Suediei, denumite, in continuare, "Parti",

Reamintind ca Partile sunt, de asemenea, parti la Conventia-cadru a Natiunilor Unite asupra schimbarilor climatice (UNFCCC), adoptata la New York, la 9 mai 1992 si au ratificat Protocolul de la Kyoto, la aceasta Conventie, adoptat la Kyoto la 11 decembrie 1997,

Constiente de principiile UNFCCC si ale Protocolului de la Kyoto,

Constiente ca partile din Anexa I a UNFCCC vor adopta politici nationale si vor lua masuri corespunzatoare pentru atenuarea schimbarilor climatice prin limitarea emisiilor antropogene de gaze cu efect de sera si prin protejarea si sporirea capacitatii de captare si stocare naturala a acestor gaze si ca aceste parti pot implementa astfel de politici si masuri in comun cu alte parti,

Reamintind ca orice parte inclusa in Anexa B a Protocolului de la Kyoto poate transfera spre, sau procura de la oricare din aceste parti, unitati de reducere a emisiilor rezultate din proiecte care au ca obiectiv reducerea emisiilor antropogene la sursa sau sporirea capacitatii naturale de absorbtie a gazelor cu efect de sera, in orice sector al economiei,

Reamintind in continuare Acordul intre Guvernul Romaniei si Guvernul Regatului Suediei privind cooperarea in domeniul energiei si mediului, semnat la Bucuresti la 26 noiembrie 2001, care stabileste ca Partile vor coopera in implementarea si finantarea proiectelor de atenuare a schimbarilor climatice, in conformitate cu articolul 6 al Protocolului de la Kyoto,

Au convenit urmatoarele:

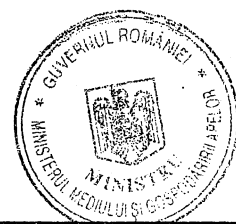
Articolul 1

Definitii

In scopul acestui Memorandum de Intelegere vor fi folosite urmatoarele definitii:

Aditionalitate

Angajamentul ce prevede ca reducerile de emisii obtinute dintr-un proiect cu Implementare in comun sa fie suplimentare fata de ceea ce s-ar obtine in lipsa proiectului.



Cantitate atribuita

Cantitatea de emisii de gaze cu efect de sera pe care o parte inclusa in Anexa B o poate emite in prima perioada de angajament.

Unitate a Cantitatii Atribuite (AAU)

Reprezinta unitatea tranzactionabila a Cantitatii atribuite (tone CO₂ echivalent), in concordanta cu liniile directe ale articolului 17 al Protocolului de la Kyoto (FCCC/CP/2001/13/add.2).

Situatia de baza

Reprezinta o varianta de referinta a nivelului emisiilor, care este posibil sa se realizeze in absenta proiectului cu Implementare in comun.

Perioada de angajament

In conformitate cu Protocolul de la Kyoto, prima perioada de limitare cantitativa a emisiilor se va intinde de la 1 ianuarie 2008 la 31 decembrie 2012.

Autoritate nationala nominalizata

Autoritatea nationala nominalizata este institutia cu personalitate juridica desemnata de Guvern sa fie responsabila pentru aprobarea proiectelor cu Implementare in comun.

Verificarea proiectelor

Procedura prin care se stabileste masura in care au fost respectate conditiile de baza, definite in sectiunea E a Liniilor directe privind articolul 6 al Protocolului de la Kyoto (FCCC/CP/2001/13/add.2).

Unitate de Reducere a Emisiilor (ERU)

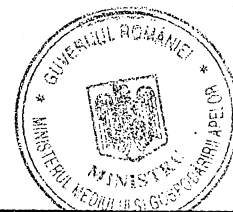
Termenul folosit in Protocolul de la Kyoto referitor la cantitatea de emisii reduse (tone CO₂ echivalent) rezultate dintr-un proiect cu Implementare in comun.

Entitate cu personalitate juridica

O companie privata sau de stat sau oricare alta autoritate sau institutie de stat responsabila de implementarea proiectului.

Registrul national

Un registru care sa asigure contabilizarea cu exactitate, printre altele, a ERU-urilor si a AAU-urilor, dupa cum a fost definit in partea a II a Liniilor directe privind articolul 7, para. 4 al Protocolului de la Kyoto (FCCC/CP/2001/13/add.2).



Documentul de prezentare a proiectului

Documentul care trebuie elaborat de catre titularul de proiect. Trebuie sa contina informatiile cuprinse in sectiunea E a Liniilor directoare privind articolul 6 al Protocolului de la Kyoto (FCCC/CP/2001/13/add.2).

Procedura de verificare

O procedura care include verificarea proiectelor cu Implementare in comun, realizata de catre o entitate independenta, in concordanta cu Liniile directoare privind articolul 6 al Protocolului de la Kyoto (FCCC/CP/2001/13/add.2).

Articolul 2 **Obiectiv**

Obiectivul acestui Memorandum de Intelegere il reprezinta facilitarea implementarii in Romania a unor proiecte ce au ca scop reducerea emisiilor de gaze cu efect de sera si asigurarea implementarii adecvate a prevederilor importante ale Protocolului de la Kyoto, referitoare la articolul 6 si a liniilor directoare suplimentare ce vor fi adoptate de catre partile la Protocolul de la Kyoto. De asemenea, trebuie sa asigure transferul catre Partea suedeza a unitatilor de reducere a emisiilor (ERU-uri) rezultate din aceste proiecte, dupa cum a fost convenit in acordurile asupra proiectelor, precum si a unitatilor din cantitatea atribuita (AAU-uri) aflate in legatura cu reducerile de emisii realizate premergator primei

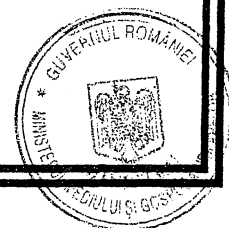
perioade de angajament a Protocolului de la Kyoto. Un alt obiectiv al acestui Memorandum de Intelegere il reprezinta stabilirea principiilor de baza pentru elaborarea Acordurilor asupra proiectelor.

Articolul 3 **Proiecte**

Partile vor coopera in dezvoltarea de proiecte eficiente din punct de vedere economic, in domenii cum ar fi:

- imbunatatirea eficientei energetice in producerea de energie si caldura, precum si in sistemele de incalzire locala;
- transformarea unor unitati industriale de la utilizarea combustibililor fosili la utilizarea biomasei;
- recuperarea si utilizarea metanului provenit de la emisiile antropogenice;
- utilizarea altor surse de energie regenerabila.

Proiectele avand ca scop constructia si reabilitarea centralelor electrice nucleare vor fi excluse din acest Memorandum de Intelegere.



Partile vor incerca sa evite alegerea proiectelor a caror capacitate de generare a ERU-urilor si a AAU-urilor poate fi afectata de implementarea in Romania a legislatiei CE prezente si viitoare.

Articolul 4 **Aprobarea proiectelor**

Cel tarziu la o luna dupa intrarea in vigoare a acestui Memorandum de Intelegere, Partile vor nominaliza autoritatile nationale responsabile pentru aprobarea proiectelor cu Implementare in comun. Partile trebuie sa se informeze reciproc, cu promptitudine, privind entitatile cu personalitate juridica nominalizate, conform articolului 6 al Protocolului de la Kyoto, autorizate de catre Parti sau de catre autoritatile nationale nominalizate.

Articolul 5 **Acordurile asupra proiectelor**

Acordurile asupra proiectelor se vor incheia intre entitati cu personalitate juridica autorizate, in concordanta cu acest Memorandum de Intelegere. Entitatile cu personalitate juridica sunt responsabile in totalitate pentru propunerile de proiect, pentru documentele de prezentare a proiectului, inclusiv stabilirea situatiilor de baza, evaluarea aditionalitatii, monitorizarea si pentru alte specificatii tehnice si economice. Acestea vor fi, de asemenea, responsabile pentru initierea procedurii de verificare. Partile sunt responsabile pentru inregistrarea ERU-urilor si a AAU-urilor in registrele lor nationale, in conformitate cu principiile din art. 6 de mai jos.

Proiectele vor fi aprobate de catre autoritatile nationale nominalizate pe baza documentelor de prezentare ale proiectelor. Entitatile cu personalitate juridica vor asigura generarea reducerilor de emisii convenite, pe intreaga durata de viata a proiectului, care trebuie sa includa minimum prima perioada de angajament a Protocolului de la Kyoto.

Articolul 6 **Obligatii asumate prin Protocolul de la Kyoto**

Conditia de baza pentru transferul de ERU-uri si AAU-uri o reprezinta faptul ca Partile:

- au ratificat Protocolul de la Kyoto,
- au calculat si inregistrat cantitatile atribuite si
- au infiintat registrele nationale.



Partile au convenit sa respecte liniile directoare privind articolul 6 al Protocolul de la Kyoto, ce vor fi adoptate la Intalnirea Partilor la Protocolul de la Kyoto si sa stabileasca institutiile si prevederile legale corespunzatoare necesare pentru aplicarea procedurii simplificate de verificare a proiectelor.

Partile vor coopera in scopul dezvoltarii capacitatii institutionale pentru indeplinirea eficienta a angajamentelor asumate referitoare la articolul 6 al Protocolului de la Kyoto. In mod concret, Partea suedeza va sprijini Partea romana pentru dezvoltarea unui sistem national de estimare a emisiilor antropogenice la sursa si a absorbtiiilor prin rezervoare naturale si pentru respectarea criteriilor privind dezvoltarea proiectelor cu Implementare in comun, stabilite prin Acordurile de la Marrakesh.

Articolul 7 **Indeplinirea obligatiilor**

Partile se vor informa reciproc cu promptitudine despre orice situatie care influenteaza sau este posibil sa influenteze prevederile oricarui articol al acestui Memorandum de Intelegere.

Daca oricare dintre Parti considera ca cealalta Parte nu si-a indeplinit obligatiile ce-i revin in cadrul acestui Memorandum de Intelegere, Partea interesata va notifica imediat Comitetul Mixt, stabilit in conformitate cu articolul 8, si va furniza Comitetului Mixt toate informatiile relevante.

Daca o entitate cu personalitate juridica din Romania nu reuseste sa transfere reducerile de emisii convenite si, daca nu a fost stabilit altfel, contributia financiara a entitatii cu personalitate juridica suedeze la realizarea proiectului va fi transformata intr-un imprumut pe o perioada de maxim 10 ani cu o dobanda care sa corespunda conditiilor de piata cele mai avantajoase. Daca Partea romana nu indeplineste una din obligatiile ce-i revin in cadrul Protocolului de la Kyoto, determinand imposibilitatea transferului de ERU-uri corespunzatoare reducerilor de emisii convenite pentru un proiect din cadrul acestui Memorandum de Intelegere, Partea romana va inlocui cantitatea de ERU-uri ce ar fi trebuit sa fie generata de proiect cu alte ERU-uri, certificate de o entitate independenta si garantate cu AAU-uri.

Daca o entitate cu personalitate juridica suedeza nu respecta obligatiile stipulate in acest Memorandum de Intelegere va trebui sa compenseze pierderile economice produse entitatii cu personalitate juridica romanesti, in concordanta cu prevederile acordului asupra proiectului.



Article 8

Comitetul Mixt

Implementarea acestui Memorandum de Intelegere va fi analizata si controlata de un Comitet Mixt. Comitetul Mixt va fi compus din reprezentanti ai Partilor. Fiecare Parte va stabili un *punct focal* responsabil cu contactele intre Parti, precum si cu informarea asupra numelui conducatorului delegatiei respective, in termen de o luna de la data intrarii in vigoare a acestui Memorandum de Intelegere. Comitetul Mixt se va reuni ori de cate ori este necesar, dar cel putin o data pe an. Fiecare Parte poate solicita convocarea unei reuniuni. Comitetul va monitoriza progresul realizat pentru respectarea obiectivelor si a oricaror obligatii din cadrul acestui Memorandum de Intelegere.

Deciziile vor fi luate prin consens. Comitetul va avea un presedinte numit prin rotatie, pentru o perioada de un an.

Articolul 9

Solutionarea diferendelor

Orice diferend intre Parti privind interpretarea si aplicarea acestui Memorandum de Intelegere, trebuie solutionat imediat prin consultari intre Parti, tinand seama de prevederile articolului 7.

Daca aceste consultari nu conduc la o solutionare a diferendului privind interpretarea, aplicarea si realizarea acestui Memorandum de Intelegere, inclusiv existenta, valabilitatea sau incetarea acestuia, oricare dintre Parti poate, ca ultima solutie, sa supuna diferendul arbitrajului definitiv si obligatoriu, in conformitate cu Regulile Optionale ale Curtii Permanente de Arbitrare pentru Arbitrarea Diferendelor intre doua State, in vigoare la data semnarii acestui Memorandum de Intelegere.

- Numarul de arbitri va fi de trei.
- Limba utilizata in procedura de arbitraj va fi limba engleza.

Articolul 10

Amendamente

Orice amendamente sau anexe la prezentul Memorandum de Intelegere vor fi convenite de Parti prin consens.



Articolul 11
Dispozitii finale

Acest Memorandum de Intelegere va intra in vigoare la data primirii ultimei notificari scrise prin care Partile s-au informat reciproc asupra indeplinirii procedurilor interne legale necesare pentru intrarea in vigoare a acestuia.

Prezentul Memorandum de Intelegere va ramane in vigoare pana la sfarsitul anului 2012 si va fi prelungit automat pentru o noua perioada de cinci ani, daca nici una dintre Parti nu notifica in scris celeilalte Parti intentia sa privind incetarea Memorandumului de Intelegere, cu 6 luni inaintea expirarii perioadei de valabilitate a acestuia.

Incetarea Memorandumului de Intelegere nu va afecta nici un proiect sau alte tipuri de activitati si cooperare, care sunt intreprinse sau sunt in desfasurare si sunt nefinalizate la data incetarii acestui Memorandum de Intelegere.

Semnat la Bucuresti in 9 aprilie 2003, in doua exemplare originale, fiecare in limbile romana, suedeza si engleza, toate textele fiind autentice. In caz de divergenta de interpretare, textul in limba engleza va prevala.

**PENTRU GUVERNUL
ROMANIEI**

Petru LIFICIU

**Ministrul Apelor si
Protectiei Mediului**

**PENTRU GUVERNUL
REGATULUI SUEDEI**

Gunnar LUND

**Ministrul Afacerilor Economice
Internationale si
al Pietelor Financiare**





Memorandum of Understanding
between
the Government of Romania
and
the Government of the Kingdom of Sweden
concerning Climate Change



The Government of Romania and the Government of the Kingdom of Sweden,
hereinafter referred to as "the Parties",

Recalling that the Parties are parties to the United Nations Framework Convention on Climate Change (UNFCCC), adopted in New York on 9 May 1992, and have ratified its Kyoto Protocol, adopted in Kyoto on 11 December 1997,

Being aware of the principles of the UNFCCC and its Kyoto Protocol,

Being aware that the parties in Annex 1 to the UNFCCC shall adopt national policies and take corresponding measures on the mitigation of climate change, by limiting their anthropogenic emissions of greenhouse gases and protecting and enhancing their greenhouse gas sinks and reservoirs and that these parties may implement such policies and measures jointly with other parties,

Recalling that any party included in Annex B to the Kyoto Protocol may transfer to, or acquire from, any other such party emission reduction units resulting from projects aimed at reducing anthropogenic emissions by sources or enhancing anthropogenic removals by sinks of greenhouse gases in any sector of the economy,

Recalling further the Agreement between the Government of Romania and the Government of the Kingdom of Sweden on co-operation in the field of energy and environment, signed in Bucharest on 26 November 2001, which states that the Parties shall co-operate in implementing and crediting of climate mitigation projects in accordance with Article 6 of the Kyoto Protocol,

Have agreed as follows:

Article 1 **Definitions**

For the purpose of this Memorandum of Understanding the following definitions shall be used:

Additionality

The commitment stating that emission reductions obtained from a joint implementation project (JI-project) have to be additional to what would have occurred in the absence of the project.



Assigned amount

The amount of greenhouse gas that an Annex B country can emit during the first commitment period.

Assigned Amount Unit (AAU)

The tradable unit of the Assigned Amount (tonnes of CO₂-equivalents) in accordance with the guidelines to Article 17 of the Kyoto Protocol (FCCC/CP/2001/13/add.2).

Baseline

A reference emission pathway that would be likely to be achieved in the absence of the JI-project.

Commitment period

The first quantified emission limitation and reduction commitment period running from the first day of January 2008 to the last day of December 2012 according to the Kyoto Protocol.

Designated national authority

The designated national authority is the legal body that has been appointed by the Government to be responsible for approving JI- projects.

Determination of projects

A procedure aimed at establishing if the basic requirements have been fulfilled, as defined in Section E of the Guidelines of Article 6 of the Kyoto Protocol (FCCC/CP/2001/13/add.2).

Emission Reduction Unit (ERU)

The term used in the Kyoto Protocol for the amount of emission reductions (tonnes of CO₂-equivalents) resulting from a JI-project.

Legal entity

A private or state-owned company or any state authority or institution responsible for project implementation.

National registry

A registry to ensure the accurate accounting of, inter alia, ERUs and AAUs as defined in Part II of the Guidelines to Article 7 Paragraph 4 of the Kyoto Protocol (FCCC/CP/2001/13/add.2).



Project design document

A document that has to be elaborated by a project developer. It should include the information required in Section E to the Guidelines of Article 6 of the Kyoto Protocol (FCCC/CP/2001/13/add.2).

Verification procedure

A procedure that includes determination and verification of JI-projects by an independent entity in accordance with the Guidelines of Article 6 of the Kyoto Protocol (FCCC/CP/2001/13/add.2).

Article 2 Objectives

The objective of this Memorandum of Understanding is to facilitate the implementation of projects in Romania to reduce emissions of greenhouse gases and to ensure the appropriate implementation of the relevant provisions of the Kyoto Protocol pertaining to its Article 6 and any additional guidelines as may be adopted by the parties to the Kyoto Protocol. It should also ensure the transfer to the Swedish Party of the emission reduction units (ERUs) resulting from such projects, as agreed in project agreements, as well as assigned amount units (AAUs) linked to emission reductions achieved before the beginning of the first commitment period of the Kyoto Protocol. A further purpose of this Memorandum of Understanding is to lay down the basic principles for establishing the project agreements.

Article 3 Projects

The Parties shall cooperate in developing cost-effective projects in areas such as:

- improvement of energy efficiency in power and heat production as well as district heating systems;
- conversion of plants from fossil fuels to biomass fuels;
- capture and use of anthropogenic methane;
- use of other renewable sources of energy.

Projects aiming at the construction and retrofitting of nuclear power plants shall be excluded under this Memorandum of Understanding.



The Parties shall try to avoid choosing projects, of which the ability to deliver ERUs and AAUs could be affected by the implementation of present and future EC legislation in Romania.

Article 4

Approval of projects

The Parties shall, at the latest one month after the entering into force of this Memorandum of Understanding, designate their national authority responsible for approving joint implementation projects. The Parties shall promptly inform each other of eligible legal entities under Article 6 of the Kyoto Protocol, authorized by the Parties or by their designated national authority.

Article 5

Project agreements

Project agreements shall be concluded by approved legal entities in accordance with this Memorandum of Understanding. The legal entities are fully responsible for project proposals and project design documents including establishment of baselines, additionality assessment, monitoring and other technical and economical specifications. They shall further be responsible for initiating the verification procedure. The Parties are responsible for registering the ERUs and AAUs in their respective national registries in accordance with the principles in Article 6, set forth below.

Projects shall be approved by the designated national authorities based on the project design documents. The legal entities shall ensure the generation of agreed emission reductions for the whole lifetime of each project, which must include as a minimum the first commitment period of the Kyoto Protocol.

Article 6

Obligations to the Kyoto Protocol

A prerequisite for the transfer of ERUs and AAUs is that the Parties have

- ratified the Kyoto Protocol,
- calculated and recorded their assigned amount, and
- established national registries.



The Parties agree to follow the guidelines to Article 6 of the Kyoto Protocol to be adopted by the Meeting of the Parties to the Kyoto Protocol and to establish the appropriate legal provisions and institutions that may be necessary in order to apply the simplified procedure for verification and determination of projects.

The Parties shall co-operate in capacity building for the effective implementation of the commitments related to Article 6 in the Kyoto Protocol. In particular, the Swedish Party will assist the Romanian Party in developing the national system for estimation of anthropogenic emissions by sources and removals by sinks and to meet the criteria set within the Marrakech Accords for the development of joint implementation projects.

Article 7 **Fulfilment of Obligations**

The Parties shall promptly inform each other of any condition that interferes with, or threatens to interfere with any article in this Memorandum of Understanding.

If either of the Parties considers that the other Party has failed to fulfil an obligation under this Memorandum of understanding, the Party concerned shall promptly notify the Joint Committee established under Article 8 thereof, and supply the Joint Committee with all relevant information.

If a Romanian legal entity fails to deliver the agreed emission reductions the financial contribution to the project provided by a Swedish legal entity shall, unless otherwise agreed, be converted to a loan with a maximum maturity of ten years and an interest rate corresponding to prevailing market conditions to be repaid by the Romanian legal entity. If the Romanian Party does not fulfil one of its obligations under the Kyoto Protocol in such a way as to result in the failure of the transfer of the ERUs corresponding to the emission reductions agreed to in a project under this Memorandum of Understanding, the Romanian Party shall replace the amount of ERUs expected to have been generated by the project by other ERUs, certified by an independent entity, and guaranteed by AAUs.

If a Swedish legal entity fails to meet the obligations stipulated in this Memorandum of Understanding it has fully to compensate any economic loss that the Romanian legal entity might suffer by this failure in compliance with the provisions of the project agreement.



Article 8

The Joint Committee

The implementation of this Memorandum of Understanding shall be supervised and administered by a Joint Committee. The Joint Committee shall consist of representatives of the Parties. The Parties shall each appoint a *focal point* responsible for the contacts between the Parties as well as informing about the name of the head of their respective delegation within one month after the entering into force of this Memorandum of Understanding. The Joint Committee shall meet whenever necessary but at least once a year. Each Party may request that a meeting shall be held. The Committee shall monitor the progress for fulfilling the objectives and any other obligation under this Memorandum of Understanding.

Decisions shall be taken by consensus. The Committee shall have a rotating chairmanship for one year at a time.

Article 9

Settlement of disputes

Any dispute concerning the interpretation and implementation of this Memorandum of Understanding shall be settled immediately by consultations between the Parties, taking into account the provisions in Article 7.

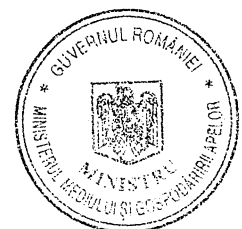
If such consultations do not lead to a settlement of the dispute as to the interpretation, application or performance of this Memorandum of Understanding, including its existence, validity or termination, either Party may, as a last resort, submit the dispute to final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitrating Disputes between Two States, as in effect on the date of this Memorandum of Understanding .

- The number of arbitrators shall be three.
- The language to be used in the arbitral proceedings shall be English.

Article 10

Amendments

Any amendments and addenda to the present Memorandum of Understanding shall be mutually agreed by the Parties.



Article 11
Final Provisions

This Memorandum of Understanding shall enter into force on the date of receipt of the last written notification by which the Parties have informed each other on the completion of their internal procedures necessary for its entry into force.

The present Memorandum of Understanding shall remain in force until the end of the year 2012, and shall automatically be extended for a further period of five years, unless either Party notifies the other Party in writing of its intention to terminate the Memorandum of Understanding, six months prior to the expiration of its validity period.

Termination of the Memorandum of Understanding shall not affect any projects or other kinds of activities and cooperation undertaken or being performed there under and not completed before the expiration of the Memorandum of Understanding.

Signed at Bucharest, on 9th of April 2003, in two originals, each in the Romanian, Swedish and English languages, all texts being equally authentic. In the event of any divergence of interpretation, the English text shall prevail.

**FOR THE GOVERNMENT OF
ROMANIA**

Petru LIPICIU

**Minister of Waters and
Environmental Protection**

**FOR THE GOVERNMENT OF
THE KINGDOM OF SWEDEN**

Gunnar LUND

**Minister for International
Economic Affairs
and Financial Markets**

