

**AGREEMENT**  
**between**  
**International Bank for Reconstruction and Development,**  
**and**  
**East Mediterranean Gas Forum (EMGF)**  
**for**  
***Observer Membership Contribution Fee* in relation to the EMGF**

### **Purpose**

1. This agreement (the “Agreement”) is made between the East Mediterranean Gas Forum (“The Recipient”), and the International Bank for Reconstruction and Development (“The Bank”) (together “The Parties”) for the purpose of paying a Contribution Fee towards the membership titled *Observer Membership* (“the Membership”). The East Mediterranean Gas Forum is described in Annex A.
2. The objective of the Observer Membership Contribution Fee is to allow The Bank as an EMGF Observer Member to:
  - Attend plenary EMGF Ministerial Meetings (**MM**) and participate in the discussions, without the right to vote;
  - Be invited by the EMGF MM to attend any Extraordinary MM, meetings of the Executive Board (**EB**), without the right to vote;
  - Participate in Expert Working Groups and in their deliberations, without the right to vote;
  - Have access to EMGF studies and reports as may be decided by the MM and/or the Executive Board;
  - Any other rights as may be conferred by the EMGF MM.

### **Scope of Work and Terms of Agreement**

3. The Observer Membership Contribution Fee covers the period from 1 January 2022 to 31 December 2022.
4. The description of the Membership under this Agreement is set out in the paragraph 2.
5. The Recipient shall use the fees to provide the services, facilities and resources as detailed paragraph 2.

### **Limits to Agreement**

6. This Agreement does not constitute a commitment by either the World Bank or the Recipient to provide support for any purpose beyond the specific agreements for the EMGF during January 1 – December 31, 2022, as agreed upon in this Agreement. Nothing in this Agreement is intended to be a waiver of the privileges and immunities of the World Bank.

## Costs and Payment

7. All costs subject to this Agreement (“Membership Costs”) are listed in the paragraph 2. The Bank’s maximum financial commitment to this Agreement is Seventy-five thousand United States Dollars (USD 75,000.00) and will be transferred to the Recipient pursuant to the schedule indicated in paragraph 9 below.
8. Contingent upon receipt of a signed copy of this Agreement and the Recipient's bank account information, the Bank will transfer the payment to the Recipient.

## Procurement

9. Subject to the maximum financial commitment specified in Section 7, the Recipient may hire consultants (firms and individuals) or purchase limited goods required for the carrying out the work of the Association. In doing so, the Recipient shall follow its own procedures. **(NOT APPLICABLE)**
10. The Recipient shall ensure that any payments made with funds received from the Bank are not prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

## Copyright (NOT APPLICABLE)

11. The Recipient and the World Bank agree on the following rules for the protection of materials used in the Membership:
  - (a) The World Bank will retain the copyright of all training materials and computer software developed and produced by the Bank, Bank staff, and consultants contracted by the Bank;
  - (b) Any materials and computer software referred to under sub-paragraph (a) will include the following note on the cover page or front matter:

“Copyright [year], International Bank for Reconstruction and Development/The World Bank. This material may be used by the Recipient for research, education, or scholarly purposes only in member countries of the World Bank. All materials are subject to revision. The views and interpretations in this document are those of the individual author(s) and/or trainers and should not be attributed to the World Bank.”
  - (c) The Recipient will retain the copyright of all materials and computer software produced by its staff and its consultants if no Bank funds are provided for this purpose. However, any materials developed by the Recipient for use in the Membership may be reproduced for research, education or scholarly purposes by the World Bank.

## Names, Marks and Logos

12. The Parties agree on the following rules for the protection of their names, marks and logos:
  - (a) The Parties acknowledge that the names and marks “International Bank for Reconstruction and Development,” “IBRD,” “International Development Association,”

“IDA,” “World Bank,” and all variations thereof including their associated logos (collectively, the “Bank Name”) and “East Mediterranean Gas Forum”, “EMGF” and all variations thereof including their associated logos (collectively, the “EMGF”) are the sole and exclusive properties of the Bank and the EMGF, respectively. Neither Party shall acquire any right, title or interest in the other Party’s Name under this Agreement.

- (b) The use of the Bank Name by the Recipient for this Activity shall be subject to the written approval of the Bank, which approval will not be unreasonably withheld. Upon termination of this Agreement, or at the request of the Bank at any time, the Recipient shall immediately discontinue any and all use of the Bank Name and shall destroy stationery, brochures, promotional materials, proposed paid media and other similar materials bearing any form of the Bank Name that then are in its possession or control.
- (c) The Parties acknowledge that any and all uses by one Party of the other Party’s Name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party’s Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or products or services thereof by the other Party.

**Effectiveness**

- 13. This Agreement shall come into force and effect upon the date of countersignature by the Recipient. It shall remain in effect until 31 December, 2022, unless there is an exchange of letters between the parties formally extending the effect of the Agreement.

**Implementation**

- 14. The individuals with overall responsibility for this Agreement are:

For the Bank: Mr. Carlos Alberto Lopez  
Senior Oil and Gas Specialist  
World Bank  
1818 H St NW  
Washington, DC 20433  
Tel: (202) 473 4039  
Email: clopezqworldbank.org

For the Recipient: Mr. Osama Mobarez  
Secretary General  
27 El Salam Avenue, El Lotus Area 5<sup>th</sup> Settlement,  
New Cairo, Egypt, ECHEM Building  
Email: [omobarez@emgf.org](mailto:omobarez@emgf.org)

**Termination**

- 15. This Agreement may be modified or terminated at any time by joint written agreement of the Parties. This Agreement may be terminated by either Party with three months’ prior notice in writing to the other Party, and in case of such early termination, the Recipient

shall promptly refund any unused Observer Membership Contribution Fee paid by the Bank.

16. If the Recipient engages in fraud and corrupt practices, is identified on any terrorist sanctions list, or makes payments, with funds received from the Bank, prohibited by a decision of the United Security Council taken under Chapter VII of the Charter of the United Nations, the Bank may immediately terminate this Agreement upon written notice to the Recipient. All funds paid to the Recipient shall promptly be returned to the Bank.

### Disputes

17. Any dispute or difference arising out of, or in connection with this Agreement shall be settled amicably between the Parties.

### Miscellaneous

18. For legal purposes nothing in this Agreement shall be construed as creating a joint venture, an agency relationship, legal Membership between the Parties.
19. With regard to the membership, the Recipient and its consultants, contractors and service providers shall not be under a declaration of ineligibility pursuant to the Bank's sanctions processes. Should the Recipient learn, from the Bank or otherwise, that any of its personnel are subject to such declaration of ineligibility, it shall exclude such personnel from being funded by Bank funds
20. The Bank will disclose this Agreement and any related information in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, the Recipient consents to disclosure of this Agreement and any related information.

For the International Bank for  
Reconstruction and Development

For East Mediterranean  
Gas Forum (**EMGF**)

*Demetrios Papathanasiou*

Name: **Demetrios Papathanasiou**

Title: **Global Director , Energy  
and Extractives**

Date: 02-Mar-2022

  
Name: **Osama Mobarez**

Title: **Secretary General**

Date: 03-Mar-2022

## **ANNEX A**

### **The Eastern Mediterranean Gas Forum (EMGF)**

Over the last decade, many significant gas discoveries have been made in the Eastern Mediterranean.

Recognizing the vast resource prospects, opportunities and challenges, it was clear that the full potential of the Eastern Mediterranean gas basin can only be unlocked if suppliers, buyers and transit countries in the East Med region cooperate on developing an infrastructure for gas trade within the region and with external markets.

This outline was the base underpinning the establishment of the East Mediterranean Gas Forum “EMGF” as a platform for Gas producer, consumer and transit countries.

In 2018, Egypt introduced an Initiative to establish the East Mediterranean Gas Forum as a platform for structured policy dialogue on natural gas, leading to the development of a sustainable regional gas market that could unlock the full gas resource potential in the East Mediterranean region.

During the tripartite summit held in October 2018 in Crete, Leaders of Egypt, Cyprus and Greece declared their intentions to establish the Forum, accordingly, further coordination with regional parties and international organizations took place.

The Egyptian initiative was welcomed and sincerely adopted by the rest of the Founding Members; Cyprus, Greece, Israel, Italy, Jordan and Palestine (together with Egypt) as an initiative that sets the base for a structured policy dialogue leading to the development of a regional gas market to unlock the full gas resource potential and to set the stage for multilateral and full hub trade.

Just three months later, in January 2019, the Energy Ministers of Cyprus, Egypt, Greece, Israel, Italy, Palestine and Jordan gathered in Cairo for the first time to discuss the structure of the EMGF and agree on its main objectives.

Throughout the year 2019, remarkable joint efforts from all EMGF member countries were witnessed. With a unified vision and significant founding principles, the Ministers of the EMGF Founding Member Countries and the EMGF Executive Board held several successful meetings working on the official establishment of the forum. This led to the agreement on a final document for the EMGF Statute in a record time of 12 Months.

The EMGF Gas Industry Advisory Committee was also established in November 2019 as a vehicle to allow the pivotal participation of the private sector and strike the right balance between public and private interests.

This expeditious evolution of the EMGF and its strategic importance to the stability and economic development of the region has captured worldwide attention with many countries offering their support and expressing interest to join the Forum as Members or Observers.

The EMGF has progressively evolved into the most renowned Energy Forum in the Mediterranean region. In a very short period, it has become a diplomatic break-through and a transformational project in the region. The significance of the EMGF goes beyond energy; it is a pivotal enabler of regional peace, and a vital engine for economic growth and prosperity.

### **EMGF in brief:**

- EMGF member countries: Cyprus, Egypt, France, Greece, Israel, Italy, Jordan and Palestine
- Country ministerial-level representatives: Cyprus: Minister of Energy, Commerce and Industry; Egypt: Minister of Petroleum and Mineral Resources; France: Minister of Europe and Foreign Affairs; Greece: Minister of Environment and Energy; Israel: Energy Minister; Italy: Minister for the Ecological Transition; Jordan: Minister of Energy and Mineral Resources; Palestine: Chairman of the Palestinian Energy & Natural Resources Authority
- EMGF observers: United States, European Union, World Bank
- EMGF objectives:
  - Assist the creation of a regional gas market that benefits the members through security of supply and demand, optimized resource development and infrastructure cost, competitive pricing, and improved commercial relationships.
  - Ensure security of supply and demand for the Members, optimize resource development, utilize efficiently existing and new infrastructure, ensure competitive pricing, and promote improved commercial relationships.
  - Foster cooperation, by creating a structured and systematic dialogue on natural gas, including regional natural gas policies.
  - Promote, on the basis of international law, a higher understanding of the interdependency and the potential benefits of cooperation through dialogue among its Members.
  - Support producing countries, and countries with gas reserves in the region, in their efforts to monetize their existing and future reserves, through fostering cooperation among them, and with the transit and consuming countries in the region; utilizing the existing infrastructure and developing more infrastructure options to accommodate the existing and future discoveries.
  - Help consumer countries in their endeavors to secure their needs, and together with the transit countries formulate the gas policies in the region, thereby enabling sustainable partnership among key players across the gas value
  - Ensure the environmental sustainability of gas exploration, production, transportation and infrastructure building, and promote gas integration with other energy resources, notably renewables, and in the power grid.