



**AGREEMENT CONCERNING THE ACCOMODATION
CONDITIONS IN MILAN, AT THE PREMISES OF THE ITALIAN
REGULATORY AUTHORITY FOR ELECTRICITY GAS AND
WATER, OF MEDREG'S SECRETARIAT (*MEDITERRANEAN
WORKING GROUP ON ELECTRICITY AND NATURAL GAS
REGULATION*), A NON-PROFIT ASSOCIATION UNDER THE
ITALIAN LAW**

BETWEEN

The Italian Regulatory Authority for Electricity Gas and Water (hereafter: the Authority), with registered office in Milan, piazza Cavour, no. 5, in the person of the Commissioner, *Ms. Valeria Termini*, born in, on, delegated by the President Guido Pier Paolo Bortoni at the occasion of the Board meeting n. 975 held in Rome on 28th June 2017.

AND

The non-profit Association under the Italian law, "*Mediterranean Working Group on electricity and natural gas regulation*" (hereafter: MEDREG), with registered office in Rome, via dei Crociferi, no. 19, in the person of its pro tempore President, *Mr. Alexandre Santos*, in virtue of the Constitutive Act, index no. 69.558, register no. 8.967, signed in Rome on 15 November 2007, in the presence of notary Mr. Renato Carraffa.

WHEREAS

- art. 2 of MEDREG's Statutes establishes that the Association's registered office is to be located at the Authority's premises;

- the registered office of MEDREG's Secretariat has been established in Milan at the Authority's premises in compliance with paragraph 13.2 of MEDREG's *Internal Rules*, approved by MEDREG's 12th General Assembly held in Athens on 14th December 2011;
- taking into account all of the above, on 14 December 2011, the Authority was appointed by the General Assembly with the permanent Vice-Presidency of MEDREG's Association;
- the Authority, in its quality of member and Vice-President of the Association and in continuity with the logistic-financial support given to the Association since 2010, shall continue accommodating MEDREG's Secretariat at its premises in Milan by arranging a specially provided and adequate logistic area, inclusive of ICT equipment (*Information and Communication Technologies*).

**NOW, THEREFORE, THE PARTIES HEREBY
MUTUALLY AGREE AS FOLLOWS:**

1. As of the signing hereof, in order to accommodate MEDREG's Secretariat, the Authority shall grant said Association the permission to use one or more rooms at its premises in Milan, in gratuitous loan (pursuant to art. 1803 and following of the Italian Civil Code). Said room/s shall be provided with a meeting table and a maximum of 8 (eight) fixed workstations, inclusive of ICT equipment (personal computer with access to internet, printer, telephone, and telefax) usable according to the same conditions granted to the Authority's personnel. The costs for the management and logistic functioning of the above shall be at the Authority's expense;
2. MEDREG undertakes to use said room/s and the above mentioned assets exclusively to carry out its Secretariat's activities, in due diligence and respecting the Authority's rules concerning the use of the premises. Moreover, MEDREG undertakes to return all of the above in the same state in which it was given, except for its normal deterioration due to use;
3. The personnel of MEDREG's Secretariat shall have access to the Authority's premises on the basis of the rules provided for such purpose, and must comply with the laws in force concerning health and safety at work;
4. The personnel of MEDREG's Secretariat shall not disclose data, information and reserved documents concerning the Authority with which it may become acquainted due to the given accommodation, and shall be obliged to respect what provided by the laws in force concerning *privacy* (Leg. Decree no. 196/2003 and following amendments). Should the above mentioned obligations be defaulted, the Authority shall have the right to immediately suspend or interrupt this agreement, remaining any possible civil and criminal responsibilities;
5. The personnel of MEDREG's Secretariat shall not interfere in the Authority's

evaluations, nor shall it carry out activities contrary to the Authority's institutional activities; in no way whatsoever shall it turn to its own advantage the treatment or the knowledge of the Authority's procedures, and shall not avail itself of any means and instruments which the Authority makes available outside of MEDREG's activities;

6. The Secretariat's personnel shall keep to the duty of fairness and trust both in its formal and informal relationships with the Authority's personnel;
7. This agreement shall be valid until 31st December 2019, except as otherwise provided by art.1809, paragraph 2 of the Italian Civil Code.

Milan, XX June 2017

MEDREG

Alexandre Santos
President

The Authority

Valeria Termini
Commissioner