



BILATERAL FRAMEWORK AGREEMENT
BETWEEN THE GOVERNMENTS
OF
THE REPUBLIC OF MALTA
AND
THE STATE OF LIBYA

(Hereunder individually referred to as a “Party” and collectively as the Parties”)

1. Introduction

- 1.1 The State of Libya has facilitated the development and implementation of a 25-Gigawatt Solar Energy Generation Facility within its territorial area, of which the majority thereof shall be available for international export to the Republic of Malta and other northern Mediterranean countries of the European Union.
- 1.2 It is proposed that the electricity to be supplied internationally be directed to the Republic of Malta as the central distribution point, and thereafter to the northern Mediterranean countries.
- 1.3 Under the mandate of the Libyan Council of Ministers (resolution No.512) issued to the Ordinary Cabinet Meeting no. 6 of 2022, the Libyan Prime Minister’s Advisor for Electricity and Renewable Energy Affairs and Chairman of the Committee, the Honorable Eng. Osama E Elderrat, extended a formal invitation to Her Excellency Ms. Miriam Dalli, the Maltese Minister for Energy, Enterprise and Sustainable Development, regarding the formation of a committee comprised of all relevant authorities and nominated experts, exclusively entrusted with the coordination and liaising of all matters related to the electrical

2.10 The desirability of resolving trade and investment issues that may arise between them as expeditiously as possible;

2.11 To reinforce the multilateral trading system.

THUS, THE PATRIES HAVE AGREED as follows:

ARTICLE ONE

The parties affirm their desire to promote attractive investment climates in their respective territories, to consider the potential and challenges of the proposed power interconnection project towards the integration of the Parties with the ultimate view of the expansion trade in the supply and distribution of electricity to the northern Mediterranean countries.

ARTICLE TWO

1. The Parties hereby establish the:

“Libyan-Maltese Power Interconnection Initiative” (“Council”).

2. The Council shall be compromised of representatives of each Party:

3. 3.1 The Maltese side shall be chaired by their Minister for Energy, Enterprise and Sustainable Development

3.2 The Libyan side shall be chaired by the Chairman of the Libyan Privatisation and Investment Board of the Ministry of Economy and Trade; and

Each Party may be assisted by officials of other government entities and nominated experts as circumstances require.

4. The Council shall meet as often as may be required or as called for by either party, but at least quarterly, determined as from the signature date hereof, at such times, in such places, and through such means as the Parties may agree.

ARTICLE THREE

That Council shall:

1. promote and monitor the receipt, distribution and supply of solar energy and other renewable energy sources, identify opportunities for expanding trade and investment within such parameters, and identify relevant issues, such as those

related to intellectual property rights, labour, and the environment, that may be appropriate for negotiation in an appropriate forum;

2. consider trade and investment matters of interest to the Parties;
3. identify and work to remove impediments to trade and investment between the Parties;
4. consult with the private sector and civil society in order to promote an attractive trade and investment climate between the Parties as a means of furthering growth, enhancing economic development, expanding trade creating jobs, and improving technology;

The Council may invite private sector and civil representatives to participate in Council meetings as it considers appropriate; and

5. make recommendations to the Parties, where appropriate, on matters related to trade and investment.

ARTICLE FOUR

1. a Party may refer a specific trade or investment matter to the Council by delivering a written request to the other Party that includes a description of the matter concerned
2. The Council shall take the matter up within 30 (thirty) days after the request is delivered unless the requesting Party agrees to a later date.
3. Each Party shall endeavour to provide an opportunity for the Council to consider a matter before taking actions that could adversely affect trade or investment interest of the other Party.
4. Each Party shall provide an opportunity to submit to its relevant government officials for their consideration information from private sector and civil society representatives of the other Party on any specific trade or investment matters of concern to those representatives, with the aim of resolving such matters where possible.

ARTICLE FIVE

This Agreement shall be without prejudice to the law of either Party or to the rights and obligations of either Party under any other agreement.

ARTICLE SIX

interconnection initiatives and projects between the State of Libya and the northern Mediterranean countries.

1.4 This Bilateral Framework Agreement is intended to create a mechanism for further dialogue on initiatives for expanding their bilateral trade through enhanced cooperation and more comprehensive agreements.

2. The Parties, relative to the proposal above stated, and in appreciating their mutual considerations and recognitions, desire and anticipate:

2.1 The bands of friendship and spirit of cooperation can be enhanced so as to expand trade, and to strengthen economic relations between the Parties;

2.2 Enabling policies to be adopted for renewable energy investment and development so as to provide practical tools to accelerate renewable energy deployment that will facilitate knowledge sharing and technology transfer to provide clean, non-pollutant sustainable energy for the Parties as well as the northern Mediterranean countries' growing population;

2.3 An open and predictable environment for international trade and investment markets optimising the drive for local and international investment without trade-distorting investment measures and protectionist trade barriers which can reduce benefits;

2.4 The promotion of transparency and to the elimination of bribery and corruption in international trade and investment;

2.5 The essential role of investment, both domestic and foreign, furthering growth, create jobs, expands trade, improves technology and enhances economic development, human health and welfare;

2.6 The provision of adequate and effective protection and enforcement of intellectual property rights and of membership in and adherence to intellectual property rights conventions;

2.7 The improvement and the observance of internationally recognised labour rights;

2.8 The protection and preservation of the environment in accordance with each Party's environmental Laws, and desiring to ensure that trade and environmental policies are mutually supportive in the furtherance of sustainable development;

2.9 The facilitation of contacts between various public and private enterprises and other groups in each other's territories;

1. This Agreement shall enter into force on the date that the Parties have notified each other in writing that they have satisfied any legal requirements for entry into force.
2. If the Parties do not notify each other pursuant to this Article on the same date, the Agreement shall enter into force on the date that the later notification is made.

ARTICLE SEVEN

1. Either Party may terminate this Agreement by providing written notice of its intent to withdraw from the Agreement to the other Party.
2. This Agreement shall terminate on a date the Parties agree or, if the Parties cannot agree, 180 days after the date on which the notice of withdrawal is delivered.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

DONE at Castille, Vallette this
31st Day of AUGUST 2022, in English.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF MALTA**

**FOR THE GOVERNMENT OF THE
STATE OF LIBYA**



Hon. Dr Robert Abela
Prime Minister of the
Republic of Malta



H.E. Abdulhamid Dbeiba
Prime Minister of the
Government of National Unity of the
State of Libya