

Joint Declaration

between
the International Solar Alliance
and
the International Energy Agency
on Global Cooperation on the Promotion of Solar Energy

10 March, 2018

On the occasion of the International Solar Alliance Founding Conference on 11 March 2018 in New Delhi, India, International Solar Alliance (hereinafter referred to as "ISA") and the International Energy Agency (hereinafter referred to as "IEA" and together with ISA, the "Parties") jointly declare:

International Solar Alliance (ISA) is a treaty based international inter-governmental organization which was launched on 30 November 2015, in Paris, France, with Headquarters in India (UN Registration No. 54949). The Alliance is established to collectively address key common challenges to the scaling up of solar energy and to take coordinated action to aggregate demand for finance, technologies, innovation, R&D and capacity building;

The IEA is an autonomous agency within the framework of the Organisation for Economic Co-operation and Development (OECD), which works to ensure reliable, affordable and clean energy for its 30 member countries and beyond. The IEA has four main areas of focus: energy security, economic development, environmental awareness and engagement worldwide. The IEA is at the heart of global dialogue on energy, providing authoritative statistics and analysis.

Both the Parties recognise that affordable, reliable and sustainable solar energy is important for sustainable and inclusive economic growth and that substantial investments will be needed by 2030 to meet the Sustainable Development Goals (SDGs), especially SDG 13;

Recognizing that:

- (a) Solar energy has a considerable potential to provide affordable energy security in cities and rural areas, to reduce dependence on fossil fuels, alleviate outdoor and indoor air pollution, and to help the world meet its climate objectives;*
- (b) That this potential also represents considerable economic opportunities, especially in solar rich ISA member countries;*
- (c) A number of obstacles still slow down the deployment of solar energy technologies delivering either electricity or heat, and impede the realization of the full potential of solar energy. Costly financing, high investment risks, lack of standardization and normalization and policy uncertainty in many parts of the world continue to constrain the expansion of solar technologies;*
- (d) Coordinated action across countries, and harmonization and aggregation of the demand for finance, technologies, innovation and capacity building can help address these obstacles, increase quality, reduce costs and bring reliable and affordable solar energy;*

- (e) *ISA was conceived as a coalition of solar resource rich countries to address their special energy needs and to provide a platform for members to collaborate; and*
- (f) *ISA intends to establish networks and develop synergies with other international bodies such as the IEA, the International Renewable Energy Agency (IRENA), Renewable Energy and Energy Efficiency Partnership (REEEP), Renewable Energy Policy Network for the 21st Century (REN21), and United Nations bodies, and supplement their efforts in a sustainable and focused manner;*

Noting that the IEA became an observer to the ISA in April 2017;

Desiring to deepen their cooperation in support of solar energy deployment, as an essential element of renewable and clean energy deployment, the Parties declare their intention to cooperate, inter alia in the following areas:

- (a) *Sharing of analysis and policy recommendations related to solar technologies;*
- (b) *Joint enhancement of the IEA's tools that will be used to establish benchmarks of deployment of solar technologies in 121 prospective member countries of ISA;*
- (c) *Joint support for policy makers in ISA Member Countries to design policy environments that will make the common risk mitigation mechanisms more effective;*
- (d) *Creation and dissemination of a policy manual with practical guidance on solar roadmap development at national or regional levels (**How2Guide**);*
- (e) *Facilitation by the IEA of membership of ISA Member Countries in solar-related IEA Technology Collaboration Programmes (TCPs) and consideration by the ISA of participating in and/or collaborating with solar-related TCPs;*
- (f) *Facilitation by the ISA of support from ISA Member Countries to enhance the solar-related analytical work of the IEA;*
- (g) *Facilitation of participation by the Parties' representatives in solar-related seminars, workshops and meetings organised or hosted by one or both of the Parties, as appropriate; and*
- (h) *Any other work areas of collaboration which might be mutually agreed.*

General Provisions:

Legal Obligations: This Joint Declaration is not intended to, and does not, create any legal obligation on either Party. The cooperation between the Parties as outlined in this Joint Declaration shall not be construed as a partnership or any other type of legal entity or personality. This Joint Declaration does not create an exclusive relationship between the Parties for the purpose of undertaking any activities described in this Joint Declaration, nor does it give either Party the authority to act on behalf of the other Party.

Independent Decision-making Autonomy: No provisions in this Joint Declaration are intended to interfere in any way with the independent decision-making autonomy of the IEA or ISA with regard to their own respective affairs and operations. The activities of the Parties under this Joint Declaration are subject to decisions of their respective governing bodies and their respective applicable regulations, rules, policies and procedures.

Financial Obligations: Nothing in this Joint Declaration obliges either Party to expend funds or to enter into any contract, agreement, or other financial obligation. Implementation of activities under this Joint Declaration is subject to the availability of funds, personnel and other resources. Any activity under this Joint Declaration involving the commitment of funds and/or resources shall be handled in accordance with each Party's internal policies, regulations and procedures and may be reflected in a separate written agreement between the Parties.

Privileges and Immunities: Nothing in this Joint Declaration shall be construed as an express or implied waiver, renunciation or other modification of any immunities, privileges or exemptions (i) of ISA accorded under the Framework Agreement on establishment of the International Solar Alliance; or (ii) enjoyed by the IEA as an international organisation.

Name and Emblem: Neither Party shall use the name, acronym, emblem or trademarks of the other Party without the prior express written approval of the other Party.

Intellectual Property: The Parties acknowledge that the activities under this Joint Declaration may result in a work product subject to intellectual property rights. In this regard:

- (a) the Parties agree to negotiate and agree upon appropriate intellectual property provisions in each case, based on the nature of the activity and the financial and/or intellectual contribution made by each Party, and to set out the intellectual property provisions in a separate written agreement; and
- (b) Notwithstanding this, each Party shall retain ownership of the intellectual property rights in any of their respective existing materials or work product that is shared with the other Party in connection with activities under this Joint Declaration.

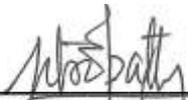
Effective Date, Termination and Extension: This Joint Declaration will take effect from the date on which it is signed by the authorised representatives of the Parties. This Joint Declaration shall remain in effect for a period of three (3) years unless terminated earlier by either Party providing six months' prior written termination notice to the other Party. It may be renewed for an additional three (3) year period upon written agreement between the Parties at least one (1) month before the expiry date after an assessment by the Parties of progress made in the areas of cooperation.

Amendments: This Joint Declaration may be amended by mutual written agreement of the Parties, in particular, to reflect any changes to the areas of cooperation after an assessment by the Parties of progress made in the areas of cooperation and priorities for future cooperation between the Parties.

Settlement of Disputes: Any dispute between the Parties relating to the interpretation or implementation of this Joint Declaration will be resolved amicably through consultation and negotiation between the Parties.

Signed in 2 (two) original copies, both of them in the English language:

For and on behalf of International Solar Alliance:



(Upendra Tripathy)

Interim Director General

For and on behalf of International Energy Agency:



(Keisuke Sadamori)

Director, Energy Markets and Security
International Energy Agency

In the august presence of:

Shri Arun Jaitely
Hon'ble Finance Minister
Government of India

Shri Raj Kumar Singh
Minister of State (IC) for
Power and New & Renewable Energy