Joint Declaration

between
the ISA Secretariat of International Solar Alliance
and
R20 Regions of Climate Action
for the Promotion of Solar Energy Globally

December 11th, 2017

On the occasion of the “ISA in Action” meeting in Paris and within the context of the One Planet Summit taking place in Paris on December 12th, 2017, the ISA Secretariat of the International Solar Alliance and R20 (hereafter refer to individually as a “Party” and collectively as the ‘Parties’) jointly declare:

The International Solar Alliance (ISA) was launched on November 30th, 2015, in Paris, France, and based at Gurugram, Haryana, India, is a platform for the promotion of solar energy across prospective ISA member countries;

Recognizing that R20, a Swiss non-Profit organization Headquartered in Geneva, Switzerland, founded in 2010 by former Governor of California, Arnold Schwarzenegger and other global leaders, in cooperation with United Nations. R20’s mission is to support sub-national governments in the creation and successful financing of renewable energy and sustainable infrastructure projects designed to produce measurable environmental, social and sustainable benefits, as well as attractive financial returns for investors.

Noting that R20 and ISA both recognize that affordable, reliable and sustainable solar energy at sub-national level is crucial in achieving universal energy access, as enshrined in the UN Sustainable Development Goals, and will contribute to sustainable economic development of rural and urban communities;

Noting that the ISA has invited the R20 to become a technical and financial Partner and provide technical and financial support for the adoption of solar technologies, leveraging the R20's global technical assistance and financing capacity, to support prospective ISA member countries in mobilizing more than US $1000 billion in investments that will be needed by 2030, to meet ISA's goals for the massive deployment of affordable solar energy;

And, wanting to deepen their cooperation in support of renewable energy, the Parties declare their intention to promote solar energy within the countries of common operations and in the following areas:

I. Jointly, and with other financial Partners, work towards mobilizing financing for development and deployment of affordable solar energy at national and sub-national level in prospective ISA member countries;

II. Work with International Financial Institutions, Multilateral Development Banks, and other financing partners to develop financing instruments which support solar energy development and deployment at national and sub-national level with the aim of increasing the flow of finance to solar with optimal terms and conditions for investment flows;

III. Support ISA’s plans for solar energy development and deployment through technical assistance and knowledge transfer at national and sub-national level, replicating and tailoring R20’s existing chain of value to ISA on project
development and financing, including project identification, structuring, feasibility study, financing as well as Monitoring, Reporting and Verification of project impacts;

IV. Jointly, ISA and R20 with the help of National Focal Points of ISA and other financial institutions shall emphasis in identifying at least 100 bankable solar energy related projects across 121 prospective member countries every year to maximize the scale of solar energy deployment. To attract finance for solar projects and to accelerate the growth of solar energy deployment, R20 shall extend expertise in terms of project identification, structuring, bankability, financing and Measure, Report and Verification (MRV) at national and sub-national level.

V. Engaging key stakeholders in Renewable Energy Global Investors Meet & Expo (RE Invest) and other fora;

VI. Jointly develop a three (3) years roadmap in the area of cooperation of common operations [as specified in Article II (1) of the ISA Framework Agreement] inter alia, solar finance, solar technologies, innovation, research and development, and capacity building; and

VII. Any other areas of collaboration which might be mutually agreed.

General Provisions:

Legal Status: This Joint Declaration is not intended to, and does not, create any legal obligation on either Party. The cooperation between the Parties as outlined on this Joint declaration shall not be construed as a partnership or any other type of legal entity or personality.

Financial Obligations: Nothing in this Joint Declaration obligates either party to expend funds or to enter into any contract, assistance agreement, or other financial obligation. Any activity involving reimbursement or contribution of funds between the parties shall be handled in accordance with each Party's internal policies and procedures, applicable laws, regulations and procedures.

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 of ISA accorded under the Framework Agreement on establishment of the International Solar Alliance.

Effective Date and Termination: This Joint Declaration will take effect from the date on which it is signed by the authorized representative of the Parties. This Joint Declaration shall remain in perpetuity unless terminated by either Party providing six months' prior written termination notice to the other Party.

Amendments: This Joint Declaration may be amended by mutual written agreement of the Parties.
Independent Decision-making Autonomy: No provisions herein are intended to interfere in any way with R20’s and ISA’s independent decision-making autonomy with regard to their own respective affairs and operations.

Future Collaboration and Funds: In the event that opportunities are identified for collaboration involving the provision or management of resources, including funds, of either Party, these will be implemented pursuant to a separate written agreement in accordance with the policies and procedures of 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.

Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business, or for public dissemination, 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 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) 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.

The Parties hereto, have executed this joint declaration in the presence of Shri Anand Kumar, Secretary, Ministry of New and Renewable Energy, Government of India and H.E. Ms. Ségolène Royal, Ambassador for the Arctic & Antarctica Poles and Special Envoy for the implementation of the International Solar Alliance, Government of France.

Signatures:

____________________________  Christophe Nuttall
Upendra Tripathy             Executive Director
Interim Director General     R20 Regions of Climate Action
International Solar Alliance
Date: 11th December, 2017      Date: 11th December, 2017