

# COOPERATION ARRANGEMENT

between  
**ASIAN DEVELOPMENT BANK**  
and  
**INTERNATIONAL SOLAR ALLIANCE**  
for the **PROMOTION OF SOLAR ENERGY in ASIA**

March 10, 2018

## 1. Description of ADB and Partner

1.1 The ASIAN DEVELOPMENT BANK (hereinafter referred to as "ADB"), established in 1966, is a multilateral development bank, with a vision of an Asia and Pacific region free of poverty. Its mission is to help its developing member countries (DMCs) reduce poverty and improve the quality of life of their people through inclusive economic growth, environmentally sustainable growth, and regional integration. The headquarters of the bank is at 6 ADB Avenue, Mandaluyong, Metro Manila, Philippines and also maintains field offices around the world.

1.2 THE INTERNATIONAL SOLAR ALLIANCE (hereinafter referred to as "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.

1.3 ADB and ISA are referred to individually as a "**Party**" and collectively as "**the Parties.**"

## 2. Guiding Principles

2.1 ADB's energy policy aims to help its DMCs in Asia to provide reliable, adequate, and affordable energy for an inclusive growth in a socially, economically, and environmentally sustainable way and provide USD3 billion per year by 2020 for clean energy, including solar energy projects in its DMCs.

2.2 ADB and ISA both recognize that affordable, reliable and sustainable solar energy is crucial for economic growth and recognize the need for mobilizing more than USD1 trillion globally in investment that will be needed by 2030 to meet ISA's goals for the massive deployment of affordable solar energy.

## 3. Areas of Cooperation

3.1 The Parties agree to cooperate to promote solar energy deployment in Asia and the Pacific, including solar power generation, solar based mini-grids, and transmission systems dedicated for integrating solar energy into the grids and any other future programs launched by ISA.

## 4. Forms of Cooperation

- 4.1 The Parties intend to cooperate on the following areas:
- a. Develop technology roadmaps for the promotion of solar energy in developing countries in Asia and the Pacific;

- b. Develop financing instruments to support solar energy development, including but not limited to:
  - i. Risk management in solar energy projects by reducing due diligence costs and risk perception
  - ii. Innovative de-risking instruments such as credit risk guarantee, first loss facility, security payment mechanism, etc. to leverage investment from the private sector
  - iii. Appropriate terms and conditions for solar project financing
  - iv. Innovative mechanisms to reduce cost of finance including hedging
  - v. Financing and advisory support for bond raising in local currencies to provide capital for solar energy projects and programs
  - vi. Leveraging international climate finance
  - vii. Innovative financing structure to leverage commercial co-financing
  - viii. Transaction advisory services
- c. Conduct studies and consultations to explore mobilization of concessional financing through trust funds/special funds/other financing partnership fund administered by the ADB to support investments, risk-sharing mechanisms and technology transfer;
- d. Engage key stakeholders in Renewable Energy Global Investors Meet & Expo (RE Invest for 2018, 2019 and 2020), Asia Clean Energy and Solar Energy Forums (2018, 2019 and 2020) and other international fora; and
- e. Any other areas of collaboration which might be mutually agreed upon.

## **5. Contributions of ADB and ISA to the Partnership**

5.1 In implementing this Cooperation Arrangement, when financial support for any project is needed, detailed rules shall be separately agreed. Each Party will bear its own costs and expenses (including costs and expenses of any third party engaged by it) incurred for executing and carrying out their respective activities arising from this Cooperation Arrangement, except where agreed otherwise.

5.2 ADB and ISA may agree to undertake specific joint activities, in line with the areas of cooperation ("**Cooperation Activities**"). Such Cooperation Activities may require an in-kind or financial contribution, i. e. expert and organizational support, office space, database/network access, from both Parties and may each be subject to the negotiation and due execution of an additional written agreement entered into in accordance with the policies, practices and procedures of the Parties ("**Cooperation Agreement**"), signed by the authorized signatory of each Party. The Cooperation Agreement shall incorporate the relevant terms and conditions of cooperation, as agreed by the Parties, and shall include (amongst others) the specific activities, outputs, funding sources and associated requirements, indicative breakdown of costs, payment schedule(s), timing and milestones to be delivered in relation to the specific Cooperation Activities. This Cooperation Arrangement does not preclude the Parties from forming other types of arrangements.

## **6. Monitoring, Review, and Consultation Mechanisms**

6.1 The Parties recognize the importance of periodic consultations to review the planning, implementation and outcomes of this Cooperation Arrangement *viz.* activities, results, challenges and opportunities. The Parties agree to hold such consultations annually to review the progress with the delivery of the agreed outputs.

6.2 The Parties shall, through the respective focal points

- a. Develop, revise, and confirm the work programs with each other annually;
- b. Discuss the technical and operational issues related to furthering the objectives of this arrangement;
- c. Note emerging issues and trends and propose areas for consideration and collaboration by the partnership in moving ahead; and
- d. Identify any other areas of collaboration that can be done within the tenure of this arrangement.

6.3 The Parties may separately agree on the results framework and performance indicators to be used for the monitoring and review of the cooperation.

## 7. Focal Points

7.1 The Parties hereby designate the following focal points for purposes associated with this arrangement:

- a. For ISA: Upendra Tripathy, Interim Director General, International Solar Alliance
- b. For ADB: Yongping Zhai, Chief of Energy Sector Group, Asian Development Bank

7.2 Focal points for specific cooperation, if different from the above, shall be notified to the other Parties.

## 8. General Legal Provisions

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

8.2 **Financial Obligations:** Nothing in this Cooperation Arrangement 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.

8.3 **Privileges and Immunities:** Nothing in this Cooperation Arrangement shall be construed as an express or implied waiver, renunciation or other modification of any immunities, privileges or exemptions of ADB accorded under the Agreement Establishing the Asian Development Bank.

8.4 **Effective Date and Termination:** This Cooperation Arrangement will take effect from the date on which it is signed by the authorized representative of the Parties. This Cooperation Arrangement will terminate on 10 March 2021, unless terminated by either Party providing six months' prior written termination notice to the other Party.

8.5 **Amendments:** This Cooperation Arrangement may be amended by mutual written agreement of the Parties.

8.6 **Independent Decision-making Autonomy:** No provisions herein are intended to interfere in any way with ADB's and ISA's independent decision-making autonomy with regard to their own respective affairs and operations.

8.7 **Future Collaboration and Funds:** In the event that specific opportunities are identified and agreed 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 two organizations.

8.8 **Settlement of Disputes:** Any dispute between the Parties relating to the interpretation or implementation of this Cooperation Arrangement will be resolved amicably through consultation and negotiation between the Parties and without reference to any third party or international court or tribunal.

8.9 **Name, Emblem, or Trademarks:** 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. Subject to the foregoing, each Party agrees to acknowledge the role and contribution of the other Party in all public information documentation relating to instances of cooperation under this Cooperation Arrangement.

**8.10 Confidentiality and Disclosure**

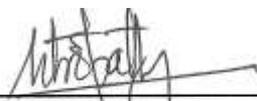
- a. Any sharing of information arising out of or relating to this Cooperation Arrangement between the Parties will be subject to their respective policies and procedures relating to the disclosure of information.
- b. Both Parties shall keep confidential all information provided by one Party to the other Party if such information is designated by a Party providing it as confidential. Neither Party shall release any such confidential information nor materials without the prior express written consent of the other Party.
- c. Where information and/or documents are generated with contributions from both ADB and ISA, the Parties shall consult with each other in advance and jointly decide on a case-by-case basis on the disclosure of such documents. If the Parties cannot agree, then the information and/or documents shall not be disclosed.
- d. ADB and ISA shall consult with each other prior to release of any documents and/or information relating to the amount of funds contributed by one Party to another under any separate written agreement, to ensure that release of such document and/or information is coordinated between the Parties and does not contravene the access to information and disclosure policy of either Party.

**8.11 Intellectual Property:** The Parties acknowledge that the activities under this Cooperation Arrangement 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 Cooperation Arrangement.

Signed in New Delhi, India on 10 March 2018 in 2 (two) original copies, both of them in the English language.

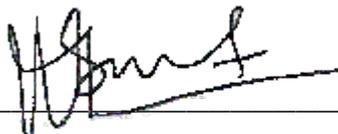
**For and on behalf of International Solar Alliance:**



(Upendra Tripathy)

Interim Director General

**For and on behalf of Asian Development Bank**



(Bambang Susantono)

Vice President, Knowledge Management and Sustainable Development

***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