
Sixième Session de l'Assemblée de l'Alliance Solaire Internationale
31 octobre 2023
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1er octobre 2023

Point 09 de l'ordre du jour

Octroi du Statut d'Organisation Partenaire

Résumé

Ce document de travail contient la proposition du secrétariat de l'ASI d'accorder le statut d'organisation partenaire aux organisations avec lesquelles l'Assemblée de l'ASI a signé un protocole d'accord (MoU).

Octroi du Statut d'Organisation Partenaire

A. Contexte

1. Conformément à l'article VIII de l'accord-cadre de l'ASI et à l'article 33 du règlement intérieur de l'assemblée de l'ASI, le statut d'organisation partenaire peut être accordé par l'assemblée à des organisations susceptibles d'aider l'ASI à atteindre ses objectifs, y compris des organisations régionales d'intégration économique intergouvernementale constituées d'États souverains et dont l'un au moins est membre de l'ASI.
2. Conformément à l'article IV, paragraphe 5, de l'accord-cadre ASI, les organisations partenaires peuvent participer sans droit de vote à la prise de décision de l'ASI.
3. Conformément aux dispositions susmentionnées, le secrétariat de l'ASI signe un protocole d'accord avec les organisations qui satisfont aux exigences de l'article VIII de l'accord-cadre de l'ASI.

B. Proposition et justification

1. Le secrétariat de l'ASI a signé des protocoles d'accord avec les organisations suivantes, conformément à l'article VIII de l'accord-cadre de l'ASI.
 - a. **Organisation de l'aviation civile internationale (OACI)** : L'OACI est une agence spécialisée des Nations unies, créée pour aider les pays à partager leur espace aérien dans leur intérêt mutuel.¹ Une copie du protocole d'accord figure à l'**annexe I**.
 - b. **La Banque Ouest Africaine de Développement (BOAD)** : La BOAD est l'institution commune de financement du développement des pays membres de l'Union monétaire ouest-africaine (UMOA). Elle a été créée par un accord signé le 14 novembre 1973 et est devenue opérationnelle en 1976². Une copie du protocole d'accord figure à l'**annexe II**.
 - c. **Africa50** : Africa50 est une plateforme panafricaine d'investissement dans les infrastructures et une organisation internationale qui travaille avec les gouvernements africains et les promoteurs de projets pour développer des projets bancables et susceptibles d'être financés par le secteur privé, et qui investit des fonds propres dans des projets d'infrastructure, y compris des projets solaires, en Afrique³. La copie du protocole d'accord figure à l'**annexe III**.

C. Prochaines étapes :

1. L'Assemblée examine et approuve l'octroi du statut d'organisation partenaire à l'OACI, à la BOAD et à Africa50.

¹ <https://www.icao.int/about-icao/Pages/default.aspx>

² <https://www.boad.org/en/who-we-are/>

³ <https://www.africa50.com/>

MEMORANDUM OF UNDERSTANDING BETWEEN
THE INTERNATIONAL CIVIL AVIATION ORGANIZATION
AND
THE INTERNATIONAL SOLAR ALLIANCE
CONCERNING THE DEPLOYMENT OF SOLAR ENERGY IN THE AVIATION SECTOR

The International Civil Aviation Organization (ICAO) and The International Solar Alliance (ISA) (hereinafter referred to, individually, as a “Party” and, collectively, as the “Parties”),

WHEREAS, the ISA is an inter-governmental treaty-based organization with 88 member States which enables action-oriented, member-driven, collaborative platforms for increased deployment of solar energy technologies as a means for bringing energy access, ensuring energy security, and driving energy transition in its member countries;

WHEREAS, the ICAO is a United Nations specialized agency established under the Convention on International Civil Aviation of 1944, whose purpose includes achieving the sustainable growth of the global civil aviation system;

WHEREAS, the ISA strives to develop and deploy cost-effective and transformational energy solutions powered by the sun to help member countries develop low-carbon growth trajectories, with particular focus on delivering impact in countries categorized as Least Developed Countries (LDCs) and the Small Island Developing States (SIDS);

WHEREAS, ICAO recognizes the critical importance of providing continuous leadership to international civil aviation in limiting or reducing its emissions that contribute to global climate change, and that to promote sustainable growth of international aviation and to achieve its global aspirational goals, a comprehensive approach, consisting of a basket of measures including technology and standards, sustainable aviation fuels, operational improvements and market-based measures to reduce emissions, is necessary;

WHEREAS, many of the adverse environmental effects of civil aviation activity can be reduced by the application of comprehensive measures embracing technological improvements, more efficient air traffic management and operational procedures, aircraft recycling, the use of clean, renewable and sustainable energy sources; and

DESIRING TO collaborate to increase the deployment of solar energy in all aspects of international civil aviation in order to facilitate its decarbonization;

Have reached the following understanding:

1. Purpose

1. The purpose of this Memorandum of Understanding (hereinafter the "MOU") is to formalize a framework of cooperation and to facilitate collaboration between the Parties in order to enhance the use of solar energy in international civil aviation.
2. The Parties will consider working together on policy development, research, demonstration and pilot projects, and in scaling up the deployment of solar energy in:
 - (a) airport applications;
 - (b) aircraft operations through the direct or indirect use of solar energy; and
 - (c) Any other application in the aviation sector that uses solar energy either directly, or indirectly.
3. This will include the facilitation of partnerships between States and organizations, and will involve, but not be limited to, the development of feasibility studies on the use of solar energy through to facilitating the financing and implementation of solar projects.

2. Implementation and Financial Obligations

1. Implementation of any of the activities outlined in this MOU will be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party's programme of work, priority activities, policies, rules and regulations, as well as its administrative procedures and practices.
2. No transfer of funds between the Parties is envisioned in connection with this MOU, and any such transfer of funds will be subject to a separate written agreement between the Parties.
3. Nothing in this MOU shall be deemed to represent a financial implication or commitment on any of the Parties.

3. Monitoring and Performance

1. Monitoring and evaluation of the activities will be carried out through the monitoring and evaluation processes of the Parties, as appropriate for the joint projects under consideration.
2. The Parties may review, once a year, the areas of cooperation agreed upon by the Parties, the milestones achieved and the progress of activities jointly supported hereunder.

4. Intellectual Property Rights

Each Party maintains the intellectual property it owns. In the event of joint implementation of activities pursuant to this MOU which result in the development of intellectual property, the provisions regarding

such intellectual property rights will be determined by a separate written agreement between the Parties prior to the dissemination of such intellectual property.

5. Official Emblems and Logos

Neither Party will use the name, emblem, logo, or trademark of the other Party, its subsidiary bodies, or affiliates, in any way, including in any publication or public document, without the prior written approval of the other Party.

6. Notices

1. Communications and notifications between ICAO and ISA will be addressed to their designated representatives as follows:

For ICAO:

Name of designated official:

Jane Hupe, Deputy Director, Environment
International Civil Aviation Organization (ICAO)

Contact details: 999 Robert Bourassa Boulevard

Montréal, QC H3C 5H7 Canada

Tel.: +1 (514) 954-8219 ext.: 6363

Email: jhupe@icao.int

For ISA: Joshua Wycliffe

Name of designated official: Chief of Operations

Contact details:

Email: jwycliffe@isolaralliance.org

Phone: +918527793031

International Solar Alliance,
Surya Bhawan, Gwal Pahari, Faridabad Gurugram Road,
Gurugram, Haryana, India

2. Each Party will designate a Focal Point who will coordinate all actions necessary for the due implementation of this Memorandum.

7. Confidentiality

1. Information and documentation received by either of the Parties as a result of activities under this MOU will not be given to a third party without the prior written consent of the originator.

2. Each Party will observe and protect the confidentiality of documents, information and data of the other Party acquired within the framework of this Memorandum, including any Annex thereto.

3. The Parties will continue to observe and protect confidentiality under this Section notwithstanding the termination of this MOU.

4. Any press release or public announcement regarding this MOU or the activities carried out under it will be approved by the Parties prior to publication or dissemination.

8. Liability and Immunities

1. In no event will a Party be liable to the other for any direct, indirect, incidental, special, or consequential damages of any kind whatsoever whether or not foreseeable, resulting from, or arising in connection with the activities that are the subject of this MOU.
2. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any immunity from suit or legal process or any privilege, exemption or other immunity enjoyed or which may be enjoyed by ICAO, its officers and staff, either pursuant to the *Convention on the Privileges and Immunities of the Specialized Agencies* or other applicable agreements, conventions, laws or decrees.
3. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any immunity from suit or legal process or any privilege, exemption or other immunity enjoyed or which may be enjoyed by ISA, its officers and staff, pursuant to any applicable agreements, conventions, laws or decrees.
4. Each Party shall indemnify, defend, and hold harmless the other party, its officers and staff from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against that other party and resulting from, or arising in connection with each party's execution of its responsibilities under this MOU, including but not limited to those related to premises liability, personal injury, breach of contract, or property damage. This obligation shall survive any termination of this MOU

9. Disputes

Any dispute regarding the interpretation or application of this MOU will be resolved by consultation between the Parties. If after 30 days the Parties are unable to resolve the dispute, either Party may unilaterally terminate this MOU in accordance with Section 11.

10. Amendment

This MOU may be amended at any time by mutual written consent of the Parties.

11. Termination

1. This MOU may be terminated at any time by either Party giving 2 months' written notice in writing to the other Party.
2. The Parties will take into account all activities and arrangements which have been scheduled or are in progress at the time of notice of termination, and will endeavor to allow such activities to be completed, or reach some other orderly conclusion, with the least possible disruption to each other.

12. General Matters

1. Each Party is an independent participant in this MOU and not a joint venture partner, or an agent or representative of the other.
2. This MOU does not restrict either Party from participating in similar arrangements with any third party nor does it supersede any other arrangements between the Parties, unless otherwise specified by the Parties.
3. No provisions herein are intended to interfere in any way with the Parties' independent decision-making autonomy with regard to their own respective affairs and operations.
4. The activities of the parties under this MOU are subject to decisions of their respective governing bodies and their respective applicable regulations, rules, policies and procedures.

13. Duration and effective date

- This MOU will take effect on the date of the last signature and will remain in effect until terminated.

IN WITNESS WHEREOF, the undersigned, as duly authorized representatives of the Parties, have signed this MOU, in two original copies, each in the English language.

For the International Civil Aviation Organization




Name: Juan Carlos Salazar
Title: Secretary General

Place: Montréal, Québec, Canada

Date: 26.09.2022

For the International Solar Alliance



Name: Joshua Wycliffe
Title: COO

Place: Gurugram, India

Date: 26.09.2022



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL SOLAR ALLIANCE

AND

WEST AFRICAN DEVELOPMENT BANK

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This Memorandum of Understanding ("MOU") is entered into on 04 July 2023 ("Effective Date") by the International Solar Alliance ("ISA"), a treaty based international intergovernmental organization established launched on 30 November 2015, with its headquarters at Gurugram, India, and the West African Development Bank (hereinafter the "BOAD"), headquartered at 68 Avenue de la Libération Boîte Postale: 1172 Lomé Togo. ISA and BOAD are hereinafter referred to individually as a "Party" and jointly as the "Parties";

WHEREAS, ISA is an action-oriented, member-driven, inter-governmental collaborative platform for increased deployment of solar energy technologies as a means of bringing energy access, ensuring energy security and driving energy transition in its member countries;

WHEREAS, BOAD is the common development finance institution of the member countries of the West African Monetary Union (WAMU). It was established by an Agreement signed on 14 November 1973, and became operational in 1976 with the purpose to promote the balanced development of its member countries and foster economic integration within West Africa by financing priority development projects;

WHEREAS, the Parties wish to cooperate under Article VIII of the Framework Agreement of ISA to promote and deploy solar energy to achieve energy access, as enshrined in the UN Sustainable Development Goals in countries which are members of both the Parties ("Member Countries");

NOW, THEREFORE, the Parties wish to express their intention to cooperate as follows:

Article I Purpose and Scope

The purpose of this MOU is to provide a framework for the non-exclusive cooperation and facilitate and strengthen collaboration between the Parties in the areas of cooperation identified in Article II below.

Article II Areas of Cooperation

The Parties have identified the following activities in which cooperation may be pursued, with each Party operating subject to its respective mandates, governing regulations, rules, policies and procedures:

- i) Assist and provide support in solar projects developed by a Party in Member Countries through identification of bankable projects and programmatic support like project preparation, assessment of transmission evacuation capacity, etc;
- ii) Define ways to collaborate and promote on ISA's global Solar Facility (and its three funds- investment, payment guarantee and insurance fund);
- iii) Identify business models and policy changes that are necessary to direct the developers and the financiers in the solar sectors in waste management;
- iv) Support ISA's plans for solar energy development and deployment through technical assistance and knowledge transfer;

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- v) Engage key stakeholders in relevant global and regional renewable energy events and fora; and
- vi) Any other areas of collaboration which might be mutually agreed.

Article III Consultation and Exchange of Information

- 3.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
- 3.2 The Parties will convene meetings generally at mutually agreed intervals to review the progress of activities being carried out under the present MOU and to plan future activities.
- 3.3 Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

Article IV Notices

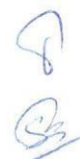
Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, email or courier to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For ISA: **Mr. Joshua Wycliffe**
Chief of Operations, ISA
jwycliffe@isolaralliance.org

For BOAD: **Omar TEMBELY**
Directeur du Département de l'Energie et
Des Ressources Naturelles (DERN)
otembely@boad.org

Article V Use of Name and Emblem and Publicity

- 5.1 Neither Party will use the name, emblem or trademarks of the other Party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case.



Article VI
Term, Termination, Renewal, Amendment

- 6.1 This MOU is non-exclusive. It is concluded for a period of five (5) years from its entry into force and will be renewable by tacit agreement, unless the Assembly of ISA revokes the Partner Organisation Status, upon the request of either Party.
- 6.2 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU, which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.
- 6.3 This MOU may be amended only by mutual written agreement of the Parties, signed by their duly appointed representatives.

Article VII
Legal Provisions Relating to Implementation

- 7.1 Notwithstanding anything in this MOU to the contrary, (a) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (b) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; and (c) each Party shall be responsible for its acts and omissions and those of its employees, contractor and subcontractors, in connection with this MOU and its implementation.
- 7.2 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement related thereto will be concluded between the Parties prior to such activity being undertaken.
- 7.3 The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement(s) to regulate such issues and rights.
- 7.4 In the event of inconsistency between any provision of this Article VIII and a provision of another section of the MOU, this Article VIII shall prevail.

Article VIII
Settlement of Disputes

Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably by the Parties shall be referred to arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in force. The place of arbitration will be London (UK). The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.



Article X
Privileges and Immunities

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the ISA.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For International Solar Alliance:

For West African Development Bank:



Dr. Ajay Mathur
Director General



Serge EKUE
Président



MEMORANDUM OF UNDERSTANDING

by and between

**International Solar Alliance
and
Africa50**

This Memorandum of Understanding (“Memorandum”) is dated 3 July 2023, by and between the International Solar Alliance (the “ISA”) and Africa50 – Project Development and Africa50 – Project Finance (“Africa50”); (Africa50 collectively with ISA, the “Parties”).

WHEREAS, Africa50 is a pan-African infrastructure investment platform and an international organization that works with African governments and project sponsors to develop projects that are bankable and can be financed from the private sector and invests equity in infrastructure projects, including solar projects, in Africa;

WHEREAS, Africa50 seeks to cooperate and harmonize efforts to unlock the potential of solar and green hydrogen, for which several African countries have developed strategies for hard-to-electrify sectors, with demonstrated potential for generation and production at globally competitive costs.

WHEREAS, ISA is treaty-based action-oriented, member-driven, inter-governmental organization which aims to provide a platform for cooperation for its member and prospective member countries to specifically address their energy needs and foster holistic & sustainable development through low-cost and affordable solar energy. In collaboration with its partners, ISA supports the global community in creating an enabling ecosystem for solar energy deployment through readiness support, capacity-building interventions, and analytics & advocacy support in the global solar energy sector.;

WHEREAS, the Parties will work together on agreed activities as per the goals of the project.

WHEREAS, the Parties have determined that they should cooperate in connection with the following (the “Areas of Cooperation”):

- a. Identifying solar projects and programs for implementation in ISA Member countries in the Africa region through discussions and technical missions on ground. Africa50 will provide equity/quasi-debt/technical assistance to ISA projects in ISA Member countries;
- b. Defining ways to collaborate on ISA’s products, including:
 - i. The Solar Finance Facility - Africa50 will engage in roundtable discussions regarding the three funds (Payment Guarantee Fund, Insurance Fund, and Investment Fund);



- ii. SolarX Grand Challenge - Africa50 will be closely involved in the evaluation of the startups who have registered under the SolarX Grand Challenge. Africa50 will provide a lead member to be a part of the evaluation committee, at no cost to ISA.
- c. Sharing knowledge for capacity building, providing online training and exploring ways to jointly expand access to ISA's capacity building tools in Africa Region; and
- d. Exploring ways to collaborate on the mobilization of funding for investments in African solar and green hydrogen projects in ISA Member countries.

NOW, THEREFORE, the Parties seek to establish a framework for this cooperation between them in accordance with the principles and objectives set forth below.

- 1) The Parties agree to discuss ways to educate each other regarding their respective programs and priorities in order that they work together to develop the Areas of Cooperation.
- 2) Each Party agrees to designate specified points of contact who will facilitate the Parties' collaboration in the Areas of Cooperation.
- 3) The Parties agree to share information on specific projects of interest that fall within the Areas of Cooperation. If any such information is notified by a Party or could reasonably be construed to constitute Confidential Information, the receiving Party agrees to, and shall procure that each of its directors, officers, employees, affiliates, agents and professional advisors or authorized representatives (including financial advisors, attorneys and accountants) (the "Representatives") who may receive such Confidential Information shall; not disclose such Confidential Information to any third party (other than as expressly permitted by the disclosing Party) for a term not less than five (5) years from the date of termination of this Memorandum; provided, however, that to the extent that the Parties anticipate collaborating further on a particular project, the Parties shall, at either Party's request, enter into appropriate nondisclosure agreements to govern the use and handling of the Confidential Information specific to that Project.

For purposes of this Section 3, "Confidential Information" means all written information, data and other material, of the disclosing party that is disclosed to the receiving party by the disclosing party in connection with a project, but excluding any information:

- a) that was known to the receiving party prior to its disclosure by the disclosing party;
- b) that is or becomes public knowledge through no breach of the receiving party or its Representatives of the obligations as to confidentiality herein;
- c) that is or becomes known to the receiving party from sources other than the disclosing party under circumstances not involving any breach of any confidentiality obligation; or
- d) that it is compelled to disclose by operation of law or by any court or any governmental, official or regulatory body that lawfully is entitled to require such disclosure;



- 4) Neither Party will use the name, emblem or trademarks of the other Party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case.
- 5) This Memorandum and the Areas of Cooperation may be amended at any time by agreement between the Parties.
- 6) All written communications required or permitted by this Memorandum shall be directed to the following:

ISA

Attn: Dr Ajay Mathur, Director General

amathur@isolaralliance.org

0124 285 3068

National Institute of Solar Energy, Gwal Pahari,
Gurugram, Haryana 122102

Africa50

Attn: Tshepidi Moremong, Chief Operating Officer

Tour Ivoire 3, 8ème étage

Marina de Casablanca, Casablanca, Morocco

t.moremong@africa50.com

+212 (0) 6 64 49 02 79

- 7) Notwithstanding anything herein to the contrary, the Parties acknowledge and recognize that no provision of this Memorandum is legally binding or enforceable or creates or represents any financial or legal obligation of or commitment by either Party, except that the confidentiality obligations in Section 3 shall be binding on both Parties (the "Binding Provisions"). Any activity involving financial commitments from either Party shall be expressly agreed in writing under a separate agreement executed by both Parties. The Binding Provisions and any non-contractual obligations arising out of or in connection with the Binding Provisions are governed by and shall be construed in accordance with English law. Any difference in opinion arising from or in connection with this Memorandum shall be settled by both Parties through consultations on a cooperative basis, failing which, a Party may refer the dispute to arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in force. The place of arbitration will be London. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
- 8) This Memorandum will have an initial term of 2 years from the date of last signature of this Memorandum unless terminated by either party upon one (1) months' notice in writing to the other Party. The Parties may agree to extend this Memorandum in writing for subsequent periods of 2 years under the same terms and conditions.



- 9) Nothing in or relating to this Memorandum shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the ISA or of Africa50.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the day and year first written above.

INTERNATIONAL SOLAR ALLIANCE

Dr. Ajay Mathur
Director General

AFRICA50 – PROJECT DEVELOPMENT AND AFRICA50 – PROJECT FINANCE

Alain Ebobisse
Chief Executive Office