
Fifth Assembly of International Solar Alliance
18 October 2022
New Delhi, Republic of India

18 September 2022

Agenda Item 11

Granting of Partner Organisation Status

Summary

The document presents the MoUs signed with the Partner Organisations of ISA post Fourth Assembly of ISA to be ratified by the Fifth Assembly of ISA

Granting of Partner Organisation Status

Pursuant to Article VIII of the ISA Framework Agreement, and in keeping with Rule 33 of the Rules of procedure of the ISA Assembly, the Partner Organization status may be granted by the Assembly to organizations that have potential to help the ISA to achieve its objectives, including regional inter-governmental economic integration organizations constituted by sovereign States and at least one of which is a member of ISA. Pursuant to Article IV (5) of the ISA Framework Agreement, Partner Organizations may participate without having the right to vote in the decision making of the ISA.

The following organisations have been onboarded as Partner Organisations since the Fourth Assembly:

1. United Nations Framework Convention for Climate Change (UNFCCC)
2. Government of Japan, JICA, JBIC, NEDO
3. Health Innovation Exchange (HIEx)
4. West Africa Power Pool (WAPP)

Next Steps:

The Fifth Assembly of ISA will be invited to ratify the Partner Organisation status of these organisations.

Memorandum of Understanding

between

the secretariat of the United Nations Framework Convention on Climate Change, the
Kyoto Protocol and the Paris Agreement

and

Secretariat of the International Solar Alliance

This framework Memorandum of Understanding (hereinafter referred to as the "MoU") is entered into between the secretariat of the United Nations Framework Convention on Climate Change (hereinafter referred to as the "UNFCCC"), the Kyoto Protocol and the Paris Agreement (hereinafter referred to as the "UN Climate Change secretariat"), located in Bonn, Germany, and the Secretariat of the International Solar Alliance (the "ISA"), with its headquarters located in Surya Bhawan 3rd floor, National Institute of Solar Energy Campus Gwal Pahari, Gurugram, Haryana 122003, India (hereinafter each referred to as a "Party" and collectively as the "Parties").

Whereas, the UN Climate Change secretariat, an international treaty body institutionally-linked to the United Nations, established by the United Nations Framework Convention on Climate Change and governed by the Conference of the Parties, is mandated, *inter alia*, to facilitate assistance to countries, particularly developing countries, on request, support implementation of the Convention, the Kyoto Protocol and the Paris Agreement and provide organizational support and technical expertise to the climate change negotiations and institutions as well as facilitation of the flow of authoritative information;

Whereas, with the entry into force of the Paris Agreement, the UN Climate Change secretariat is focused on supporting implementation of the Paris Agreement, Nationally Determined Contributions (NDCs), National Adaptation Plans and climate action at the national in the context of sustainable development;

Whereas, the ISA is a treaty-based intergovernmental organization, launched at COP 21, dedicated to promoting deployment of affordable solar energy to facilitate the climate change mitigation and sustainable development across its Membership. The ISA is mandated to facilitate joint efforts to reduce the cost of finance and technology as well as facilitate mobilization of USD 1000 Billion by 2030 in the solar energy sector;

Whereas, the Parties building on their collaboration and their collective pledge to improve the coherent delivery of support to actions directed at protecting the planet and ensuring a low-emission climate resilient world in the context of the 2030 Agenda for Sustainable Development and the Paris Agreement, intend to provide a framework to solidify and further develop the strong linkages between them and identify strategic opportunities to jointly support activities aimed at jointly achieving the objectives of the Paris Agreement and Sustainable Development Goals (SDGs);

Now, therefore, the UN Climate Change secretariat and ISA agree to conclude this MoU which sets out the terms and conditions of their collaboration.

Article 1: Purpose and scope

1.1 The purpose of this MoU is to provide a framework for strategic collaboration between the UN Climate Change secretariat and ISA in the areas of mutual interest with respect to the following:

- 1 In general, exploring areas of collaboration with regard to supporting the Parties to communicate and cooperate in the implementation of ambitious national action in line with global efforts to limit temperature increase to well below 2 °C and pursue efforts to limit this increase to 1.5 °C above preindustrial level, to peak global GHG emissions as soon as possible and achieve a global balance of emission reductions and removals.
- 2 Identifying jointly organized set of activities with UN Climate Change secretariat to facilitate the implementation of mitigation action in the energy sector.
- 3 Sharing information, jointly organize events and policy level support / capacity building in energy sector to facilitate the implementation of Nationally Determined Contributions and Long-term Low Emission Development Strategies, in the context of energy sector.
- 4 Identifying policy options and approaches for decarbonization technologies and clean energy infrastructure and promote exchange among relevant stakeholders.
- 5 Raising awareness on policy options and approaches for decarbonization technologies and clean energy infrastructure.
- 6 Supporting developing country stakeholders including SIDs and LDCs (policymakers and private sector) in accelerating the adoption of policy options and approaches for decarbonization technologies.
- 7 Exploring collaboration / participation of International Solar Alliance in the UNFCCC Regional Climate Weeks and using UNFCCC Regional Collaboration Centers to deliver on the above.

1.2 The Parties shall negotiate in good faith to conclude specific collaboration projects within the framework for collaboration specified in Article 1.1. above (each a "Collaboration Project"). The scope, terms and conditions of each Collaboration Project will be recorded in Annexes and attached to this MoU, as further detailed in Article 3 below.

Article 2: General Responsibilities of the Parties

2.1 Each Party shall:

- 2.1.1 Conduct activities undertaken pursuant to this MoU with due diligence and efficiency, in accordance with sound technical, financial, managerial and environmental standards and practices applicable to them;
- 2.1.2 Ensure that its employees, agents, contractors and subcontractors, including technical experts and consultants, possess the technical and professional qualifications and competencies necessary to perform its obligations under this MoU and each Collaboration Project in a professional manner.
- 2.1.3 Neither seek nor accept instructions from any authority external to the other Party with regard to matters connected with the implementation of this MoU;
- 2.1.4 Refrain from any action which may adversely affect the interest of the other Party;

Article 3: Implementation and Modalities of Cooperation

- 3.1 Specific Collaboration Projects in one or more areas of collaboration listed in Article 1.1 may be agreed between the Parties in writing in accordance with this Article 3.
- 3.2 Unless otherwise agreed, there shall be no funding commitment imposed on either Party as a result of any Collaboration Project undertaken pursuant to this MoU and each Party shall implement its obligations arising from such Collaboration Project at its own cost.
- 3.3 Each Collaboration Project shall be elaborated using the format attached hereto as Annex 1. Each Collaboration Project may contain one or more areas of collaboration, including, but not limited to, the terms of reference for its implementation, clear deliverables and obligations of each Party, the time frames for delivery and such other terms as the Parties may deem fit.
- 3.4 Each Collaboration Project shall be sequentially numbered and signed by duly authorized representatives of the Parties.
- 3.5 Each duly concluded Collaboration Project shall form an integral part of this MoU and, unless expressly provided otherwise, a reference to this MoU constitutes, at the same time, a reference to all the Annexes attached hereto.
- 3.6 Each Collaboration Project shall specify the name and contact details of a staff member from each Party who shall be responsible for that Collaboration Project (the Project Manager). Each Project Manager shall be responsible for:
- 3.6.1 Ensuring that the Collaboration Project produces the results specified;
 - 3.6.2 Ensuring that the Collaboration Project meets the required quality standards;
 - 3.6.3 Ensuring that the Collaboration Project delivers within the agreed timetable;
 - 3.6.4 Communicating with their counterpart, as appropriate, to ensure the above;
 - 3.6.5 Ensuring that their respective Focal Point is kept fully informed of the progress of that Collaboration Project, including by promptly highlighting any potential dispute, controversy or claim relating to or arising from activities under the Collaboration Project.
- 3.7 Unless otherwise specifically stated in a specific Collaboration Project, in the event of a conflict between the terms of this MoU and the terms of a specific Collaboration Project annexed hereto, the terms of this MoU shall prevail.

Article 4: Financial Aspects

- 4.1 Unless otherwise agreed, no transfer of funds or in kind contribution from one Party to the other is envisaged under this MoU. Each Party will implement its obligations hereunder at its own cost.

Article 5: Consultation, MoU Focal Points and Communications

5.1 The Parties each designate the following focal points (Focal Points) to oversee the proper implementation of this MoU and to have regular discussions about the status of activities under this MoU:

5.1.1 The UN Climate Change secretariat: Mr. James Grabert, Director, Mitigation Division, UNFCCC secretariat; (JGrabert@unfccc.int);

5.1.2 ISA: Shishir Seth (shishir.seth@isolaralliance.org), International Solar Alliance Secretariat, Surya Bhawan, National Institute of Solar Energy Campus, Gwal Pahari, Faridabad-Gurugram Road, Gurugram, Haryana – 122003, India

5.2 The Parties shall keep each other informed of all relevant activities pertaining to the collaboration undertaken pursuant to this MoU. In accordance with an agenda to be agreed in advance by the Parties, the Focal Points shall hold regular consultations at mutually agreed intervals in order to evaluate the implementation of this MoU and to revise current or potential collaboration, as appropriate.

5.3 Any notice or other communication required or made pursuant to this MoU shall be in writing and shall be deemed duly and properly given if and when sent by registered mail, or email to the Focal Point of the relevant Party or at such other address as the Parties shall specify in writing from time to time.

Article 6: Institutional and Legal Relationship

6.1 The collaboration between the Parties under this MoU is on a non-exclusive basis and nothing in this MoU shall be construed as creating or implying a joint venture, employment, franchise, agency, or any other form of legal relationship/association between the Parties.

6.2 The personnel, agents, contractors, representatives or other affiliates of either Party shall not be considered in any respect or for any purposes whatsoever as being the employees or agents of the other Party.

6.3 This MoU shall not be construed to interfere in any way with the independent decision-making autonomy of the Parties to affect or waive the provisions of their organizational documents, policies, procedures or similar documents. Each Party shall carry out its responsibilities and obligations under this MoU in accordance with its respective regulations, rules, policies and procedures, and decisions of its governing bodies.

Article 7: Intellectual Property Rights

7.1 The UN Climate Change secretariat and ISA shall jointly own all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which are jointly developed under this MoU (hereinafter referred to as "Materials");

7.2 To the extent intellectual property and other proprietary rights owned by either Party are used by that Party in the Materials, that Party shall continue to remain the exclusive owner of that intellectual property and proprietary rights and grants a perpetual, royalty-free, non-exclusive and non-transferable license for the use of such intellectual property or proprietary rights to the other Party solely for the purposes of this MoU;

7.3 The UN Climate Change secretariat and ISA shall have the equal right to use and distribute the Materials and shall make mention of each other as co-publishers of such Materials in all promotional materials;

7.4 All other intellectual property and proprietary rights not otherwise specified herein shall be agreed in writing between the Parties.

Article 8: Confidentiality

8.1 The Parties undertake not to disclose any confidential information exchanged between them pursuant to this MoU to any third party without the prior written agreement of the Party that provided such confidential information, subject to Article 8.3 below.

8.2 For the purposes of this MoU, "confidential information" means all information which is disclosed by one Party to the other Party and identified by the disclosing Party as confidential information.

8.3 The Parties may disclose confidential information to the extent as required pursuant to their constituent documents or applicable regulations and rules or as required by the Parties to the UNFCCC, the Kyoto Protocol and the Paris Agreement and ISA, respectively.

Article 9 : Liability

9.1 Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under the MoU. Thus, a party shall not be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's staff or sub-contractors, in connection with, or as a result of, the collaboration under this MoU.

9.2 The Parties shall make appropriate arrangements to cover liability risks for any collaborative activities pursuant to this MoU, if and to the extent any such risks are identified by the Parties.

Article 10: Dispute Settlement

10.1 The Parties shall use their best efforts to settle promptly through direct negotiations between the Focal Points, any dispute, controversy or claim arising out of this MoU. Any such dispute, controversy or claim or the breach, termination or invalidity thereof, unless settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The language of arbitration proceedings shall be English. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. The arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. Should LIBOR no longer be available, the United States Federal Reserve

Bank of New York's Secured Overnight Financing Rate ("SOFR") then prevailing shall be used, and any such interest shall be simple interest only. In light of the privileges and immunities of the Parties, references in the UNCITRAL Arbitration Rules and this provision to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceeding. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

Article 11: Privileges and Immunities

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

Article 12: Use of Parties' Names and Logos and Acknowledgement

12.1 Except as provided in this MoU, neither Party shall use the name, including any abbreviation thereof, or the emblem or the logo of the other Party, in connection with its activities or otherwise, without the prior written consent of the other Party.

12.2 The Parties may make a reference to this MoU, including through a press release or a public statement, provided the Party issuing the press release or public statement has obtained prior written approval of the referenced text from the other Party.

Article 13: Miscellaneous

13.1 **Modifications:** This MoU may be amended only by written agreement of the Parties.

13.2 **No Assignment:** Neither Party shall assign or transfer any obligation arising under this MoU without the prior written consent of the other Party.

13.3 **No waiver:** No waiver of any provision of this MoU shall be deemed to be a waiver of any other provision of this MoU.

13.4 Termination:

13.4.1 Either Party may terminate this MoU upon thirty (30) days prior written notice to the other Party in accordance with Article 5.3.

13.4.2 In the event of termination of this MoU, the Parties shall take all necessary actions as required to promptly and in an orderly and cost effective manner terminate this MoU, including any collaboration activity being carried out under this MoU.

13.5 The termination of this MoU shall not relieve either Party of any obligations accrued prior to such termination.

13.6 **Entry into force and duration:** This MoU shall become effective when signed by both Parties or, if signed on different dates, from the date of the latest signature. This MoU shall remain valid until 6 Nov 2024, unless earlier terminated in accordance with this MoU.

13.7 **Survival:** Article 6 (Institutional and Legal Relationship); Article 7 (Intellectual Property Rights); Article 8 (Confidentiality); article 9 (Liability); article 10 (Dispute Settlement); Article 11 (Privileges and Immunities); Article 12 (Use of Parties' Names and Logos and Acknowledgement), and the obligations arising thereunder, shall not lapse on the termination or expiration of this MoU.

In witness whereof, the undersigned, being duly authorized representatives of the Parties, have signed this MoU in duplicate in two counterparts, each of which shall be deemed an original and which together constitute one and the same instrument.

**For the secretariat of the United Nations
Framework Convention on Climate
Change, the Kyoto Protocol and the
Paris Agreement**

By: 

Name: Ovais Sarmad
Title: Deputy Executive Secretary

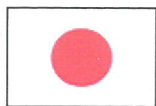
Date: 05 NOV 2021

**For Secretariat of International Solar
Alliance**

By: 

Name: Ajay Mathur
Title: Director General

Date: 5 Decemb November 2021



**MEMORANDUM OF COOPERATION
BETWEEN
INTERNATIONAL SOLAR ALLIANCE
AND
THE GOVERNMENT OF JAPAN,
JAPAN BANK FOR INTERNATIONAL COOPERATION,
JAPAN INTERNATIONAL COOPERATION AGENCY AND
NEW ENERGY AND INDUSTRIAL TECHNOLOGY DEVELOPMENT ORGANIZATION
ON
COOPERATION IN SOLAR ENERGY FIELD**

International Solar Alliance, the Government of Japan, Japan Bank for International Cooperation, Japan International Cooperation Agency, and New Energy and Industrial Technology Development Organization (hereinafter referred to individually as a “Participant” and collectively as “the Participants”),

RECOGNIZING the objectives stated in Article 2 of the Paris Agreement;

ACKNOWLEDGING Japan’s goal and initiative toward realizing a decarbonized society and Net-Zero Green House Gas emissions by 2050;

ACKNOWLEDGING International Solar Alliance (hereinafter referred to as the “ISA”) is an action-oriented, member-driven, collaborative platform 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;

AFFIRMING that a diverse and realistic energy transition, utilizing renewable energy sources including solar energy and technologies, is essential; and

PURSUANT to the prevailing international laws and domestic regulations,

HAVE REACHED the following recognition:

Paragraph I **OBJECTIVE**

The objective of this Memorandum of Cooperation (hereinafter referred to as “this **MOC**”) is to establish a framework for a cooperative institutional relationship to encourage and promote concrete multilateral cooperation among the Participants, companies and institutions in the field of renewable energy on the basis of mutual benefit, equality and reciprocity.

Paragraph II **AREAS OF COOPERATION**

1. Cooperation under this MOC includes the following areas:
 - 1) solar technologies and associated technologies as a means of promoting renewable energy;
 - 2) energy efficiency, energy saving and energy storage technologies;
 - 3) technological innovations in the solar energy industry and promotion of cleantech ecosystem in the member countries of ISA; and
 - 4) other areas as may be decided upon by the Participants.
2. Cooperation activities under this MOC in the areas referred to in 1 may include:
 - 1) policy dialogue;
 - 2) exchange of knowledge;
 - 3) development of joint activities or initiatives on subjects of mutual interest including joint research, projects and capacity buildings;
 - 4) encouragement and promotion of investment;
 - 5) implementation of joint activities in the ISA Member countries; and
 - 6) other activities as may be decided upon by the Participants.

Paragraph III **CONFIDENTIALITY**

1. Each Participant will treat all documents, information and other data supplied directly or indirectly by other Participants under this MOC or any other decisions made in line

with this MOC as confidential, unless indicated otherwise by the Participants.

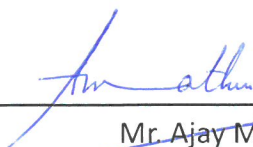
2. If any Participant wishes to disclose confidential information obtained through the activities under this MOC to any third party, the disclosing Participant must obtain prior written consent from the other Participants before the disclosure.
3. The matters in this Paragraph will not prejudice the prevailing international laws and domestic regulations.

Paragraph IV OTHERS

1. This MOC is not legally binding and does not create any rights or obligations under domestic or international law.
2. Any dispute arising out of the matters in this MOC may be settled amicably between the Participants through negotiations or consultations.
3. This MOC will commence on the date of its signing and will continue for an indefinite period.
4. This MOC may be modified at any time by written consent of the Participants. Any modifications will be applicable on the date determined by the Participants. Such modifications will form an integral part of this MOC.
5. Any Participant may withdraw from this MOC at any time by giving written notification to the other Participants regarding its intention to withdraw from this MOC at least ninety (90) days prior to the intended date of withdrawal. Notwithstanding such withdrawals of Participants, this MOC will continue for the remaining Participants to this MOC.
6. Any Participant may propose to terminate this MOC at any time by giving written notification to the other Participants regarding its intention to terminate this MOC. Such proposals will be discussed among and decided by the Participants.
7. This MOC does not restrict the rights of the Participants to enter into bilateral and other multilateral Memoranda of Cooperation on Energy Field.
8. Each Participant will retain the ownership and rights of their existing Intellectual Property. In the event any new intellectual property is created in line with this MOC, the ownership and rights therein will be decided by the Participants in a separate document.

Signed in India on 21 May 2022 in the English language in five originals having equal value, one copy for each Participant.

For the
International Solar Alliance



Mr. Ajay Mathur
Director-General

For the
Government of Japan



Mr. KAWAZU Kunihiko
Chargé d'Affaires ad interim of Japan
to India

For the
**Japan Bank for International
Cooperation**



Mr. KURIHARA Toshihiko
Chief Representative in New Delhi

For the
Japan International Cooperation Agency



Mr. SAITO Mitsunori
Chief Representative in India Office

For the
**New Energy and Industrial Technology
Development Organization**



Mr. KAKU Yoshiro
Chief Representative of Branch Office
in India



MEMORANDUM OF UNDERSTANDING
(under Article VIII.2 of ISA Framework Agreement)

Between
HEALTH INNOVATION AND INVESTMENT EXCHANGE
ASSOCIATION
and
INTERNATIONAL SOLAR ALLIANCE
on
THE PROMOTION OF SOLAR ENERGY
FOR SUSTAINABLE DEVELOPMENT WITH A FOCUS ON SDG3

This Memorandum of Understanding (MoU) is entered on the day of 28th of June, 2022.

WHEREAS the **INTERNATIONAL SOLAR ALLIANCE** (hereinafter referred to as “**ISA**”), is a treaty based international inter-governmental organization which was launched on November 30th, 2015, in Paris, France, and is Headquartered at Gurugram, Haryana, India. The ISA aims to provide a platform for the promotion of solar energy across member countries of ISA to specifically address energy needs by harnessing solar energy;

WHEREAS the **HEALTH INNOVATION AND INVESTMENT EXCHANGE ASSOCIATION** (hereinafter referred to as “**HIEx**”), headquartered in Geneva, supports countries to implement and leverage innovations for health in a cross-sectoral manner to fast-track progress towards the Sustainable Development Goals and to enable people to live healthier lives. HIEx fulfils its mission by providing a unique platform that brings together policymakers, innovators and investors to scale-up innovative solutions designed to tackle local, regional, and global challenges hindering access to health.

WHEREAS HIEx & ISA referred to individually as “**Party**” and jointly as the “**Parties**”, acting through their representatives;

WHEREAS the **Parties**, acting through their representatives;

NOTING that in December 2021, the UN General Assembly decided to invite the International Solar Alliance to participate in the sessions and the work of the General Assembly in the capacity of observer (A/RES/76/123);

ACKNOWLEDGING the indispensability of Solar Energy to engender a holistic and sustainable development globally;

RECOGNIZING that a robust health infrastructure is integral to human and economic development;

RECOGNIZING that lack of uninterrupted and affordable energy sources is a major impediment in provisioning of quality and modern healthcare to a significant proportion of the global population;

and **THEREFORE**, aim to promote collaborations in deployment of solar energy-based innovative and affordable solutions for sustainable development and to promote the achievement of the Sustainable Development Goals.

The Parties **HAVE AGREED** as follows:

Article 1 Objective

For facilitating promotion of solar energy-based innovative applications for sustainable development in ISA Member countries, the Parties shall take all necessary measures within their competence and scope of power, pursuant to the national legislations in ISA Member countries and any other requirements binding on the Parties.

Article 2 Areas of Cooperation

In the area of solar energy for resilient healthcare facilities and logistical value chain for pharmaceutical, diagnostic, medtech and digital health products, **the Parties intend to:**

1. Identify business and financing modalities, and public and private partnerships, for the solarisation of healthcare facilities, including primary healthcare facilities, under the ISA CARES initiative.
2. Raise funds jointly for the initial capital and along the implementation of the ISA CARES initiative, while Health Innovation and Investment Exchange Association (HIEx) will take on the role of implementation of the ISA Cares Initiative.
3. Advocate with public, private and multilateral organisations working in the area of global health to develop policies, strategies and invest in solarisation of health infrastructure to scale access to healthcare in LMIC countries.
4. Conduct capacity building programmes for key stakeholders in the health and energy sectors.
5. Develop a ‘Solar for Health Grand Challenge’ under the umbrella of the ISA Grand Challenge Initiative. The Grand Challenge platform would curate the problems in the health sector, that could potentially be addressed by solar energy applications, from ISA Member countries and crowd-source potential solutions for the same.
6. Collaborate on any other activity mutually agreed as relevant.

Article 3 Monitoring and Review Mechanisms

The Parties recognize the importance of periodic consultations to review the planning, implementation and outcomes of this MoU Arrangement. The Parties together develop a three-year plan of action and agree to hold such consultations annually to review progress on the delivery of the agreed outputs.

Article 4 Legal Effect

This MOU does not create any legal obligation or binding commitment on any Party.

Article 5 Consultations

Any clarifications needed arising out of the implementation of this MoU will be discussed through consultation among the Parties.

Article 6 Amendment

Any amendment or revision to the text of this MoU will be done by mutual consent of the Parties. Such amendment or revision will come into effect upon its signing by the Parties.

Article 7 Effectivity, Validity and Termination

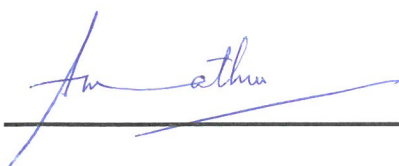
This MoU shall be effective from the date of signature of the last Party and will be effective in perpetuity unless terminated by either party by giving a thirty (30) day prior notice in writing.

Article 8 Financial Provisions

Each Party shall be responsible for their respective operational expenditures connected with the activities and administration of this MoU, except as provided under a separate agreement for joint implementation of any initiatives under this MoU. The Parties agree that nothing in this MoU shall be legally binding, enforceable, or impose any financial obligation on any Party.

For and on behalf of International Solar Alliance (ISA)

For and on behalf of Health Innovation and Investment Exchange Association (HIEx)



H.E. Dr. Ajay Mathur
Director General of ISA



Pradeep Kakkattil
Chief Executive Officer, HIEx



Memorandum of Understanding

Between

International Solar Alliance (ISA)

AND

West African Power Pool (WAPP)

FOR

Support Scaling up Utility-Scale Solar Parks/Projects in West

African Region

.....^{22nd} March 2022

The **International Solar Alliance** (hereinafter referred to as “**ISA**”), Surya Bhawan, National Institute of Solar Energy Campus, Gurugram, Haryana, India 122003, represented by **Mr Amit Kumar Kaushik, Chief of Unit Programme and Project Implementation Cluster, International Solar Alliance,**

AND

The **West African Power Pool** (hereinafter referred to as “**WAPP**”), Zone des Ambassades – PK 6, 06 BP 2907 Cotonou, Republic of Benin, represented by the **Secretary General, Mr. Siengui Apollinaire KI.**

ISA and WAPP are collectively referred to as “Parties” and individually as “Party”.

The Parties affirm their desire to work together in areas of mutual interest through this Memorandum of Understanding (hereinafter referred to as “**MoU**”).

Whereas, the ISA was launched on 30 November 2015 in Paris, France and headquartered in India (UN Registration No. 54949). The ISA is an action-oriented, member-driven, inter-Governmental collaborative platform 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.

ISA was conceived as a joint effort by India and France to mobilize efforts against climate change through deployment of solar energy solutions. It was conceptualized on the sidelines of the 21st Conference of Parties (COP21) to the United Nations Framework Convention on Climate Change (UNFCCC) held in Paris in 2015. The ISA is mandated to facilitate joint efforts to reduce the cost of finance and technology as well as facilitate mobilization of USD 1000 Billion by 2030 in the solar energy sector.

Whereas, the WAPP was created in 1999 through Decision A/DEC.5/12/99 by the Authority of the ECOWAS Heads of State and Government with a vision to integrate the national power systems into a unified regional electricity market with the expectation that such a mechanism would over the medium and long term ensure the citizenry of the ECOWAS region with a stable and reliable electricity supply at competitive costs.

The WAPP was therefore mandated to promote and develop infrastructure for power generation and transmission, and to assure the coordination of power exchanges

between Member States. The ongoing investment program of the WAPP is dictated by the 2019 – 2033 ECOWAS Master Plan for the development of Regional Power Generation and Transmission Infrastructure that was prepared and approved in December 2018 by the Authority of the ECOWAS Heads of State and Government through Supplementary Act A/SA.4/12/18. The Master Plan contains seventy-five (75#) priority projects of which twenty-eight (28#) are transmission line projects (investment requirement of USD 10.48 billion) and forty-seven (47#) are generation projects of approximate total capacity of 15.49 GW (investment requirement of USD 25.91 billion). Renewable energy projects including regional solar energy projects comprise 68.9% (10.67 GW) of the generation capacity were identified in the regional Master Plan. This reflects the conviction of the region that the development of large-scale power plants, due to economies of scale, will benefit ECOWAS member countries and their utilities and be developed at optimal costs.

Article I

General Objectives

Consistent with their respective mandates, the Parties are aware that affordable, reliable and sustainable solar energy is crucial to attain Sustainable Development Goal SDG 7 (Universal Energy Access) and SDG 13 (Combating Climate Change) goals in ISA Member/Signatory countries which include west African countries (Nigeria, Benin, Togo, Ghana, Cote d'Ivoire, Senegal, Gambia, Burkina Faso, Mali, Niger, Liberia, Guinea-Bissau and Guinea) and intend working together in scaling up utility-scale solar energy projects in the West African region:

To further the achievement of the objectives of this Memorandum, the Parties hereto agree as follows:

1. Exchange information for the aggregation of demand for solar applications.
2. Jointly prepare and appraise selected solar programmes and projects located in the West African region.
3. Pitch jointly for mobilization of funding, whenever feasible, for the investment phase of selected programmes and projects developed by Parties for the West African region.
4. Develop innovative financing instruments for sustainable solar energy and solar hybrid projects.

5. Exchange of knowledge and capacity building in the field of solar energy with the West African region. Promote the use of solar energy to provide cost-effective and reliable access to electricity.

Article II

Areas of Cooperation

1. Support each Party for the development of solar parks at regional level in West Africa through:
 - a. leveraging the respective domain of work, strengths and knowledge of both Parties.
 - b. technical assistance and funding mobilization at the investment phase of the projects.
2. Support the west African countries and WAPP Member Utilities to adopt the regional Grid Code and technical standards for solar power injection through:
 - a. regional and national solar projects configurations and Operations and Maintenance (O&M) practices etc., for setting up of Regional/Cluster based solar parks.
 - b. technical assistance to ensure that the regional codes and standards are implemented without putting the regional system security in peril.
3. Support the implementation through appropriate business models for solar parks based on best practices and experience in ISA member countries.
4. Engaging with the west African countries to strengthen national and regional policies in regulatory and institutional frameworks in order to support scaling up of Solar Parks in the west African region.
5. Build human and institutional capacities of west African countries and WAPP Member Utilities through Seminars/ webinars, Training Programmes, undertaking joint visits and study trips at regional, national and local level to foster the development and implementation of solar parks.
6. Align planning of solar parks with the development of new transmission systems (lines and substations) on a regional basis based on the power flow studies.
7. Aligning development of solar park on regional / cluster basis with the Green Grid Initiative One Sun One World One Grid (GGI-OSOWOG).

8. Explore the possibility to support setting up of spinning reserves in the region by setting up of solar hybrid parks.

Article III

Periodic Consultations

The Parties recognize that it is important to convene periodic consultations to review the plans, implementation and achievement of specific projects and to discuss the challenges, opportunities and problems resulting from such projects. The Parties agree to form a joint working group with participation from both ISA & WAPP to discuss at working level how to prioritize joint activities and coordinate the preparation and implementation thereof. The Parties agree to hold such consultations generally once in a month or as and when required.

Article IV

Focal Points

- a. The Parties agree to designate the following focal points for the activities under this MoU:

For ISA:	Mr. Remesh Kumar K, remeshkumar@isolaralliance.org Mr. Mohit Jain, mohitjain@isolaralliance.org
For WAPP:	Bernard Hessou, bhessou@ecowapp.org Mawufemo Modjinou, mmodjinou@ecowapp.org ;

- b. Any notices under this MoU shall be given in writing and addressed to the Secretary General of WAPP and Director General ISA, to the attention of the focal points of the respective Parties.
- c. A Party will notify the other Party, as soon as practicable, about any change in the name of a focal point of that Party.

Article V

Acknowledgments, Publicity and Disclosure

The Parties recognize that the involvement of both organisations in activities may be publicized with respect to activities contemplated herein in accordance with the Parties Policy on Access to Information. The Parties agree that:

- a. There will be public acknowledgment of the role and contribution of each organization to activities in all public information documentation related to the activities contemplated herein in accordance with the Parties Policy; and the use of emblems of each organization in documentation related to the activities contemplated herein will be in accordance with the policies of the organizations.
- b. The Parties will hold confidential all information and data in relation to this MoU communicated to it in confidence by the other Party such as commercially sensitive or other non-public nature that may be relevant to the objectives under this MoU and will not disclose the information to a third party without the prior written consent of the other Party. This clause will survive termination of this MoU.
- c. The Parties acknowledge that uses of the other Party's name for fundraising is solely to the benefit of the other Party and the implementation of activities contemplated herein.
- d. The Parties acknowledge that the disclosure does not relate to the case which the information can be demonstrated by documentary evidence to have been known by the receiving Party before its disclosure.

Article VI

Term and Termination

- a. This MoU shall come into effect on the date of signature by the Parties and shall continue until terminate by a Party.
- b. Either Party may terminate this MoU by providing a three (3) months prior notice in writing to the other Party. Termination of this MoU shall not affect any programmes or activities undertaken prior to the termination of this MoU, unless otherwise agreed upon by the Parties.

Article VII

Settlement of Disputes


The Parties agree that any dispute arising out of or in connection with this MoU may be settled amicably by the Parties in good faith through consultation and negotiation.

Article VIII

Miscellaneous

- a. Any specific activity under this MoU shall be covered by a separate project document or written agreement.
- b. This MoU does not represent any commitment with regard to funding or any form of preferential treatment on the part of either Party.
- c. This MoU does not create any legally binding commitment on either Party.
- d. This MoU may be amended by mutual written consent of the Parties.

For and on behalf of the ISA:



Mr. Amit Kumar Kaushik
For Director General

For and on behalf of WAPP:



Mr. Siengui Apollinaire KI
Secretary General