



# Memorandum of Understanding between the International Renewable Energy Agency and the United States Agency for International Development

WHEREAS, more than 600 million people in sub-Saharan Africa do not have access to electricity, which significantly limits their access to high-quality health care, education, and economic opportunities;

WHEREAS, the International Renewable Energy Agency ("IRENA") is the global intergovernmental organization mandated to promote the widespread and increased adoption and sustainable use of all forms of renewable energy and to support governments and the private sector in partner countries in their transitions to a sustainable energy future;

WHEREAS, the United States Agency for International Development (USAID) hosts the Office of the Power Africa Coordinator. The United States Government ("USG") launched the Power Africa Initiative in June 2013 to leverage private- and public-sector partnerships to double access to electricity in sub-Saharan Africa. The United States Congress later unanimously passed the Electrify Africa Act of 2015, which signaled to the global community that expanding electricity access in sub-Saharan Africa is a long-term bipartisan foreign-policy priority of the USG. Power Africa, which comprises 12 USG Departments and Agencies and more than 170 public- and private-sector partners, aims to add at least 30,000 megawatts (MW) of new, cleaner electrical-power capacity and 60 million electrical connections across sub-Saharan Africa by 2030. Under Power Africa's 2.0 Strategy, the initiative also has adopted transmission targets, including the installation of 5,000 kilometers (km) of new transmission lines and the mobilization of US\$3 billion in support of transmission projects;

WHEREAS, IRENA and USAID, through the Power Africa Coordinator's Office, share common objectives with regard to increased availability and access to affordable, reliable, and modern electricity in sub-Saharan Africa;

WHEREAS, IRENA and USAID, through the Power Africa Coordinator's Office, intend to continue to coordinate support to projects and activities of mutual interest and leverage one another's expertise, relationships, and resources to achieve these common objectives; and

WHEREAS, it is in the mutual interest of IRENA and USAID to enhance and reinforce their cooperation, and to draw on their respective strengths and complementary resources, while avoiding duplication of efforts and maximizing output;

NOW THEREFORE, IRENA and USAID (hereinafter referred to individually as a "Participant" and, collectively, as the "Participants"), based on mutual trust and in a spirit of cooperation, hereby intend to continue their collaboration as follows:





## Article I Purpose

The purpose of this Memorandum of Understanding (MOU) is to build on the first MOU signed between IRENA and USAID on December 9, 2015, through the Power Africa Coordinator's Office, and to continue to provide a framework for cooperation between the Participants to contribute their respective strengths, expertise, and resources, and to support one another's efforts to increase access to electricity for the purpose of reducing energy poverty and promoting sustainable livelihoods and economic growth in sub-Saharan Africa.

# Article II Areas of Cooperation

- 2.1 The Participants intend that the specific areas of cooperation covered under this MOU include, but are not limited to, the following:
  - a) Production of data and information, including joint publications on Africa's energy landscape, policies on renewable energy and energy-transition programs, and assessments of the socio-economic benefits of renewables (such as creating jobs and greater gender equity), achievable through a strengthening of domestic supply-chains and investing in local sustainable development;
  - b) Joint implementation of technical assistance and capacity-building activities in sub-Saharan Africa in line with relevant programs of IRENA and Power Africa that promote the deployment of renewable energy, including through IRENA's <u>Clean Energy Corridor</u> initiatives in Africa, trainings in technical skills (*e.g.*, solar certification), and support for policy development, including national and regional energy master plans and renewable energy policies (*e.g.*, auctions);
  - c) Support the expansion of access to affordable, reliable, and modern electricity through off-grid energy solutions that use renewable and complementary technologies to improve economic activity; increase sustainable livelihoods; and enhance the provision of essential social services, such as education, agriculture, water, and health care, with a specific focus on electrifying rural medical facilities;
  - d) Joint efforts to improve the provision of electricity to displaced/refugee communities and settlements, including through the <u>Smart Communities Coalition</u> supported by Power Africa and in the context of the collaboration framework between IRENA and the Office of the United Nations High Commissioner for Refugees;
  - e) Capacity-development and the facilitation of access to finance for African renewable energy entrepreneurs and financial institutions, including through Power Africa's transaction advisors and IRENA's <u>Renewable Energy Entrepreneurship Support Facility</u>;
  - f) Sharing and exchanging information and knowledge as well as collaborating on data platforms and other information-management activities with a goal of scaling up renewable-energy projects and facilitating investments, including those in the context





- of the IRENA-supported <u>Climate Investment Platform (CIP)</u> and Power Africa Tracking Tool;
- g) Pursuing joint efforts to support the origination of renewable energy projects, assessments of investor readiness, and the acceleration of deal-making through project matchmaking fora, as well as innovative investment and risk-mitigation approaches and instruments promoted jointly or individually by the Participants;
- h) Strengthening the enabling environment to improve the investment climate for renewable energy, including through the diffusion of the Open Solar Contracts, a set of standardized contractual documents for solar power, and support for the Global Geothermal Alliance, a global platform coordinated by IRENA to enhance dialogue, cooperation, and coordinated action in the geothermal sector.
- 2.2 The Participants can alter the areas of cooperation listed in the preceding paragraph at any time through a written amendment, in accordance with Article IX of this MOU.

# Article III Implementation of this MOU

- 3.1 The Participants will maintain a close working relationship to implement the cooperation envisaged under this MOU. The Participants will keep each other informed of relevant activities that pertain to their cooperation and will hold regular consultations to evaluate their progress in the implementation of this MOU. (See Paragraph 4.6 of Article IV below.)
- 3.2 Any joint projects or other activities generated from this MOU that involve the commitment of funds or other resources will be the subject of separate written agreements between the Participants, which will address, *inter alia*, financial arrangements, liability, dispute settlement, and the intellectual-property rights related to the activities.
- 3.3 This MOU is not a treaty, and does not give rise to rights or obligations under international law. The Participants intend to maintain their own separate and unique missions and mandates and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Participants as outlined in this MOU will not be construed as a partnership or other type of legal entity or personality. Nothing in this MOU will be construed as superseding or interfering in any way with any agreements or contracts entered into among the Participants, either prior to or subsequent to the signing of this MOU. Nothing in this MOU will be construed as an exclusive working relationship.
- 3.4 The Participants specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by either Participant or create any rights in any third party. Each Participant accepts full and sole responsibility for any and all expenses incurred by itself related to this MOU. All activities in pursuance of the objectives of this MOU are subject to the availability of funding.





## Article IV Communication

- 4.1 Public communications related to this MOU should appropriately attribute the efforts of both Participants, in each case subject to their consent. Each Participant intends to respond to a communication request by the other within three business days.
- 4.2 The Participants intend to respect each other's confidentiality policies, with the mutual understanding that they publicize their alliance and its objectives without disclosing any confidential or proprietary information of the other.
- 4.3 Each Participant may make the existence and content of this MOU publicly available by press release, public commentary, or other disclosure, in accordance with their policies or procedures regarding the public disclosure of information, subject to the prior written consent of the other.
- 4.4 The Participants designate the following primary Points of Contact under this MOU:

### For IRENA:

Gurbuz Gonul
Director, Country Engagement and Partnerships (CEP)
P.O. Box 236, IRENA Headquarters, Masdar City
Abu Dhabi
United Arab Emirates

#### For USAID:

John Irons
Director, Office of Partnerships, Power Africa
USAID
1300 Pennsylvania Avenue, N.W.
Washington, D.C. 20532
United States of America

4.5 A notice delivered by email, when related to the modification, extension, or withdrawal of this MOU, will be deemed to have been received when a Participant acknowledges receipt of such notice by an email or other form of written notice to the sender in accordance with Paragraph 4.1 of this Article.





- 4.6 The Participants acknowledge the need for regular reporting on activities and results and intend to collaborate to meet any information needs or applicable reporting requirements in connection with the cooperation under this MOU; at a minimum, the Participants should communicate via quarterly telephone calls between the designated Points of Contact identified in Paragraph 4.4 above, or other designated points of contact for either Participant, and annual executive meetings. The Participants expect that joint efforts in many locations could require more frequent communication and intend that the designated Points of Contact above should facilitate establishing working-level Points of Contact, as needed, to coordinate implementation under this MOU.
- 4.7 The Participants may invite each other to send observers to meetings or conferences they each convene (including, but not limited to, IRENA's International Off-Grid Renewable Energy Conference and Exhibition) or under their auspices in which, in the opinion of either Participant, the other might have an interest. Invitations are subject to the procedures applicable to such meetings or conferences.

# Article V Use of Name and Branding

- 5.1 Neither Participant intends to use the name, or any abbreviation thereof, or the emblem, insignia, or trademarks of the other, its subsidiaries, and/or affiliates, in connection with its business or otherwise without the express prior written approval of the other Participant in each case.
- 5.2 Joint branding may be used with the written consent of each Participant. Each Participant may make its logo available for use on specific materials at its sole discretion. Each Participant should obtain written approval prior to the publication of all information and materials that contain the other's logo. The Participants expect that any such materials give equal prominence.

# Article VI **No Waiver of Privileges and Immunities**

Nothing in this MOU is a waiver, express or implied, of any of the privileges and immunities of IRENA or USAID.

# Article VII Settlement of Disputes

The Participants endeavor to settle amicably any dispute between them concerning the interpretation or application of this MOU.





## Article VIII Duration

This MOU is expected to continue for five (5) years from the date of signature. The Participants may renew or extend it by mutual written agreement. Either Participant may withdraw from this MOU by giving 30 days' prior written notice to the other.

## Article IX Modifications

The Participants may modify this MOU only in writing, through an amendment signed by both.

# Article X Counterparts; Electronic Signature

The Participants may sign this MOU in any number of original or facsimile counterparts, each of which they will deem to be an original, for all purposes, and all such counterparts will together constitute one and the same instrument. A signature of this MOU transmitted electronically will have the same authority and effect as an original signature on paper.

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The Participants, each acting through a duly authorized representative, have caused this Memorandum of Understanding in the English language to be signed in their names and delivered as of the last date of signature written below.

International Renewable Energy Agency	United States Agency for International Development
Francesco La Camera Director-General	Mark Carrato Coordinator, Power Africa
Date: 01 . 19. 2021	Date:





The Participants, each acting through a duly authorized representative, have caused this Memorandum of Understanding in the English language to be signed in their names and delivered as of the last date of signature written below.

International Renewable Energy Agency	United States Agency for International Development
Francesco La Camera	Mark Carrato
Director-General	Coordinator, Power Africa
Date:	Date: 1/19/8/