



M Senyatsi/vm

MEMORANDUM OF UNDERSTANDING

BETWEEN

INDUSTRIAL DEVELOPMENT CORPORATION OF SOUTH AFRICA LIMITED

(a corporation established under Section 2 of the Industrial Development Corporation Act 1940 (Act No.22 of 1940)),

("the IDC")

AND

POWER AFRICA

(administrated and housed within the US Agency for International Development (usaid), an agency of the US government)

("PA")

together referred to throughout this Memorandum of Understanding ("**MOU**") as "**the Participants**"

A handwritten signature in blue ink, appearing to read "M Senyatsi", with a large circular flourish to the right.

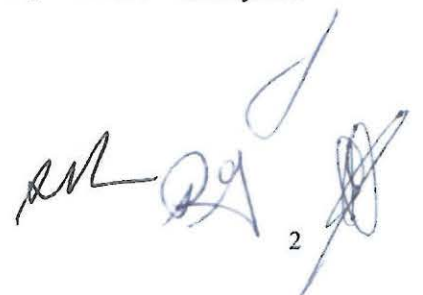
WHEREAS:

1. **The IDC** has the mission to promote broad-based economic growth and sustainable development, as well as supporting the creation of economic opportunities for South African companies in South Africa and into the Continent of Africa.
2. **The IDC** does so by focusing on industrial development, including the creation of new industries and the infrastructure that supports them which should lead to sustainable enterprises. As an Africa regional citizen, IDC ensures that where it is involved in the development financing of projects in Africa, issues of affordability and sustainability are addressed.
3. **The IDC's** efforts also contribute to the larger framework of intra-Africa trade and the Continent's development, having developed projects in over 20 African countries.
4. **PA** is involved in the promotion of investments in renewable energy projects in Africa.

The Participants desire to sign this MOU to establish a framework for their mutual cooperation.

1. SCOPE


This MOU aims to establish the actions of the Participants for mutual cooperation, within their legal and statutory duties, in order to increase renewable energy access in Sub-Saharan Africa, which catalyzes economies and improves quality of life.


2

2. RECIPROCAL INTENTIONS OF THE PARTIES

2.1 The Participants hereby declare their mutual intentions to each other, in furtherance of the goals and purposes set forth herein. Those intentions include making reasonable efforts to collaborate, and cooperate, with each other in the following ways:

OBJECTIVES AGAINST WHICH THIS MOU SHOULD BE EVALUATED BY A JOINT STEERING COMMITTEE EVERY THREE MONTHS	
2.1.1	The Participants intend to work to advance energy projects which provide clean, reliable power to businesses.
2.1.2	The IDC aims to implement 2500 Megawatts of clean energy over a period of three years, and Power Africa seeks opportunities to support IDC in its efforts.
2.1.3	The Participants intend to work to increase the pipeline of bankable projects beneficial to both organizations.
2.1.4	The Participants intend to identify ways to address finance and capacity gaps of energy sector investments to bring them to closure and increase their development impact and sustainability.
2.1.5	Each Participant intends to share expertise when appropriate, that would help the other Participant in its effort to meet the objectives of this MOU, as well as its overall capacity.
2.1.6	The Participants intend to be open to consider collaboration with other entities affiliated with either Participant.
2.1.7	The Participants intend to develop mechanisms that support regular, ongoing collaboration, cooperation, and interaction

AW *QA*₃ 

	directly tied to meeting the objectives of this MOU.
2.1.8	The partnership is expected to be based on concrete commercial and development interests.

3. NO LEGALLY OR FINANCIALLY BINDING [RIGHTS OR] OBLIGATIONS

3.1 As referenced above, this MOU expresses the intentions of the Participants with respect to the matters described. Each Participant intends to invest commercially reasonable efforts in promoting the purposes of this Memorandum of Understanding, but both Participants acknowledge that no binding legal [rights or] obligations under international or domestic law are created by this MOU, and none of its provisions should be relied on by either Participant as legally binding on the other or on third parties. All projects and joint actions that involve legal obligations between the Participants shall be subject to separate and specific legal agreement.

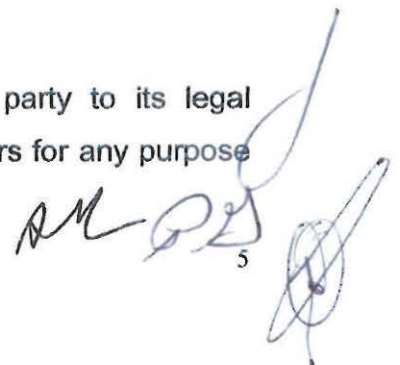
3.2 There are no financial or resource commitments created by this MOU and any project or activity that requires such should be set forth in a specific, separate arrangements outlining scope, budget, and resources. Each Participant is expected to bear its own costs for any activities related to this MOU.

3.3 In addition, this MOU does not create any basis for and there should be no expectations of favorable treatment with respect to acquisition or assistance awarded by either Participant.

4. CONFIDENTIALITY AND PUBLICITY

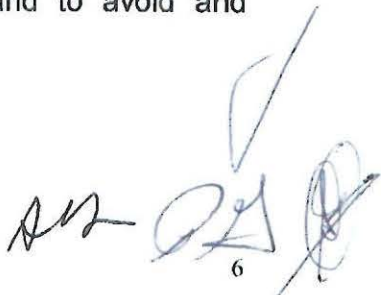
[Handwritten signatures and initials]

- 4.1. The Participants are expected not to directly or indirectly divulge or communicate, or use for their own purpose inconsistent with this MOU [Protected Information] connected with the Terms of Reference specified in Section 2, or otherwise permit to be divulged or communicated by them or by any consultant, officer, employee or agent of either Participant, any Confidential Information supplied to it by the other in respect of the Terms of Reference to any unauthorised person;
- 4.2. The restriction in clause 4.1 does not apply in instances where:
- 4.2.1 the information is in the public domain for reasons other than improper release inconsistent with this MOU; or
- 4.2.2 the information was expressly permitted to be disclosed by the Participant that provided it; or
- 4.2.3 the information was independently developed or created by the possessing Participant for purposes not related to this MOU;
- 4.2.4 the information was received independently by the possessing Participant either prior to or at the same time or subsequent to receipt by the other Participant; or
- 4.2.5 disclosure would be required by law; or
- 4.2.6 such information related only to this MOU and is required by any regulatory body; or
- 4.2.7 the disclosure of same by the possessing party to its legal advisers, auditors or other professional advisors for any purpose


5

connected with this MOU provided that they in turn keep the same confidentiality in accordance with this Section 4.

- 4.3 "Confidential Information" for the purpose of this MOU, is intended to mean any and all technical and marketing information, data, formulae, specifications, photographs, designs, drawings, proposals, samples, and other material relating to the Terms of Reference and furnished or disclosed by any one Participant to another with an explicit marking that identifies such information as "Protected]. It is important that each Party marks as protected the information it provides that should not be released. Thus, the obligation not to disclose will only apply to information that has been marked accordingly.
- 4.4 The understandings contained in this Section 4 are expected to extend until the 4th (fourth) anniversary of the signature date of this MOU.
- 4.5 Any and all information related to the scope hereof, whether written, oral or electronic, provided by one Participant to the other, such as, for example, information related to:
- a) PA;
 - b) IDC; and
 - c) the terms and conditions of any agreement to be discussed or formalized between the parties and/or third parties should be effectively deemed Protected Information.
- 4.6 The Participants intend to implement necessary measures to protect Protected Information shared under this MOU, and to avoid and prevent its unauthorized disclosure.


6

- 4.7 Any campaign or promotional material and advertising by any means, promoted by one of the Participants, should mention or use the name, products, brands and information concerning the other Participant or the collaboration under this MOU after the written authorization of the other Participant is received.

5. TERM

This MOU is intended to come into operation upon signature of the authorized officials of the respective Participants and should continue for five years. Either Participant may discontinue its participation in this MOU but should endeavour to provide sixty (60) days' prior written notice to the other Participant.

6. NOTICES

- 6.1. For the purpose of this MOU the Participants' official offices are as follows:

6.1.1. IDC at 19 Fredman Drive, Sandown, 2196, South Africa; and

6.1.2. Power Africa at USAID, Torina Way, 1300 Pennsylvania Avenue NW, Washington, DC, 20523, US.

- 6.2. All notices to be given in terms of this MOU should be presumed to have been received:

6.2.1. if posted by registered post to:

6.2.1.1. IDC at PO Box 784055, Sandton, 2146, South Africa; and


7

6.2.1.2. Power Africa at USAID, Torina Way, 1300 Pennsylvania Avenue NW, Washington, DC, 20523, US.

20 (twenty) days after the date of posting;

6.2.2. if transmitted by telefax to:

6.2.2.1. IDC at +27 11 269 3116;

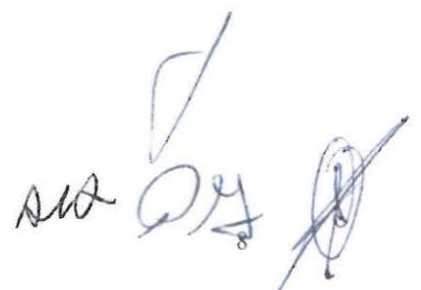
6.2.2.2. Power Africa at USAID, Torina Way, 1300 Pennsylvania Avenue NW, Washington, DC, 20523, US.

6.2.3. If delivered by hand, on the date of delivery to the addresses in clause 6.1.

6.2.4. Each of the Participants may alter its address set out in paragraphs 6.1 and 6.2 by written notice to the other Participant.

7. MEDIA RELEASES

Each Participant intends not to make any voluntary releases or public announcement to the press or other media mentioning the other Participant and regarding collaboration under this MOU without receiving the written consent of the other Participant.






SIGNED at SANDTON, South Africa on 19 February 2015


For: **INDUSTRIAL DEVELOPMENT CORPORATION OF SOUTH AFRICA LIMITED**



Name: M.G. QHENA
Capacity: CEO


Name: M.L. SENEKZE
Capacity: _____

SIGNED at Sandton on 19 February 2015

For: **POWER AFRICA**


Name: Patrick Gasparid
Capacity: US Ambassador


Name: Andrew M. Herscovitz
Capacity: Coordinator for Power Africa

AM 9