



Memorandum of Understanding

between

the United States Agency for International Development (USAID),

represented by the Office of the Coordinator for Power Africa

and

the International Renewable Energy Agency (IRENA)

for

Increasing Access to Sustainable Energy in Sub-Saharan Africa

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made between the United States Agency for International Development (USAID), represented by the Office of the Coordinator for Power Africa and the International Renewable Energy Agency (hereafter referred to as “IRENA” and collectively with the Office of the Coordinator for Power Africa referred to as the “Participants”). The Participants seek to share their respective strengths, expertise and resources in order to pursue activities of mutual interest that support their common goal of increasing access to sustainable energy in sub-Saharan Africa.

This MOU sets forth the intentions of the Participants to work together to support the development of the renewable energy sector in sub-Saharan Africa through cooperation under the Power Africa Initiative (hereinafter referred to as “Power Africa” or the “Initiative”) and IRENA’s Africa Clean Energy Corridor, including the IRENA Sustainable Energy Marketplace. This MOU provides the proposed framework on which joint activities could be based, but does not impose any legally binding obligation (financial or otherwise) on either of the Participants.

WHEREAS President Obama launched Power Africa in 2013 to leverage private and public sector partnerships to double access to electricity in sub-Saharan Africa. Power Africa aims to add at least 30,000 megawatts (MW) of new, cleaner electrical power capacity and 60 million new electrical connections by unlocking sub-Saharan Africa’s substantial wind, solar, hydropower, natural gas and geothermal resources;

WHEREAS Power Africa is a partnership among U.S. Government (USG) agencies, the World Bank Group, the African Development Bank, the Swedish International Development Cooperation Agency, the United Nations’ Sustainable Energy for All (SE4All) initiative, the African Union’s New Partnership for Africa’s Development, the European Commission and approximately 100 public and private sector entities, including African governments;

WHEREAS the Office of the Coordinator for Power Africa uses a transaction-based model under the Initiative whereby private investments are leveraged to help push policy and regulatory reforms that enable key energy projects to advance. In addition, the United States, through the Office of the Coordinator for Power Africa, has demonstrated its commitment to increasing access for people living away from the electrical grid by launching Beyond the Grid during the US-Africa Energy Ministerial in 2014;

WHEREAS IRENA, an international intergovernmental organization with its headquarters in Abu Dhabi, United Arab Emirates, aims to promote the widespread and increased adoption and sustainable use of all forms of renewable energy, and for this purpose seeks to leverage financing opportunities for renewable energy;

WHEREAS IRENA, in partnership with the East African Power Pool and the South African Power Pool, launched the Africa Clean Energy Corridor (ACEC) in 2014, which aims to increase renewable energy deployment in Africa, in order to reduce carbon emissions and support sustainable and climate resilient economic growth;

WHEREAS currently, four-fifths of all electricity in Eastern and Southern Africa is generated from carbon-intensive fossil fuels: natural gas, oil or coal, and as double-digit growth continues across the region, demand for electricity is expected to at least double by 2030;

WHEREAS this economic growth can be sustained by pursuing low-emission pathways and building ecologically sound infrastructure, meaning a shift away from yesterday's carbon-intensive technologies, towards tomorrow's clean and sustainable energy systems;

WHEREAS IRENA, in support of the objectives of the ACEC, launched the Sustainable Energy Marketplace with the objective to accelerate the scale-up of investments – both public and private – to promote initiation, development and financing of low-carbon renewable energy projects by bringing together project owners, governments, financiers, and service and technology providers;

WHEREAS the Sustainable Energy Marketplace makes investment opportunities visible and easily identifiable for investors and helps project developers to identify relevant funding sources and expertise while also actively facilitating the projects by providing hands-on support together with development finance institutions, multi-donor initiatives and other organizations already active in this field;

WHEREAS this MOU and the activities outlined herein, are consistent with and are expected to contribute to the implementation of the 2030 Agenda for Sustainable Development. Specifically, this MOU is expected to help advance Sustainable Development Goal 7, which aims to ensure access to affordable, reliable, sustainable and modern energy for all by 2030;

WHEREAS the Participants' efforts to advance the energy sector in sub-Saharan Africa are intended to support the common goal of enabling renewable energy investment and growth. Increasing access to electricity and growing renewable energy would enhance energy security, decrease poverty, and advance economic growth;

RECOGNIZING THAT, through coordination and collaboration between the Office of the Coordinator for Power Africa offices in South Africa and USAID Washington D.C., as well as the

USG agencies supporting Power Africa, and IRENA, the Office of the Coordinator for Power Africa and IRENA intend to work together to support key activities that meet the shared goals of increased energy availability and access. This collaboration is expected to extend to the regional and national levels, where the United States Government agencies and IRENA intend to coordinate to support projects of mutual interest;

FURTHER RECOGNIZING THAT the Participants intend to leverage one another's expertise, relationships and resources to achieve the goals of Power Africa and the Africa Clean Energy Corridor;

ACKNOWLEDGING cooperation between the Office of the Coordinator for Power Africa and IRENA under this MOU is expected to offer new opportunities to address power shortages in Sub Saharan Africa;

NOW THEREFORE, desiring to establish a framework for their mutually beneficial collaboration; the Participants share the following understanding:

Article 1

PURPOSE AND SCOPE OF COOPERATION

1.1 The purpose of this MOU is to serve as a framework for the Participants to cooperate and engage in activities in relation to shared mutual interests. In particular, the Participants intend to collaborate on the following issues:

- a) **Share project information to further renewable energy growth in sub-Saharan Africa.** Subject to their respective legal obligations to withhold from release information protected from disclosure under applicable laws and/or regulations, polices and procedures of their respective organizations, including but not limited to confidential financial and business information, personally identifiable information and other information deemed non-public information by a Participant, the Participants plan: i) to share publically releasable information on specific projects and project opportunities, including publically releasable information contained in IRENA's Sustainable Energy Marketplace and Power Africa's Transaction Tracker database (PATT); ii) to identify opportunities to communicate and raise awareness of the Participant's projects and project opportunities; and iii) to provide periodic updates on its progress toward achieving their respective goals for the power sector in Sub-Saharan Africa.

To facilitate this collaboration, the Participants expect to share information with one another that is contained in PATT and IRENA's Sustainable Energy Marketplace database and which is not prohibited from disclosure under the applicable laws and/or regulations, polices and procedures of their respective organizations, and to cross link publically releasable information contained in these databases to one another, to the extent permitted by the Participants respective rules, policies and procedures and to the extent practical. The Participants also expect to identify joint outreach events, webinars and other joint communication opportunities.

- b) **Expand efforts to increase renewable energy across sub-Saharan Africa.** Both Participants have demonstrated their expertise and commitment to increasing renewable energy through transactions, and financial and technical support. The Participants expect to jointly work to leverage one another's expertise, reach and resources to achieve Power Africa and IRENA Africa Clean Energy Corridor goals.

To facilitate this collaboration, the Participants expect to schedule regular coordination meetings between members of the Power Africa team and IRENA Africa Clean Energy Corridor counterparts to develop a collaboration framework for supporting specific transactions, and leveraging relevant financial and technical support, including, but not limited to, transaction screening and linking transactions to financing tools, and other transaction advisory services.

- c) **Expand participation by Power Africa partners in IRENA's Sustainable Energy Marketplace.** The objective of IRENA's Sustainable Energy Marketplace is to accelerate the scale-up of investments – both public and private – to promote initiation, development and financing of low-carbon renewable energy projects by bringing together project owners, governments, financiers, and service and technology providers. It makes investment opportunities visible and easily identifiable for investors and helps project developers to identify relevant funding sources and expertise. Facilitating awareness of this tool among the twelve departments and agencies of the USG engaged in the Initiative and among Power Africa's host government and private sector partners is expected to encourage all Power Africa partners to participate in the Sustainable Energy Marketplace.

To facilitate participation by Power Africa partners in the Sustainable Energy Marketplace, the Participants expect to develop shared communication language to use for joint outreach opportunities. The Participants also expect to identify joint outreach events, webinars and other joint communication opportunities.

- 1.2 The Participants may elect to extend their collaboration beyond the above-listed areas of collaboration. Where applicable, the Office of the Coordinator of Power Africa and IRENA may decide to jointly rally and deploy their resources in support of the energy programs or projects they prioritize.

ARTICLE 2

GENERAL INTENTIONS OF THE PARTICIPANTS

- 2.1 The Participants intend to carry out their respective activities envisioned under this MOU in conformity with their respective legal and policy authorities.
- 2.2 The Participants intend to join efforts and to maintain a close working relationship in order to achieve the objectives of this collaboration. The Participants intend to amicably address any dispute that arises under this MOU through discussion and consultation. If the dispute

is not resolved to both Participants' satisfaction, either may discontinue this MOU in accordance with paragraph 3.3.

- 2.3 The Participants intend to keep each other informed, as appropriate, of relevant activities pertaining to this collaboration and to schedule meetings and consultations as needed in order to evaluate the progress of implementation of this MOU and to introduce or modify activities, as deemed necessary. At least once a year, the Participants expect to meet at the senior level, either bilaterally, or along with other Power Africa partners, to review and evaluate progress on their collaboration under this MOU and to share each Participant's annual report or other monitoring, evaluation and progress tracking tools to measure the progress being made.
- 2.4 The Participants intend to respect each other's confidentiality policies, with the mutual understanding that the Participants intend to publicize this alliance and its objectives without disclosing any information shared by one Participant with another that it designated as confidential or proprietary.
- 2.5 The Participants should not use, in any manner whatsoever, the name, emblem, logo or official seal of the other Participant, or any abbreviation thereof in connection with their business or otherwise, unless expressly authorized by the other Participant in writing, or in accordance with a jointly-developed communication product developed under paragraph 2.4, above.
- 2.6 The Participants intend to coordinate with each other on all press releases or public statements regarding partnership activities under this MOU.
- 2.7 This MOU is a non-binding expression of the current intentions of the Participants. It does not, nor is it intended to, create any binding legal or financial rights or obligations on either side under domestic or international law.

Article 3

GENERAL PROVISIONS

- 3.1 This MOU may be modified by written consent of the Participants.
- 3.2 This MOU is intended to become operative on the date of signature by both Participants and to remain operative until December 31, 2019. It may be renewed by mutual consent of the Participants in writing.
- 3.3 This MOU may be discontinued by mutual consent of the Participants or by either Participant, which should endeavor to provide sixty (60) days' prior written notice to the other Participant.

Article 4

NOTICES and FOCAL POINTS

4.1 For the purpose of this MOU, the focal points of the Participants include:

For IRENA:

Henning Wuester
Director of Knowledge, Policy and Finance Centre
Secretariat of the International Renewable Energy Agency
IRENA Headquarters, Masdar City
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For the Office of the Coordinator of Power Africa:

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Coordinator, Power Africa
U.S. Agency for International Development
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4.2 Either Participant may, by notice in writing to the other Participant, designate additional or substitute focal points to those designated above.

Signed in Paris, France, on this ninth day of December, 2015 in two (2) original copies in the English language.

**The United States Agency for
International Development:**



Andrew M. Herscowitz
Coordinator, Power Africa
United States Agency for International
Development

**The International Renewable Energy
Agency:**



Adnan Z. Amin
Director-General
International Renewable Energy Agency