MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made between the Small Island Developing States ("SIDS") Sustainable Energy and Climate Resilience Organisation ("SIDS DOCK"), and the International Renewable Energy Agency ("IRENA"), collectively referred to as the “Parties”;

WHEREAS, SIDS DOCK was established on 25 September 2015, by the Heads of Government and State of small islands and low-lying developing states as their intergovernmental, United Nations ("UN")-recognized international platform with all the rights and privileges for addressing climate change, resilience and energy security in SIDS, as their collective mechanism to transform their energy sectors and economies to low-carbon in order to achieve significant reduction in energy expenditures to help generate significant financial savings for countries, for investing in climate change adaptation;

WHEREAS, SIDS DOCK Work Programme, approved on 29 September 2018, at the Fourth Assembly of SIDS DOCK, at UN Headquarters, in New York, prioritises mobilising resources for the SIDS DOCK Island Women Open Network ("IWON") Sustainable Energy Financing Facility in recognition of the critical role that women have to play in promoting the SIDS energy transition as women represent 51 percent of the SIDS population and head of households;

WHEREAS, IRENA was founded on 26 January 2009, to promote the widespread and increased adoption and sustainable use of all forms of renewable energy; including establishment of the special facility for small islands states in the SIDS Lighthouse Initiative, which recognize the unique circumstance of energy in SIDS, and their need for project financing and increased access to information;

RECOGNIZING, SIDS DOCK in partnership with the Government of Austria and the United Nations Industrial Development Organization ("UNIDO") have worked with regional governments in the Caribbean and the Pacific Regions to establish two new institutions, the Caribbean Centre for Renewable Energy and Energy Efficiency ("CCREEE") and the Pacific Centre for Renewable Energy and Energy Efficiency ("PCREEE"), to provide dedicated capacity to support the SIDS’ transition from the 90 percent dependence most have on imported fuels, to highly efficient, low carbon, “Blue Economies”;
WHEREAS, IRENA and SIDS DOCK agree that sharing information and best practices for deployment of renewable energy on islands through a common platform organised by major themes such as resource assessments, roadmaps, grid integration and distributed generation, tourism, waste-to-energy systems, desalination systems, refrigeration and cooling, ocean energy, and co-generation will have significant value and accelerate the institutional learning for these new regional institutions focused on the energy sector and building resilience in small islands, and the different role the sector has to play for sustainable development in SIDS, and for achieving many of the Sustainable Development Goals (“SDGs”), Sustainable Energy For All (“SEforALL”) and Island Energy For Island Life: 25-50-25;

CONSIDERING that it is clearly within the Parties’ common interest to enhance their cooperation in mobilising financial resources, enhancing access to information and capacity building to benefit the SIDS population;

NOW THEREFORE, desiring to establish a mutually beneficial cooperation, to the benefit of the societies of SIDS, the Parties have reached the following understanding:

**Article I**

**Purpose**

The purpose of this Memorandum of Understanding is to provide the general framework for cooperation between the Parties to accelerate the synergistic deployment of renewable energy and efficiency technologies in SIDS, with particular focus on technologies whose application in SIDS have significant co-benefits, and to promote the establishment of a sustainable energy financing facility for island women, which are all aimed at helping to achieve national, regional and international development commitments, especially those of the UN SDGs and the NDCs from the United Nations Framework Convention on Climate Change (“UNFCCC”) Paris Agreement.

**Article II**

**Areas of Cooperation**

Specific areas of cooperation covered under this MoU include, but are not limited to:

1. Further development of the SIDS Island Life Information Network (“ILIN”), launched in September 2014, in Apia, Samoa, at the Third UN Conference on SIDS. The ILIN is a virtual knowledge network to facilitate meetings and conferences, project execution and implementation, to provide access to information and experiences, to exchange learning and sharing of relevant knowledge about technologies and best practices related to renewable energy (“RE”) and energy efficiency and conservation (“EEC”) applicable in the SIDS member countries, in order to facilitate project development and help islands build their capacities to plan, build and operate more integrated and sustainable energy systems, with regional hubs in the CCREEE and PCREEE, and become part of the regional energy management capacity;
2. Establishment of the SIDS DOCK IWON Sustainable Energy Financing Facility, under a dedicated fund manager, which would comprise a Studies and Technical Cooperation Window, a Project Cost Subsidy Window, an Equity Window and a Loan Guarantee Capability, and be used to finance the activities required prior to seeking financing for the development of energy efficiency and renewable energy projects. It will also provide resources to fund the services of consultants that will prepare the project documentation and analyses required to secure financing from commercial and other sources of finance and technical assistance to governments for developing the enabling environment for empowering women energy entrepreneurs. Generally, the Facility will provide contingently recoverable grant funding or direct grants to fund the activities that are preliminary to project financing and implementation;

3. Equipping the regional energy centres with Geographic Information Systems (“GIS”) for renewable energy applications in small island developing states, building upon meso-scale information collected through IRENA’s Global Atlas For Renewable Energy, to enable the ILIN with geospatial capacity to facilitate resource assessments, mapping of disaster prone areas, tracking of applications, transmission system design and project implementation;

4. Assessment of opportunities which attracts financing for mainstreaming waste management of organic, solid and effluent waste for energy systems in SIDS, including implementation of demonstration projects that build confidence in the SIDS-appropriate waste-to-energy technologies, given the increasing level of pollution to critical ecosystems resulting from inadequate waste management;

5. Assessment of opportunities for renewable desalination systems in SIDS, with a focus on development of projects that deploy technologies that provide energy and water as co-products for islands, as a climate adaptation response to reduction in freshwater availability in SIDS;

6. Development of roadmaps for island deployment of renewable energy systems in the electric power sector, tourism sector, transport sector or any other sector important to SIDS’ economies, in collaboration with the regional energy and climate change centres in SIDS;

7. Support further professional capacities of the SIDS regional energy centres to conduct on an ongoing basis assessment of the share of renewable energy that may be attained on island power grids through static or dynamic analysis of the grids under different scenarios of renewable penetration; and provide recommendations on how the energy sector can help strengthen the climate resilience of the energy sector, and maximize renewable energy in the mix, through mechanisms such as internships, undertaking joint research, staff loans and exchange;

8. Support member governments to evaluate current policies designed to encourage the development and uptake of renewable energy and energy efficiency in SIDS;
9. Any other activity of mutual interest to accelerate the deployment of sustainable energy in SIDS.

Article III
Implementation

1. Specific projects in the identified areas of cooperation will be negotiated and, when agreed in writing, will be incorporated as annexes attached to this MoU. These annexes shall form an integral part of this MoU and, unless expressly provided otherwise in writing, a reference to this MoU constitutes a reference to the MoU and attached annexes.

2. Each annex may contain one or more projects. As applicable, each project shall contain the terms and conditions for its implementation, including, but not limited to, clear deliverables, time frames and funding arrangements.

3. Each of the Parties shall designate a project manager for the implementation of each project.

4. Annexes may be modified at any time by written agreement of the Parties through their MoU Focal Points (see Article IV), within the limits of the resources made available for each project implementation agreement.

Article IV
MoU Focal Points

1. The Parties shall establish Focal Points to plan, develop, and ensure the proper implementation of this MoU, as indicated below:

SID S DOCK: Secretary-General, Secretariat

IRENA: Director-General, Secretariat

Article V
General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to join efforts and to maintain a close working relationship in order to achieve the objectives of this collaboration.

2. The Parties shall keep each other informed of all relevant activities pertaining to this collaboration and shall have annual updates and consultations in order to evaluate the
progress in the implementation of this MoU and to revise and develop new plans for current or prospective activities, as deemed appropriate by the Parties.

3. The Parties shall refrain from any action that may adversely affect the interests of the other Party and shall fulfil their commitments with fullest regard for the terms and conditions of this MoU and the objectives of the SIDS DOCK and IRENA.

4. This MoU does not in any way commit either Party to financial or human resource obligations. Commitment of financial and human resources by each Party for each agreed upon Annex must be clearly set out in writing as indicated in Article III above.

5. Unless expressly authorised by the other Party in writing, neither Party shall, in any manner whatsoever, use the name, emblem or official seal of the other Party, or any abbreviation thereof in connection with their business or otherwise.

6. All press releases or public statements relative to this MoU or its implementation must be approved by both Parties, in writing, prior to release or disclosure.

**Article VI**

**General Provisions**

1. **Privileges and immunities:** Nothing in this MoU shall be deemed to be a waiver, express or implied, of the Recipient’s privileges and immunities under international and domestic law.

2. **Settlement of disputes:**

   a. **Amicable settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MoU or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the Parties shall resolve their differences by binding arbitration in accordance with the procedures of and applying the laws of Belize.

   b. **Arbitration:** Any dispute, controversy or claim between the Parties arising out of this MoU, or the breach, termination or invalidity thereof, unless settled amicably under Section 2.a above 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 applicable. 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.

3. **Amendment:** This MoU may be amended only by written agreement of both Parties.
4. **Entry into force and duration:** This MoU shall enter into force upon signature by both Parties and will remain in effect for a period of five (5) years. It may be renewed by mutual agreement of the Parties in writing.

5. **Termination:** This MoU may be terminated by mutual agreement of the Parties or by either Party providing ninety (90) days written notice to the other. In any such event, the Parties shall take all necessary action as required to promptly and orderly terminate any Work Plan or project carried out under this MoU in a cost-effective manner.

6. Each Party is recognized to be a separate and independent from each other and neither Party has the authority to bid or act on behalf of the other. As such, each Party retains its own identity and each Party is responsible for establishing its own policies.

7. The undersigned representative of each Party represents, and the other Party relies upon such representation, that he or she has the authority to sign this MoU on behalf of that Party.

**Article VII**

**Notices**

1. Any notices required by this MoU shall be given in writing and delivered to the following addresses:

**Secretariat of SIDS DOCK**
Attention: Secretary-General
C/o Caribbean Community Climate Change Centre
2nd Floor, Lawrence Nicholas Building
P. O. Box 563, Bliss Parade, Belmopan
Belize, Central America
Telephone: +501-822-1104
Fax: +501-822-1365
E-mail: secretariat@sidsdock.org

**Secretariat of the International Renewable Energy Agency (IRENA)**
Attention: Director-General
CI Office Building, Khalidiyah (32<sup>nd</sup>) Street
P.O. Box 236, Abu Dhabi, United Arab Emirates
Fax: +971-2-658-1726
E-mail: Secretariat@irena.org
Addresses other than the above may be given as appropriate in accordance with the terms of this notice provision.

IN WITNESS WHEREOF, the Parties have signed this MoU in two (2) originals in the English language, on the day set forth below.

For SIDS DOCK:  

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Ronald Jumeau  
Chair  
Executive Council of SIDS DOCK  
Ambassador Extraordinary and Plenipotentiary  
Permanent Representative of the Seychelles to the United Nations

For IRENA:  

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Francesco La Camera  
Director-General  
International Renewable Energy Agency

Date:  

Date: