

**MEMORANDUM OF UNDERSTANDING ON ENERGY
CO-OPERATION BETWEEN
THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS
AND THE INTERNATIONAL ENERGY AGENCY**

This Memorandum of Understanding ("MOU") is entered into by and between:

- (1) The Association of Southeast Asian Nations, an inter-governmental organisation duly established under the ASEAN Charter having its current secretariat at 70A Jl. Sisingamangaraja, Jakarta 12110, Indonesia ("ASEAN"); and
- (2) The International Energy Agency, an autonomous body within the framework of the Organisation for Economic Cooperation and Development, duly established in accordance with the Agreement on an International Energy Program and having its secretariat at 9 rue de la Fédération, 75739 Paris Cedex 15, France ("IEA").

ASEAN and IEA hereinafter referred to individually as a "Party" and jointly as the "Parties";

RECITALS:

CONSIDERING the growing engagement and dialogue between ASEAN and the IEA on all aspects of energy policy and technology from which both sides can mutually benefit;

NOTING the IEA programmes on reliable, affordable and clean energy which are commensurate with ASEAN initiatives in securing a prosperous and sustainable energy future for ASEAN, and are helpful for ASEAN in strategising its energy focuses to realise the ASEAN Leaders' commitments and decisions to promote ASEAN connectivity

and to facilitate its people's participation in and benefit from the process of ASEAN integration and community building;

REALISING the vast potential for energy collaboration, especially in energy markets policy, energy security policy, and sustainable energy and clean energy technologies policy;

REAFFIRMING the co-operation between the IEA and ASEAN based on equality, friendship and mutual benefit;

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

ARTICLE 1 Objective

This MOU is intended to strengthen co-operation between the Parties and to assist ASEAN in the implementation of its energy objectives, goals and measures as set out in the ASEAN Plan of Action for Energy Cooperation (APAEC), including the promotion and implementation of affordable and sustainable energy in ASEAN region. A copy of the APAEC 2010-2015 is attached for reference, as Annex 1 to this MOU.

ARTICLE 2 Areas of Co-operation

1. The Parties are prepared to co-operate, in the manner set out below in this MOU, to encourage, facilitate, promote and undertake collaboration in:

- a. energy security and sustainability policy;
- b. energy markets development, connectivity, reform, and regulation;
- c. cost-effective policies to improve energy efficiency, diversification of energy sources, and deployment of renewable energy;
- d. environmental and climate change policy;

- e. development and deployment of clean energy technologies;
- f. emergency response policy and practice (including oil supply security and emergency preparedness);
- g. international energy dialogue;
- h. energy statistics and outlook; and
- i. any other area to which the Parties agree.

2. The Parties will mutually consult and collaborate on strategic policy and energy initiatives to support the implementation of the APAEC, in particular the actions to balance energy security and the goals of economic development and environmental protection.

ARTICLE 3

Forms of Co-operation

1. The co-operation between the Parties on joint activities shall be in accordance with their respective rules, processes and procedures. The co-operation activities under this MOU shall be beneficial to both ASEAN and the IEA.

2. Co-operation between the Parties, under this MOU, may include, but is not limited to, the following activities:

- a. joint organisation of training, workshops and/or other capacity building activities;
- b. joint study in areas of mutual interest;
- c. joint implementation of pilot projects and exercises; and
- d. a Party, in accordance with its rules and procedures, may invite the other Party to its meetings/events, as and when necessary.

3. The specific joint projects, activities and actions, including their operational aspects, expected outcomes, work schedules, applicable budgets, financial arrangements and cost sharing arrangements that the Parties intend to

implement will be set out in separate project documents to be agreed upon by the Parties.

ARTICLE 4 Funding

1. Performance of the co-operation activities set out in this MOU shall be subject to the availability of funds and other resources of the Parties. The cost and/or financial arrangement in carrying out the co-operation activities set out in this MOU shall be agreed and determined by the Parties through mutual consultation and formal agreement on a case-by-case basis, in accordance with the respective policies and procedures of each Party. This MOU does not impose any funding commitment on either Party.

2. ASEAN and the IEA may also agree to invite ASEAN Dialogue Partners, other development partners, other external parties, and members of private sector organisations to collaborate in any of the co-operation activities set out in this MOU to achieve maximum benefits and results.

ARTICLE 5 Confidentiality

1. Each Party agrees to treat with the utmost confidentiality all documents, information and/or data obtained from the other Party in the course of the execution of this MOU.

2. Any information that is described as confidential when it is communicated by one Party to the other Party must be kept confidential by the receiving Party. This provision survives expiry or termination of this MOU.

3. Unless required by the applicable laws, neither Party may disclose confidential data or information of the other Party provided pursuant to the co-operation activities under this MOU to any third Party without the prior written consent of

the other Party. Any such disclosures will respect any and all international copyrights relating to the documents, information, and/or data.

ARTICLE 6 Amendments

This MOU may be amended by written agreement between the Parties.

ARTICLE 7 Entry into Force, Duration and Termination

1. This MOU shall enter into force on the date of its signature by both Parties.
2. This MOU is valid for a period of three (3) years commencing on the date of the entry into force of this MOU pursuant to Article 7.1 above and ending 3 years thereafter ("Initial Period"). Unless terminated by either Party, this MOU will then be automatically renewed for successive periods of twelve (12) months after the expiry of the Initial Period.
3. Duly authorised officials of either Party may terminate this MOU at anytime by giving sixty (60) days prior written notice to that effect to the other Party.

ARTICLE 8 Settlement of Disputes

Any dispute between ASEAN and the IEA concerning the interpretation and implementation of this MOU shall be settled amicably through consultation and negotiation.

ARTICLE 9
Final Provisions

1. This MOU is not intended to create or to impose legal obligations on the Parties. This MOU will not be construed to interfere in any way with the independent decision-making autonomy of the Parties or to affect or waive the provisions of their organisational documents, policies, procedures or similar documents.
2. ASEAN and the IEA enter into this MOU as independent entities and nothing in this MOU will create any relationship of partnership, agency, trust, joint venture or otherwise between them, or constrain either Party from entering into co-operative relationships with other institutions or entities.
3. All notices and other communication required under this MOU will be in writing and will be sent via email, with a copy delivered in person or mailed by courier to the following addresses:

The Association of Southeast Asian Nations
ASEAN Secretariat
70A Jl. Sisingamangaraja
Jakarta 12110
Indonesia
Attention: Head of Infrastructure Division,
Directorate of Finance, Industries and
Infrastructure, the ASEAN Economic Community
Department
Tel : +62- 21- 726 2991, 7243372
Fax : +62- 21- 7398234, 7243504

and

International Energy Agency
9 rue de la Fédération
75739 Paris Cedex 15
France
Attention: Chief Legal Counsel
Email : rights@iea.org

3. This MOU will be signed in two (2) originals, each of which shall be accorded equal validity.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by the Parties, have signed this Memorandum of Understanding.

DONE in Brunei Darussalam on the Twentieth Day of September of the Year Two Thousand and Eleven in duplicate, in the English language.