

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS
(ASEAN)
AND
THE INTERNATIONAL RENEWABLE ENERGY AGENCY
(IRENA)**

WHEREAS the Association of Southeast Asian Nations (ASEAN) is a regional intergovernmental organisation established to initiate, facilitate, and coordinate ASEAN stakeholder collaboration in realising the purposes and principles of ASEAN as reflected in the ASEAN Charter;

WHEREAS the International Renewable Energy Agency (IRENA) is an intergovernmental organisation mandated to promote the widespread and increased adoption and sustainable use of all forms of renewable energy;

WHEREAS following the First Dialogue between the ASEAN Ministers on Energy Meeting (AMEM) and IRENA on 28 September 2017, a Joint Statement was issued in which ASEAN and IRENA agreed to develop a memorandum of understanding between ASEAN and IRENA to support the realisation of the ASEAN Plan of Action on Energy Cooperation (APAEC) 2016 – 2025 and to facilitate the scaling up of renewable energy in ASEAN as a joint action plan for implementation under the Renewable Energy Sub-sector Network (RE-SSN);

CONSIDERING that it is within the common interest of ASEAN and IRENA to enhance their cooperation in further scaling up renewable energy deployment, thereby advancing the energy transition towards a low-carbon, clean, secure, affordable and sustainable energy future for the ASEAN

region through strategic actions in promoting and supporting the development of renewable energy sources;

NOW THEREFORE ASEAN and IRENA (hereinafter individually referred to as the “Party” and collectively as the “Parties”) have reached the following understanding:

Article 1 Purpose

1. The purpose of this Memorandum of Understanding (MoU) is to provide the general framework for cooperation between the Parties, governing collaborative efforts on projects and activities, pursuant to which, the Parties may identify areas of common interests and priorities.
2. With recognition of and respect to each other’s identity and mission, the Parties commit themselves to cooperating on the basis of exchange of relevant information, expertise and viewpoints in order to realise potential synergies, enhance public dialogue and strive to implement common positions.

Article 2 Areas of Cooperation

1. The Parties shall promote and undertake cooperation in the following areas:
 - a. The establishment of dialogues between ASEAN and IRENA, including through the platform of the AMEM, such as the AMEM-IRENA Ministerial Dialogue and the ASEAN Senior Officials Meeting on Energy (SOME); and

- b. The undertaking of joint activities in line with the programmes under the RE-SSN of ASEAN and the applicable IRENA Work Programme, such as:
 - i. Energy planning in the context of integration of high-shares of renewable energy (RE) sources to the ASEAN energy mix;
 - ii. Assessments and roadmaps for accelerated RE deployment as appropriate, including updates to the ASEAN RE Outlook;
 - iii. Renewable energy policy and regulatory frameworks and social and economic benefits of scaled-up RE deployment;
 - iv. Renewable energy technology and innovation, including technology costing and cost reduction potentials;
 - v. Training and capacity building on RE-related topics; and,
 - vi. Development of bankable RE projects and support for project facilitation.
2. The list of areas of cooperation can be supplemented by the Parties at any time by mutual agreement.

Article 3

Modalities of Cooperation between the Parties

1. The Parties will join efforts and maintain a close working relationship to achieve the objectives of this collaboration. The Parties shall keep each other informed of all relevant activities pertaining to this collaboration and shall hold regular consultations in order to evaluate the progress in the implementation of this MoU.

2. Implementation of specific activities or projects pursuant to this MoU, including those involving the transfer of funds between the Parties or giving rise to legal or financial obligations, shall necessitate the execution of appropriate legal instruments between the Parties. Such instruments shall, where applicable, specify the objectives, timelines, deliverables, funding arrangements, and responsibilities of the Parties.
3. For the purposes of Article 2, each Party shall designate its focal point and notify the other Party in writing within thirty (30) days of the entry into force of this MoU.

Article 4 **Intellectual Property Rights**

1. Nothing in the MoU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in Article 4(2).
2. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to a particular activity or project to be carried out under this MoU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded pursuant to Article 3(2).

Article 5 **General Responsibilities of the Parties**

1. 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 activity or project shall be clearly set out as indicated in Article 3(2) and shall be subject to each Party's regulations, rules and procedures.
2. 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.

3. Unless in relation to their collaboration or joint activities under this MoU or otherwise 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.
4. All press releases or public statements relating to this MoU or its implementation shall be approved by both Parties, in writing, prior to release or disclosure.

Article 6 **Notices**

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

ASEAN:

The ASEAN Secretariat
70A Jl. Sisingamangaraja, Jakarta 12110, Indonesia
Attention: Head of Energy & Minerals Division,
Sectoral Development Directorate, ASEAN Economic
Community
Department
Tel: +62- 21-726 2991, 724 3372
Fax: +62-21-739 8234, 724 3504
E-mail: EnergyMinerals@asean.org

IRENA:

IRENA Headquarters, Masdar City
Director, Administration and Management Services
(AMS)
P.O. Box 236
Abu Dhabi, United Arab Emirates
Tel: +971 2 417 9000
Fax: +971 2 658 1726

E-mail: administration@irena.org

or at such other address as may be given from time to time in accordance with the terms of this notice provision.

Article 7 Privileges and Immunities

Nothing in this MoU shall be deemed to be a waiver, expressed or implied, of any of the privileges and immunities of the ASEAN or IRENA.

Article 8 Settlement of Disputes

Any dispute arising from or relating to this MoU shall be settled amicably through consultation and negotiation.

Article 9 Entry into Force, Duration and Termination

1. This MoU shall enter into force upon signature by both Parties and shall remain in effect for a period of three (3) years. Unless terminated by either Party in accordance with Article 9(2), this MoU shall automatically renew for successive periods of twelve (12) months after the initial term.
2. This MoU may be terminated by mutual agreement of the Parties or by either Party by providing sixty (60) 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 on-going activity or project carried out under this MoU, in a cost-effective manner.
3. The cooperation between the Parties under this MoU shall be non-exclusive. Each Party is recognised to be separate and independent from each other and neither

Party has the authority to bid or act on behalf of the other, unless specifically agreed. As such, each Party retains its own identity and each Party is responsible for establishing its own policies, regulations, rules and procedures.

Article 10 Amendment

This MoU may be amended only by written agreement of the Parties.

DONE in Singapore, this 30th day of October in the Year Two Thousand and Eighteen, in two (2) originals in the English language.