



MEMORANDUM OF UNDERSTANDING

between the

INTERNATIONAL RENEWABLE ENERGY AGENCY

and the

ASIAN INFRASTRUCTURE INVESTMENT BANK

Memorandum of Understanding between the International Renewable Energy Agency and the Asian Infrastructure Investment Bank

WHEREAS, the International Renewable Energy Agency (hereinafter referred to as "IRENA") is the global intergovernmental organisation mandated to promote the widespread and increased adoption and sustainable use of all forms of renewable energy and to support countries in their transition to a sustainable energy future;

WHEREAS, the Asian Infrastructure Investment Bank (hereinafter referred to as "AIIB") is a multilateral development bank, established under the Articles of Agreement of the AIIB, with the purpose to (i) foster sustainable economic development, create wealth and improve infrastructure connectivity in Asia by investing in infrastructure and other productive sectors; and (ii) promote regional cooperation and partnership in addressing development challenges by working in close collaboration with other multilateral and bilateral development institutions;

WHEREAS, IRENA and AIIB share common objectives with regards to sustainable development, energy transition, and providing access to affordable, reliable and clean energy to Asia and beyond. IRENA and AIIB are joint partners of the Climate Investment Platform and other relevant strategic initiatives; and

WHEREAS, it is in the mutual interest of IRENA and AIIB to cooperate in the pursuit of their common objectives and to draw on their respective and complementary strengths, while avoiding duplication of efforts and maximising output;

NOW, THEREFORE, IRENA and AIIB (hereinafter referred to individually as a "Party" and collectively as the "Parties"), based on mutual trust and in a spirit of cooperation, hereby agree as follows:

Article I Purpose

The purpose of this Memorandum of Understanding ("MOU") is to provide a framework for cooperation between the Parties for the implementation of activities of mutual interest. This MOU reflects the views and intentions of the Parties to cooperate on a non-exclusive basis, expressed in good faith but without the creation of any binding obligation or the incurrence of any liability on the part of either of them.

Article II Areas of Cooperation

- 2.1 The Parties agree to cooperate in the following areas:
 - a) Undertaking joint activities to accelerate the energy transition, including promoting renewable energy deployment and flexible infrastructure development, in accordance with each Party's respective work programme;

- b) Collaborating on the development and dissemination of knowledge products, including events and joint research notes;
- c) Enhancing efforts on scaling up investments in the renewables-based energy transition, including through the Climate Investment Platform;
- d) Collaborating on and co-organizing relevant events in Asia relating to the energy transition, including renewable energy financing, risk mitigation and urban energy; and
- e) Promoting human resources development, including through cross institutional learning and staff exchanges, subject to the Parties' internal regulations, rules and procedures.
- 2.2 The list included in the preceding paragraph is not exhaustive and may be supplemented at any time with other areas of cooperation that may be identified by the Parties.

Article III Implementation of the MOU

- 3.1 The Parties will maintain a close working relationship to implement the cooperation envisaged under this MOU. The Parties will keep each other informed of relevant activities pertaining to their cooperation and will hold regular consultations to evaluate their progress in the implementation of this MOU.
- 3.2 Any joint projects or other activities generated from this MOU that involve the commitment of funds or other resources shall be the subject of separate written agreements, which shall address, *inter alia*, the financial arrangements, liability, dispute settlement, and intellectual property rights related to the activities.
- 3.3 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other Party may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.
- 3.4 This MOU sets out a general framework for cooperation between the Parties and does not commit either Party to provide funds for the other Party or for any project or activity.
- 3.5 All activities in pursuance of the objectives of this MOU are subject to the availability of funding.

Article IV <u>Communication and Focal Points</u>

4.1 Any notice, request or other communication required or made under this MOU shall be in writing and shall be deemed duly and properly given if and when sent by hand, certified mail, overnight courier, or email to the addresses of the following focal points, or at such other addresses as the Parties shall specify in writing. The Parties hereby designate the following focal points who will serve as primary contact points under this MOU:

For IRENA:

Director, Project Facilitation and Support International Renewable Energy Agency (IRENA) IRENA Headquarter Masdar City PO Box 236, Abu Dhabi United Arab Emirates Email: abadr@irena.org

For AIIB:

Director General, Policy, Strategy and Budget Department Asian Infrastructure Investment Bank (AIIB) AIIB Headquarters, Tower A, Asia Financial Center, No. 1 Tianchen East Road, Chaoyang District, Beijing 100101, China Email: strategypolicy@aiib.org

4.2 A notice delivered by email, when related to the amendment, renewal or termination of this MOU, shall be deemed to have been received when the recipient acknowledges receipt of such notice by an email or other form of written notice to the sender in accordance with paragraph 4.1 of this Article.

Article V Use of Name and Emblem

- 5.1 Neither Party shall use the name, or any abbreviation thereof, or the emblem, insignia or trademarks of the other Party, its subsidiaries, and/or affiliates, in connection with its business or otherwise without the express prior written approval of the other Party in each case.
- 5.2 The Parties shall consult with each other in advance concerning any press release or public statement relating to this MOU or its implementation.

Article VI Privileges and Immunities

Nothing in this MOU shall be deemed to be a waiver, express or implied, of any of the privileges and immunities of IRENA, or of AIIB.

Article VII Settlement of Disputes

The Parties shall endeavour to settle amicably any dispute between them concerning the interpretation or application of this MOU.

Article VIII Confidentiality, Disclosure and Publicity

- 8.1 The disclosure of information with respect to the cooperative activities contemplated herein will be made in accordance with, and to the extent permitted by, the Parties' respective policies on access to information. Any confidential information shared pursuant to this MOU shall not be disclosed to any third party, without the prior written consent of the other Party.
- 8.2 The Parties may disclose this MOU and information related to this MOU in accordance with their respective policies in effect at the time of such disclosure. The Parties will consult with each other concerning the manner and form of any acknowledgement of the Party's support regarding any activities undertaken pursuant to this MOU.

Article IX Entry into Force and duration

This MOU enters into force upon signature by the duly authorized representatives of both Parties and shall remain in force for 5 years. It will renew automatically for successive periods of 5 years unless either Party gives written notice to the other, not less than thirty days before the expiry of the then current term, of its intention not to renew the MOU.

Article X Termination

This MOU may be terminated by mutual written agreement of the Parties or by either Party giving the other Party three months' prior notice in writing.

Article XI Amendments

This MOU may only be modified by a written amendment hereto signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have signed this MOU in two (2) originals in the English language on the date set forth below:

For the International Renewable Energy Agency

Francesco La Camera

Director-General

Date: 20th September 2021

For the Asian Infrastructure Investment Bank

Jin Liqun President Date: