Memorandum of Understanding between the United Nations Economic Commission for Europe (UNECE) and Sustainable Energy for All (SEforALL)

WHEREAS the United Nations Economic Commission for Europe (hereinafter referred to as “UNECE”) is mandated to promote regional cooperation and integration as a means of achieving sustained economic growth and sustainable development and to improve access to affordable and clean energy for all and help reduce greenhouse gas emissions and the carbon footprint of the energy sector in the region;

WHEREAS SEforALL is working to ensure universal access to modern energy services, double the global rate of improvement in energy efficiency; and double the share of renewable energy in the global energy mix;

CONSIDERING that UNECE and SEforALL share common goals and objectives with regard to access to affordable, reliable, sustainable and modern energy for all and wish to collaborate to further these goals and objectives, within their respective mandates under their governing regulations and rules;

DESIRING to establish a mutually beneficial cooperation and in the spirit of collaboration, UNECE and SEforALL (hereinafter referred to collectively as “the Parties”), each represented by its respective Executive Head, have entered into the present Memorandum of Understanding (hereinafter referred to as “MoU”).

Article I
Purpose

1.1 The purpose of this MoU is to provide a general framework for collaborative efforts of the Parties, within their respective mandates and approved work programmes, on projects and activities in areas of shared interest and common priorities.

1.2 In recognition of and with respect for each other’s respective mandates, competencies and objectives, the Parties commit themselves to cooperate on the basis of the exchange of relevant information, expertise and advice in order to realize potential synergies, enhance public dialogue and endeavour to implement common activities, as set forth in Article II below.
Article II

Areas of cooperation

2.1 The overarching goal of the collaboration is to support and accelerate global attainment of energy for sustainable development. The possible areas of cooperation identified by the Parties, subject to available resources, are listed below. Agreed areas are elaborated in the annex to this memorandum of understanding.

2.2 International Fora on Energy for Sustainable Development and SEforALL Fora

2.3 Global Tracking Framework
   - Energy for Sustainable Development

2.4 Energy Access
   - Energy quality and affordability
   - Use of natural gas

2.5 Energy Efficiency
   - Development and Dissemination of Energy Efficiency Standards and Principles
     - Transport
     - Buildings
     - Industry
   - Addressing barriers to investment

2.6 Renewable Energy
   - Tracking Progress on Renewable Energy: Investments, Policy, Challenges, and Opportunities
   - Power, Direct Use, Transport, Nexus
   - Development of a renewable energy resources classification based on UNFC

Article III

Interpretation

3.1 References to this MoU shall be construed as including any Annexes, including the current Annex 1, as varied or amended in accordance with the terms of this MoU. Any Annexes shall be subject to the provisions of this MoU and, in case of any inconsistency between an Annex and this MoU, the latter shall prevail.
3.2 Implementation of any subsequent activities, projects and programmes pursuant to this MoU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate agreements between the Parties. The terms of such agreements shall reflect the provisions of this MoU.

**Article IV**  
**Implementation**

4.1 The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU subject to their respective approved programmes of work. The Parties agree to collaborate to achieve the objectives of the present MoU.

4.2 Specific activities in the above-mentioned areas of cooperation will be negotiated, agreed upon and approved on the basis of the Parties' respective work programmes through Annexes to this MoU. UNECE's contributions to the activities covered in this MoU and its Annexes will be governed by its own mandates and work plans as agreed by its Committee on Sustainable Energy and approved by its Executive Committee. Annexes may be added or revised at the initiative of either Party by written notice to the other and shall enter into force once confirmed by an exchange of letters between the MoU Focal Points identified in Article V.

4.3 As applicable, joint activities shall contain but not be limited to the terms and conditions for their implementation, including clear deliverables, time frames and funding arrangements, specified in a planning document to be agreed upon and signed by both Parties.

4.4 Work plan documents may be modified at any time by written agreement of the Parties through their MoU Focal Points designated in Article V.

4.5 The Parties shall refrain from any action that may adversely affect the interests of the other Party and shall fulfil their commitments to the terms and conditions of this MoU and the objectives of UNECE and SEforALL.

4.6 This MoU does not create any financial, administrative or legal liabilities for either Party.

**Article V**  
**MoU Focal Points**

5.0 The Parties have designated the MoU Focal Points, as indicated below, to plan and develop activities and ensure its proper implementation:
UNECE:
Mr. Scott FOSTER
Director, Sustainable Energy Division
Tel.: +41 22 917 2444
E-mail: scott.foster@unece.org

SEforALL:
Mr. Ian Crosby
Head of Energy Efficiency Partnerships
Tel: +1 202 509 4992
E-mail: ian@seforall.org

Article VI
Intellectual property rights

6.0 Entitlement to all intellectual property rights, including, but not limited to, patents, copyrights and trademarks, with regard to materials produced and published by either of the Parties pursuant to the provisions of the present MoU shall be agreed upon in advance in writing by both Parties.

Article VII
Reporting requirements

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

Article VIII
General provisions

8.1 Entry into force and duration. This MoU shall enter into force upon signature by both Parties and will remain in effect until 31 December 2021. This MoU will be automatically renewed at the end of the term for a successive period of three years unless terminated by the Parties in accordance with the provisions specified in 8.4.

8.2 Notification. Each Party shall promptly notify the other in writing of any anticipated or actual material change that will affect the execution of this MoU.

8.3 Amendments. This MoU may be amended only by written agreement of both Parties, which shall be appended to this MoU and become an integral part of it.

8.4 Termination. This MoU may be terminated by mutual agreement of the Parties or by either Party providing ninety days' advance written notice to the other. In any such event, the Parties
shall take all necessary actions as required to promptly and in an orderly manner terminate any on-going activities or projects carried out pursuant to this MoU in a cost-effective manner.

8.5 Settlement of disputes. Any dispute arising out of or in connection with this MoU shall be settled by amicable and good-faith consultations and negotiations between the Executive Heads of the Parties.

8.6 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 UNECE or SEforALL, including their respective Secretariats.

8.7 Unless expressly authorized in writing by the other Party, neither Party shall in any manner whatsoever use the name, emblem or official seal of the other Party in connection with its business or otherwise.

8.8 The Parties are recognized to be legally separate and independent of each other. Neither Party has the authority to act on behalf of the other, unless specifically agreed upon.

Article IX

Notices

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

The United Nations Economic Commission for Europe (UNECE)
Palais des Nations
8-14, Avenue de la Paix
1211 Geneva 10, Switzerland
Attention: Mr. Scott Foster
E-mail: scott.foster@unece.org

Sustainable Energy for All
Andromeda Tower 15th floor, Donau City Strasse 6
1220 Vienna, Austria
Attention: Ms. Rachel Kyte
E-mail: rachel@seforall.org

or at such other address as may be designated 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 date set forth below:

________________________________________

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For SEforALL

Signature: [Signature]
Rachel KYTE
Chief Executive Officer
Date: [Date]

For UNECE

Signature: [Signature]
Olga Algayerova
Executive Secretary, UNECE
Date: 07.03.2018
Annex I: Work Areas

1. International Fora on Energy for Sustainable Development and Sustainable Energy Forum

I. Jointly SEforALL and UNECE will:

2. Global Tracking Framework

I. Jointly SEforALL and UNECE will:
   a. Collaborate to develop further the data, evidence and analysis needed for the regional chapter of Global Tracking Framework and for stand-alone regional reports on energy for sustainable development.

II. UNECE will:
   b. Develop a stand-alone regional report every 2 or 3 years on energy for sustainable development in the UNECE region (subject to available funds).
   c. Together with the other Regional Commissions and other international organizations involved in energy, convene annual fora on energy for sustainable development (subject to available funds).
   d. Convene the relevant experts, consult with the UNECE network, and draft the regional chapter of the 2019 Global Tracking Framework by Q4 2018 (subject to available funds).
   e. Convene the relevant experts, consult with the UNECE network, and draft a 2019 UNECE regional report on energy for sustainable development by Q4 2018 (subject to available funds).

III. SEforALL will:
   a. Engage and support UNECE in its contributions for the annual Global Tracking Framework report, such as regional outreach and reports, and the stand-alone UNECE report on energy for sustainable development. This support includes contributions in kind.
   b. Host an annual international forum on sustainable energy for all [next in Q2 2018].
3. Energy Access
   I. Jointly SEforALL and UNECE will:
      a. To the extent mandated by current work plans, identify examples of successes and
         best practices in policy, finance and business models that support improvements in
         access to electricity and clean fuels and technologies for cooking [ongoing].

4. Energy Efficiency
   I. Jointly SEforALL and UNECE will:
      a. Depending on availability of resources, collaborate to explore which sectors shall
         be approached in order to deliver the greatest impact. Specific studies, if agreed,
         could cover: Heavy Diesel Vehicles, Development and Dissemination of Energy
         Efficiency Standards and Principles (specifically in buildings), Financing Energy
         Efficient Investments [ongoing].
   II. UNECE will:
      a. Develop principles-based performance guidance for energy efficiency standards in
         buildings. The program will include in-depth educational outreach and
         dissemination.
      b. Continue activities on improving industrial energy efficiency, energy efficiency in
         buildings, and overcoming barriers to energy efficiency financing.
   III. SEforALL will:
      a. Explore how to assist UNECE in accelerating the improvement of energy efficiency
         in buildings in the UNECE region.

5. Renewable Energy
   I. Jointly SEforALL and UNECE will:
      a. Identify examples of successes and best practices in policy, finance and business
         models that support further deployment of renewable energy in UNECE
         member States (depending on the availability of funds). [Q4 2017]
      b. Track financial flows for renewable energy in the UNECE region and identify
         gaps to meet objectives of Nationally Determined Contributions (depending on
         the availability of funds). [next report in 2018]
      c. Identify market reforms that are necessary for the integration of renewable
         energy in future energy systems, including for power generation and heating
         and cooling applications (depending on the availability of funds). [2018]