Memorandum of Understanding
between
the United Nations Economic Commission for Europe (UNECE)
and
the Renewable Energy Policy Network for the 21st Century (REN21)

WHEREAS the United Nations Economic Commission for Europe (hereinafter referred to as “UNECE”) is mandated to carry out a programme of work in the field of sustainable energy with a view to providing access to affordable and clean energy to all, in line with the “Sustainable Energy for All” (SE4ALL) initiative of the Secretary-General, and to help reduce greenhouse gas emissions and the carbon footprint of the energy sector;

WHEREAS UNECE has, among the objectives of its Sustainable Energy subprogramme, a focus on activities that help significantly increase the uptake of renewable energy and that help achieve the objective of access to energy for all in the UNECE region;

WHEREAS the Renewable Energy Policy Network for the 21st Century (hereinafter referred to as “REN21”) provides a forum for international multistakeholder leadership on renewable energy to enable a rapid global transition to renewable energy.

CONSIDERING that it is within their common interest to enhance their cooperation;

DESIRING to establish a mutually-beneficial cooperation and in the spirit of collaboration;

NOW THEREFORE, UNECE and REN21 (hereinafter referred to collectively as “the Parties”), each represented by their 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 cooperation between the Parties governing collaborative efforts on projects and activities, pursuant to which the Parties may identify areas of common interest and priorities.

1.2 In recognition of and with respect for each other's respective mandates, competencies and objectives, the Parties commit themselves to cooperating on the basis of exchange of relevant information, expertise and viewpoints 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

The possible areas of cooperation identified by the Parties - subject to the respective available resources - are listed below. Additional areas may be subsequently agreed upon by the Parties.

2.1 Collaboration on the identification, sourcing, and vetting of renewable energy and possibly energy efficiency data and data gathering processes, information and relevant indicators with a view to a joint publication about the status of renewable energy in the UNECE region.

2.2 Facilitation of intergovernmental and multi-stakeholder dialogues on renewable energy and possibly energy efficiency, with a view to increasing the share of renewables in the global energy mix and to providing access to affordable and clean energy to all in line with the objectives of the SE4ALL initiative.

2.3 Facilitation of the exchange of know-how and best practices amongst relevant experts to accelerate the deployment of renewable energy as a means of sustainable development and climate change mitigation.

2.4 Collaboration on various aspects of renewable energy in the context of post-2015 process and the achievement of the Sustainable Energy Goal on energy.

2.5 Promotion of advocacy, education, capacity building, training, policy and regulatory reforms for renewable energy market formation.

2.6 Strategic advice to respective relevant decision making bodies and expert groups.

Article III
Implementation

3.1 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 collaboration under the present MoU.

3.2 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. Activities will be jointly designed as projects.

3.3 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, specified in a separate project document to be agreed upon and signed by both Parties.
3.4 Project documents may be modified at any time by written agreement of the Parties through their MoU Focal Points designated in Article IV.

3.5 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 International Renewable Energy Agency and the United Nations Economic Commission for Europe.

3.6 This MoU does not create any resource or administrative liability for either Party.

Article IV
MoU Focal Points

4.1 The Parties have designated MoU Focal Points, as indicated below, to plan and develop activities under this MoU and ensure its proper implementation:

UNECE:

Mr. Scott Foster
Director
Sustainable Energy Division
Tel.: +41 22 917 2444, Fax: +41 22 9170038
Email: scott.foster@unece.org

REN21:

Ms. Christine Lins, Executive Secretary
c/o UNEP, 15 rue de Milan,
F-75441 Paris Cedex 9
France
Tel: +33 1 44375090, Fax: +33 1 44 375095
Email: secretariat@ren21.net

Article V
Intellectual Property rights

5.1 The Parties agree that there will be no joint intellectual property rights.

5.2 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 VI
Reporting requirements

6.1 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 VII
General Provisions

7.1 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 3 years. 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 7.3.

7.2 Amendments: This MoU may be amended only by written agreement of both Parties.

7.3 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 under this MoU in a cost-effective manner.

7.4 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 Parties.

7.5 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 UNECE or REN21, including their respective Secretariats.

7.6 Unless expressly authorised 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.

7.7 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 VIII

Notices

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

8.1.1
The United Nations Economic Commission for Europe (UNECE)
Palais des Nations
8-14, Avenue de la Paix
1211 Geneva 10
Switzerland
Attention: Ms. Leslie Cleland, Executive Officer
Fax: + 41 22 917 00 81
E-mail: leslie.cleland@unece.org

8.1.2
Renewable Energy Policy Network for the 21st Century
c/o UNEP, 15 rue de Milan,
F-75441 Paris Cedex 9
France
Attention: Executive Secretary of REN21
Fax: + 33 1 44 375095
Email: secretariat@ren21.net

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:

For REN21

Signature: ----------------------------------------
Christine Lins
Executive Secretary
Date: ________

For UNECE

Signature: ----------------------------------------
Christian Friis Bach
Executive Secretary
Date: ________