



**Renewable Nations Institute
&
Sustainable Energy for All**

Proud Partnership

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**Partnership and Co-operation Agreement
between
Renewable Nations Institute and Sustainable Energy for All
As Proud Partners**

1. Partnership Agreement

This Partnership Agreement has entered into force on December 22, 2017 between **Sustainable Energy for All**, hereinafter referred to as SEforALL, and **Renewable Nations Institute**, hereinafter referred to as the Proud Partner, also referred to individually as a “Party” and collectively as “Parties” or “Partners”, for the purpose of accelerating achievement of Sustainable Energy for All objectives and those of Sustainable Development Goal 7. This agreement will focus on working in partnership to deliver SEforALL’s three core objectives 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.

WHEREAS, SEforALL and Renewable Nations Institute desire to enter into an agreement in which they will collaborate through specifically tailored interventions which lie on the critical path as identified by the Global Tracking Framework, to encourage global public-private cooperation in the field of sustainable energy as well as to enhance equal access to all levels and forms of knowledge sharing and capacity-building.

AND NOW THEREFORE, SEforALL and Renewable Nations Institute enter into this Agreement in setting out areas of engagement that both Parties mutually agree are necessary to promote SDG 7 and its objectives, which are common goals shared by SEforALL, through its Strategic Framework for Results and Business Plan 2016-2021.

2. Non-binding Obligation

This Partnership Agreement does not constitute or create and shall not be deemed to constitute or create any legally binding or enforceable obligation on the part of either Partner, and consequently no contractual relationship is created between them by this Agreement.

3. Contributions of the Partners

The Partners agree to work together, in the true spirit of Partnership to ensure that there is a united visible and responsible leadership towards the contribution of the Partners to the above-mentioned areas, and to demonstrate financial, administrative and managerial commitment to all engagements by means of the following activities.

The activities foreseen under this Agreement are laid out in the work areas initially agreed and attached to this document in “Annex 1”.

a. Contribution by SEforALL

SEforALL will **support Renewable Nations Institute by offering and providing:**

- I. A global authorizing environment through:**
 - a. SEforALL Proud Partner logo, badge and use guidelines.
 - b. Representation rights within the strict limits of the engagement.
 - c. Profile on the SEforALL website.
- II. Access to strategic insight on where work will matter most**

SEforALL will:

 - a. Be available to brainstorm with Renewable Nations Institute where and when necessary to offer input on focused interventions and assisting with the determination of “where focus will matter most”.
- III. Access to swift learning on “what works”**

SEforALL will:

 - a. Extend Opportunities to become part of SEforALL Stories: SEforALL will integrate the Partner’s results into the SEforALL leadership’s communications and senior briefings at the UN and other international governance forums.
- IV. Access to an extensive global network**

SEforALL will endeavor to offer spaces to meet and hear about each other, specifically through:

 - a. Specially convened groups of partners around challenges and opportunities.
 - b. Actively promoted events, achievements and activities through the SEforALL communication channels.

b. Contribution by the Renewable Nations Institute:

Renewable Nations Institute will **support SEforALL by:**

- I. Working with the SEforALL team in identifying engagements to promote the partnership.
- II. Access to potential partners and partnership networks to leverage progress towards achieving the objectives of Sustainable Energy for All.
- III. Communication platforms to highlight the Partnership with SEforALL, as appropriate, on its website and other communication channels.

4. Resources

Each Partner, to the extent possible, will bear its own costs and expenses (including costs and expenses of any third party engaged by it) incurred for executing and carrying out their respective activities arising from this Agreement, except where agreed otherwise.

5. Confidentiality

Any written or oral information that will be provided in words, in writing, in electronic format or in whatever other manner within the work areas, will be kept strictly confidential (“Confidential Information”). Any information that is already in the public domain and any information that has been obtained from a third-party source in a lawful and independent manner shall be excluded from this confidentiality obligation. As an exception, the disclosure of all or part of this Confidential Information by the Partners is permitted, when:

- I. This disclosure is made mandatory by law or regulations, a court decision or an administrative ruling applicable to the respective Partner.
- II. This disclosure is made to any governmental, regulatory or tax authorities to which such Partner is required to report.
- III. In case one Partner is required to disclose the Confidential Information to comply with applicable laws or pursuant to an order from a judicial, governmental or other competent authority, this Partner shall (a) promptly (and before performing such order, where legally possible) communicate to the other Partner such request, (b) only disclose that portion of such information that is legally required to be disclosed, and (c) use reasonable efforts to obtain confidential treatment for any information so disclosed.

6. Coordination and Management

Each Partner commit to regular communication and sharing information on an ongoing basis as stipulated in the detailed work areas (Annex 1).

Except as may be required by law, neither Partner shall make public any details regarding the Agreement and its execution between the Partners without the prior written consent of the other Partner, whose consent shall be provided at its sole discretion.

7. Liability

No liability will rise, be assumed or deemed to rise among the Partners as a result of this Agreement.

8. Duration

This Agreement is signed for an initial period of four years and may be renewed by mutual Agreement between the Partners.

9. Termination

Each Partner has the right to terminate the Agreement by giving three months’ notice in writing to the other Partner at any time. In the event of termination, steps will be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

10. Name, Emblem and Official Seal

Neither Partner will use the official name, abbreviation, emblem or seal of the other Partner in any form or manner whatsoever, without prior written authorization.

11. Ethical commitment

Both Partners understand and share the vision, values and principles of ethical behavior in their businesses and they comply with all applicable laws and regulations prohibiting bribery, corruption, kick-backs or similar unethical practices. Each Partner shall at all times maintain high ethical standards and avoid conflicts of interest in their conduct. Each Partner shall immediately notify the other if any of its employees, directors or administrators involved in this Agreement are the subject of an investigation relating to corruption or any other unlawful conduct during the term of this Agreement and shall immediately inform each other in writing of any change with regard to these declarations.

12. Signatories

This Agreement shall be signed on behalf of SEforALL by Rachel Kyte, Chief Executive Officer of Sustainable Energy for All, and on behalf of the Proud Partner by Allan E. Baer, President, Global Challenge Award, Inc., d.b.a. Renewable Nations Institute. This Agreement shall be effective as of the date first written above.

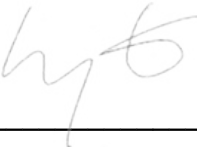
SIGNED by

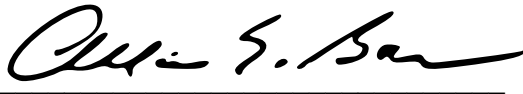
Ms. Rachel Kyte

Mr. Allan E. Baer

Chief Executive Officer
Sustainable Energy for All

President
Global Challenge Award, Inc.
d.b.a. Renewable Nations Institute





Annex 1: Major Engagements and Timeline of Events (to be agreed and updated on a Quarterly Basis)

This agreement will focus on working in partnership to deliver SEforALL's three core objectives 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.

The scope of this agreement will deliver to the all three SEforALL goals, by collaborating through specifically tailored interventions which lie on the critical path as identified by the Global Tracking Framework, to encourage global public-private cooperation in the field of sustainable energy as well as to enhance equal access to all levels and forms of knowledge sharing and capacity-building.

EVENTS, ENGAGEMENTS AND OTHER INTERVENTIONS FOR COLLABORATION

SEforALL and the Renewable Nations Institute will promote and participate in the following events and activities:

1. SEforALL Annual Forum [April/May 2018]
2. Engagements where appropriate in other Events of SEforALL [Ongoing]
3. SEforALL Knowledge Publications or Success Stories around Energy Efficiency, Energy Access and Renewable Energy [Ongoing]
4. SEforALL and the Renewable Nations Institute to collaborate on events and activities decided mutually and on an ongoing basis; which are deemed critical to the achievement of the common objectives of both the Renewable Nations Institute and SEforALL.