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# **Memorandum of Understanding**

**between**

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**and**

**SUSTAINABLE ENERGY FOR ALL  
VEREIN FÜR NACHHALTIGE ENERGIE**

**on**

**COLLABORATION TO INCREASE ENERGY ACCESS IN SUB-SAHARAN  
AFRICA**

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is between the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (collectively, the “World Bank” or the “Bank”) and Sustainable Energy for All Verein für nachhaltige Energie (“SEforALL”). SEforALL and the World Bank shall collectively be referred to as the “Participants” and individually as a “Participant”.

### WHEREAS:

- (A) The International Bank for Reconstruction and Development and the International Development Association are international development institutions established by their respective Articles of Association adopted by their member countries. The World Bank’s overarching mission is to end extreme poverty and boost shared prosperity on a livable planet. It achieves these objectives by providing loans, concessional financing, guarantees, technical assistance, and knowledge sharing services to its member countries and through partnerships with other organizations. The World Bank has an interest in collaborating with public and private entities to improve the effectiveness of development assistance, thereby contributing to the achievement of the Sustainable Development Goals.
- (B) The World Bank has adopted the One World Bank Group Partnership Charter (attached as the Annex hereto) which affirms the institution’s long-term commitment to partnerships and highlights the principles that underline its work with external partners.
- (C) The Sustainable Energy for All Verein für nachhaltige Energie is a United Nations-affiliated quasi-international organization under Austrian law established with the purpose of supporting the general public by the promotion of climate action, energy transition, energy access for all, environmentally friendly and sustainable growth, creation of environmentally friendly jobs, and inclusive development. SEforALL may establish cooperative relationships and enter into cooperation agreements with international organizations which pursue the same or similar charitable purposes.
- (D) The World Bank and SEforALL recognize the critical importance of partnerships to achieve the World Bank’s goal of connecting 250 million persons in sub-Saharan Africa — along with businesses and social infrastructure — to reliable electricity by 2030 and meet the 2030 Agenda for Sustainable Development, especially achieving SDG7 relating to ensuring access to affordable, reliable, sustainable and modern energy for all.

- (E) The Participants have strengthened their decade-long partnership through formal and informal interactions, knowledge-sharing, operational cooperation and joint policy dialogue that provides the foundation for a scaled-up collaboration.
- (F) The Participants wish to reaffirm their intention to cooperate and collaborate and combine their respective efforts and knowledge in undertaking joint activities to increase energy access in Sub-Saharan Africa.

**NOW, THEREFORE,** the Participants enter into this MOU to describe their mutual intention to collaborate and cooperate on the common objective described below.

**A. Overall Objective**

The Participants desire to jointly develop and scale up their collaboration, including through the World Bank’s Africa Region, the Energy and Extractives Global Practice, and the Energy Sector Management Assistance Program (“ESMAP”), recognizing each Participant’s comparative advantages including but not limited to policy dialogue and high-level capacity building and including, where appropriate, cooperation with other partners sharing the Participants’ common goals, to increase energy access in Sub-Saharan Africa. The Participants also recognize that cooperation may take place at a country- or project-level, as closely coordinated, driven by, and aligned with the needs of the World Bank and its government clients.

These efforts are expected to take place in the context of major World Bank initiatives, programs, and projects, including but not limited to the Distributed Access through Renewable Energy Scale-Up (“DARES”) platform and the Accelerating Sustainable and Clean Energy Access Transformation (“ASCENT”) program.

This MOU provides a framework within which the Participants may develop and undertake collaborative activities and is not intended to interfere with the Participants’ independent decision-making with regard to their own respective administration and operations.

**B. Activities and Areas of Collaboration**

The Participants plan and anticipate carrying out the following activities:

- (a) *Strategic Engagement.* The Participants intend to work together and/or complement each other to build support for the energy access agenda (both electricity and clean cooking) among, but not limited to, African countries and their development partners. This would include, for example, working together to promote a coherent policy approach on energy access.

- (b) *Development of Knowledge Products.* The Participants intend to collaborate on the preparation of reports or research notes that provide high-level policymakers or practitioners and other stakeholders with practical resources, lessons learned, new ideas, and technical solutions. This would include co-organizing conferences, workshops, webinars, etc. to disseminate these products.

The Participants intend to focus the above-mentioned efforts in areas of mutual interest, including but not limited to:

- (a) *Innovative Financing.* Scaling up innovative forms of financing, starting with results-based financing (“RBF”), to support distributed renewable energy (“DRE”) and clean cooking expansion in underserved markets.
- (b) *Data-Driven Energy Access Planning.* Promoting the development and use of data-driven planning tools and techniques among policymakers and practitioners as a means of making more informed and strategic decisions about how to expand energy access solutions in developing countries.
- (c) *Electrification of Public Institutions.* Promoting the sustainable electrification of public institutions, including health facilities and schools.

The Participants intend to leverage their comparative advantages to advance the above-mentioned areas and others that may be mutually decided by the Participants. The Participants intend to complement each other’s work and resources in order to achieve greater efficiency, innovation, replicability, and scale.

The Participants expect to hold regular policy dialogues to review and monitor overall priorities and joint activities. It is also expected that there will be regular meetings between the CEO, SEforALL, and the Managing Director, Operations, World Bank and meetings at the technical level to coordinate joint activities under this MOU.

**C. Intellectual Property**

The Participants acknowledge that nothing in this MOU is intended to grant a Participant the right to use intellectual property owned or controlled by the other Participant. The Participants intend to jointly decide in writing on the ownership and use of any intellectual property deriving from activities under this MOU.

The Participants also acknowledge that they may not use the name, mark, or logo of the other Participant, or any variation thereof, without the prior written approval of said Participant.

**D. Publicity and Confidentiality**

This MOU may be publicly disclosed by the Participants. Such disclosure will be made subject to the Participants' respective disclosure or access to information policies. Any information shared between the Participants under this MOU that is designated as "CONFIDENTIAL" may require a separate binding non-disclosure agreement to be entered into between the Participants.

**E. Disclaimers**

- (a) Nothing in this MOU is intended to be construed as creating a joint venture, an agency relationship, or a legal partnership between the Participants. Each Participant retains its own identity and is responsible for defining its own policies, acts, and omissions in relation to this MOU.
- (b) Nothing in this MOU is intended to constitute an agreement or commitment by any Participant to enter into or provide support for any specific activity or project.
- (c) Nothing in this MOU is intended to constitute commitment with regard to the financing of any specific activity or project.
- (d) Each Participant is responsible for its respective costs and expenses that may be incurred in connection with the activities described in this MOU.
- (e) Nothing in this MOU restricts a Participant from entering similar arrangements with third parties covering the same or similar subject matter areas or activities.
- (f) Nothing herein is intended to prevent the Participants from entering into separate and legally binding agreements related to the areas of collaboration described in this MOU, or otherwise, provided, however, that any such separate and legally binding agreements are discussed and executed separately from this MOU and are subject to the specific terms and conditions set forth therein.

**F. Privileges and Immunities**

Nothing in this MOU is intended to be a waiver of the privileges and immunities of any of the Participants or their officers and employees, as applicable, which privileges and immunities are hereby specifically reserved.

**G. Disagreements**

The Participants acknowledge their intent to resolve any disagreements arising out of this MOU amicably.

**H. Term and Termination**

The Participants intend to cooperate as set out in this MOU for an initial period of two (2) years beginning upon the date it is signed by the Participants, unless earlier terminated as provided herein.

The Participants endeavor, if they wish to no longer collaborate as set out in this MOU, to end their collaboration under this MOU by: (1) mutual written declaration of the Participants; or (2) a unilateral statement in writing by any Participant sixty (60) days in advance of the intended end of their engagement.

**I. Notices, Communications, and Amendments**

The Participants intend that notices, communications, and amendments related to this MOU are made in writing (wet ink or electronic mail). Amendments to this MOU will be valid only by mutual consent of the Participants.

**J. Official Representatives and Addresses**

Unless otherwise notified, each Participant designates below its representative with overall responsibility for all activities and communication in connection with this MOU.

For the World Bank:

Jem Porcaro, Senior Partnership Specialist, IAEE3  
E-mail: jporcaro@worldbank.org

*and*

Raihan Elahi, Lead Energy Specialist, IEES2  
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The World Bank  
1818 H Street, NW  
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For SEforALL:

Anita Otubu, Senior Director  
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*and*

Rahul Srinivasan, Senior Energy Specialist  
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Sustainable Energy for All Verein für nachhaltige Energie  
575 Lexington Avenue  
New York, NY 10022

**K. Miscellaneous**

This MOU is only intended to set out a summary of the understandings between the Participants.

Nothing expressed or implied herein (whether by operation of law or otherwise) is intended to legally commit or oblige any Participant to perform or observe any of the provisions herein, and this MOU is not intended to create any binding and enforceable obligations nor any rights to the Participants.

Signed in duplicate in the English language, all texts being equally authentic.

**INTERNATIONAL BANK  
FOR RECONSTRUCTION AND DEVELOPMENT**

**SUSTAINABLE ENERGY FOR ALL  
VEREIN FÜR NACHHALTIGE ENERGIE**

and

**INTERNATIONAL DEVELOPMENT  
ASSOCIATION**

By: Anna Bjerde

By: Damilola Ogunbiyi

Anna Bjerde  
Managing Director of Operations

Damilola Ogunbiyi  
CEO and Special Representative of the UN  
Secretary-General for Sustainable  
Energy for All

Date: 17-Jul-2024

Date: 17-Jul-2024



# One World Bank Group Partnership Charter



As One World Bank Group, we seek to be a valued partner in the country, regional and global spaces. We are a global multilateral organization which draws on the strength of all our shareholders and partners. We work in a fit-for-purpose manner within our governance structure, based on our founding documents and consistent with our policy framework.

## Principles of Partnership

- 1** We respect the role of countries and their governments in leading national development strategies and programs.
- 2** We believe that no one country or institution alone can address today's formidable development challenges. A diverse range of partnerships, collaborating across boundaries and borders, is essential.
- 3** We respect the diverse roles of other development institutions, for example, UN, bilateral agencies, civil society, foundations and non-governmental organizations, and aim as a matter of course to leverage the comparative advantages of our partners for the greatest impact.
- 4** We work to harmonize and align to the extent possible with other Multilateral Development Banks to the benefit of our client countries.
- 5** We value the role of the private sector as integral partners for sustainable development.
- 6** We welcome and embrace learning from stakeholders and working together to find development solutions that achieve greater efficiency, innovation, replicability and scale. We take on the Bank's responsibility as an institution that produces data and knowledge to be shared in order to generate greater understanding of development challenges and achieve greater impact.
- 7** We are committed to making the most out of important country, regional, and global fora, whether convened by the World Bank Group or other partners.
- 8** We will put decency, respect, and transparency at the center of our efforts to build partnerships. By upholding these core values, we will foster trust, collaboration, and innovation.