

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
AND THE
THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION
CONCERNING COOPERATION ON INCLUSIVE AND SUSTAINABLE INDUSTRIAL
DEVELOPMENT

WHEREAS the United States Department of Energy (hereinafter referred to as “USDOE”) is a governmental organization having as its mission to ensure America’s security and prosperity by addressing its energy, environmental and nuclear challenges through transformative science and technology solutions;

WHEREAS the United Nations Industrial Development Organization (hereinafter referred to as “UNIDO”), as a specialized agency of the United Nations; has the primary responsibility in promoting inclusive and sustainable industrial development in developing countries and in countries with economies in transition;

WHEREAS the USDOE and UNIDO (hereinafter referred to collectively as “the Participants”) share a mutual interest in encouraging greater energy efficiency in industry worldwide as a critical contribution towards national and international sustainable development goals;

WHEREAS the Participants wish to collaborate to promote sustainable industrial development through, *inter alia*, capacity building on energy management, energy system optimization, and energy efficient industrial technology; and

WHEREAS the USDOE and UNIDO recognize the value of a strengthened partnership to coordinate their activities in areas where their functions and activities are complementary and mutually supportive,

NOW, THEREFORE, the Participants have reached the following understanding:

Section 1 (Purpose)

The purpose of this Memorandum of Understanding (MOU) is to explore intended collaborative cooperation between the Participants with the objective of fostering increased awareness, deployment, and use of energy efficient practices, standards and technologies in industries in developing countries, least developed countries, and countries with economies in transition. Achievement of this goal is expected to make significant contributions to climate change mitigation and economic development worldwide. The intended collaboration builds on a number of complementary assets that the Participants hold.

Section 2 (Areas of Cooperation)

Consistent with the Participants' respective programmes of work and the provisions of this MOU, the Participants intend to carry out common initiatives in the areas of cooperation of mutual interest identified in the Annex to this MOU. The Annex may be modified as necessary through mutual written decision of the Participants.

Section 3 (Modalities of Cooperation)

3.1 The intended modalities of cooperation may entail joint programmes and project activities. The Participants intend to negotiate in good faith the terms of any subsequent arrangement(s) that may be necessary to implement their collaboration at the programmatic or project level. Such arrangement(s) should be concluded in a form that is suitable for setting out the deliverables and responsibilities of USDOE and UNIDO in respect of the specific cooperation.

3.2 The modalities of joint programmes and project activities under this MOU should be reflected in separate project documents as mutually decided by the Participants.

3.3 The Participants intend to convene at least one annual meeting to review current initiatives and projects under this MOU and to plan future activities.

3.4 The following Contact Persons of the Participants are specified for the purposes of this MOU:

USDOE: Director, Office of International Affairs, Office of Climate and Clean Energy,
U.S. Department of Energy

UNIDO: Director, Department of Energy, Programme Development and Technical
Cooperation, United National Industrial Development Organization

Section 4 (Financial Framework)

4.1 This MOU does not create any legally binding obligations between the Participants, and each Participant is responsible for the costs it incurs in participating in cooperative activities under this MOU.

4.2 Each Participant should conduct the activities contemplated by this MOU in accordance with all applicable laws, regulations and other requirements to which it is subject, and international agreements to which its government or organization is party. The conduct of cooperative activities contemplated by this MOU is subject to the availability of funding, personnel, and other resources.

Section 5 (Final Provisions)

5.1 Cooperative activities under this MOU may commence upon signature by the Participants.

5.2 The Participants may discontinue their participation in this MOU at any time by mutual written decision. Alternatively, a Participant wishing to discontinue its participation in this MOU should endeavour to give six months' notice in writing to the other Participant. If this MOU is discontinued by either or both Participants, steps should be taken to ensure that such discontinuation does not affect any cooperative activity already in progress.

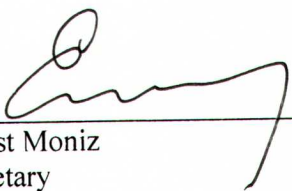
5.3 This MOU may be modified by mutual written decision of the Participants.

5.4 Nothing in or relating to this MOU is to be deemed a waiver, express or implied, of any of the privileges and immunities of either Participant.

5.5 The Participants should not use the name, emblem, official seal or abbreviation of the other Participant without prior written authorization of that Participant. The Participants should assume that materials provided by the other Participant under this MOU are in the public domain, unless advised otherwise by that Participant. Except as may be provided in separate written arrangements between the Participants or their respective contractors, such materials may be copied freely or linked on the Internet and may be co-branded with the other Participant's logo.

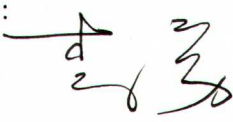
Signed in two originals.

For the United States Department of Energy:


Ernest Moniz
Secretary

Date: 6 June 2016
Place: Washington, DC

For the United Nations Industrial Development Organization:


LI Yong
Director General

Date: 6 June 2016
Place: Washington, DC

Annex: Areas of Cooperation between the Participants

1. The Participants intend to identify and develop areas of collaboration, programmes and projects at the global, regional, sub-regional and national levels, and to cooperate closely and consult one another on matters of mutual interest, in order to achieve their common objectives, which may include:
 - a. Cooperation, subject to the respective mandates, policies and resources of the Participants, through joint programmes and projects identified by and decided between the Participants, *inter alia* in the following fields: education and awareness raising; capacity building and training; demonstration, promotion and transfer of technologies; policy research and development; and joint publications.
 - b. Initiatives on energy efficiency, renewable energy- and low carbon technologies-related matters such as energy policies; clean energy finance; energy management; energy system optimization, industrial plants and professional certification schemes; advanced industrial technologies; and renewable energy for industry.
2. Planned initial activities and projects, focusing on the exchange of information, publications and tools, are identified as follows:
 - a. The Participants intend to keep each other informed about work of mutual interest carried out by each Participant, in particular on promotion of energy management systems, including the International Standards Organization (ISO) 50001 energy management systems standard:
 - i. USDOE intends to provide information on the development of its Superior Energy Performance Program, including system standards, measurement and verification techniques and protocols and other energy management materials;
 - ii. UNIDO intends to provide information on the development of programmes in member countries to promote energy management systems, including ISO50001;
 - iii. The Participants propose to share training, tools, and awareness materials associated with the implementation of energy management systems, such as ISO 50001, as they become available; and
 - iv. The Participants intend to collaborate to advance dissemination of global best practices in energy efficiency through the Energy Management Working Group, which is a part of the Clean Energy Ministerial and the International Partnership for Energy Efficiency Cooperation, as well as through the Industrial Energy Efficiency accelerator under the Sustainable Energy for All (SE4ALL) umbrella.
 - b. USDOE intends to provide access to tools, methodologies, programs, and publications related to industrial energy efficiency and renewable energy, such as:
 - i. USDOE Office of Energy Efficiency and Renewable Energy tools, including the eGuide tool, Energy Footprint tool, EnPI tool, Steam Systems Tools, Process Heating Assessment tools, Pump Systems Assessment Tool, and the Fan System Assessment Tool;
 - ii. USDOE Office of Energy Efficiency and Renewable Energy technical publications on industrial energy efficiency, with a particular focus on

- industrial energy system efficiency (including Sourcebooks, Tip Sheets, and Case Studies);
 - iii. Training materials for USDOE Office of Energy Efficiency and Renewable Energy plant assessments and tools; and
 - iv. Energy Management Working Group tools and resources, including the Energy Performance Database, the Energy Management Systems Practitioners Toolbox, and the ISO 50001 Auditor Certification Program.
- c. USDOE intends to facilitate when appropriate and when possible collaboration with its National Laboratories in existing and future industrial energy efficiency program initiatives in developing countries and economies in transition.
- d. UNIDO intends to utilize its global networks to provide an effective delivery mechanism for the USDOE assets. These networks include:
- i. Regional Renewable Energy and Energy Efficiency Centers;
 - ii. Energy Technology Centers;
 - iii. National Cleaner Production Centers;
 - iv. Investment and Technology Promotion Unit and its Centers;
 - v. Other Partner Institutions;
 - vi. Existing tools and delivery mechanisms under UNIDO's industrial energy efficiency, renewable energy and low-carbon technology programmes; and
 - vii. Future sustainable and inclusive energy program initiatives in developing countries and economies in transition.
- e. The Participants plan to exchange capacity building and clean energy supporting tools, free of charge wherever possible, which may be of interest to the other. Any modification and/or further development of exchanged tools by the receiving Participant should be undertaken only upon written consent of the providing Participant.