
MEMORANDUM OF UNDERSTANDING

BETWEEN

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
INTERNATIONAL DEVELOPMENT ASSOCIATION**

AND

**POWER AFRICA,
UNITED STATES GOVERNMENT**

TUESDAY, MAY 05, 2015

This Memorandum of Understanding ("Memorandum") represents a statement of intent by the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (together, the "World Bank" or the "Bank"), represented by its Country Office in Dakar, Senegal, and the United States Government's Power Africa Initiative, represented by the United States Agency for International Development ("Power Africa" or the "Other Party") (together the "Parties"), to work together towards the achievement of common objectives and outlines the basis for collaboration between them.

1. Background

- (a) The Bank is an international development institution established by Articles of Agreement adopted by its member countries. The Bank's mission is to reduce poverty, improve living conditions, and promote sustainable and comprehensive development in the developing world. It achieves these objectives by providing loans, concessional financing, technical assistance, and knowledge-sharing services to its member countries and through partnerships with other organizations.
- (b) Further to its mission, the Bank, through its partnerships, has an interest in collaborating with others to foster investment in energy production in the developing world.
- (c) Power Africa is a U.S. government initiative that brings together the combined expertise and resources of numerous U.S. Government agencies, the World Bank Group, the African Development Bank, the Government of Sweden, and our host government and private sector partners. Rooted in partnerships, Power Africa is working with African governments, the private sector, and other partners in sub-Saharan Africa to add more than 30,000 megawatts (MW) of cleaner, more efficient electricity generation capacity as well as increase electricity access by adding 60 million new home and business connections. At the same time, Power Africa will enhance energy resource management capabilities, allowing Participant countries to meet their critical energy needs and achieve sustainable, long-term energy security.
- (d) Power Africa has developed an innovative transaction-based model whereby private investments are leveraged to help push policy and regulatory reforms that enable key energy projects to advance. Power Africa is galvanizing collaboration, making quick-impact interventions, and driving systemic reforms to facilitate future investment. The U.S. government through Power Africa has devoted resources to institutions of the Economic Community of West African States (ECOWAS). Power Africa Transaction advisors have been or will be located in the West Africa Power Pool (WAPP) in Cotonou, Benin and the Energy Commission, Ghana – working with the ECOWAS Center for Renewable Energy and Energy Efficiency (ECREEE) in Praia, Cabo Verde.

2. Common Objectives

- (a) Consistent with their respective mandates, the Parties desire to cooperate in carrying out activities to support key transactions that meet the shared goals of increased energy production and access in Africa. In support of its operations, Power Africa has an interest in collaborating with the Bank to foster investment in energy production in West Africa. Key objectives of this cooperation include:
 - i. Faster development of access to electricity in rural areas
 - ii. Improved reliability of existing networks
 - iii. A reduction in the proportion of fueled sources energy in favor of renewable sources
 - iv. An overall reduction in costs for electric utilities
 - v. An increase in interconnection capacity for electric transmission grids in West Africa
 - vi. Greater involvement of private investment in all aspects relating to electric power

(b) The Parties anticipate that their collaboration will focus on a number of specific substantive areas which will include, but not limited to working together to support key transactions that meet the shared goals of increased energy production and access. This effort is expected to be through coordination and collaboration between the Power Africa Coordinator's office in South Africa, USAID West Africa and US agencies in Washington, DC, the World Bank's Country Office in Senegal. This collaboration will extend to the regional and country level, where Power Africa and the World Bank will coordinate to support projects of mutual interest. The Parties will leverage one another's expertise, relationships and resources, within the limits of their respective applicable policies and guidelines, to bring key energy projects to financial close.

3. Forms of Collaboration

To further the achievement of their common objectives:

- a) As part of this effort to expand the reach of Power Africa beyond the six focus countries, Power Africa is proposing to assign a Regional Energy Transaction Adviser ("RETA") to be based in Dakar, Senegal, with regional responsibilities, who will focus on identifying targeted, transformational energy projects in Francophone West Africa to help Power Africa achieve its new goals and facilitate greater involvement of the West Africa region in Power Africa.
- b) Power Africa will strengthen its cooperation with the World Bank by embedding a USAID-funded RETA in the World Bank Offices in Dakar for the purpose of supporting WAPP and other priority projects to advance the development of West Africa's power sector:
 - i. The RETA will work with the World Bank's Country Office in Dakar, Senegal, to identify possible opportunities for collaboration on a list of priority of energy projects.

These transactions may include, but are not limited to:

- Generation and transmission from dry gas reserves in Mauritania.
 - The transmission lines linking WAPP utilities to hydro projects on the Senegal and Gambia rivers. The organizations developing the hydro energy sources on the Senegal and Gambia's rivers are known by the French acronym OMVS and OMVG, respectively.
 - Solar and wind projects in Senegal including those near Taiba.
 - Others transactions as mutually agreed by Parties.
- ii. In those countries where the World Bank priority projects are located in Power Africa's focus countries, the Parties will explore opportunities to coordinate their mutual assistance. To this end, the RETA will assist in any additional coordination with the Power Africa transaction advisers based in Power Africa focus countries to ensure collaboration with World Bank's priority projects. Such support may include helping to identify obstacles to mutually identified priority projects, and seeking to identify and mobilize resources and tools necessary to overcome those obstacles. This may include additional training or assistance under Power Africa mechanisms such as the Africa Legal Support Fund, the delivery unit project, senior leaders' advisory group cooperative agreement, or Power Africa Transactions and Reform Project.

- iii. The RETA will coordinate and exchange information with U.S. agencies working on Power Africa and liaise with private sector investors working with the Power Africa Initiative.
- c) **The World Bank will support Power Africa** by providing the RETA, as an “invitee” of the World Bank Country Office, the following facilities:
- i. Internet connection
 - ii. Fixed telephone line
 - iii. Office
 - iv. Reasonable access to premises of World Bank Country Office in Dakar

4. **Key Points of Contact**

Each Party hereby designates and appoints below its representative with overall responsibility for implementing this Memorandum, including responsibility for formulating work plans for activities to be undertaken pursuant to it:

For the World Bank:

Mrs. Vera Songwe
Country Director, AFCFI' Country Management Unit
(Senegal, Mauritania, The Gambia, Cape Verde, Guinea Bissau),
with support from Mr. Demetrios Papathanasiou, Program Leader Energy.
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Email: vsongwe@worldbankgroup.org ; dpanpathanasiou@worldbankgroup.org

For Power Africa:

Mr. Andrew Herscowitz
U.S. Coordinator for Power Africa
with support from Mrs. Elizabeth Cohan
and other Power Africa implementers.
Tel: Mobile: +27 71 862 1790, Office: +27 12 452 2000; +1 202 216 3168
Email: aherscowitz@usaid.gov; ecohan@usaid.gov

6. **Limits to Agreement**

- (a) This Memorandum does not constitute an agreement or commitment by either Party to enter into or provide support for any specific activity or project. This MOU is a non-binding expression of the current intentions of the Parties to collaborate. For avoidance of doubt, (i) no breach or performance or non-performance of activities under this MOU may give rise to any monetary or other liability by one Party to another for non-performance or breach of any matter referred to in it and (ii) neither Party is responsible for the activities carried out by the other Party under this MOU.
- (b) Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.
- (c) Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this MOU. Nothing in this MOU shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or

subsequent to the signing of this MOU. Nothing in this MOU shall be construed as an exclusive working relationship. The RETA is anticipated to work with other donors and lenders other than the World Bank.

- (d) The Parties specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third Party.
- (e) Nothing in this Memorandum is intended to be, or should be construed as a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved.

7. Names, Marks and Logos

- (a) The Parties acknowledge that the names and marks "International Bank for Reconstruction and Development," "IBRD," "International Development Association," "IDA," "World Bank," and all variations thereof including their associated logos (collectively, the "Bank Name") and "Power Africa," "USAID," and all variations thereof including their associated logo(s) (collectively, the "USAID Name") are the sole and exclusive properties of the Bank and USAID, respectively. Neither Party shall acquire any right, title or interest in the other Party's Name under this Memorandum.
- (b) The Parties acknowledge that any and all uses by one Party of the other Party's Name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party's Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or its products or services by the other Party. All uses by one Party of the other Party's Name in any manner (other than casual or generally accepted uses such as reporting on the collaboration) shall be subject to the written approval of the other Party (including electronic correspondence).

8. Disclosure and Publicity

- (a) The Bank may disclose to the public this Memorandum and information with respect to activities and projects contemplated herein in accordance with the Bank's Policy on the Disclosure of Information. Power Africa may make such disclosure regarding the Memorandum and collaboration hereunder in its internal reporting and to the public, but shall not authorize any reference to the collaboration in any manner in any advertising of products or services or in the solicitation of any contracts or other business, whether or not to be financed by the Bank or an affiliate thereof, except as otherwise agreed in writing by the Bank (including electronic correspondence).

No activity, and no work created by any activity, undertaken in connection with this Memorandum may be used for commercial purposes. Power Africa may not seek to directly or indirectly benefit commercially from the Bank's involvement in such activity. However, publications resulting from such collaborative activity and projects may acknowledge the collaboration of the parties; provided the text is jointly formulated by the Parties. In this regard, the Parties may agree that some public statements regarding agreed activities under this MOU be conducted jointly.

- (b) Any sharing of information between the Parties will be subject to their respective policies and procedures relating to the disclosure of information.
- (c) Confidential information of the one Party shall be handled by the other Party with no lesser standard of care than it would use in handling its own confidential information.

9. **Intellectual Property**

The Parties recognize the importance of protecting and respecting intellectual property rights. This Memorandum does not grant on the part of either Party the right to use materials belonging to, or created by, the other Party. The Parties shall agree in writing on the ownership of any intellectual property rights that may arise in any work to be created by the collaborative activities to be undertaken pursuant to this Memorandum, at the time of agreeing on the work plan for such activities. In the absence of any such written agreement, the Bank will have a nonexclusive, irrevocable, worldwide license to any intellectual property rights arising in any work created by the Parties' collaborative activities undertaken pursuant to this Memorandum, and USAID will retain a nonexclusive, irrevocable, worldwide license to intellectual property rights in works developed with USAID funding under this collaboration.

10. **Non-Exclusive Relationship**

No relationship exclusive of a third party or parties shall be established between the Parties, whether under this Memorandum generally or with respect to any specific activities or projects undertaken pursuant thereto, unless explicitly agreed to by the Parties under a separate agreement. Neither Party is restricted in any way from engaging a third party or parties to pursue independently of the other Party the objectives described in this Memorandum except that such engagement with a third party or parties shall not conflict or otherwise unduly interfere with the implementation of this Memorandum or any activities or projects undertaken pursuant thereto.

11. **Conflict of Interest**

- (a) The Bank's collaboration with Power Africa on activities under this Memorandum is not intended to confer a special advantage or preference to Power Africa in competing with any other entity as regards the procurement of goods, works or services by the Bank or third parties, where such procurement results from or has a direct relationship to such activities.
- (b) The Bank agrees to make available any other materials needed or provide further guidance to explain the application of the Bank's conflict of interest policy to Power Africa and to assist Power Africa in understanding the limitations that may be imposed.

12. **Insurance**

Throughout the implementation of this Memorandum and any activity or project pursuant thereto, each Party will maintain its usual and customary insurance for its own officers, employees and operations.

13. **Disputes, Controversies and Claims**

In case of a dispute, controversy, or claim between the Parties arising out of or relating to this Memorandum or an agreement for any activity or project undertaken pursuant thereto, the Parties shall attempt to reach an amicable resolution in good faith.

14. **Term**

- (a) Collaboration under this Memorandum may begin upon signature by both Parties on the date set forth below with an initial term of four (4) years.
- (b) At the end of the initial term of this Memorandum, a joint assessment by both Parties will be carried out to review the results and lessons learned from their collaborative activities. The views of stakeholders on the nature and progress of activities or projects may be obtained by the Parties in connection therewith. The Parties will discuss and share any conclusions reached which may have a

bearing on the Parties' collaboration under this Memorandum. On the basis of such assessment, the Parties may keep in force, modify or terminate this Memorandum as provided for below.

15. Modification and Termination

This Memorandum may be modified or terminated at any time by mutual written agreement of the Parties. Further, the Memorandum may be terminated by either Party at its sole discretion with 60 days prior notice in writing to the other Party.

16. Miscellaneous

- (a) The section headings in this Memorandum are for convenience only and are not intended, and shall not be construed, to alter, limit, or enlarge in any way the scope or meaning of the language contained in this Memorandum.
- (b) This Memorandum will supersede any previous intentions or agreements communicated and agreed upon between the Parties in respect of the collaborative activities and projects contemplated herein.
- (c) The person signing this Memorandum on behalf of each Party hereby represents and warrants to the other Party that he or she has the requisite legal power and authority to sign this Memorandum on behalf of the Party.

In witness whereof, the Parties have caused this Memorandum to be signed as of the day and date written below.

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT,
INTERNATIONAL DEVELOPMENT ASSOCIATION**

**POWER AFRICA
UNITED STATES AGENCY FOR INTERNATIONAL
DEVELOPMENT**

Signature: V Songwe

Signature: A Hersowitz

Mrs. Vera Songwe

Mr. Andrew Hersowitz

Country Director
AFCF1' Country Management Unit
World Bank

U.S. Coordinator for Power Africa
USAID

Date: 5/10/15

Date: 5/7/15