

MEMORANDUM OF UNDERSTANDING FOR COOPERATION
BETWEEN
THE DUBAI SUPREME COUNCIL OF ENERGY
AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME

This Memorandum of Understanding (MOU) is entered into by the **United Nations Development Programme** (hereinafter referred to as “UNDP”), represented by the UNDP Country Office in the United Arab Emirates, and **the Dubai Supreme Council of Energy**, part of the Government of Dubai, an entity duly established under Law 19 of 2009, issued by His Highness Sheikh Mohammed Bin Rashid Al Maktoum, Vice President and Prime Minister of the UAE, and Ruler of Dubai, with its mailing address at P.O. Box 121555, Dubai, United Arab Emirates. The Dubai Supreme Council of Energy (the First Party), and the UNDP (the Second Party), are hereinafter jointly referred to as the “Parties”.

WHEREAS the UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners and sister agencies in numerous countries to promote, inter alia, sustainable development, eradication of poverty, advancement of women, good governance, capacity development and the rule of law;

AND WHEREAS, in view of the forthcoming United Nations Conference on Sustainable Development (UNCSD/Rio+20), and pertinent to this MOU, the UNDP is a key player dedicated to tackling the global challenges of climate change and environmental sustainability with integrated policies and frameworks to achieve secure, affordable and low-carbon energy;

AND WHEREAS UNDP, represented by the UNDP Country Office in the United Arab Emirates, is interested in expanding its activities to promote sustainable development through joint projects that support the Millennium Development Goals and enhance environmental sustainability, both by creating the proper enabling conditions and through attracting local and foreign investment;

AND WHEREAS the mandate of the Dubai Supreme Council of Energy (DSCE) is to Support Dubai’s economic growth through secured, competitive, diversified, efficient energy supply and use, while meeting environmental & sustainability objectives through governance of Dubai’s Energy entities (DEWA, DUBAL, DPE, DUSUP, DPA, ENOC, ENEC and DM);

AND WHEREAS the Parties share similar objectives and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

NOW THEREFORE, the parties agree to cooperate as follows:

Article I Purpose

1.1 The objective of this MOU is to provide a framework of cooperation and to facilitate collaboration between the two parties in areas of common interest.

Article II Objective

2.1 The parties agree to cooperate to organize and host in Dubai the Sustainable Arabia Conference to promote the cause of sustainable development as well as in developing a GHG Emissions Portal and, in doing so, promote the transition of Dubai to a low-carbon economy in view of the forthcoming United Nations Conference on Sustainable Development (UNCSD/Rio+20).

Article III Consultation and Exchange of Information

3.1 The parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultations and the exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU for a period of five (5) years and of any agreements signed by the Parties within the scope of this collaboration.

3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices under which, in the opinion of either Party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article IV Implementation of the MOU

4.1 In order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the applicable UNDP regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. The cost-sharing agreements shall also include a provision incorporating by reference the MOU, which is applicable to the cost-sharing agreements and the projects/programmes financed there from.

4.2 It is understood that all activities will be carried out on the basis of project documents agreed between the parties, and in accordance with the applicable agreed procedures, rules and directives.

4.3 The costs of public relations activities initiated by the Dubai Supreme Council of Energy relating to the partnership that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, and in line with Annex 1, will be the responsibility of Dubai the Supreme Council of Energy.

4.4 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded.

4.5 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

Article V Visibility

5.1 The Parties recognize that the cooperative arrangements should be publicized and therefore agree to acknowledge the role and contribution of each organization in all public information documentation relating to instances of such cooperation and use each organization's name and emblem in documentation related to the cooperation in accordance with the current policies of each organization and subject to prior written agreement of each Party.

Article VI Term, Termination and Amendment

6.1 The proposed cooperation under this MOU is exclusive and shall have an initial term of one year from the effective date, or commencing on 16th August 2011 and ending on 15th August 2012, unless terminated earlier by either Party upon two months notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent agreed period.

6.2 In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.

6.3 This MOU may be amended only by mutual written agreement of the Parties.

6.4 Confidential documents will be returned by the Receiving Party to the disclosing Party, or destroyed by the Receiving Party, upon termination of this Memorandum

Article VII Notices and Addresses

7.1 Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, e-mail, overnight courier, telex or cable

to the Party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For the Dubai Supreme Council of Energy:

Mr. Saeed Mohamed Al-Tayer
Vice Chairman – Dubai Supreme Council of Energy
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For UNDP:

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UNDP Resident Representative
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Fax: +971-2-4467650
Email: registry.ae@undp.org

Article VIII Miscellaneous

8.1 This MOU and any related co-financing agreements and project documents comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

8.2. The Annexure of this Memorandum form part of this Memorandum and in the event of any inconsistency between the provisions of the Annexure and the other provisions of this Memorandum, the latter will prevail.

8.3 **Amendments:** This Memorandum sets out the entire understanding of the Parties as at the date of its signature concerning all matters described above and supersedes all prior written or oral agreements and understandings with respect to such subject matter. This Memorandum may only be amended in writing signed by both Parties.

Article IX
Entry into Force

9.1 This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into force and effect on the date of 16th June 2011 in which it is duly signed by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For UNDP:	For Dubai Supreme Council of Energy:
Dr. Elissar Sarrouh UN Resident Coordinator UNDP Resident Representative in the UAE	Mr. Saeed M. Al Tayer Vice-Chairman of Dubai Supreme Council of Energy
Signatures:	
Date:	
<u>Witnessed by:</u>	
Name:	Name:
Signature:	

ANNEX 1- PARTNERSHIP ACTIVITIES

The Dubai Supreme Council of Energy agrees to:

- Host in Dubai and provide the Sustainable Arabia conference the facilities and related services, taking into consideration the proximity of the Water, Energy, Technology and Environment Exhibition (WETEX) taking place from 13 to 16 March, 2012 exhibition to the conference.
- Secure the patronage of H.H. Sheikh Mohammad Bin Rashed Al Maktoum, vice president and Prime Minister of United Arab Emirates, and Ruler of Dubai.
- Provide the amount of USD 100,000 as a financial contribution to the conference.
- Nominate keynote speakers from the UAE.

UNDP in partnership with the United Nations University (UNU) agree to:

- Secure the amount of approximately USD 700,
- Approach and secure representation from donors and the diplomatic circle.
- Nominate international keynote speakers for the conference.