
MEMORANDUM OF UNDERSTANDING

between

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

and

INTERNATIONAL GAS UNION (IGU)

September, 2014

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This Memorandum of Understanding (“Memorandum”) represents a non-legally binding 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”), and International Gas Union (“IGU”), a non-profit organization registered in Vevey, Switzerland with the Secretariat currently located in Oslo, Norway, (together, the “Parties”), to collaborate in the achievement of common objectives on the basis outlined below.

1. Background

- (a) The World Bank is an international development institution established by Articles of Agreement adopted by its member countries. Its 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 has an interest in collaborating with others to improve the effectiveness of development assistance, thereby contributing to the achievement of the Millennium Development Goals, specifically the goal of providing access to sustainable energy for all.
- (c) IGU is a non-governmental and non-profit organization established in 1931 with more than 120 members worldwide. IGU studies and promotes developments in all areas of the gas industry, recognising that natural gas has an important role to play in satisfying the global need for affordable, reliable and environmentally friendly energy sources.
- (d) IGU serves as a global information clearing house for the transfer and exchange of technology and know-how. IGU encourages and promotes the development of clean technology, energy efficiency, renewable energy applications and other activities that can add to the environmental benefits of gas. IGU has access to gas competence and experience, as held by the members of its global organisation and its affiliated organisations, which are entities with special interests in different sectors of the gas industry.

2. Common Objectives

Consistent with their respective mandates, the Parties have expressed the desire to collaborate through this Memorandum in carrying out activities conducive to enhancing technology- and knowledge-transfer.

The main target-group includes energy policy shapers, academia as well as commercial and technical industry-players together with investors and potential providers of financing.

Activities under this collaboration are under the framework of Sustainable Energy for All (SE4ALL) and aim at strengthening the capacity of participating countries and assisting them to develop organizational and technical capabilities and competencies for defining national policies and managing the gas industry, through:

- Sharing knowledge and international best practices among stakeholders (public, private, academia) in the gas industry and related sectors;
- Increasing participants 'skills and providing them with the know-how that they can contribute to the development of gas resources for domestic/ national use in the best way to benefit their economic development
- Encouraging research, both technology and knowledge transfer and the development of indigenous/local expertise and workforce in the gas industry.

3. Framework for Collaboration

- (a) In order to achieve the Common Objectives identified in Section 2 above, the Parties intend to
- i. develop a module-based training programme to facilitate technology- and knowledge transfer and increase the related skills of gas sector stakeholders
 - ii. Deliver **Knowledge sharing seminars** where the initial focus will be on Sub-Sahara Africa and each seminar shall be customized to the specific needs of the country and region.
 - iii. Engage and collaborate with educational institutions to integrate relevant training modules (technical and non-technical) into their curricula.
- (b) The Parties further anticipate that each Party will contribute to the collaborative activities undertaken pursuant to this Memorandum, in one or more of the following ways:
- (i) By providing staff time, as specified in the Scope of Cooperation as well as the concrete annual Work Program (see also 4(c) below);
 - (ii) By permitting the use of relevant documents, facilities for seminars, workshops or conferences, as may be agreed; and
 - (iii) By paying out-of-pocket expenses associated with the work of its staff, as specified in the relevant Work Programs.

4. Implementation and Key Points of Contact

- (a) The coordination for the implementation of activities pursuant to the framework established by this Memorandum lies with the Parties. IGU shall use reasonable endeavors to provide the required content as agreed on a case by case basis for the modules relevant for the specific trainings as well as speakers for the seminars.
- (b) Each of the Parties hereby designates and appoints two representatives, as indicated below. The representatives will initiate all necessary actions within the World Bank and IGU in accordance with their internal procedures. By written notice to the other Party, each Party may designate different persons as its representatives.

For the World Bank:

Paulo De Sa, Practice Manager

Neeraj Prasad, Manager

For IGU:

Carolyn Oebel, Director,

Pål Rasmussen, Deputy Secretary General

- (c) The representatives from the World Bank and IGU have jointly prepared the general scope of cooperation-outline (“Scope of Cooperation”) and will prepare an annual work program (“the Work Program”).
- (d) The annual Work Program will be agreed in writing every year no later than 1 March and that Work Program will be subject to the approval by each Party in accordance with its internal procedures. The achievement of the Common Objectives will be jointly evaluated by the Parties annually. The annual Work Program will cover the following:
 - (i) Summary and Objectives of proposed activities
 - (ii) Timeline for implementation of the activities
 - (iii) Responsibilities, budget and envisaged sources of funding;
 - (iv) Target audience;
 - (v) Key Performance Indicators;
 - (vi) Potential partners.
- (e) It is recognized that IGU is a non-profit organization without the financial capacity to support the costs of implementing its own activities pursuant to this Memorandum. Therefore the parties shall cooperate in finding partners to supporting the need for financing of the activities defined under this Memorandum.

5. Limits to Memorandum

- (a) This Memorandum is not legally binding and does not create legally binding obligations between the Parties.
- (b) This Memorandum does not constitute an agreement or commitment by either Party to enter into or provide support for any specific activity.
- (b) Nothing in this Memorandum will be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.
- (c) Nothing in this Memorandum is intended to be, or should be construed as, a waiver of the privileges and immunities of the World Bank or its officers and employees, which privileges and immunities are hereby specifically reserved.

6. Intellectual Property

- (a) The Parties recognize the importance of protecting and respecting intellectual property rights and in making publicly available the materials resulting from the collaborative activities conducted under the framework established by this Memorandum. The Parties retain any intellectual property rights in all materials developed and produced by it, its staff or consultants consistent with their respective policies on ownership of intellectual property rights. Each Party permits the use by the other Party of its publicly available materials with proper attribution to the Party owning said materials, consistent with its policies on promoting the widest public dissemination and use of knowledge products, including making available on public portals such as the World Bank's Energy Learning Portal (ELP).
- (b) 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 Parties shall agree on a case by case basis on the ownership of any intellectual property rights created under this Memorandum. The Parties shall make the relevant works available to the public on open and liberal terms of use, consistent with their policies.
- (c) Each Party shall advise the other Party on the proper attribution for its materials, including the use of its names, marks and logos and of its financiers as appropriate.

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 "IGU" and all variations thereof including their associated logo(s) (collectively, the "IGU Name") are the sole

and exclusive properties of the Bank and IGU, respectively. Neither Party shall acquire any right, title or interest in the other Party's Name under this Memorandum.

- (b) 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 e.g. defined under 8. (a) shall be subject to the prior written approval of the other Party.
- (c) Upon termination of this Memorandum, or at the request of either Party at any time, each Party shall immediately discontinue any and all use of the other Party's Name and shall destroy stationery, brochures, proposed paid media and other similar materials bearing any form of the other Party's Name that then are in the possession or control of each Party.

8. Disclosure and Publicity

- (a) The Bank will 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.

IGU may make such disclosure in its internal reporting to its staff, Charter and Associate members, officers, consultants, advisers and representatives of its Executive Committee and Council, and in its general communication activities.

- (b) No activity, and no work created by any activity, undertaken in connection with this Memorandum may be used by either Party for commercial purposes. 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.
- (c) Any sharing of information between the Parties will be subject to their respective policies and procedures relating to the disclosure of information.
- (d) Each Party recognizes that the other Party may have in its possession or control, or have access to, information of a commercially sensitive nature that may be relevant to the Common Objectives. Each Party retains the right to maintain the confidential nature of such information and shall not be required to share with the other Party any information that it considers, in its sole discretion, to be of a commercially sensitive nature.
- (e) Confidential information of 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. Notwithstanding the paragraph (c) above, the Parties shall not publicly disclose the information that either Party has provided as a result of this Agreement and has explicitly indicated in writing and marked as confidential.

9. Non-Exclusive Relationship

Nothing in this Memorandum shall restrict either Party from entering into arrangements with third parties covering the same or similar subject matter areas or activities; provided further that any commitment by IGU or the World Bank with a third party or parties will not conflict or otherwise unduly interfere with the implementation of this Memorandum or any activities or projects undertaken pursuant to a Work Program.

10. Disputes, Controversies and Liability

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

11. Timeframe, Modification and Termination

- (a) This Memorandum will become effective upon signature by both Parties, and shall apply for an initial term until and including 31 December, 2016. The term of this Memorandum may be extended at the end of the initial term upon confirmation by both Parties.
- (b) 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 by giving 60 days a prior notice in writing to the other Party.
- (c) If this Memorandum is terminated for any reason, the Parties agree to immediately cease all activities related to this Memorandum.

12. 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 collaborative activities contemplated herein.
- (c) The persons signing this Memorandum on behalf of each Party hereby represent and warrant to the other Party that they are officers of the Party and are duly authorized to execute this Memorandum on behalf of the Party.

In witness hereof, the Parties have caused this Memorandum to be executed as of the date written below.

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



Anita MARANGOLY GEORGE

Sr. Director, Energy and Extractives GP

INTERNATIONAL GAS UNION (IGU)



Jérôme FERRIER

President



Torstein INDREBØ

Secretary General

Date: 30 Sept., 2014

Date: 19 Sep, 2014



September 2014

Scope of Cooperation
Based on Memorandum of Understanding between WBG & IGU
“Access to Sustainable Energy & Economic Development with Gas”

Following the Memorandum of Understanding (MoU) between WBG and IGU which was signed in 2014, this document shall specify the framework of cooperation as laid out in section 3 as well as provide more information on the implementation-plan as referred to under point 4.c) of the MoU.

The parties wish to implement relevant activities, depending on available funding and material. These activities are intended to cover relevant topics from and in line with the following indicative list, based on the respective needs of the countries and regions in focus for each annual work program.

- **Enabling environment for gas market development:**
 - a. Political and regulatory framework,
 - b. fiscal incentives,
 - c. gas pricing,
- **Usage options of gas and gas development:**
 - a. Power generation;
 - b. Linkages to Renewable energy,
 - c. Flexibility of gas
 - d. energy efficiency and gas
 - e. domestic appliances
 - f. transportation
 - g. petrochemicals, e.g. as fertilizers
 - h. Relevant infrastructure-needs
 - i. Gas Master Plan
 - j. Business models
- **Economic and social benefits:**
 - a. Diversification of the economy away from oil revenues, increased local transformation and path to industrialization,
 - b. Broad variety of gas-utilisation options (including industrial use, transportation as well as domestic use like heating & cooling)
 - c. Local content,
 - d. Contribution to industrial development
 - e. Job-creation, workforce skills development and forward/backward linkages with SMEs,
 - f. Gas utilization for local communities (use of LPG instead of biomass, natural gas vehicles, local distribution of gas for community use, etc.)
 - g. improvement of local air quality and reduction of global GHG emissions



- **As a next step of training: More detailed aspects of Technical Project Development and relevant aspects of the gas value chain**
- **Gas flaring reduction/phase out:** The above shall furthermore contribute to gas-flaring reduction and phase out by providing information on the economic usage-options of gas.

Activity 1- Development of training modules

The Parties wish to contribute to develop modules that will cover a selected number of topics from the above-mentioned list. The modules can be used in seminars, and also on-line. Furthermore they can be shared with interested academia.

Activity 2- Organization of annual seminars

Knowledge sharing Seminars. The intention is to organize one seminar per year. Each seminar shall be customized to the specific needs of the country and region. The initial focus is intended to be on Sub-Sahara Africa.

Activity 3: Collaboration with educational institutions

The Parties wish to share relevant knowledge in relation to their cooperation on “Access to Sustainable Energy and Economic Development with Gas” with selected educational institutions. The parties will therefore contact interested parties to discuss the potential integration of relevant training modules (technical and non-technical) into the curriculum of local educational institutions as universities, technical schools and research institutes.

Partners:

The parties will seek to leverage funding from other organizations and or industries.

