

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF THE KINGDOM OF  
DENMARK**

**AND**

**THE GOVERNMENT OF THE REPUBLIC OF  
SOUTH AFRICA**

**ON**

**RENEWABLE ENERGY AND ENERGY  
EFFICIENCY**

*EP* *U.S.*

## PREAMBLE

The Government of the Kingdom of Denmark and the Government of the Republic of South Africa, (hereinafter jointly referred to as the "Parties" and separately as a "Party");

**DESIRING** to strengthen the friendly relations between the Parties;

**EXPRESSING** mutual interest in developing co-operation in the fields of renewable energy and energy efficiency;

**UNDERSTANDING** the importance of determining the spheres of co-operation in these fields as well as ways and mechanisms of implementation in the interests of both Parties, their economic wellbeing and strengthening positive tendencies in the world economy;

**NOTING** the Declaration of Intent concluded between the Parties on Co-operation in the fields of Renewable Energy and Energy Efficiency on 23 of January 2009;


**BELIEVING** that such co-operation shall promote further development and enhance the existing friendly relations between the Parties;

**HEREBY AGREE** as follows:

### ARTICLE 1

#### PURPOSE

- (1) The purpose of this Memorandum of Understanding (hereinafter referred to as "this MOU") is to facilitate-
  - (a) the development and implementation in the Republic of South Africa of projects with the participation of Danish entities, within the framework of the this MOU;
  - and

 M.L

- (b) the co-operation and the provision of technical expertise on the local fields identified by the Danish Government.
- (2) The projects identified will be designed to contribute to sustainable development in the Republic of South Africa and will warrant solid co-operation conducive to implementing these projects.

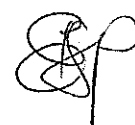

**ARTICLE 2**  
**COMPETENT AUTHORITIES**

- (1) The Competent Authorities responsible for coordinating all co-operation programmes entered into under this MOU shall be –
  - (a) in the case of the Republic of South Africa, the Department of Energy; and
  - (b) in the case of the Government of the Kingdom of Denmark, the Ministry of Climate, Energy and Building.
- (2) The Competent Authorities shall be responsible for the –
  - (a) identification of programmes and projects and implementing agencies for approval by the Parties;
  - (b) review of progress in the implementation of this MOU and report back to the Parties;
  - (c) evaluation of programmes or projects and reporting of the results and recommendations to the Parties; and
  - (d) consideration of any other aspects relevant to the promotion of bilateral co-operation in the field of renewable energy and energy efficiency.

**ARTICLE 3**  
**SCOPE**

- (1) The Parties shall promote co-operation and development of projects in the fields of renewable energy and energy efficiency through -
  - (a) the exchange of information pertaining to the Parties' overall renewable energy and energy efficiency policies, institutional agreements, regulatory framework, technology transfer, research and development and establishment of databanks;
  - (b) the exchange of information on government programmes of commercialization, distribution and market potential of renewable energy and energy efficiency;
  - (c) identifying and developing co-operative projects between the Parties as well as third parties in-
    - (i) energy efficiency in the end-use sector (industry and buildings);
    - (ii) wind energy, including wind resource mapping and integration of wind energy to the grid;
    - (iii) developing and implementations plan for renewable energy; and
    - (iv) any other renewable energy and energy efficiency projects agreed to by the Parties;
  - (d) the exchange of visits by policy-makers and technical experts responsible for the development and implementation of national renewable energy and energy efficiency policies;
  - (e) the promotion of specialised training in the fields of renewable energy and energy efficiency for experts from both countries;
  - (f) the promotion of joint-collaboration between renewable energy and energy efficiency related state owned companies, as well as endorsement and assistance in the establishment of partnerships within the various fields of the renewable energy and energy efficiency among the relevant companies of both countries for the harmonious transfer of knowledge;

- (g) participation in workshops, conferences and exhibitions aimed at attracting investments in the renewable energy and energy efficiency industries of both countries;
  - (h) the joint co-operation and assistance in the development of renewable energy and energy efficiency policies and domestic laws for the industry;
  - (i) the sharing of experiences in the organization and establishment of regulatory and management agencies for the renewable energy and energy efficiency industry; and
  - (j) any other form of renewable energy and energy efficiency related co-operation as may be agreed to in writing by the Parties at any time.
- (2) The terms and conditions of implementation of each programme or project undertaken under this MOU as part of the co-operation shall be agreed to by the Parties in a separate agreement.

#### ARTICLE 4 WORKING GROUPS

- (1) The Parties shall, where appropriate, establish Technical Working Groups for the purpose of the joint development of plans of co-operation as well as for the implementation and analysis of the work to be performed in the areas referred to in Article 3 of this MOU.
- (2) The agenda, time and place of the meetings of the Working Groups shall be agreed upon by the Parties.



UCC

## ARTICLE 5

### EXPENSES

The subsistence and travel expenses of participants attending the co-operation programmes and meetings of implementing agencies or Working Groups contemplated under this MOU shall be borne by the respective Parties or their designated authorities.

## ARTICLE 6

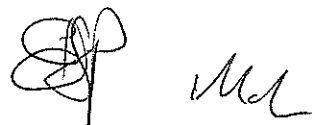
### PUBLICATIONS OF REPORTS AND CONFIDENTIALITY

- (1) The outcome or results of specific programmes of co-operation carried out under this MOU which are not yet in the public domain shall be kept confidential by the Parties.
- (2) If a Party wishes to share the results with a third party, the prior written consent of the other Party shall be obtained.
- (3) The outcome and results of specific programmes of co-operation carried out under this MOU may be published only with the written mutual consent of the Parties.

## ARTICLE 7

### SETTLEMENT OF DISPUTES

Any dispute between the Parties arising out of the interpretation, application or implementation of this MOU shall be settled amicably through consultations or negotiations between the Parties.



**ARTICLE 8**  
**AMENDMENT**

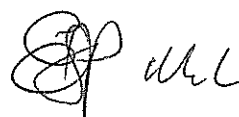
This MOU may be amended at any time by mutual consent of the Parties through an Exchange of Notes between the Parties, through the diplomatic channel.

**ARTICLE 9**  
**NOTIFICATIONS**

All notifications concerning this MOU shall be communicated through the diplomatic channel.

**ARTICLE 10**  
**ENTRY INTO FORCE, DURATION AND TERMINATION**

- ) This MOU shall enter into force on the date of signature thereof and shall remain in force for a period of five years, whereafter it shall automatically be renewed for successive periods of five years, unless terminated by either Party by giving thirty (30) days prior written notice, through the diplomatic channel, of its intention to terminate this MOU.
  
- ) At the termination of this MOU, its provisions and the provisions of any other agreement entered into by the Parties shall continue to govern any existing or unexpired obligations assumed or commenced under this MOU. These obligations or programmes shall be carried out to completion as if this MOU is still in force.



IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this MOU in duplicate in the English language, both texts being equally authentic.

DONE at COPENHAGEN on this 24 day of October 2011



FOR THE GOVERNMENT OF  
THE KINGDOM OF DENMARK



FOR THE GOVERNMENT OF THE  
REPUBLIC OF SOUTH AFRICA