

**RELATIONSHIP AGREEMENT**

**BY AND BETWEEN**

**THE UNITED NATIONS**

**AND**

**THE SE4ALL ASSOCIATION**

***(Verein für nachhaltige Energie)***

This **RELATIONSHIP AGREEMENT** (hereafter, “Agreement”) is made this 23rd day of December 2016, by and between:

- (i) The **UNITED NATIONS** (hereafter also, the “UN”), an international intergovernmental organization founded by its Member States pursuant to the Charter of the United Nations, signed in San Francisco on 26 June 1945, and having its Headquarters in New York, New York, USA, and
- (ii) The **SE4ALL ASSOCIATION** (*Verein für nachhaltige Energie*) (hereafter, the “Association”), a non-profit association formed under the laws of Austria, having its seat in Vienna, Austria, and having its principal offices at Andromeda Tower, 15th Floor, Donau-City-strasse 6, A-1220, Vienna, Austria.

The UN and the SE4ALL Association shall hereafter each also be referred to individually as a “Party” and collectively as the “Parties.”

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RECITALS

**WHEREAS**, one of the principal goals and objectives of the United Nations is to achieve international cooperation in solving international problems of a developmental, humanitarian, and environmental character;

**WHEREAS**, Goal No. 7 of the 2030 Agenda for Sustainable Development, adopted by the General Assembly of the United Nations (hereafter, “SDG-7”), seeks to ensure access to affordable, reliable, sustainable and modern energy for all;

**WHEREAS**, in 2011, the Secretary-General of the United Nations launched a multifaceted, multi-stakeholder initiative designed to catalyze major new action and investments among governments, organizations of the United Nations System, multilateral development banks, the private and civil society in order to create a social movement that would speed the transformation of the world’s energy systems, to eliminate energy poverty, to address climate change, and to enhance overall prosperity (hereafter, the “Sustainable Energy for All Movement” or the “SE4ALL Movement”);

**WHEREAS**, as such a multifaceted, multi-stakeholder social movement, the Sustainable Energy for All Movement comprises objectives, agendas, actions and administrative measures in order to achieve the goal of ensuring access to affordable, reliable, sustainable and modern energy for all that go beyond the capacity of any single government, international institution, corporation or other entity or person to undertake, but rather requires concerted planning, action and coordination by the international community and by a variety of private sector and independent sector actors;

**WHEREAS**, because the Sustainable Energy for All Movement will require ongoing coordinated input, governance and concerted action by representatives from a variety of such stakeholders from governments, multilateral development banks, the private and civil society, a multi-stakeholder governance structure could not be maintained within the United Nations Secretariat for the Sustainable Energy for All Movement;

**WHEREAS**, as a consequence, the United Nations has worked with governments and other stakeholders to transfer coordination and governance for the Sustainable Energy

for All Movement to a long-term institutional framework, which is being led by the SE4ALL Association, that will enable a variety of public, private and independent sector actors to oversee its progress, to mobilize bold commitments by such actors, and to leverage large-scale public and private investment for the achievement of the goal of access to affordable, reliable, sustainable and modern energy for all; and,

**WHEREAS**, subject to and without prejudice to its own programmed activities to support the achievement of SDG-7, the United Nations wishes to continue to employ its global convening capacity in order to cooperate with the SE4ALL Association and to support the Sustainable Energy for All Movement;

**NOW, THEREFORE**, the United Nations and the SE4ALL Association agree as follows:

#### **Article 1 – Purpose**

Section 1.1 Relationship: The Parties acknowledge that the SE4ALL Association was established in order to promote multi-stakeholder participation in and support for the Sustainable Energy for All Movement that was launched by the Secretary-General of the United Nations. In accordance with this Agreement, the United Nations wishes to establish a working relationship with the SE4ALL Association in order to coordinate with the SE4ALL Association in their respective and mutual efforts to support the Sustainable Energy for All Movement and to facilitate projects and activities of the SE4ALL Association requiring joint activities or mutual cooperation with the United Nations or with other organizations of the United Nations System. The Parties wish to form a working relationship in accordance with the terms and conditions of this Agreement to promote activities and efforts among governments, private sector and civil society, and other stakeholders to support the ongoing aims and activities of the Sustainable Energy for All Movement in line with SDG-7.

Section 1.2 Mutual Cooperation: Subject to and without derogation from their respective organizational mandates and programmed activities, the Parties agree to work together in order to foster and promote the aims and activities of the Sustain Energy for All Movement in line with SDG-7 and such other aims and activities as their respective

organizational purposes and operations may require and as the Parties may agree, provided that nothing in this Agreement shall enable either Party to compel the other to take or omit to take any action or to require the other Party to engage in or to be prevented from engaging in any activity or undertaking whatsoever.

Section 1.3 Coordination: Subject to and without derogation from their respective organizational mandates and programmed activities, the Parties agree to coordinate their activities as much as possible in meeting their objectives of this Agreement. For these purposes, the Parties agree to establish and support the administrative arrangements to effectuate such coordination as are provided in Article 4 and Article 5 of this Agreement.

Section 1.4 Communication: The Parties acknowledge and agree that effective communication between the Parties is essential to achieving the objectives of their relationship as reflected in this Agreement, and the Parties agree to use reasonable efforts to ensure that they are able to communicate effectively and in a timely manner regarding all aspects of their relationship as reflected in this Agreement. Through the administrative arrangements provided in Article 4 and Article 5 of this Agreement and in day-to-day channels of communication, the Parties agree to ensure that they maintain open lines of communication between senior officials of each of the Parties in order to carry out all aspects of their relationship as reflected in this Agreement.

## Article 2 – The Agreement

Section 2.1 Documents Constituting the Agreement: This Agreement consists of the following documents:

2.1.1 These Articles of Agreement;

2.1.2 The Annexes to these Articles of Agreement, consisting of the following:

- (a) Annex A: The Terms of Reference of the “SE4ALL Advisory Committee”; and,
- (b) Annex B: The Terms of Reference for the United Nations and SE4ALL Association “SE4ALL Coordination Committee”;



2.1.3 The Exhibits to these Articles of Agreement, consisting of the following:

- (a) Exhibit 1: Statute for the Association for Sustainable Energy for All, together with the Excerpt from the Austrian Register of Associations, dated as of 11 April 2016;
- (b) Exhibit 2: Recognition by the Ministry of Foreign Affairs of the Republic of Austria of the SE4ALL Association as a Non-Governmental International Organization, dated as of 21 April 2016;
- (c) Exhibit 3: Recognition by the Ministry of Finance of the Republic of Austria of the status of the SE4ALL Association, dated as of 3 May 2016 and as of [INSERT DATE] June 2016.
- (d) Exhibit 4: Membership of the “SE4ALL Advisory Committee”; and,
- (e) Exhibit 5: Membership of the “SE4ALL Coordination Committee.”

Section 2.2 Inconsistencies among the Documents: The documents constituting this Agreement are intended to be complementary of one another, but in case of any ambiguities, discrepancies or inconsistencies between or among any of them, the order of precedence among the documents shall be the same as they are listed in Section 2.1, above.

Section 2.3 Privileges and Immunities: All documents constituting this Agreement shall be deemed to and interpreted so as to include the provisions of Article 9 (“Dispute Resolution”) and Article 10 (“Privileges and Immunities”), below.

Section 2.4 Capitalized Terms: Capitalized terms shall have the meanings stated where first used in this Agreement or shall have the meaning intended by the context in which such terms appear. Otherwise, all terms used in this Agreement shall have their natural dictionary meanings. Definitions of terms in the singular shall include the definition of the term in the plural, and vice versa, and unless the context clearly requires otherwise, definitions of terms in one gender or the neuter shall include the other gender, genders or the neuter.

Section 2.5 Headings and References: The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect the construction or interpretation of this Agreement. All references herein to “Articles” and to “Sections” shall, unless otherwise expressly stated, be references to the corresponding Articles and Sections of this Agreement. All references herein to “Annexes” and “Exhibits” shall, unless otherwise expressly stated, be references to the Annexes and Exhibits attached hereto or otherwise referred to herein.

Section 2.6 Non-Waiver of Rights: The failure by either Party to exercise any rights available to it, whether under the Agreement or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under or relating to this Agreement. No right or remedy under this Agreement may be waived other than by a written instrument signed by an authorized official of the Party so waiving such right or remedy.

Section 2.7 Amendments: Pursuant to the Financial Regulations and Rules of the United Nations, only the United Nations Controller, or such other authority as the United Nations has made known in writing to the SE4ALL Association, possesses the authority to agree on behalf of the United Nations to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual or other legally binding relationship of any kind with the SE4ALL Association. Accordingly, no modification or change in this Agreement shall be valid and enforceable against either Party unless provided by a valid written amendment to this Agreement signed by an authorized representative of the SE4ALL Association and by the United Nations Controller or such other United Nations official designated by the Secretary-General of the United Nations. Notwithstanding the foregoing, the Parties may, by means of such notice to one another that will be sufficient to demonstrate their mutual assent, agree to substitute any of the Annexes or Exhibits to this Agreement that are set forth in sub-sections 2.1.2 and 2.1.3, respectively, provided that no such substitution shall have the effect of altering or amending the terms and conditions of these Articles of Agreement.

Section 2.8 Entire Agreement: This Agreement, including all of the documents referred to in Section 2.1, above, and, any other annexes and exhibits attached hereto or otherwise referred to herein, constitutes the entire agreement and understanding between the United Nations and the SE4ALL Association, and supersedes all prior agreements, promises, undertakings, obligations or agreements, whether oral, written or unwritten, by and between the Parties on the subject matter hereof. Accordingly, the Parties acknowledge and agree that no promises, undertakings, obligations or agreements, oral, written or unwritten, relating to the subject matter hereof exist between the Parties except as herein expressly set forth in this Agreement.

### **Article 3 – Term and Termination of the Agreement**

Section 3.1 Effective Date: This Agreement shall take effect on the date that authorized representatives of both Parties have signed this Agreement, or if the authorized representatives of the Parties have signed it on different dates, the date of the latest signature (the “Effective Date”).

Section 3.2 Term of the Agreement: Unless terminated earlier in accordance with Section 3.3, below, this Agreement shall remain in full force and effect for a period of ten (10) years following the Effective Date. The Parties may agree to extend the period when this Agreement shall be in full force and effect by means of a written amendment concluded in accordance with Section 2.7, above. Unless and to the extent otherwise provided in any such written amendment extending the term of this Agreement, the extended term of the Agreement shall be subject to the same terms and conditions as are set forth in this Agreement. The initial ten-year (10-year) period of time when this Agreement shall be effective and any and all extensions of such period shall constitute the “Term” of this Agreement. In order to ensure continuity and regularity in the operation of this Agreement and the mutual undertakings of and cooperation by the Parties, the Parties shall seek to conclude an amendment of this Agreement extending the Term of this Agreement not less than one (1) year prior to the expiration of the Term of this Agreement.

Section 3.3 Termination of the Agreement: Either Party may request the termination of this Agreement by giving written notice to the other Party. The initiation of

arbitral proceedings in accordance with Article 9 (“Settlement of Disputes”), below, shall not be deemed, in itself, to be a cause for, or a request for, or otherwise interpreted or construed to be a termination of this Agreement. Insofar as the Parties acknowledge and agree that any termination of this Agreement would be extraordinary and highly disruptive to the work of both the United Nations and the SE4ALL Association, following receipt of a Party’s request for a termination of the Agreement, the Parties shall as soon as is reasonably practicable but, in any case, no later than thirty (30) days following such receipt of such request for termination of the Agreement:

3.3.1 Engage in consultations among senior officials of both the United Nations and the SE4ALL Association over the basis for the request for termination of the Agreement and the requirements set forth in this Section 3.3 as well as to determine if there are any reasonable alternatives to termination;

3.3.2 Convene one or more meetings, as necessary and appropriate, of the SE4ALL Coordination Committee, established by the Parties in accordance with Section 4.3, below, in order to prepare:

- (a) A coordinated list setting forth the status and probable duration of all outstanding or ongoing projects, campaigns, or other activities requiring either of the Parties to account to or to coordinate with one another in accordance with this Agreement;
- (b) A joint recommendation, on the basis of such a coordinated list, to the senior management of the United Nations and the SE4ALL Association regarding the priorities among their joint activities to be completed before the effective date of termination of this Agreement;
- (c) A joint recommendation to the senior management of the United Nations and the SE4ALL Association regarding the effective date of the termination of the Agreement based on such a jointly recommended list of priorities as well as any outstanding material obligations of either Party to any third parties; and,

- (d) A determination of the effective date for the termination of this Agreement based on the recommendations of the SE4ALL Coordination Committee regarding the priorities and timing for the termination of this Agreement, provided that the effective date of termination of the Agreement shall not, in any case other than if required by applicable law, be more than six (6) months following the date of the original written notice of termination, and provided further that if the Parties are not able to agree upon an effective date for the termination of this Agreement after following the procedures set forth in sub-section 3.3.2, above, then the Secretary-General of the United Nations and the Chief Executive Officer of the SE4ALL Association, or such officials as they may designate, shall meet as soon as is reasonably practicable and agree upon the effective date for the termination of this Agreement.

Section 3.4 Effect of Termination or Expiration of the Term of the Agreement:

Following written notice of termination of this Agreement by one or the other of the Parties and unless the term of this Agreement has already been otherwise extended by the Parties, six (6) months prior to the effective date of termination or the expiration of the term of this Agreement or at such other time as may be specifically agreed by the Parties by means of written notice to one another, the Parties shall:

3.4.1 Based on the recommendations of the SE4ALL Coordination Committee of the Parties made in accordance with sub-section 3.3.2, above:

- (a) Take immediate steps to complete or wind up all outstanding or ongoing projects, campaigns, or any other activities of the Parties subject to this Agreement in as prompt and orderly a manner as possible, reducing the expenses of the Parties to a minimum;
- (b) Refrain from undertaking any further or additional commitments or projects, campaigns, or any other activities of the Parties subject to this Agreement;

- (c) Transfer title and deliver to the other Party any rights in property, including intellectual property, required to be transferred in accordance with the terms of any outstanding or ongoing projects, campaigns, or any other activities of the Parties subject to this Agreement, provided that the transferring Party shall have a license to use such property for the purposes of completing or winding up such projects, campaigns, or other activities; and,
- (d) Provide one another with all written accountings, as required under Article 7, below, or as otherwise the Parties may reasonably require concerning any projects, campaigns, or any other activities of the Parties subject to this Agreement, whether performed or ongoing.

#### **Article 4 – Institutional Arrangements between the Parties**

Section 4.1 Status of the Parties: The United Nations and the SE4ALL Association acknowledge and agree as follows:

4.1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes;

4.1.2 The SE4ALL Association is an entity established in accordance with the laws of the Republic of Austria; its statute is set forth in Exhibit 1; and applicable recognition of the status of the SE4ALL Association by the Government of Austria is set forth in Exhibits 2 and 3, hereto;

4.1.3 The Parties have and shall continue to have a legal status independent of one another, and nothing contained in or relating to this Agreement shall be construed as establishing or creating between the Parties the relationship of employer and employee, of principal and agent, or of any status connected with or dependent upon one another; and,

4.1.4 The officials, representatives, employees, subcontractors of, or other persons or entities otherwise engaged by, each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all acts or omissions of, or any claims arising out of or relating to such Party's engagement of such persons or entities.

Section 4.2 The SE4ALL Advisory Committee: The Parties acknowledge and agree that the achievement of SDG-7 would be enhanced by having inputs from a broad coalition of actors and entities from the international community, including governments and the private and independent sectors. The Parties further acknowledge and agree that establishing and maintaining an advisory forum within which such coordination and input can be obtained will benefit their respective and their mutual efforts to take action to achieve and to promote among the various actors in the international community effective measures, actions and activities designed to promote the SE4ALL Movement in line with SDG-7. Accordingly, the Parties agree that promptly following the effective date of this Agreement, they shall prepare and attach as Annex A, hereto, terms of reference for an SE4ALL Advisory Committee, and the Parties agree to establish, maintain and support, and convene an SE4ALL Advisory Committee on the following basis:

4.2.1 The SE4ALL Advisory Committee will be established by the Parties and will from time to time be convened by the Secretary-General of the United Nations, and the Secretary-General will invite the President of the World Bank Group to join him as co-chair of the SE4ALL Advisory Committee;

4.2.2 The Parties, in consultation with the President of the World Bank Group, shall agree on the membership of the SE4ALL Advisory Committee, each member of whom shall be a notable person from governmental or other fields knowledgeable about energy production, transmission and consumption and about sustainable energy and sustainable development goals, policies and practices;

4.2.3 The SE4ALL Advisory Committee shall function in order to advise the United Nations and the SE4ALL Association on all matters relating to their joint



activities and cooperation and for supporting, on an ongoing basis, the SE4ALL Movement in line with SDG-7; and

4.2.4 As set forth in the terms of reference for the SE4ALL Advisory Committee, and subject to the availability of funding for either or both of the Parties, the Parties shall agree, on facilities, secretariat support, and funding arrangements for the establishment, maintenance and convening of the SE4ALL Advisory Committee.

Section 4.3 The SE4ALL Coordination Committee: In order to ensure strong communication and coordination between the Parties so that effective and efficient collaboration can be best achieved on projects, campaigns, and other activities undertaken by the Parties in accordance with this Agreement, the Parties agree to promptly, following the Effective Date of this Agreement, form a joint committee comprised of an equal number of members from the United Nations and the SE4ALL Association (the “SE4ALL Coordination Committee”). The members of the SE4ALL Coordination Committee shall be high-level officials of the United Nations designated by the Secretary-General of the United Nations and high-level officials of the SE4ALL Association designated by the Chief Executive Officer of the SE4ALL Association. The Secretary-General of the United Nations and the Chief Executive Officer of the SE4ALL Association shall each designate a co-chairperson from among the members of the SE4ALL Coordination Committee whom they have designated. Within thirty (30) days following the Effective Date of this Agreement, the Parties shall specify by means of written notice to one another the identities of the officials of their respective organizations who shall be the members and, of those members, who shall be the co-chairpersons of the SE4ALL Coordination Committee, and the Parties shall notify one another as soon as practicable following any changes to their membership in the SE4ALL Coordination Committee. If not otherwise agreed by the Parties and included as Annex B hereto by the Effective Date of this Agreement, then promptly following the Effective Date of this Agreement, the Parties shall prepare and append to this Agreement, as Annex B hereto, the terms of reference for the SE4ALL Coordination Committee. In addition, the Parties shall append the original and any changes to the membership of the SE4ALL Coordination Committee as Exhibit 5 to this Agreement.

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Section 4.4 Mode of Operation of the SE4ALL Coordination Committee: The SE4ALL Coordination Committee shall operate as follows and as reflected in the terms of reference set forth in Annex B:

4.4.1 The nature, purpose and activities of the SE4ALL Coordination Committee shall be exclusive to the ongoing relationship between the United Nations and the SE4ALL Association as governed by this Agreement.

4.4.2 Subject to and without derogating from their respective mandates, activities and programmes, the SE4ALL Coordination Committee shall serve as the principal forum for the Parties to consult with one another on mutually desirable:

- (a) Strategies for the Parties to best support the SE4ALL Movement and the activities of the Parties in support of the SE4ALL Movement;
- (b) Concepts for campaigns, projects, activities and strategic public-private partnerships to be carried out by either or both of the Parties in coordination with one another for this purpose; and,
- (c) The sources and uses of funding for any joint activities of the United Nations and the SE4ALL Association in support of the SE4ALL Movement.

4.4.3 The Parties acknowledge and agree that, subject to and without derogating from their respective mandates, activities and programmes, coordination on all significant joint projects, campaigns and other activities that the Parties wish plan and to carry out in support of the SE4ALL Movement is essential to their ongoing relationship. Accordingly, the Parties shall undertake reasonable efforts to ensure that the SE4ALL Coordination Committee can fulfill its purpose of being the principal forum for the Parties to coordinate the institutional and working relationship between them as contemplated by this Agreement and, without limiting the generality of the foregoing, shall devote sufficient resources and the time of their staff and officials in order to do so.

4.4.4 The SE4ALL Coordination Committee shall hold regular meetings on dates and at times and locations that are determined by the co-chairpersons, provided, however, that such meetings shall be held on at least a semi-annual basis. Unless otherwise agreed by the Parties, by the 31st day of January of each calendar year during the Term of this Agreement, the co-chairpersons shall be responsible for providing members of the SE4ALL Coordination Committee with notice by e-mail or other agreed form, stating the date, time and location of any such meetings and the agenda for or the purpose or purposes for which any such meetings are being called. As determined to be necessary or appropriate by the co-chairpersons, meetings of the SE4ALL Coordination Committee may be attended by any person, including but not limited to members of the SE4ALL Advisory Committee, and their staff and agents, staff or other officials of the United Nations, including the subsidiary organs of the United Nations and any other of the organizations of the United Nations System that has concluded an appropriate agreement with the UN for these purposes, or other officials and agents of the SE4ALL Association.

4.4.5 In addition to the meetings of the SE4ALL Coordination Committee described in Section 4.4.4, above, either co-chairperson of the SE4ALL Coordination Committee may call a special meeting of the members of the SE4ALL Coordination Committee to ensure that the Parties can timely consider any significant joint project, campaign or other activity. Such co-chairperson shall provide the members of the SE4ALL Coordination Committee with notice by e-mail or other agreed form, stating the date, time and location of any such meetings and the agenda for or the purpose or purposes for which any such meetings are being called.

4.4.6 As soon as possible and, in any case, no later than thirty (30) days following the completion of each meeting of the SE4ALL Coordination Committee meeting, the co-chairpersons shall agree on a report of the minutes of meeting that, at a minimum, shall state the agenda or purposes for the calling of the meeting, review the matters discussed during the meeting, and provide a summary of outcomes and any agreed actions to be taken by either or both of the Parties. The

co-chairpersons shall provide such reports to the Secretary-General and to the CEO of the SE4ALL Association.

4.4.7 Except as otherwise specifically provided in this Agreement, the Parties will treat all discussions, information and reports of the SE4ALL Coordination Committee as Confidential Information as defined in and under the conditions set forth in Section 8.1, below.

#### **Article 5 – Project, Campaign and Activity Coordination by the Parties**

Section 5.1 Coordination of Mutual Operations: Subject to and with derogation from their respective mandates, activities and programmes, the Parties agree to coordinate their mutual operations and activities as follows:

5.1.1 Working through the SE4ALL Coordination Committee established by the Parties in accordance with Section 4.3, above, when the Parties both consider that UN System organization liaison and coordination would be appropriate for achievement of their mutual programmes and activities, the Parties shall arrange for such meetings with departments and offices of the United Nations Secretariat, with the subsidiary organs of the United Nations and with any other of the organizations of the United Nations System, to consider and to plan upcoming projects, campaigns, and other activities concerning the promotion of the aims and activities of the SE4ALL Movement in line with SDG-7.

5.1.2 Whenever feasible and consistent with internal policies or past practices established between the Parties, and to the extent that doing so would be consistent with regulations and rules governing their respective operations and activities, the Parties will seek to invite senior officials of one another's organizations to observe and participate, in a strictly advisory capacity, in such of their internal forums and mechanisms as will appropriately facilitate the coordination, planning and implementation of joint activities, programmes, projects and campaigns coordinated by the Parties in accordance with this Agreement.

5.1.3 Subject to the role and function of the SE4ALL Coordination Committee in coordinating the strategic planning and the operation of significant joint projects, campaigns and other activities carried out by the Parties in accordance with this Agreement, the Parties will ensure that their respective staff and other officials have the opportunity to collaborate with the staff and other officials of the other Party in order to effectively carry out joint projects, campaigns, and other activities otherwise coordinated by the Parties in accordance with this Agreement. Each of the Parties shall each bear its costs of travel and other expenses incurred by its employees, officials, agents or other representatives in carrying out such consultations.

Section 5.2 Coordination of Joint Programmes and Campaigns to Promote the Achievement of SDG-7 and the SE4ALL Movement in Line with SDG-7: Working through the SE4ALL Coordination Committee established in accordance with Section 4.3, above, and subject to and without derogation from their respective mandates, programmes and activities the Parties agree to coordinate all joint programmes, activities, projects and campaigns under this Agreement to promote the aims and activities of the SE4ALL Movement in line with SDG-7. The Parties shall deliver such joint programmes, activities, projects and campaigns through their respective administrative structures, including for the United Nations, through the UN Department of Economic and Social Affairs. To the extent required, the United Nations will involve officials from the subsidiary organs of the United Nations and any other of the organizations of the United Nations System.

Section 5.3 Participation by the SE4ALL Association in UN Campaigns and Initiatives: In any cases in which the United Nations agrees that the SE4ALL Association should collaborate with the United Nations or with other UN System organizations also collaborating with the United Nations on campaigns and initiatives or other programmes established by the United Nations, the SE4ALL Association shall work through the SE4ALL Coordination Committee established in accordance with Section 4.3, above. The SE4ALL Association shall ensure that any such collaboration is undertaken in accordance with this Agreement.

Section 5.4 Public-Private Partnership Opportunities: Working through the SE4ALL Coordination Committee established in accordance with Section 4.3, above, the Parties agree to collaborate to identify public-private partnership opportunities that will serve the aims and activities of the SE4ALL Movement in support of the achievement of SGD-7.

Section 5.5 Due Diligence in Obtaining Required Consents: In any case in which, in accordance with this Agreement, the consent, approval, agreement or determination of either or both of the Parties is required for the other Party to take any action under this Agreement, the Party required to give such consent or approval or to make such agreement or determination shall act with all due diligence, time being of the essence in obtaining and granting such consent, approval, agreement or determination.

#### **Article 6 – Advocacy and Fundraising Activities**

Section 6.1 Coordination of Advocacy and Fundraising by the SE4ALL Association: Working through the SE4ALL Coordination Committee established in accordance with Section 4.2, above, the Parties shall coordinate:

6.1.1 With respect to all significant jointly planned and coordinated advocacy and fundraising activities carried out by both or by either party in which the funds being raised or causes being advocated are in support of joint activities, programmes and projects aimed to support the SE4ALL Movement in line with SDG-7;

6.1.2 In the planning and promotion of any such significant jointly planned and coordinated fundraising and other advocacy activities to be carried out by either Party in accordance with or in furtherance of this Agreement; and

6.1.3 In order to ensure that the SE4ALL Association undertakes and conducts any such fundraising efforts in a manner that respects the guidelines, dignity, international character and status of the United Nations, the United Nations and the SE4ALL Association will exercise due care to avoid confusion in the minds



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of contributors between the activities of the SE4ALL Association and those of the United Nations.

Section 6.2 Coordinated Advocacy and Public Relations Campaigns: Working through the SE4ALL Coordination Committee established in accordance with Section 4.3, above, and subject to and without derogating from their respective mandates, programmes and activities, the Parties agree to regularly coordinate on any significant jointly planned advocacy or public relations campaigns carried out by the Parties that are intended to generate public awareness, support, goodwill, or any other form of publicity for or about the the SE4ALL Movement in line with SDG-7 more generally.

### **Article 7 – Monitoring and Reporting**

Section 7.1 Accountability: The United Nations and the SE4ALL Association acknowledge that project accountability and compliance with laws, rules, regulations and directives, as applicable to each Party, is necessary for successful implementation and operations under this Agreement. Accordingly, the United Nations and the SE4ALL Association agree to cooperate in implementing and monitoring their respective project oversight and evaluation procedures and policies to provide full and accurate accountability and compliance with project documents for projects and activities that the Parties may agree to conduct in accordance with this Agreement and to comply with laws, rules, regulations and directives which may be applicable to each Party.

Section 7.2 Monitoring, Evaluation and Reporting Responsibilities: The Parties agree as follows to monitor, evaluate and report on the jointly planned and coordinated projects, campaigns, and other activities undertaken by the Parties jointly or otherwise coordinated by the Parties under this Agreement.

Section 7.3 Financial Statements and other Reports to Governing Bodies: The Parties will cooperate as necessary and appropriate, in providing information required for their respective annual and other periodic financial reporting and, as necessary, for reporting to their respective governing bodies on their joint activities and their finances relating to their joint programmes, activities, projects and campaigns in support of the SE4ALL Movement in line with SDG-7.



Section 7.4 UN Auditing and Accounting: The Parties acknowledge and agree that the auditing of and accounting by the United Nations for any funds that may be contributed by the SE4ALL Association to the United Nations for purposes consistent with this Agreement shall, upon receipt by the United Nations, be exclusively subject to the Financial Regulations and Rules of the United Nations or other regulations and rules established by the United Nations in accordance with the Charter of the United Nations and any decisions or resolutions of the General Assembly of the United Nations..

Section 7.5 Cooperation with United Nations Audits and Investigations: At any time during the Term of this Agreement and for a period of three (3) years following the expiration of the Term of or the prior termination of this Agreement, the United Nations may, in accordance with the applicable resolutions of the General Assembly or applicable regulations, rules or pertinent administrative issuances of the United Nations, conduct investigations or audits relating to any aspect of this Agreement or the conclusion thereof, the rights and obligations of the Parties under this Agreement, and the operations of the Parties generally relating to performance of this Agreement. Such investigations or audits will be carried out by either the internal or external auditors of the United Nations. Subject to any laws, rules, regulations or other legal restrictions applicable to the SE4ALL Association, the SE4ALL Association shall provide its full and timely cooperation with any such investigations or audits. Such cooperation by the SE4ALL Association shall include, but shall not be limited to, the SE4ALL Association's making available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions, as well as granting access to officials of the United Nations for these purposes to the SE4ALL Association's premises and offices at reasonable times and on reasonable conditions. Subject to any laws, rules, regulations or other legal restrictions applicable to the SE4ALL Association, the SE4ALL Association shall require its agents, including, but not limited to, the SE4ALL Association's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations or audits carried out by the United Nations in accordance with this Agreement.

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### Article 8 General Conditions

Section 8.1 Confidentiality: The Parties acknowledge and agree that information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of this Agreement, and that is designated as confidential (“Confidential Information”), shall be held in confidence by that Party and shall be handled as follows:

8.1.1 The Recipient shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Confidential Information as it uses with its own similar Confidential Information that it does not wish to disclose, publish or disseminate, and the Recipient shall use the Discloser’s Confidential Information solely for the purpose for which it was disclosed.

8.1.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Confidential Information as confidential in accordance with the provisions of this Agreement and, in particular, in accordance with this Section 8.1, the Recipient may disclose Confidential Information to:

- (a) Any other person or entity with the Discloser’s prior written consent; and,
- (b) The Recipient’s employees, officials, representatives and agents who have a need to know such Confidential Information for purposes of performing obligations under this Agreement, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Confidential Information for purposes of performing obligations under this Agreement, provided that, for these purposes a controlled legal entity means:
  - (i) A corporate entity, whether for-profit or not-for-profit, in which the Party owns or otherwise controls, whether directly or indirectly, fifty percent (50%) of voting shares or other elements of control thereof;

- (ii) Any entity over which the Party exercises effective managerial control; or,
- (iii) For the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

8.1.3 The SE4ALL Association may disclose Confidential Information to the extent required by law provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the SE4ALL Association will give the United Nations sufficient prior notice of a request for the disclosure of such Confidential Information in order to allow the United Nations a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

8.1.4 The United Nations may disclose Confidential Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions, decisions or regulations of the General Assembly or rules promulgated thereunder.

8.1.5 The Recipient shall not be precluded from disclosing Confidential Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

8.1.6 These obligations and restrictions of confidentiality shall be effective during the Term of this Agreement, and, unless otherwise provided in this Agreement, shall remain effective for not less than five (5) years following any expiration or earlier termination of this Agreement.

Section 8.2 Intellectual property rights: Unless otherwise agreed in writing by the Parties and notwithstanding any funding provided to the United Nations by the SE4ALL Association, the United Nations shall be entitled to all intellectual property and other

proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which derive from activities jointly conducted or otherwise undertaken in coordination with the SE4ALL Association to the United Nations, and the United Nations grants to the SE4ALL Association a perpetual license to use such intellectual property or other proprietary rights for the charitable and non-commercial purposes and activities of the SE4ALL Association. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights owned by or otherwise controlled by the SE4ALL Association and that: (i) were provided or licensed to the SE4ALL Association by any person or entity; (ii) pre-existed the performance by the Parties of any of their obligations under this Agreement, or (iii) the SE4ALL Association may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under this Agreement, the United Nations does not and shall not claim any ownership interest thereto, and the SE4ALL Association grants to the United Nations a perpetual license to use such intellectual property or other proprietary rights as may be necessary for effectuating the purposes of and the requirements of this Agreement.

Section 8.3 Assignments and Third Party Beneficiaries: Neither Party shall assign any rights or delegate any obligations arising from or related to this Agreement without the express written consent of the other Party, and any such assignment or delegation by a Party without the other Party's written consent shall have no binding effect on the other Party. The Parties agree that nothing in this Agreement is intended to or shall create any rights for any third parties. Each Party shall be exclusively responsible for dealing with any third parties with whom such Party may have entered into one or more transactions relating to or arising from this Agreement.

Section 8.4 Responsibility for Third Party Claims: In order to ensure that, in accordance with the Financial Regulations and Rules of the United Nations, the United Nations shall not bear any liabilities, whether direct or indirect, from any contributions, whether in cash or in kind, made to the United Nations from the SE4ALL Association pursuant to this Agreement, the SE4ALL Association shall fully compensate the United Nations for all reasonable costs, charges and financial liabilities actually incurred by the United Nations in defending and in fully and finally resolving any claims by any third party

brought against the United Nations in any circumstances in which, but only to the extent that, such claims materially arise from acts or omissions of the SE4ALL Association giving rise to the legal liability of the United Nations to such third parties. The United Nations shall promptly notify the SE4ALL Association of any such third party claims, and the Parties shall coordinate to ensure the effective and timely resolution of any such claims. The United Nations shall not settle or compromise any claim or consent to any final arbitral award or other final resolution of such third party claim or claims regarding which the United Nations is seeking compensation from the SE4ALL Association hereunder without the SE4ALL Association's prior written consent. The SE4ALL Association may assume, at its sole option, control the defense, appeal or settlement of any third party claim that is reasonably likely to give rise to its obligation to compensate the United Nations under this Section 8.4, except with respect to the assertion or defense of the privileges and immunities of the United Nations or any matter relating thereto, for which only the United Nations is authorized to assert and maintain. If the SE4ALL Association elects to assume the defense of any such third party claims, the United Nations shall have the right, at its own expense, to be represented in any proceedings related to any such claim by independent counsel of its own choosing.

Section 8.5 Insurance: The SE4ALL Association shall acquire and maintain such insurance as the Parties shall reasonably agree is necessary to meet the obligations set forth in Section 8.4, above. The SE4ALL Association shall provide the United Nations copies of any insurance policies maintained by the SE4ALL Association in accordance with this Section 8.5.

## **Article 9 – Dispute Resolution**

Section 9.1 Management Escalation: Whenever problems or disputes of any kind concerning the activities of the Parties under this Agreement arise, the Parties shall seek to promptly address such problems or disputes through discussions between authorized officials of the Parties. Should such problems or disputes remain unresolved following such discussions, the matter shall be referred to the SE4ALL Coordination Committee, and the co-chairpersons of the SE4ALL Coordination Committee shall promptly convene a

meeting of the SE4ALL Coordination Committee to consider and to seek to resolve any such problems or disputes. Unless the problems or disputes are resolved through consultations in the SE4ALL Coordination Committee, the co-chairpersons of the SE4ALL Coordination Committee shall, as soon as possible following such meeting of the SE4ALL Coordination Committee, report on the matter to the Secretary-General of the United Nations and to the Chair of the Administrative Board of the SE4ALL Association. The Secretary-General of the United Nations and the Chair of the Administrative Board of the SE4ALL Association shall then meet as soon as practicable and seek to resolve such problems or disputes.

Section 9.2 Amicable resolution of disputes: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of Agreement or the breach, termination, or invalidity thereof.

Section 9.3 Arbitration of Disputes, Controversies or Claims: Any dispute, controversy, or claim between the Parties arising out of this Agreement or the breach, termination, or invalidity thereof, unless settled amicably under Section 9.2, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, and such arbitral proceedings and their disposition shall be conducted on the following basis:

9.3.1 The "place of arbitration," within the meaning of the UNCITRAL Arbitration Rules, shall be New York City. The Parties acknowledge and agree that, in light of the privileges and immunities of the United Nations that are being maintained in respect of this Agreement and otherwise, references to the "place of arbitration" shall not, in any respect whatsoever, mean the "seat" or the "juridical seat" or place of arbitration, but shall only connote where the arbitral proceedings physically shall take place.

9.3.2 The arbitral tribunal shall consist of three arbitrators appointed in accordance with the UNCITRAL Arbitration Rules.

9.3.3 In determining the rights and obligations of the Parties under this Agreement, the arbitral tribunal shall be guided:

- (a) First, by the generally accepted principles of international law, including the UNIDROIT Principles of International Commercial Contracts; and,
- (b) Second, by principles of the substantive laws of the Republic of Austria, as in effect from time to time, regarding the status and obligations of the SE4ALL Association under such substantive laws of the Republic of Austria but without giving effect to any procedural laws or rules governing or concerning the resolution of such dispute, controversy or claim, and without giving effect to conflicts of law principles or rules.

9.3.4 The arbitral tribunal shall have no authority to award consequential, incidental, indirect, exemplary, special or punitive damages.

9.3.5 The arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only.

9.3.6 The Parties shall be bound by any arbitration award rendered as a result of such arbitral proceedings as the final adjudication of any such dispute, controversy, or claim.

#### **Article 10 – Privileges and Immunities of the United Nations**

Section 10.1 Privileges and Immunities of the United Nations: In accordance with Article 105 of the Charter of the United Nations, 59 Stat. 1031 (26 June 1945), *reprinted in* 1945 U.S. Code Cong. & Admin. News, 961 et seq., as well as with the Convention on the Privileges and Immunities of the United Nations, 1 U.N.T.S. 15 (1946), the United Nations enjoys certain privileges and immunities necessary for the fulfilment of its purposes.



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Section 10.2 No Waiver, Express or Implied, of the Privileges and Immunities of the United Nations: Nothing in or relating to this Agreement shall be a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### Article 11 – Miscellaneous

Section 11.1 Notices: Any notice required to be given by either Party under this Agreement shall be given in writing, shall be deemed given when actually received by the other Party, and shall be conveyed via first class mail, postage prepaid, or via private courier, facsimile, or electronic mail, and shall, unless otherwise notified by a Party to be delivered to another address, be delivered to the following addresses:

11.1.1 If the notice is addressed to the United Nations:

The United Nations  
Attn: Chef de Cabinet  
405 East 42nd Street, S-3805  
New York, NY 10017  
Telephone: 1-(212) 963-4366  
E-mail: sgcentral@un.org

11.1.2 If the notice is addressed to the SE4ALL Association:

The SE4ALL Association  
Andromeda Tower, 15th Floor  
Donau-City-strasse 6  
A-1220, Vienna, Austria

11.1.3 If a notice is given by either Party under Section 9.2 or Section 9.3, a copy shall be sent to the following addresses:

Office of Legal Affairs  
General Legal Division  
ATTN: Director  
Room S-3675  
United Nations  
New York, NY 10017  
Telephone: (212) 963-5348  
Facsimile: (917) 367-1416/1355/1334

Section 11.2 Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the authorized officials of the Parties have signed this Agreement on the dates set forth below:

FOR THE UNITED NATIONS:

Signed: \_\_\_\_\_

By: Edmond Mulet  
Title: Chef de Cabinet

Dated: 23 December 2016

FOR THE SE4ALL ASSOCIATION:

Signed: \_\_\_\_\_

By: Chad Holliday  
Title: Chair, Administrative Board

Dated: 23 December 2016

*Handwritten signature*

*Handwritten signature*

**RELATIONSHIP AGREEMENT  
BETWEEN  
THE UNITED NATIONS  
AND  
THE SE4ALL ASSOCIATION**

**ANNEX A**

**Terms of Reference of the "SE4ALL Advisory Committee"**

**RELATIONSHIP AGREEMENT BETWEEN  
THE UNITED NATIONS AND THE SE4ALL ASSOCIATION**

**Annex A**

**TERMS OF REFERENCE  
FOR THE ADVISORY COMMITTEE ON SUSTAINABLE ENERGY FOR ALL**

**Context**

The Advisory Committee on Sustainable Energy for All (“Advisory Committee”) was established with the signing of the Relationship Agreement between the United Nations and the SE4ALL Association, dated as of 23 December 2016 (“Relationship Agreement”), pursuant to Section 4.2 thereof. The Parties to the Relationship Agreement have established the Advisory Committee in order to benefit from the views and strategic advice of individuals working across all dimensions of the Sustainable Energy for All Movement. Its goal will be to gain input and feedback as well as to task the Advisory Committee on issues of concern in the progress towards to sustainable energy for all and issues of sustainable energy as they relate to the broader achievement of the Sustainable Development Goals relating thereto.

The Terms of Reference for the Advisory Committee, as set forth herein, are annexed to, but shall not contravene, modify, amend or supersede any provisions of, the Relationship Agreement which define the legal relationship between and the rights and obligations of the United Nations and the SE4ALL Association. Additionally, nothing in these Terms of Reference for the Committee set forth herein shall be construed as modifying the daily ongoing activities and operations of the Parties or the working relationship between the Parties, including their respective officials.

**Purpose**

The Advisory Committee will function in order to advise the Parties on all matters relating to their joint activities and cooperation and for supporting, on an ongoing basis, the SE4ALL Movement in line with SDG-7. It is the principal forum for the Parties to solicit and receive advice on their joint activities from government, private sector and civil society leaders engaged in activities around sustainable energy for all, recognizing the need for diverse voices to engage with each other and directly with the leaderships of the Parties. The nature, purpose and activities of the Committee shall be exclusive to the ongoing relationship between the United Nations and the SE4ALL Association as set forth in the Relationship Agreement.

The Advisory Committee is intended to provide a forum for effective advice and strategic guidance. The Advisory Committee is not intended to and shall not make decisions affecting the rights and obligations of the Parties under the Relationship Agreement but may only make recommendations for actions to be taken by the Parties subject to and in

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accordance with the Relationship Agreement and their respective regulations, rules and policies governing their operations.

**Composition and Chairmanship**

The Secretary-General will invite the President of the World Bank Group to join him as co-chair. The parties, in consultation with the President of the World Bank Group, shall agree on the membership of the Advisory Committee. The Secretary-General of the UN shall invite individuals to join the Advisory Committee and convene its meetings. The Advisory Committee members shall be ministerial level or higher representatives of governments, CEOs of companies and civil society organizations.

The responsibilities of the co-chairpersons include:

- Organising meetings of the Advisory Committee as convened by the Secretary-General at least one meeting per year.
- Making public the conclusions of the Advisory Committee.

The co-chairpersons will be supported by the Parties, in their duties.

**Term**

Members of the Advisory Committee will serve for an initial term of two years following acceptance of the Secretary-General's invitation.

**Meetings and Procedures**

*Frequency and Venue*

The Advisory Committee shall meet at least once a year, on dates and at time and locations that are determined by the co-chairpersons, with sufficient notice, not less than four months, given the stature of members. Advisory Committee members may designate a Sherpa and meeting preparation, jointly coordinated by the Parties, will be conducted with the Sherpas. Such coordination may be through remote telecommunications, including teleconference, videoconference, Internet communications or other similar remote participation means.

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*Agenda*

The agenda for each Committee meeting will be agreed on by the co-chairpersons not less than six weeks prior to the agreed date of the meeting.

*Supporting documentation*

All supporting documentation for each Committee meeting, as mutually agreed upon by the co-chairpersons, shall be distributed to the Committee members at least one month prior to the meeting.

*Meeting Notifications*

Save the date notification of an Advisory Committee meeting shall be sent, not less than four months prior to the agreed date of the meeting. Invitations to Committee meetings will be sent out six weeks in advance.

*Meeting Chairs*

The Committee meetings shall be chaired jointly by both co-chairpersons. If one or both of the co-chairpersons are not present, he or she may appoint a member or members of the Committee to co-chair the meeting on their behalf.

*Special Meetings*

The Secretary-General may call a special meeting of the members of the Committee to ensure that the Parties can consider in a timely manner any significant project, campaign or other activity or matter. In convening the special meeting Advisory Committee members shall be provided the members of the Committee with notice stating the date, time and location of any such meetings and the agenda for or the purpose or purposes for which any such meetings are being called.

*Meeting Reports*

As soon as possible following the completion of each meeting of the Committee, the co-chairpersons shall agree on a summary report of the meeting that, at a minimum, shall state the agenda or purposes for the meeting, review key topics discussed during the meeting, and provide a summary of outcomes and any agreed recommendations for any possible

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actions to be taken by members of the Advisory Committee. The Meeting Report will be made public, through the channels of the co-chairpersons and the Parties.

**Committee Recordkeeping and Facilitating Functions**

The co-chairpersons shall each designate an individual or individuals who will act as focal point for their role as co-chairs, in order to prepare communication, agenda, reports, including summaries of outcomes and any agreed recommendations for any possible actions to be taken, maintain records of meetings and perform other tasks as requested by the Committee co-chairpersons. This work will be jointly coordinated by individuals designated by the SE4ALL Association and the United Nations respectively.



**RELATIONSHIP AGREEMENT  
BETWEEN  
THE UNITED NATIONS  
AND  
THE SE4ALL ASSOCIATION**

**ANNEX B**

**Terms of Reference of the “SE4ALL Coordination Committee”**

**RELATIONSHIP AGREEMENT BETWEEN  
THE UNITED NATIONS AND THE SE4ALL ASSOCIATION**

**Annex B**

**TERMS OF REFERENCE  
FOR THE SE4ALL COORDINATION COMMITTEE**

**Context**

The SE4ALL Coordination Committee (“SE4ALL-CC” or the “Committee”) was established with the signing of the Relationship Agreement between the United Nations and the SE4ALL Association, dated as of 23 December 2016 (“Relationship Agreement”), pursuant to Section 4.3 thereof. The Parties to the Relationship Agreement have established the Committee as a means for officials of both entities to regularly meet and to coordinate on joint activities and operational initiatives to support the larger movement of governments, the private sector and civil society promoting sustainable energy for all in line with Goal no. 7 of the Sustainable Development Goals relating thereto.

The Terms of Reference for the Committee, as set forth herein, are annexed to, but shall not contravene, modify, amend or supersede any provisions of, the Relationship Agreement which define the legal relationship between and the rights and obligations of the United Nations and the SE4ALL Association. Additionally, nothing in these Terms of Reference for the Committee set forth herein shall be construed as modifying the daily ongoing activities and operations of the Parties or the working relationship between the Parties, including their respective officials.

**Purpose**

The Committee is the principal forum established under the Restated Relationship Agreement to ensure strong and timely communication and coordination between the UN and the SE4ALL Association on significant joint projects, campaigns and other activities to be closely coordinated between the UN and the SE4ALL Association in accordance with the Relationship Agreement. The nature, purpose and activities of the Committee shall be exclusive to the ongoing relationship between the United Nations and the SE4ALL Association as set forth in the Relationship Agreement.

The Committee is a consultative body and is intended to provide a forum for effective communication and coordination between the Parties to the Relationship Agreement. The Committee is not intended to and shall not make decisions affecting the rights and obligations of the Parties under the Relationship Agreement but may only make recommendations for actions to be taken by the Parties subject to and in accordance with the Relationship Agreement and their respective regulations, rules and policies governing their operations.

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**Terms of Reference for the  
SE4ALL Coordination Committee**

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**Composition and Chairmanship**

The Secretary-General of the UN and the CEO of the SE4ALL Association shall each designate an equal number of members of the Committee. The Committee members shall be high-level officials of the UN and of the SE4ALL Association.

The Committee shall be co-chaired by a member of the Committee designated by the Secretary-General of the United Nations and a member of the Committee designated by the CEO of the SE4ALL Association.

As determined to be necessary or appropriate by the co-chairpersons, meetings of the Committee may be attended by persons, including but not limited to staff or other officials of the United Nations, including the subsidiary organs of the United Nations and any other of the organizations of the United Nations System that has concluded an appropriate agreement with the UN for these purposes, as well as be persons so designated by the SE4ALL Association.

The responsibilities of the co-chairpersons include:

- Convening at least two regular meetings per year.
- Informing the Secretary-General and the CEO of the Association on the matters discussed during the meetings, and provide a summary of outcomes, and any agreed recommendations for any possible actions to be taken.
- The UN co-chairperson and the SE4ALL Association co-chairperson will report to their respective Boards on the proceedings and outcomes of the Committee meetings.

**Term**

Members of the Committee will serve for an initial term of two years following their designation. Members may be reappointed to any number of successive two-year terms, as may be considered desirable by the official who designated them, i.e., the Secretary-General or the CEO of the SE4ALL Association

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**Terms of Reference for the  
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**Meetings and Procedures**

*Frequency and Venue*

The Committee shall hold regular meetings on dates and at time and locations that are determined by the co-chairpersons, provided, however, that such meetings are held on at least a semi-annual basis. Subject to the agreement of the co-chairpersons, participation at meetings of the Committee may be through remote telecommunications, including teleconference, videoconference, Internet communications or other similar remote participation means.

*Agenda*

The agenda for each Committee meeting will be agreed on by the co-chairpersons not less than four weeks prior to the agreed date of the meeting.

*Supporting documentation*

All supporting documentation for each Committee meeting, as mutually agreed upon by the co-chairpersons, shall be distributed to the Committee members at least two weeks prior to the meeting.

*Meeting Notifications*

Unless otherwise agreed by the UN and the SE4ALL Association, by the 31st day of January of each calendar year during the term of the Restated Relationship Agreement, the co-chairpersons shall be responsible for providing members of the Committee with notice by e-mail or other agreed form, stating the date, time and location of any such meetings and the agenda for or the purpose or purposes for which any such meetings are being called.

Invitations to Committee meetings will be sent out four weeks in advance. Invitations to the meetings will be accompanied by the agenda.

*Meeting Chairs*

The Committee meetings shall be chaired jointly by both co-chairpersons. If one or both of the co-chairpersons are not present, he or she may appoint a member or members of the Committee to co-chair the meeting on their behalf.

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***Special Meetings***

Either co-chairperson may call a special meeting of the members of the Committee to ensure that the Parties can consider in a timely manner any significant project, campaign or other activity or matter. The co-chairperson convening the special meeting shall provide the members of the Committee with notice by e-mail or other agreed form, stating the date, time and location of any such meetings and the agenda for or the purpose or purposes for which any such meetings are being called.

***Meeting Reports***

As soon as possible following the completion of each meeting of the Committee, the co-chairpersons shall agree on a summary report of the meeting that, at a minimum, shall state the agenda or purposes for the meeting, review key topics discussed during the meeting, and provide a summary of outcomes and any agreed recommendations for any possible actions to be taken by either or both of the Parties. The co-chairpersons shall provide such reports to the appropriate officials of their respective organizations.

**Operating Principles for Committee Meetings**

***Quorum***

A quorum of the Committee shall consist of the co-chairpersons and a minimum of four (4) members of the Committee, with two (2) of whom representing the United Nations and with two (2) of whom representing the Association.

***Confidentiality***

The Parties will treat all discussions, information and reports of the COMMITTEE as confidential information as defined in and under the conditions set forth in Section 10.2 of the Revised and Restated Relationship Agreement.

**Committee Recordkeeping and Facilitating Functions**

The United Nations and the SE4ALL Association shall each designate an equal number of individuals, who together will receive mutually agreed upon supporting documentation for each Committee meeting, prepare reports, including summaries of outcomes and any agreed

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recommendations for any possible actions to be taken, maintain records of meetings and perform other tasks as requested by the Committee co-chairpersons. The Parties agree that UN and the SE4ALL Association will be jointly responsible for distributing to the Committee members any meeting supporting documentation, reports and other documentation or materials agreed upon by the co-chairpersons.