مرســـوم ســـلطاني

رقـم ٧٢ / ٢٠٢٠

بالموافقة على انضمام سلطنة عمان

إلى الاتفاق الإطاري لإنشاء التحالف الدولي للطاقة الشمسية

نحن هيثـم بـن طـارق سلطان عمـان

بعد الاطلاع على النظام الأساسي للدولة ،

وعلى الاتفاق الإطاري لإنشاء التحالف الدولي للطاقة الشمسية المحرر في نيودلهي بتاريخ ٢٧ من مايو ٢٠١٧م ،

وبعد العرض على مجلس الشورى ،

وبناء على ما تقتضيه المصلحة العامة .

رسمنـا بمـا هـو آت

المـادة الأولـــى

الموافقة على انضمام سلطنة عمان إلى الاتفاق الإطاري لإنشاء التحالف الدولي للطاقة الشمسية ، وفقا للصيغة المرفقة .

المـادة الثانيـــة

على جهات الاختصاص إيداع وثيقة الانضمام إلى الاتفاق المشار إليه وفقا لأحكامه .

المـادة الثالثـــة

ينشر هذا المرسوم في الجريدة الرسمية ، ويعمل به من تاريخ صدوره .

صـدر في : ٢ من ذي الحجة سنـة ١٤٤١هـ

الموافـق : ٢٣ من يوليـــــو سنـة ٢٠٢٠م

هيثـم بن طـارق

سـلطان عـمـان

Framework Agreement on the establishment of the International Solar Alliance (ISA)

We, the Parties to this Agreement,

Recalling the Paris Declaration on the International Solar Alliance of 30th November 2015 and the shared ambition to undertake joint efforts required to reduce the cost of finance and the cost of technology, mobilize more than US $ 1000 billion of investments needed by 2030 for massive deployment of solar energy, and pave the way for future technologies adapted to the needs,

Recognizing that solar energy provides solar resource rich countries, lying fully or partially between the Tropics of Cancer and Capricorn, with an unprecedented opportunity to bring prosperity, energy security and sustainable development to their peoples,

Acknowledging the specific and common obstacles that still stand in the way of rapid and massive scale-up of solar energy in these countries,

Affirming that these obstacles can be addressed if solar resource rich countries act in a coordinated manner, with strong political impulse and resolve, and that better harmonizing and aggregating the demand for inter alia solar finance, technologies, innovation or capacity building, across countries, will provide a strong lever to lower costs, increase quality, and bring reliable and affordable solar energy within the reach of all,

United in their desire to establish an effective mechanism of coordination and decision-making among them,

Have agreed as follows:

Article I
Objective

Parties hereby establish an International Solar Alliance (hereinafter referred to as the ISA), through which they will collectively address key common challenges to the scaling up of solar energy in line with their needs.

Article II
Guiding Principles

1. Members take coordinated actions through Programmes and activities launched on a voluntary basis, aimed at better harmonizing and aggregating demand for, inter alia, solar finance, solar technologies, innovation, research and development, and capacity building.

2. In this endeavor, Members cooperate closely and strive for establishing mutually beneficial relationships with relevant organizations, public and private stakeholders, and with non-member countries.

3. Each Member shares and updates, for those solar applications for which it seeks the benefits of collective action under the ISA, and based on a common analytical mapping of solar applications, relevant information regarding: its needs and objectives; domestic measures and initiatives taken or intended to be taken in order to achieve these objectives; obstacles along the value chain and dissemination process. The Secretariat maintains a

database of these assessments in order to highlight the potential for cooperation.

4. Each Member designates a National Focal Point for the ISA. National Focal Points constitute a permanent network of correspondents of the ISA in Member countries. They inter alia interact with one another and also with relevant stakeholders to identify areas of common interest, design Programmes proposals and make recommendations to the Secretariat regarding the implementation of the objectives of the ISA.

Article III
Programmes and other activities

1. A Programme of the ISA consists of a set of actions, projects and activities to be taken in a coordinated manner by Members, with the assistance of the Secretariat, in furtherance of the objective and guiding principles described in article I and II. Programmes are designed in a way to ensure maximum scale effect and participation of the largest possible number of Members. They include simple, measurable, mobilizing targets.

2. Programme proposals are designed through open consultations among all National Focal Points, with the assistance of the Secretariat, and based on information shared by Members. A Programme can be proposed by any two Members or group of Members, or by the Secretariat. The Secretariat ensures coherence among all ISA Programmes.

3. Programme proposals are circulated by the Secretariat to the Assembly by digital circulation, through the network of National Focal Points. A Programme proposal is deemed open to adhesion by Members willing to join if it is supported by at least two Members and if objections are not raised by more than two countries.

4. A Programme proposal is formally endorsed by Members willing to join, through a joint declaration. All decisions regarding the implementation of the Programme are taken by Members participating in the Programme. They are carried out, with the guidance and assistance of the Secretariat, by country Representatives designated by each Member.

5. The annual work plan gives an overview of the Programmes, and other activities of the ISA. It is presented by the Secretariat to the Assembly, which ensures that all Programmes and activities of the annual work plan are within the overall objective of the ISA.

Article IV
Assembly

1. The Parties hereby establish an Assembly, on which each Member is represented, to make decisions concerning the implementation of this Agreement and coordinated actions to be taken to achieve its objective. The Assembly meets annually at the Ministerial level at the seat of the ISA. The Assembly may also meet under special circumstances.

2. Break-out sessions of the Assembly are held in order to take stock of the Programmes at Ministerial level and make decisions regarding their further implementation, in furtherance of article III.4.

3. The Assembly assesses the aggregate effect of the Programmes and other activities under the ISA, in particular in terms of deployment of solar energy, performance, reliability, as

well as cost and scale of finance. Based on this assessment, Members take all necessary decisions regarding the further implementation of the objective of the ISA.

4. The Assembly makes all necessary decisions regarding the functioning of the ISA, including the selection of the Director General and approval of the operating budget.

5. Each Member has one vote in the Assembly. Observers and Partner organizations may participate without having right to vote. Decisions on questions of procedure are taken by a simple majority of the Members present and voting. Decisions on matters of substance are taken by two-third majority of the Members present and voting. Decisions regarding specific Programmes are taken by Members participating in this Programme.

6. All decisions taken by the International Steering Committee of the ISA established by the Paris Declaration on the ISA of 30th November 2015 are submitted to the Assembly for adoption at its first meeting.

Article V
Secretariat

1. Parties hereby establish a Secretariat to assist them in their collective work under this Agreement. The Secretariat comprises of a Director General, who is the Chief Executive Officer, and other staff as may be required.

2. The Director General is selected by and responsible to the Assembly, for a term of four years, renewable for one further term.

3. The Director General is responsible to the Assembly for the appointment of the staff as well as the organization and functioning of the Secretariat, and also for resource mobilization.

4. The Secretariat prepares matters for Assembly action and carries out decisions entrusted to it by the Assembly. It ensures that appropriate steps are taken to follow up Assembly decisions and to co-ordinate the actions of Members in the implementation of such decisions. The Secretariat, inter alia, shall:
   a) assist the National Focal Points in preparing the Programmes proposals and recommendations submitted to the Assembly;
   b) provide guidance and support to Members in the implementation of each Programme, including for the raising of funds;
   c) act on behalf of the Assembly, or on behalf of a group of Members participating in a particular Programme, when so requested by them; and in particular establishes contacts with relevant stakeholders;
   d) set and operate all means of communication, instruments and cross-cutting activities required for the functioning of the ISA and its Programmes, as approved by the Assembly.

Article VI
Budget and Financial Resources

1. Operating costs of the Secretariat and Assembly, and all costs related to support functions and cross-cutting activities, form the budget of the ISA. They are covered by:

a) Voluntary contributions by its Members, Partner countries, UN & its agencies and other countries;
b) Voluntary contributions from private sector. In case of a possible conflict of interest, the Secretariat refers the matter to the Assembly for approval of the acceptance of the contribution;
c) Revenue to be generated from specific activities approved by the Assembly.

2. The Secretariat will make proposals before the Assembly to establish and enhance a Corpus Fund which will generate revenues for the budget of the ISA, with initial dotation of US $16 million.

3. Government of India will contribute US $ 27 million to the ISA for creating corpus, building infrastructure and recurring expenditure over 5 year duration from 2016-17 to 2020-21. In addition, public sector undertakings of the Government of India namely Solar Energy Corporation of India (SECI) and Indian Renewable Energy Development Agency (IREDA) have made a contribution of US $ 1 million each for creating the ISA corpus fund.

4. Financial resources required for the implementation of a specific Programme, other than administrative costs falling under the general budget, are assessed and mobilized by countries participating in this Programme, with the support and assistance of the Secretariat.

5. The finance and administration activities of the ISA other than Programmes may be outsourced to another organization, in accordance with a separate agreement to be approved by the Assembly.

6. The Secretariat with the approval of the Assembly may appoint an external auditor to examine the accounts of the ISA.

Article VII
Member and Partner Country status

1. Membership is open to those solar resource rich States which lie fully or partially between the Tropic of Cancer and the Tropic of Capricorn, and which are members of the United Nations. Such States become Members of the ISA by having signed this Agreement and having deposited an instrument of ratification, acceptance or approval.

2. Partner Country status may be granted by the Assembly to the States which fall outside the Tropic of Cancer and the Tropic of Capricorn, are members of the United Nations, and are willing and able to contribute to the objectives and activities provided in this Agreement.

3. Partner Countries are eligible to participate in Programmes of the ISA, with the approval of Members participating in the Programme.

Article VIII
Partner Organization

1. Partner Organization status may be granted by the Assembly to organizations that have potential to help the ISA to achieve its objectives, including regional inter-governmental

economic integration organizations constituted by sovereign States and at least one of which is a member of ISA.

2. Decisions regarding partnerships to be concluded in the context of a specific Programme are taken by countries participating in this Programme, with the approval of the Secretariat.

3. United Nations including its organs will be the Strategic Partner of the ISA.

Article IX
Observers

Observer status that may be granted by the Assembly to applicants for membership or partnership whose application is pending, or to any other organization which can further the interest and objectives of the ISA.

Article X
Status, privileges and immunities of the ISA

1. The ISA Secretariat shall possess juridical personality under the Host Country Agreement, the capacity to contract, to acquire and dispose of movable and immovable properties and to institute legal proceedings.

2. Under the same Host Country Agreement, the ISA Secretariat shall enjoy such privileges, applicable tax concessions and immunities as are necessary at its Headquarters for independent discharge of its functions and programmes, approved by the Assembly.

3. Under the territory of each Member, subject to its National Laws and in accordance with a separate Agreement, if necessary; the ISA Secretariat may enjoy such immunity and privileges that are necessary for the independent discharge of its functions and programmes.

Article XI
Amendments and withdrawal

1. Any Member may propose amendments to the Framework Agreement after expiry of one year from the commencement of the Framework Agreement.

2. Amendments to the Framework Agreement shall be adopted by the Assembly by two thirds majority of the Members present and voting. The amendments shall come into force when two thirds of the Members convey acceptance in accordance with their respective constitutional processes.

3. Any member may withdraw from the present Framework Agreement, by giving a notice of three months to the Depository in advance. Notice of such withdrawal are notified to the other Members by the Depository.

Article XII
Seat of the ISA

The seat of the ISA shall be in India.

Article XIII
Signature and entry into force

1. Ratification, acceptance or approval of the Framework Agreement is effected by States in accordance with their respective constitutional processes. This Framework Agreement shall enter into force on the thirtieth day after the date of deposit of the fifteenth instrument of ratification, acceptance or approval.

2. For Members having deposited an instrument of ratification, acceptance or approval after the entry into force of the Framework Agreement, this Framework Agreement shall enter into force on the thirtieth day after the date of deposit of the relevant instrument.

3. Once the ISA is established, the International Steering Committee of the ISA ceases to exist.

Article XIV
Depositary, registration, authentication of the text

1. The Government of the Republic of India is the Depositary of the Framework Agreement.

2. This Framework Agreement is registered by the Depositary pursuant to Article 102 of the Charter of the United Nations.

3. The Depositary transmits certified copies of the Framework Agreement to all Parties.

4. This Framework Agreement, of which Hindi, English and French texts are equally authentic, is deposited in the archives of the Depositary.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed the Framework Agreement.

DONE at New Delhi, India on Saturday, 27 May of 2017, in the Hindi, English and French languages, all texts being equally authentic.