



PARLIAMENT OF THE REPUBLIC OF FIJI

STANDING COMMITTEE ON FOREIGN AFFAIRS AND DEFENCE

REPORT ON THE REVIEW OF THE FRAMEWORK AGREEMENT ON THE ESTABLISHMENT OF THE INTERNATIONAL SOLAR ALLIANCE (ISA)



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CHAIR'S FOREWORD

I am pleased to present the report of the Standing Committee on Foreign Affairs and Defence (SCFAD), which was assigned to review and examine the **Framework Agreement on the establishment of the International Solar Alliance (ISA)** ("ISA Framework Agreement").

This report provides the committee's review, conclusion and recommendations from oral and written submissions received and deliberated upon by the Committee as per Standing Orders 110(e).

The report is divided into four parts:

Part 1 covers the **role and responsibilities** of the Standing Committee and the inquiry process in undertaking a review of the Framework Agreement on the establishment of the International Solar Alliance (ISA)

Part 2 provides a **brief overview** of the ISA Framework Agreement.

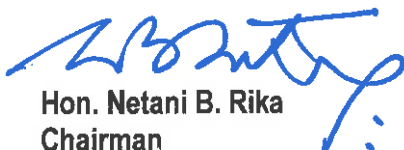
Part 3 details the Standing **Committee's observations** of the ISA Framework Agreement.

Part 4 provides a **summary of key provisions** of the ISA Framework Agreement.

Ratifying the ISA Framework Agreement will be beneficial to Fiji in terms of:

- (i) promoting solar technologies;
- (ii) enhance prosperity with new business models and investment in the solar sector;
- (iii) formulate projects and programmes to promote solar applications;
- (iv) develop innovative financial mechanisms to reduce cost of capital;
- (v) build a common knowledge e-Portal; and
- (vi) facilitate capacity building for promotion and absorption of solar technologies, and research and development among other countries.

I commend this report to Parliament for its consideration.


Hon. Netani B. Rika
Chairman

LIST OF ACRONYMS

COP	Conference of Parties
FEA	Fiji Electricity Authority
GCF	Green Climate Funds
IRENA	International Renewable Energy Agency
IEA	International Energy Agency
ISA	International Solar Alliance
REEEP	Renewable Energy and Energy Efficiency Partnership
REN 21	Renewable Energy Policy Network for the 21 st Century
SO	Standing Orders
TERI	The Energy and Resources Institute (Semi-Indian Government Arm)
USP	University of the South Pacific
USD	US Dollars
WAF	Water Authority of Fiji

COP LIST

COP 22	Marrakesh Agreement (22 nd session of the Conference of Parties held in Marrakesh, Morocco).
COP 23	Up-coming 23 rd session of the Conference of Parties will be held in Bonn, Germany.

1.0 RECOMMENDATION:

The Committee recommends that Parliament ratify the Framework Agreement on the establishment of the International Solar Alliance.

2.0 INTRODUCTION

The Parliament Standing Committee on Foreign Affairs and Defence undertook a review of the proposal by the Government of the Republic of Fiji on the Framework Agreement on the establishment of the International Solar Alliance (ISA).

2.1 The Standing Committee on Foreign Affairs and Defence

The Standing Committee is established under Standing Order 109(2)(e) of the Parliament of the Republic of Fiji. It is mandated to look into matters related to Fiji's relations with other countries, development aid, foreign direct investment, oversight of the military and relations with multi-lateral organisations.

Under SO 110(1)(e) the Committee is also tasked with reviewing international treaties and conventions ratified by the Government and monitor their implementation.

Section 51 of the Constitution states that "an international treaty or convention binds the State only after it has been approved by Parliament".

The Committee comprises of five Members of Parliament drawn from both sides of the House.

2.2 Committee Members

The members of the Standing Committee on Foreign Affairs and Defence are:

1. Hon. Netani Rika (Chairman)
2. Hon. Howard Politini
3. Hon. Alexander O'Connor
4. Hon. Mosese Bulitavu
5. Hon. Ratu Suliano Matanitobua

During the Standing Committee's meetings, the following alternate membership arose pursuant to Standing Order 115(5):

6. Hon. Jilila Kumar

2.3 Procedure and Program

The Committee placed advertisements in the *Fiji Sun* and the *Fiji Times* from the 3rd to 12th June 2017.

The Committee received oral submissions on the ISA Framework Agreement in the Parliament Complex from relevant stakeholders from the 8th to 27th June 2017.

3.0 REVIEW THE FRAMEWORK AGREEMENT ON THE ESTABLISHMENT OF THE INTERNATIONAL SOLAR ALLIANCE (ISA)

3.1 Background

On 23rd May 2017, the Framework Agreement on the establishment of the International Solar Alliance (ISA) was referred by Parliament to SCFAD for review. The Framework Agreement on the establishment of ISA was jointly launched at the United Nations Climate Change Conference in Paris on 30 November 2015 by the President of France and the Prime Minister of India. The ISA Secretariat is based in New Delhi, India.

3.2 Purpose of the ISA Framework Agreement

The ISA Framework Agreement establishes the International Solar Alliance (ISA); a multi-country partnership organization with membership from solar resource rich countries between the Tropic of Capricorn and the Tropic of Cancer.

3.3 Why is it relevant?

Fiji is geographically located among sun-rich countries lying fully along the Tropic of Capricorn and Tropic of Cancer which are relevant in seeking or massively ramp up the use of solar energy, thereby helping to reduce global greenhouse emissions while providing clean and cheap energy.

3.4 Key Provisions

The Paris declaration of the ISA allows countries to share the collective ambition to undertake innovative and concerted efforts with the view to reducing the cost of finance and cost of technology from the immediate deployment of competitive solar generation assets that would pave the way for future solar generation, storage and better technology adapted to countries' individual needs.

It also seeks joint efforts through innovative policies, projects, programmes, capacity building measures and financial instruments to mobilise more than USD \$1000 billion of much-needed investment opportunities by 2030 for the massive deployment of affordable solar energy projects.

The ISA will provide a platform to collaborate in addressing the identified gaps through a common agreed approach that will not duplicate or replicate the efforts of other international renewable organisations like the International Renewable Energy Agency (IRENA), Renewable Energy and Energy Efficiency Partnership (REEEP), International Energy Agency (IEA), Renewable Energy Policy Network for the 21st Century (REN 21), United Nations bodies and bilateral organisations.

Furthermore, it will continue to establish networks and develop synergies with these agencies in order to supplement their efforts in a sustainable and targeted manner.

4.0 SUMMARY OF THE FRAMEWORK AGREEMENT

4.1 Background

4.1.1 The Framework Agreement contains 14 Articles.

4.1.1.1 **Article I** establishes the ISA through which Members collectively address key common challenges to the scaling up of solar energy in line with their needs.

4.1.1.2 **Article II** relates to guiding principles for coordinated actions through programs and activities aimed at better harmonizing and aggregating demand for solar finance, solar technologies, research, development and capacity building. Each Member under this article is to designate a National Focal Point for coordination with each other and with the Secretariat of the ISA.

4.1.1.3 **Article III** relates to programmes of the ISA to ensure maximum scale effect and participation by Members for measurable targets. Programme proposals are designed through open consultations among all National Focal Points which are then circulated by the Secretariat to the Assembly, for support or objections. An annual work plan with an overview of the programmes and activities of the ISA is also presented by the Secretariat to the Assembly.

4.1.1.4 **Article IV** relates to the Assembly whereby each Member has one vote. Observers and partner organisations may also participate however they do not have voting rights. Decisions on matters brought before the Assembly are made by two-third majority of the Members present and voting.

4.1.1.5 **Article V** establishes the Secretariat to assist in the collective work of the ISA. The Secretariat comprises a Director General and other staff as may be required.

4.1.1.6 **Article VI** relates to budget and financial resources whereby operating costs of the Secretariat and the Assembly, and costs related to the support functions and cross-cutting activities form the budget of the ISA.

4.1.1.7 **Article VII** relates to the membership of the ISA for solar-rich countries that lie fully or partially between the Tropic of Cancer and the Tropic of Capricorn, and which are members of the United Nations.

4.1.1.8 **Article VIII** relates to partner organization status which may be granted by the Assembly to organisations that have potential to help the ISA reach its objectives.

- 4.1.1.9 **Article IX** relates observer status which may be granted by the Assembly to applicants for membership or partnership whose application is pending or to any other organisations which can further the interest and objectives of the ISA.
- 4.1.1.10 **Article X** relates to status, privileges and immunities of the ISA under the Host Country agreement.
- 4.1.1.11 **Article XI** provides that any Member may propose amendments to the Framework Agreement after the expiry of one year from the commencement of the Framework Agreement, which must be adopted by two-thirds of the Members present and voting. Article XI also provides that any Member may withdraw from the Framework Agreement by giving three months' notice to the Depository.
- 4.1.1.12 **Article XII** relates provides that the seat of the ISA is in India.
- 4.1.1.13 Article XIII provides for administrative matters such as signature and entry into force whereby the Framework Agreement comes into force on the thirtieth day after the date of deposit of the fifteenth instrument of ratification, acceptance or approval.
- 4.1.1.14 **Article XIV** relates to the Depository of the Framework Agreement being the Government of the Republic of India, registration and authentication of the text of the Framework Agreement.

5.0 COMMITTEE'S OBSERVATIONS AND AREAS OF CONCERN

5.1 Stakeholders' Observation

Submissions were received from relevant stakeholders on the Convention and the overwhelming majority were for ratification.

5.2 Gender Equality

The Parliament of Fiji Standing Orders 110(2) specifically states that a committee shall ensure that full consideration will be given to the principle of gender equality so as to ensure all matters are considered with regard to the impact and benefit on both men and women equally. The Committee is satisfied that the matters considered in this report will impact both women and men equally and as such, ratifying will not have an adverse impact on gender equality.

5.3 National Interest Analysis

5.3.1 Positive Aspects of the Convention to Fiji

- 5.3.1.1 Benefits for climate action through nationwide educational and adaptation on solar technologies programs from the rural to the urban communities.
- 5.3.1.2 Positive commitments from the private sector, civil society and religious groups to fight climate change progressively on a common front through adequate and sustainable stewardship on country, regional and global platforms.

5.3.2 Challenges

- 5.3.2.1 The University of the South Pacific Faculty of Science, Technology and Environment, Fiji Electricity Authority (FEA), Water Authority of climate resilience practitioners, government environmental agencies and the Solicitor General's Office shared the same concern during their submissions that there is a need to strengthen collective collaboration in terms of information sharing amongst private, public sectors, technical expertise and accreditation in accessing Green Climate Funds (GCF); joint climate action with remote communities in the major islands and the maritime zones.

5.3.3 Opportunities

- 5.3.3.1 The acceptance of the ISA Framework Agreement will help bring Fiji's laws and practice in line with international standards.
- 5.3.3.2 Being a part of this ISA Framework Agreement will promote certainty and predictability in laws, policies, best practices and work ethics to promote the International Solar Alliance with global responsibility and stewardship to the environment.

5.3.3.4 Access to funding from TERI (The Energy and Resource Institute-semi Indian Government arm specializing in solar power and technology) and GCF.

5.3.4 Cost

The ISA Framework Agreement will not have any significant cost implications for Fiji.

6.0 CONCLUSION

- 6.1 Fiji being a solar rich resource country and its membership of the International Solar Alliance (ISA) will provide it with opportunities to develop solar energy as an alternative to fossil fuels. The Committee agrees that the membership to the ISA gives access to policy, financial and technological assistance in terms of accessing alternative renewable energy sources.
- 6.2 The ISA will allow Fiji to have better access to funding and technical assistance for the development of its solar energy sector. This will further enhance Fiji's national and international efforts and commitments to address climate change adaptation and mitigation.
- 6.3 The Committee has put forward observations and recommendations to Parliament for the ratification of Framework Agreement on the establishment of the International Solar Alliance. The Framework Agreement is essential for the establishment of the ISA.

7.0 CONSIDERATION OF FRAMEWORK AGREEMENT ARTICLE BY ARTICLE

The Committee considered the Framework Agreement Article by Article and agreed with the Articles

INTERNATIONAL SOLAR ALLIANCE

WRITTEN ANALYSIS

1.0 INTRODUCTION

- 1.1 The International Solar Alliance (**'ISA'**) is a multi-country partnership organization with membership from solar resource rich countries between the Tropic of Capricorn and the Tropic of Cancer.
- 1.2 The Framework Agreement on the establishment of ISA (**'Framework Agreement'**) was jointly launched at the United Nations Climate Change Conference in Paris on 30 November 2015 by the President of France and the Prime Minister of India.
- 1.3 The key focus areas of the ISA are to:
 - (a) promote solar technologies;
 - (b) enhance prosperity with new business models and investment in the solar sector;
 - (c) formulate projects and programmes to promote solar applications;
 - (d) develop innovative financial mechanisms to reduce cost of capital;
 - (e) build a common knowledge e-Portal; and
 - (f) facilitate capacity building for promotion and absorption of solar technologies, and research and development among other countries.
- 1.4 The Paris declaration of the ISA allows countries to share the collective ambition to undertake innovative and concerted efforts with the view to reducing the cost of finance and cost of technology from the immediate deployment of competitive solar generation assets that would pave the way for future solar generation, storage and better technology adapted to countries' individual needs.

- 1.5 It also seeks joint efforts through innovative policies, projects, programmes, capacity building measures and financial instruments to mobilise more than USD 1000 billion of much-needed investment opportunities by 2030 for the massive deployment of affordable solar energy projects.
- 1.6 The ISA will provide a platform to collaborate addressing the identified gaps through an common agreed approach that will not duplicate or replicate the efforts of other international renewable organisations like the International Renewable Energy Agency (IRENA), Renewable Energy and Energy Efficiency Partnership (REEEP), International Energy Agency (IEA), Renewable Energy Policy Network for the 21st Century (REN 21), United Nations bodies and bilateral organisations.
- 1.7 Furthermore, it will continue to establish networks and develop synergies with these agencies in order to supplement their efforts in a sustainable and targeted manner.

2.0 SUMMARY OF THE FRAMEWORK AGREEMENT ON THE ESTABLISHMENT OF THE INTERNATIONAL SOLAR ALLIANCE

- 2.1 The Framework Agreement contains 14 Articles.
- 2.2 Article I establishes the ISA through which Members collectively address key common challenges to the scaling up of solar energy in line with their needs.
- 2.3 Article II relates to guiding principles for coordinated actions through programs and activities aimed at better harmonizing and aggregating demand for solar finance, solar technologies, research, development and capacity building. Each Member under this article is to designate a National Focal Point for coordination with each other and with the Secretariat of the ISA.
- 2.4 Article III relates to programmes of the ISA to ensure maximum scale effect and participation by Members for measurable targets. Programme proposals are designed through open consultations among all National Focal Points which are then circulated by the Secretariat to the Assembly, for support or objections. An annual work plan with an overview of the programmes and activities of the ISA is also presented by the Secretariat to the Assembly.
- 2.5 Article IV relates to the Assembly whereby each Member has one vote. Observers and partner organisations may also participate however they do not have voting rights. Decisions on matters brought before the Assembly are made by two-third majority of the Members present and voting.
- 2.6 Article V establishes the Secretariat to assist in the collective work of the ISA. The Secretariat comprises a Director General and other staff as may be required.
- 2.7 Article VI relates to budget and financial resources whereby operating costs of the Secretariat and the Assembly, and costs related to the support functions and cross-cutting activities form the budget of the ISA.

- 2.8 Article VII relates to the membership of the ISA for solar-rich countries that lie fully or partially between the Tropic of Cancer and the Tropic of Capricorn, and which are members of the United Nations.
- 2.9 Article VIII relates to partner organization status which may be granted by the Assembly to organisations that have potential to help the ISA reach its objectives.
- 2.10 Article IX relates observer status which may be granted by the Assembly to applicants for membership or partnership whose application is pending or to any other organisations which can further the interest and objectives of the ISA.
- 2.11 Article X relates to status, privileges and immunities of the ISA under the Host Country agreement.
- 2.12 Article XI provides that any Member may propose amendments to the Framework Agreement after the expiry of one year from the commencement of the Framework Agreement, which must be adopted by two-thirds of the Members present and voting. Article XI also provides that any Member may withdraw from the Framework Agreement by giving three months' notice to the Depository.
- 2.13 Article XII relates provides that the seat of the ISA is in India.
- 2.14 Article XIII provides for administrative matters such as signature and entry into force whereby the Framework Agreement comes into force on the thirtieth day after the date of deposit of the fifteenth instrument of ratification, acceptance or approval.
- 2.15 Article XIV relates to the Depository of the Framework Agreement being the Government of the Republic of India, registration and authentication of the text of the Framework Agreement.

3.0 REQUIREMENTS FOR IMPLEMENTATION

- 3.1 On 15 November 2016, Fiji along with 24 other countries signed the Framework Agreement while it was opened for signature during the COP 22 at Marrakesh, Morocco.
- 3.2 Article VII of the Framework Agreement relates to the membership of the ISA for solar-rich countries that lie fully or partially between the Tropic of Cancer and the Tropic of Capricorn, and which are members of the United Nations.
- 3.3 In order to be a member of the ISA, Fiji will need to deposit an instrument of ratification with the Depository pursuant to Article XIII of the Framework Agreement.

4.0 IMPACT OF THE ISA

- 4.1 As an island state, Fiji is one of the solar rich resource countries located between the Tropic of Capricorn and Tropic of Cancer.
- 4.2 Membership to the ISA gives Fiji access to policy, financial and technological assistance in terms of accessing alternative renewable energy sources.

- 4.4 Furthermore, being a member to the ISA reinforces Fiji's commitment towards climate change and reiterates the significance of Fiji's position of Presidency to the COP 23 in Bonn, Germany in November 2017.

APPENDICES

**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 Marrakech, on this 15th day of November 2016, in the Hindi, English and French languages, all texts being equally authentic.

**Accord cadre portant création de l'Alliance solaire internationale
(ASI)**

Nous, Parties au présent Accord,

Rappelant la Déclaration de Paris du 30 novembre 2015 sur l'Alliance solaire internationale ainsi que notre ambition commune d'entreprendre les efforts conjoints nécessaires pour réduire le coût du financement et des technologies, mobiliser plus de 1000 milliards USD d'investissements requis à l'horizon 2030 pour un déploiement massif de l'énergie solaire et ouvrir la voie à des technologies futures adaptées aux besoins,

Reconnaissant que l'énergie solaire offre aux pays riches en ressources solaires, situés entièrement ou partiellement entre les tropiques du Cancer et du Capricorne, une possibilité sans précédent d'apporter la prospérité, la sécurité énergétique et un développement durable à leurs populations,

Conscient des obstacles spécifiques et communs qui entravent encore un déploiement rapide et massif de l'énergie solaire dans ces pays,

Affirmant que ces obstacles peuvent être surmontés si les pays riches en ressources solaires agissent de façon coordonnée, avec une impulsion et volonté politique fortes, et qu'une meilleure harmonisation et agrégation de la demande, notamment de financement, de technologies, d'innovation ou de renforcement des capacités dans le domaine de l'énergie solaire, entre les pays, constituera un puissant levier pour abaisser les prix, améliorer la qualité et mettre une énergie solaire fiable et d'un coût abordable à la portée de tous,

Unies par leur volonté commune de mettre en place un mécanisme efficace de coordination et de décision entre elles,

Sommes convenues des dispositions suivantes :

Article 1er Objectif

Les Parties créent par les présentes une Alliance solaire internationale (ci-après dénommée ASI) à travers laquelle ils apporteront une réponse collective aux principaux obstacles communs à un déploiement d'énergie solaire à l'échelle de leurs besoins.

Article II

Principes directeurs

1. Les Membres prennent des mesures coordonnées par le biais de programmes et d'activités engagés sur une base volontaire, visant à mieux harmoniser et agréger la demande, notamment en matière de financement solaire, de technologies solaires, d'innovation, de recherche et de développement et de renforcement des capacités.
2. A cette fin, les Membres coopèrent étroitement et s'efforcent d'établir des relations mutuellement avantageuses avec les organisations compétentes, les parties prenantes publiques et privées et les pays non Membres.
3. Chaque membre partage et actualise, pour les applications solaires pour lesquelles il recherche les bénéfices d'une action collective dans le cadre de l'ASI, et sur la base d'une cartographie analytique commune des applications solaires, les informations pertinentes concernant : ses besoins et objectifs ; les mesures et initiatives nationales engagées ou prévues pour atteindre ces objectifs ; les obstacles rencontrés tout au long de la chaîne de valeur et du processus de diffusion. Le Secrétariat tient une base de données de ces analyses afin de souligner le potentiel de coopération.
4. Chaque Membre désigne un Point focal national pour l'ASI. Les Points focaux nationaux constituent un réseau permanent de correspondants de l'ASI dans les pays Membres. Ils échangent notamment les uns avec les autres ainsi qu'avec les parties prenantes concernées afin de définir des domaines d'intérêt commun, et de formuler des propositions de programmes et des recommandations à l'attention du Secrétariat en ce qui concerne la mise en œuvre des objectifs de l'ASI.

Article III

Programmes et autres activités

1. Un Programme de l'ASI se compose d'une série d'actions, de projets et d'activités à mener de manière coordonnée par les Membres, avec l'aide du Secrétariat, conformément à l'objectif et aux principes directeurs visés aux articles Ier et II. Les Programmes sont conçus de manière à assurer un effort d'échelle optimal et la participation du plus grand nombre de Membres possible. Ils comportent des objectifs simples, quantifiables et mobilisateurs.

2. Les propositions de Programme sont élaborées à travers des consultations ouvertes entre tous les Points focaux nationaux avec l'aide du Secrétariat et sur la base des informations partagées par les Membres. Un Programme peut être proposé par deux Membres ou un groupe de Membres ou par le Secrétariat. Le Secrétariat veille à la cohérence entre tous les Programmes de l'ASI.
3. Les propositions de Programme sont communiquées par le Secrétariat à l'Assemblée par diffusion numérique, par l'intermédiaire du réseau de Référents nationaux. Une proposition de Programme est réputée ouverte à l'adhésion des Membres désireux de s'y associer si elle est soutenue par deux Membres au moins et si aucune objection n'est formulée par plus de deux pays.
4. Une proposition de Programme est officiellement approuvée par le biais d'une Déclaration commune par les Membres désireux de s'y associer. Toutes les décisions concernant la mise en œuvre du Programme sont prises par les Membres participant audit Programme. Elles sont exécutées sous la conduite et avec le concours du Secrétariat, par les Représentants nationaux désignés par chaque Membre.
5. Le plan de travail annuel présente une vue d'ensemble des Programmes et des autres activités de l'ASI. Il est présenté par le Secrétariat à l'Assemblée, qui veille à ce que tous les Programmes et activités dudit Plan entrent dans le cadre de l'objectif global de l'ASI.

Article IV Assemblée

1. Les Parties mettent en place par les présentes une Assemblée où chaque Membre est représenté, chargée de prendre les décisions concernant la mise en œuvre du présent Accord et les actions coordonnées à mener pour réaliser son objectif. L'Assemblée se réunit chaque année au niveau ministériel au siège de l'ASI. Elle peut également se réunir dans des circonstances spéciales.
2. Des sessions en petits groupes sont organisées entre les Membres participant à chaque programme afin de faire le bilan au niveau ministériel et de prendre les décisions concernant leur mise en œuvre ultérieure en application de l'article III.4.

3. L'Assemblée évalue l'effet cumulé des Programmes et des autres activités menées dans le cadre de l'ASI, notamment du point de vue du déploiement de l'énergie solaire, de la performance, de la fiabilité ainsi que du coût et du volume de financement. Sur la base de cette évaluation, les Membres prennent toutes les décisions nécessaires concernant la poursuite de la mise en œuvre de l'objectif de l'ASI.
4. L'Assemblée prend toutes les décisions nécessaires en ce qui concerne le fonctionnement de l'ASI, notamment le choix du Directeur général et l'approbation du budget de fonctionnement.
5. Chaque Membre dispose d'une voix à l'Assemblée. Les Observateurs et les Organisations partenaires peuvent participer sans droit de vote. Les décisions sur les questions de procédure sont prises à la majorité simple des Membres présents et votants. Les décisions sur les questions de fond sont prises à la majorité des deux tiers des Membres présents et votants. Les décisions portant sur un programme spécifique sont prises par les Membres participant à ce programme.
6. Toutes les décisions prises par le Comité de pilotage international de l'ASI institué par la Déclaration de Paris du 30 novembre 2015 relative à l'ASI sont soumises à l'Assemblée pour adoption lors de sa première réunion.

Article V Secrétariat

1. Les Parties établissent par les présentes un Secrétariat chargé de les assister lors de leurs travaux collectifs dans le cadre du présent Accord. Le Secrétariat se compose d'un Directeur général, qui est l'administrateur général, ainsi que du personnel éventuellement nécessaire.
2. Le Directeur général est désigné par l'Assemblée et responsable devant elle pour un mandat de quatre ans, renouvelable une fois.
3. Le Directeur général est responsable devant l'Assemblée pour la nomination du personnel et l'organisation et le fonctionnement du Secrétariat ainsi que pour la mobilisation de ressources.
4. Le Secrétariat prépare les questions pour suite à donner par l'Assemblée et exécute les décisions dont il est chargé par celle-ci. Il veille à ce que les mesures adéquates soient prises pour assurer le suivi des décisions de

l'Assemblée et coordonner les actions des Membres dans la mise en œuvre de ces décisions. Le Secrétariat assure notamment les tâches ci-après :

- a) aider les Points focaux nationaux à préparer les propositions de Programme et les recommandations soumises à l'Assemblée ;
- b) fournir des orientations et un soutien aux Membres pour la mise en œuvre de chaque Programme, notamment pour la collecte de fonds ;
- c) agir au nom de l'Assemblée, ou au nom d'un groupe de Membres participant à un Programme spécifique, à leur demande, et notamment nouer des contacts avec les parties prenantes concernées ;
- d) établir et mettre en œuvre tous moyens de communications, instruments et activités transversales requis pour le fonctionnement de l'ASI et ses programmes, tels qu'approuvés par l'Assemblée.

Article VI **Budget et ressources financières**

1. Les frais de fonctionnement du Secrétariat et de l'Assemblée, ainsi que tous les frais liés aux fonctions d'appui et aux activités transversales constituent le budget de l'ASI. Ils sont couverts par :
 - a) des contributions volontaires de ses Membres, des Pays partenaires, des Nations Unies et de leurs institutions ainsi que d'autres pays ;
 - b) des contributions volontaires du secteur privé. En cas de conflit d'intérêt éventuel, le Secrétariat soumet la question à l'Assemblée pour approbation de l'acceptation de la contribution ;
 - c) les recettes pouvant être générées par des activités spécifiques approuvées par l'Assemblée.
2. Le Secrétariat présente des propositions à l'Assemblée en vue de mettre en place et de développer un Fonds de dotation qui générera des recettes pour le budget de l'ASI, avec une dotation initiale de 16 millions USD.
3. Le Gouvernement de l'Inde contribuera à hauteur de 27 millions USD à l'ASI pour la création du fonds, la mise en place des infrastructures ainsi que les dépenses récurrentes sur une période de cinq ans, de 2016-17 à 2020-21. Par ailleurs, les entreprises du secteur public du gouvernement indien, à savoir Solar Energy Corporation of India (SECI) et Indian Renewable Energy Development Agency (IREDA) ont apporté une contribution d'un million USD chacune pour la création du fonds de dotation de l'ASI.

4. Les ressources financières nécessaires pour la mise en œuvre d'un Programme spécifique, autres que les frais administratifs relevant du budget général, sont évaluées et mobilisées par les pays participant à ce Programme avec l'aide et le soutien du Secrétariat.
5. Les activités financières et administratives de l'ASI autres que les Programmes peuvent être sous-traitées à une autre organisation, conformément à un accord séparé à approuver par l'Assemblée.
6. Avec l'accord de l'Assemblée, le Secrétariat peut désigner un auditeur externe pour examiner les comptes de l'ASI.

Article VII Statut de Membre et de Pays partenaire

1. L'adhésion est ouverte aux Etats riches en ressources solaires situés totalement ou partiellement entre les tropiques du Cancer et du Capricorne et membres des Nations Unies. Ces Etats deviennent Membres de l'ASI après avoir signé le présent Accord et déposé un instrument de ratification, d'acceptation ou d'approbation.
2. Le statut de Pays partenaire peut être accordé par l'Assemblée aux Etats qui ne sont pas situés entre les Tropiques du Cancer et du Capricorne, sont Membres des Nations Unies et ont la volonté et la capacité de contribuer aux objectifs et activités prévues par le présent Accord.
3. Les Pays partenaires sont autorisés à participer aux Programmes de l'ASI avec l'accord des Membres participant au Programme.

Article VIII Organisation partenaire

1. Le statut d'Organisation partenaire peut être accordé par l'Assemblée à des organisations susceptibles d'aider l'ASI à réaliser ses objectifs, notamment des organisations intergouvernementales d'intégration économique régionale constituées par des Etats souverains dont l'un au moins est Membre de l'ASI.
2. Les décisions relatives aux partenariats à conclure dans le cadre d'un Programme spécifique sont prises par les pays participant à ce Programme avec l'approbation du Secrétariat.

3. Les Nations Unies, y compris leurs organes, seront le Partenaire stratégique de l'ASI.

Article IX Observateurs

Le statut d'Observateur peut être accordé par l'Assemblée à des candidats à l'adhésion ou au partenariat dont la demande est pendante ou à toute autre organisation pouvant servir les intérêts et objectifs de l'ASI.

Article X Statut, privilèges and immunités de l'ASI

1. Le Secrétariat de l'ASI possède la personnalité juridique en vertu de l'Accord de siège ainsi que la capacité de contracter, d'acquérir et d'aliéner des biens meubles et immeubles et d'ester en justice.
2. En vertu dudit Accord de siège, le Secrétariat de l'ASI jouit des privilèges, avantages fiscaux et immunités applicables nécessaires à son Siège pour s'acquitter de ses fonctions et exécuter ses programmes en toute indépendance, et approuvés par l'Assemblée.
3. Sur le territoire de chaque Membre, sous réserve de sa législation nationale et conformément à un Accord séparé, si nécessaire, le Secrétariat de l'ASI peut jouir des immunités et privilèges nécessaires pour s'acquitter de ses fonctions et exécuter ses programmes en toute indépendance.

Article XI Amendements et retrait

1. Tout Membre peut proposer des amendements à l'Accord cadre après l'expiration d'un an à compter de la date d'entrée en vigueur de l'Accord cadre.
2. Les amendements à l'Accord cadre sont adoptés par l'Assemblée à la majorité des deux tiers des Membres présents et votants. Ces amendements entrent en vigueur lorsque les deux tiers des Membres ont exprimé leur approbation conformément à leurs procédures constitutionnelles respectives.
3. Tout Membre peut se retirer du présent Accord cadre moyennant un

préavis de trois mois adressé au Dépositaire. Ce retrait est notifié aux autres Membres par le Dépositaire.

Article XII **Siège de l'ASI**

Le siège de l'ASI est établi en Inde.

Article XIII **Signature et entrée en vigueur**

1. L'Accord cadre est ratifié, accepté ou approuvé par les Etats conformément à leurs procédures constitutionnelles respectives. Il entre en vigueur le trentième jour qui suit la date de dépôt du quinzième instrument de ratification, d'acceptation ou d'approbation.
2. Pour les Membres qui ont déposé un instrument de ratification, d'acceptation ou d'approbation après l'entrée en vigueur de l'Accord cadre, celui-ci entre en vigueur le trentième jour qui suit la date de dépôt de l'instrument en question.
3. Une fois l'ASI établie, le Comité directeur international de l'ASI cesse d'exister.

Article XIV **Dépositaire, enregistrement, authentification du texte**

1. Le Gouvernement de la République de l'Inde est dépositaire de l'Accord cadre.
2. Le présent Accord cadre est enregistré par le Dépositaire conformément à l'article 102 de la Charte des Nations Unies.
3. Le Dépositaire transmet des copies certifiées conformes de l'Accord cadre à toutes les Parties.
4. Le présent Accord cadre, dont les textes français, hindî, et anglais font également foi, est déposé aux archives du Dépositaire.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet, ont signé
l'Accord cadre.

FAIT à Marrakech, le 15 Novembre 2016, en langues française, hindi, et
anglaise, tous les textes faisant également foi.

अंतरराष्ट्रीय सौर गठबंधन (आई एस ए) की स्थापना से संबंधित कार्य ढांचा करार

हम इस करार के पक्षकार के रूप में,

दिनांक 30 नवंबर, 2015 को आयोजित अंतरराष्ट्रीय सौर गठबंधन (आई एस ए) से संबंधित पेरिस घोषणा और इस प्रौद्योगिकी हेतु वित्त पोषण की लागत को कम करने हेतु अपेक्षित संयुक्त प्रयास करने के लिए अपने साझी महत्वाकांक्षा का स्मरण करते हुए सौर ऊर्जा के व्यापक दोहन हेतु वर्ष 2030 तक अपेक्षित 1000 बिलियन अमरीकी डॉलर से भी अधिक के निवेश की व्यवस्था करते हुए इस जरूरतों को पूरा करने हेतु अनुकूलित भावी प्रौद्योगिकियों का मार्ग प्रशस्त करते हुए;

इस बात को स्वीकार करते हुए कि सौर ऊर्जा कर्क रेखा और मकर रेखा के बीच पूर्णतः अथवा आंशिक तौर पर स्थित सौर संसाधन समृद्ध देशों को अपने देशवासियों के लिए समृद्धि, ऊर्जा सुरक्षा तथा टिकाऊ विकास करने के लिए एक अप्रत्याशित अवसर प्रदान करती है;

उन विशिष्ट एवं साझा अड़चनों को स्वीकार करते हुए जो इन देशों में सौर ऊर्जा के त्वरित एवं व्यापक प्रसार के मार्ग में अभी तक रोड़ा बनी हुई हैं;

इस बात की अभिप्रेति करते हुए कि इन अड़चनों को दूर किया जा सकता है, यदि सौर संसाधन समृद्ध देश साथ मिलकर एक मजबूत राजनीतिक जोश एवं इरादे के साथ काम करें और यह कि अन्य बातों के साथ-साथ सभी देशों में सौर अर्थव्यवस्था, प्रौद्योगिकियाँ, नवाचार अथवा क्षमता निर्माण के लिए मार्गों को बेहतर ढंग से एकजुट करने से लागतों को किरायायती बसाने, गुणवत्ता बढ़ाने और करोसेमद एवं किरायायती सौर ऊर्जा लाने में मदद मिलेगी जो सब के लिए सुलभ होगी;

सभी देशों के बीच समन्वयन एवं निर्णय लेने हेतु एक कारगर तंत्र स्थापित करने की इच्छा से साथ मिलकर;

4. प्रत्येक सदस्य राष्ट्र आई एस ए के लिए एक राष्ट्रीय फोकल बिंदु निर्धारित करेगा। राष्ट्रीय फोकल बिंदु में सदस्य राष्ट्रों में आई एस ए के संबद्धताओं का एक स्थायी नेटवर्क शामिल होगा। वे अन्य बातों के साथ-साथ एक-दूसरे के साथ और साथ ही संबंधित स्टैक होल्डर्स के साथ बातचीत करेंगे, ताकि साझा हित वाले क्षेत्रों का पता लगाया जा सके, कार्यक्रम प्रस्ताव तैयार किए जा सकें और आई एस ए के उद्देश्यों को लागू करने के संबंध में सचिवालय को सिफारिश कर सकें।

अनुच्छेद III

कार्यक्रम और अन्य कार्यक्रम

1. आई एस ए के कार्यक्रमों में सचिवालय के सहयोग से अनुच्छेद I तथा II में यथावर्णित उद्देश्यों तथा मार्गदर्शी सिद्धांतों को आगे बढ़ाने के लिए सदस्यों द्वारा की जाने वाली कार्रवाई, समन्वित रूप से शुरू की जाने वाली परियोजनाएं तथा कार्यक्रम शामिल हैं। कार्यक्रमों को इस प्रकार तैयार किया जाएगा ताकि इसका अधिक से अधिक प्रभाव हो और अधिक से अधिक संख्या में सदस्य राष्ट्रों की भागीदारी सुनिश्चित की जा सके। इनमें सरल, परिमाणीय, संघटनमूलक लक्ष्य शामिल हैं।
2. कार्यक्रम संबंधी प्रस्तावों को सदस्यों द्वारा साझा की गई सूचनाओं के आधार पर सचिवालय के सहयोग से सभी राष्ट्रीय फोकल बिंदुओं के बीच खुले परामर्श के माध्यम से तैयार किया जाता है। किसी भी कार्यक्रम का प्रस्ताव किन्हीं दो सदस्यों अथवा सदस्य समूह अथवा सचिवालय द्वारा किया जा सकता है। सचिवालय सभी आई एस ए कार्यक्रमों के बीच समन्वय सुनिश्चित करता है।
3. सचिवालय कार्यक्रम प्रस्तावों को राष्ट्रीय फोकल बिंदुओं के माध्यम से डिजिटल परिचालन द्वारा सभा को परिचालित करता है। शामिल होने के इच्छुक सदस्यों द्वारा समेकन हेतु ऐसे किसी भी कार्यक्रम प्रस्ताव को खुला समझा जाता है, यदि इसे कम-से-कम दो सदस्य राष्ट्रों का समर्थन हासिल हो और दो से अधिक राष्ट्रों द्वारा कोई आपत्ति न की गई हो।

4. शामिल होने के इच्छुक सदस्यों द्वारा एक संयुक्त घोषणा के जरिये औपचारिक तौर पर किसी कार्यक्रम प्रस्ताव का अनुसमर्थन किया जाता है। किसी कार्यक्रम के क्रियान्वयन के संबंध में सभी निर्णय इस कार्यक्रम में भाग लेने वाले सदस्यों द्वारा लिए जाते हैं। इसका निष्पादन सचिवालय के मार्गदर्शन एवं सहयोग से प्रत्येक सदस्य राष्ट्र द्वारा अभिनिर्धारित राष्ट्र प्रतिनिधि द्वारा किया जाता है।

5. वार्षिक कार्य योजना कार्यक्रमों तथा आई एस ए के अन्य कार्यक्रमों का सिंहावलोकन होती है। इसे सचिवालय द्वारा सभा को प्रस्तुत किया जाता है जो यह सुनिश्चित करता है कि वार्षिक कार्य योजना के सभी कार्यक्रम तथा कार्यक्रमों आई एस ए के समय उद्देश्यों के अनुरूप हैं।

अनुच्छेद IV

सभा

1. दोनों पक्षकार एतद्वारा सभा की स्थापना करेंगे जिसमें प्रत्येक सदस्य राष्ट्र का प्रतिनिधित्व होगा जो इस कार्यक्रम को लागू करने और इन उद्देश्यों को प्राप्त करने हेतु समन्वित कार्रवाई करने से संबंधित निर्णय लेंगे। इस सभा की मंजी वर्गीय बैठक आई एस ए में वार्षिक आधार पर आयोजित की जाएगी। यह सभा विशेष परिस्थितियों में भी बैठक आयोजित कर सकता है।

2. मंत्रालय स्तर पर कार्यक्रमों का जायजा लेने और अनुच्छेद III.4 के उद्देश्यों को आगे बढ़ाने के प्रयोजनार्थ इसे लागू करने संबंधी निर्णय लेने के लिए सभा का अल्पाधिक सत्र आयोजित किया जाता है।

3. सभा इंटरनेशनल सीलर अलाइअंस के अंतर्गत कार्यक्रमों और अन्य कार्यक्रमों खासकर सीर ऊर्जा के परिनियोजन, निष्पादन, विश्वसनीयता तथा लागत और वित्त के पैमाने के संबंध में सम्पूर्ण प्रभाव का आकलन करती है। इस आकलन के आधार पर सदस्य इंटरनेशनल सीलर अलाइअंस के उद्देश्य को आगे कार्यान्वित करने के बारे में सभी आवश्यक निर्णय लेते हैं।

4. सभा महानिदेशक के चयन और परिचालन बजट के अनुमोदन सहित इन्टरनेशनल सोलर अलाइअंस के कामकाज के बारे में सभी आवश्यक निर्णय लेती है।

5. प्रत्येक सदस्य का सभा में एक वोट होता है। प्रस्तावक और भागीदार संगठन मतदान के अधिकार के बिना इसमें भाग ले सकते हैं। कार्यविधि के प्रश्नों के संबंध में निर्णय उपस्थित सदस्यों के बहुमत और मतदान के द्वारा लिये जाते हैं। महत्वपूर्ण मुद्दों के संबंध में निर्णय उपस्थित सदस्यों के दो तिहाई बहुमत और मतदान के द्वारा लिये जाते हैं। विशिष्ट कार्यक्रमों के बारे में निर्णय इस कार्यक्रम में भाग ले रहे सदस्यों के द्वारा लिये जाते हैं।

6. 30 नवम्बर 2015 को इन्टरनेशनल सोलर अलाइअंस के संबंध में पेरिस घोषणा के द्वारा गठित इन्टरनेशनल सोलर अलाइअंस की अंतरराष्ट्रीय संचालन समिति द्वारा लिये गये सभी निर्णय सभा को प्रस्तुत किये जाते हैं ताकि इन्हें उसकी प्रथम बैठक में पारित किया जा सके।

अनुच्छेद V

सचिवालय

1. प्रस्तावक एतद् द्वारा इस करार के अंतर्गत अपने सामूहिक कार्य में सहायता के लिए एक सचिवालय की स्थापना करते हैं। सचिवालय में एक महानिदेशक, जो मुख्य कार्यकारी अधिकारी है, और यथापेक्षित आधार पर अन्य स्टाफ शामिल है।

2. महानिदेशक का चयन समिति द्वारा चार वर्ष की अवधि के लिए किया जाता है जिस और एक अवधि के लिए बढ़ाया जा सकता है। महानिदेशक समिति के प्रति उत्तरदायी है।

3. महानिदेशक स्टाफ की नियुक्ति, संगठन और सचिवालय के कामकाज तथा संसाधन जुटाने के लिए सभा के प्रति उत्तरदायी है।

4. सचिवालय सभा द्वारा कार्रवाई हेतु मामलों को तैयार करता है और सभा द्वारा सौंपे गए निर्णयों को कार्यान्वित करता है। यह सभा के निर्णयों के बाद समुचित कदम उठाये जाने और ऐसे निर्णयों के कार्यान्वयन में सदस्यों की कार्रवाइयों का समन्वय सुनिश्चित करता है। सचिवालय अन्य बातों के साथ-साथ निम्नलिखित कार्य भी करेगा:

- क) राष्ट्रीय फोकल बिन्दुओं को कार्यक्रम के प्रस्ताव तैयार करने में और सभा को प्रस्तुत की गई सिफारिशों में सहायता करेगा;
- ख) धन जुटाने सहित प्रत्येक कार्यक्रम के कार्यान्वयन में सदस्यों को मार्गदर्शन और सहयोग मुहैया कराएगा;
- ग) सभा की ओर से और किसी खास कार्यक्रम में भाग ले रहे सदस्यों के समूह के द्वारा अनुरोध किये जाने पर उनकी ओर से कार्य करेगा और खासकर सम्बद्ध भागीदारों के साथ सम्पर्क स्थापित करेगा;
- घ) सभा द्वारा यथानुमोदित इन्टरनेशनल सोलर अलाइअंस के कामकाज और उसके कार्यक्रमों के लिए अपेक्षित संचार, उपकरणों और क्रॉस-कटिंग के सभी साधन स्थापित करेगा और उनका प्रचालन करेगा।

अनुच्छेद VI

बजट और वित्तीय संसाधन

1. सचिवालय और सभा की प्रचालन लागतें तथा सहयोगी कामकाजों और क्रॉस-कटिंग कार्यक्रमों से जुड़ी सभी लागतें इन्टरनेशनल सोलर अलाइअंस के बजट में सम्मिलित हैं। इन्हें निम्नलिखित से जुटाया जाता है:

- क) इसके सदस्यों, भागीदार देशों, संयुक्त राष्ट्र और उसकी एजेंसियों तथा अन्य देशों द्वारा स्वैच्छिक अंशदानों द्वारा;
- ख) निजी क्षेत्र से स्वैच्छिक अंशदानों द्वारा। किसी संभावित हितों के टक्कराव की स्थिति में सचिवालय मामले को अंशदान के स्वीकरण के अनुमोदन हेतु सभा को भेजता है;

का सभा द्वारा अनुमोदित विशिष्ट कार्यक्रमों से उत्पन्न होने वाले राजस्व द्वारा।

2. सचिवालय समग्र निधि स्थापित करने और उसे बढ़ाने के लिए सभा के समक्ष प्रस्ताव रखेगा। समग्र निधि 16 मिलियन अमरीकी डॉलर के शुरुआती दान के साथ इन्टरनेशनल सोलर अलाइअंस के बजट के लिए राजस्व उत्पन्न करेगा।

3. भारत सरकार समग्र निधि, बुनियादी ढांचे के निर्माण और आवर्ती व्यय के लिए 2016-17 से 2020-21 तक पांच वर्ष की अवधि में इन्टरनेशनल सोलर अलाइअंस की 27 मिलियन अमरीकी डॉलर का अंशदान करेगी। इसके अतिरिक्त भारत सरकार के सार्वजनिक क्षेत्र के उपक्रम नामतः भारतीय सौर ऊर्जा निगम (एसईसीआई) और भारतीय नवीकरणीय ऊर्जा विकास एजेंसी (आईआरडीए) प्रत्येक ने इन्टरनेशनल सोलर अलाइअंस समग्र निधि के निर्माण के लिए 1 मिलियन अमरीकी डॉलर का अंशदान किया है।

4. आम बजट के अंतर्गत आने वाली प्रशासनिक लागतों को छोड़कर किसी विशिष्ट कार्यक्रम के कार्यान्वयन के लिए अपेक्षित वित्तीय संसाधनों का इस कार्यक्रम में भाग ले रहे देशों द्वारा सचिवालय के सहयोग और सहायता से आकलन किया जाता है और जुटाया जाता है।

5. इन्टरनेशनल सोलर अलाइअंस के कार्यक्रमों को छोड़कर वित्तीय और प्रशासनिक कार्यक्रमों को सभा द्वारा यथानुमोदित एक अलग कक्ष के अनुसार अन्य संगठन की आउटसोर्स किया जा सकता है।

6. सचिवालय इन्टरनेशनल सोलर अलाइअंस के लेखों की जांच के लिए सभा के अनुमोदन से किसी भी बाहरी लेखा परीक्षक को नियुक्त कर सकता है।

अनुच्छेद VII

सदस्य एवं भागीदार देश का दर्जा

1. सदस्यता उन देशों के लिए खुली है जो पूर्णतः अथवा अंशतः कर्क रेखा और मकर रेखा के बीच पड़ते हैं और संयुक्त राष्ट्र के सदस्य हैं। ऐसे देश इस प्रकार पर हस्ताक्षर करके और अनुसमर्थन, स्वीकरण अथवा अनुमोदन का दस्तावेज जमा करके इन्टरनेशनल सोलर अलाइअंस के सदस्य बनते हैं।
2. सभा द्वारा भागीदार देश का दर्जा उन देशों को दिया जा सकता है जो कर्क रेखा और मकर रेखा के बाहर हैं और संयुक्त राष्ट्र के सदस्य हैं तथा इस प्रकार में दिये गए उद्देश्यों और कार्यकलापों में अंशदान करने के इच्छुक हैं और अंशदान कर सकते हैं।
3. भागीदार देश कार्यक्रम में भाग ले रहे सदस्यों के अनुमोदन से इन्टरनेशनल सोलर अलाइअंस के कार्यक्रमों में भाग लेने के लिए पात्र हैं।

अनुच्छेद VIII

भागीदार संगठन

1. सभा द्वारा संप्रभु राज्यों द्वारा गठित अंतर सरकारी क्षेत्रीय आर्थिक एकीकृत संगठनों तथा जिनमें से कम से कम एक आईएसए का सदस्य हो हित जिनमें संगठनों में आईएसए को उनके लक्ष्यों को प्राप्त करने में सहायता करने की क्षमता है उन संगठनों को सभा द्वारा भागीदार संगठन का दर्जा दिया जाए।
2. किसी विशिष्ट कार्यक्रम के संदर्भ में भागीदारों के संबंध में अंतिम निर्णय इस कार्यक्रम में भाग लेने वाले राष्ट्रों द्वारा सचिवालय के अनुमोदन से लिया जाता है।
3. संयुक्त राष्ट्र अपने अंगों सहित आईएसए का रणनीतिक सहभागी होगा।

अनुच्छेद IX

पर्यवेक्षक

जिन आवेदकों का आवेदन सदस्यता अथवा भागीदारी के लिए लंबित है अथवा जो आईएसए के हिसाब तथा लक्ष्यों को आगे ले जा सकते हैं उन्हें सभा द्वारा पर्यवेक्षक का दर्जा दिया जा सकता है।

अनुच्छेद X

आईएसए का दर्जा, विशेषाधिकार तथा उन्मुक्तियाँ

1. आईएसए सचिवालय सेजबान राष्ट्र करार के अंतर्गत संविदा करने की क्षमता, चल-अचल संपत्तियों के अधिग्रहण और निपटान और विधिक कार्यवाही शुरू करने के लिए वैधिक व्यक्तित्व रखेगा।

2. इसी सेजबान राष्ट्र करार के तहत, आईएसए सचिवालय उन विशेषाधिकारों, लागू कर रियायतों तथा उन्मुक्तियों का उपयोग करेगा जो मुख्यालयों में सभा द्वारा अनुमोदित कार्यों तथा कार्यक्रमों को स्वतंत्र रूप से निपटाने के लिए आवश्यक होगा।

3. प्रत्येक सदस्य के क्षेत्र के अंतर्गत, उसके राष्ट्रीय कानूनों के अधीन और एक पृथक करार के अनुसार, यदि आवश्यक है, आईएसए सचिवालय ऐसे उन्मुक्तियों और विशेषाधिकारों का उपयोग कर सकेगा जैसे उसके कार्यों और कार्यक्रमों के स्वतंत्र निर्वह के लिए आवश्यक हो।

अनुच्छेद XI

संशोधन तथा प्रत्याहरण

1. कोई भी सदस्य अवसंरचना करार के लागू होने के एक वर्ष समाप्त होने के पश्चात अवसंरचना करार में संशोधन का प्रस्ताव रख सकता है।

2. सभा द्वारा अवसंरचना करार में संशोधन को उपस्थित एवं मताधिकार का प्रयोग करने वाले सदस्यों के दो-तिहाई बहुमत से अंगीकार किया जाएगा। जब संबंधित संवैधानिक प्रक्रियाओं के अनुसार दो-तिहाई सदस्य अपनी स्वीकृति देंगे, उसके पश्चात् ही ये संशोधन प्रभावी होंगे।

3. कोई भी सदस्य डिपोजिटरी को अधिकतम तौर पर तीन महीने का नोटिस देकर मौजूदा अवसंरचना करार से प्रत्याहार कर सकता है। ऐसे प्रत्याहारण की नोटिस को डिपोजिटरी द्वारा दूसरे सदस्य को अधिसूचित की जाएगी।

अनुच्छेद XII

आईएसए की पीठ

आईएसए की पीठ भारत में होगी।

अनुच्छेद XIII

हस्ताक्षर तथा प्रभावी होना

1. अवसंरचना करार का अनुसमर्थन, स्वीकरण अथवा अनुमोदन राष्ट्रों द्वारा उनकी उपयुक्त संवैधानिक प्रक्रियाओं के अनुसार संपन्न की जाएगी। यह अवसंरचना करार पंद्रहवें अनुसमर्थन, स्वीकरण अथवा अनुमोदन दस्तावेजों को जमा किए जाने के पश्चात् तेरहवें दिन से लागू होगा।

2. जो सदस्य इस अवसंरचना करार के लागू होने के पश्चात् अनुसमर्थन, स्वीकरण अथवा अनुमोदन दस्तावेज जमा करवाते हैं, उनके लिए यह अवसंरचना करार संगत दस्तावेजों को जमा करवाए जाने की तारीख के पश्चात् तेरहवें दिन से लागू होगा।

3. आईएसए की स्थापना होने के बाद आईएसए की अंतरराष्ट्रीय संचालन समिति समाप्त हो जाएगी।

इसके साक्ष्य में अधोहस्ताक्षरी ने विधिवत प्राधिकृत होकर इस अवसरचना करार पर हस्ताक्षर किए हैं।

मराकास, मोरक्को में वर्ष 2016 के नवंबर महीने के 15वें दिन हिंदी, अंग्रेजी तथा फ्रेंच भाषाओं में संपन्न किया गया, सभी पाठ एक समान प्रामाणिक होंगे।

फ़िजी के लिए

For the Republic of Fiji

Pour la République de Fidji

Baunama
(J. V. Baunama)

APPENDIX 1

POWERPOINT PRESENTATION



Parliament

Standing Committee on

Foreign Affairs and Defence

**Framework Agreement on
International Solar Alliance**

Ravind Kumar
Director of Meteorology



International Solar Alliance

- Moving ahead on low Carbon path;
- ISA will become an Intergovernmental Body registered under UN Charter;
- Comes into force once 15 countries have officially joined it;
- It is a joint partnership by India and France to bring together countries with high Solar resource;



International Solar Alliance: Key Focus

- Promotes Solar Technologies;
- Enhance prosperity with new business model and investment in Solar sector;
- Formulate projects and programmes to promote Solar applications;
- Develop innovative financial mechanisms to reduce cost of capital investment;
- Facilitate capacity development for promotion and transfer of Solar technologies, research and development to developing countries; and
- About 1 trillion USD will be required to advance the Solar energy projects – 1000 GW of Solar Energy.



International Solar Alliance: Requirements

- Fiji along with 24 other countries signed the Framework Agreement on 15 November 2016 in Marrakesh;
- Must be a Member of United Nations and Solar rich country lying fully or partially between Tropic of Capricorn and Tropic of Cancer; and
- To be the member of International Solar Alliance, Fiji need to deposit an instrument of rectification with the depositary pursuant to Article 13 of the Framework Agreement.



International Solar Alliance: Impacts

- As small island developing state, Fiji is a Solar rich country centrally located between the Tropic of Capricorn and Tropic of Cancer;
- Fiji's membership will allow access to policy, financial and technological assistance, capacity development, research and development in terms of accessing alternative renewable energy sources;
- Fiji will be able to get the most out of the opportunities made available as a member in terms of national policy framework which will enhance implementation of Solar energy projects;
- Fiji's membership will reinforce commitments towards reducing GHG emissions and fight against Climate Change adverse impacts; and
- Reiterates the significance of Fiji's leadership for Small Islands Developing States and Presidency to COP 23 in November 2017.



Way Forward – ISA

- Solar technologies including the harvesting of sunlight and daylight is the way forward for Fiji;
- Fiji as part of its green and blue economy policies are gradually moving away from dependence on fossil fuel to tapping on renewable and clean energy;
- Fiji is blessed to be part of the Sunshine Countries with Tropic of Cancer and Tropic of Capricorn so investing and sustainable use of sunlight is a step in the right direction.



Recommendation

It is recommended that:

1. Fiji accept the Doha Amendment to the Kyoto Protocol and submit its instrument of acceptance to the Depository of the Kyoto Protocol;
2. Fiji sign and ratify the Framework Agreement on establishment of the International Solar Alliance.

Kyoto Protocol (Doha Amendment) Paris Agreement

Response to Questions from the SCFAD

27/06/2017

Ministry of Fisheries

Overview

- Kyoto Protocol (Doha Amendment)
- Paris Agreement
 - Ratified on the 4th November 2016
 - to come into force in 2020
 - already ratified by 149 countries to date
 - Fiji was one of the 1st countries to sign and ratify it on the same day on 22 April 2016
 - Focus : voluntary agreement on Nationally Determined Contribution (NDC) to reduce GHG Emission to 2 degree C by 2100.

KYOTO PROTOCOL

- Adopted in Kyoto Japan in 1997, came into force in 2005. First commitment started in 2008 and ended in 2012,
- Under the protocol, countries must meet their targets through National Measures, by three (3) market based mechanism
 - International emissions trading
 - clean development mechanisms (CDM)
 - joint implementations (JI)
- Doha Amendment – 8 years extension of the KP, known as the second commitment period (Fiji yet to ratify).

Sourcing of funds – Q2

- Implications into the Fiji Economy.
 - Only Parties benefit through Carbon Trading Mechanism, Capacity Building and Technology Transfer including Climate Financing Mechanisms under both.

Positive and Negative Aspects – Fiji and Asia Pacific Region Q3

- Positive Aspects – as discussed above.
- Negative Aspects
 - difficulties in meeting technical requirements for the KP;
 - Lack of support from Developed countries to put together a work program and implementation plan for the Doha Amendment.
 - Negative Impacts of the Paris Agreement cost of implementations of the INDC if developed countries fail in their financial commitments.

Impacts on the two conventions on Fiji's ability to Source Climate Financing given its leadership role in COP23 – Q4

- Fiji's Leadership Role in COP23 opens up doors of opportunities for multiple benefits under the Paris Agreement;
- Fiji will be calling on countries to ratify the Doha Amendment and also the Paris Agreement therefore we should also work towards ratifying the Doha Amendment;
- Fiji's ratification of the Doha Amendment is a sign of our commitment under the UNFCCC.

How will the two conventions impact and shape Fiji's custodianship and responsibility as the Champion on World Ocean initiatives – Now and Future – Q5

- SDG 14 is interwoven with SDG 13 as with multiple other SDG's.
- Fiji's Leadership role under SDG 14 is already showing Local and Regional impacts on the grassroots communities, government and corporate entities and CSOs/NGOs and Donor and Research Institutions
- Fiji is a role model to other SIDS

International Solar Alliance (ISA)

- There is a great opportunity under this mechanism for reducing costs and emissions from fossil fuel through implementations of Solar power facilities across island and rural communities, for sustaining livelihoods, food security, and alleviating poverty.
- There is a need to build and strengthen this initiative through collaboration with the ISA in order to tap into benefits under the Agreement.

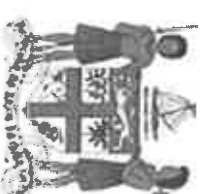
Lessons Learned

- No country is an island in itself – we are a part of a global community. It is a collective consensus.
- Fiji's International Recognition is largely due to its Leadership role with regards to International affairs both including climate change and SDGs.
- Fiji needs to be a party to International Mechanisms in order to access and share in the benefits under the Mechanisms.

WAY FORWARD

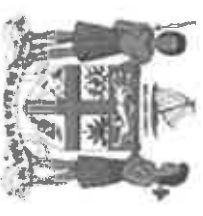
- Fiji to ratify the Doha Amendment with urgency.
- Support on the Framework Agreement on the establishment of the International Solar Alliance (ISA) and its implementations.

5. LESSONS LEARNT

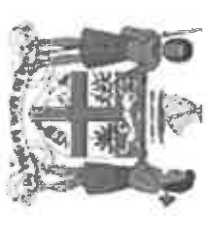


- Fiji has yet to ratify the Framework Agreement.
- Lessons learnt can be drawn from outcomes of the ISA and its collective efforts, programs and projects once Fiji is a party to the Framework Agreement.
- Fiji's membership would reinforce Fiji's commitment towards climate change and Presidency role in COP23.

6. *WAY FORWARD*



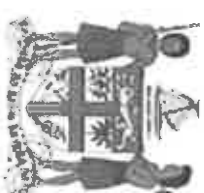
- It is recommended that Fiji be a member of the ISA and accordingly be a party to the Framework Agreement.
- For membership, Fiji is required to deposit an instrument of ratification with the Depository pursuant to Article XIII of the Framework Agreement.



THANK YOU

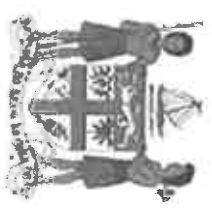
APPENDIX 2

WRITTEN SUBMISSIONS



FRAMEWORK AGREEMENT ON THE ESTABLISHMENT OF THE INTERNATIONAL SOLAR ALLIANCE (ISA)

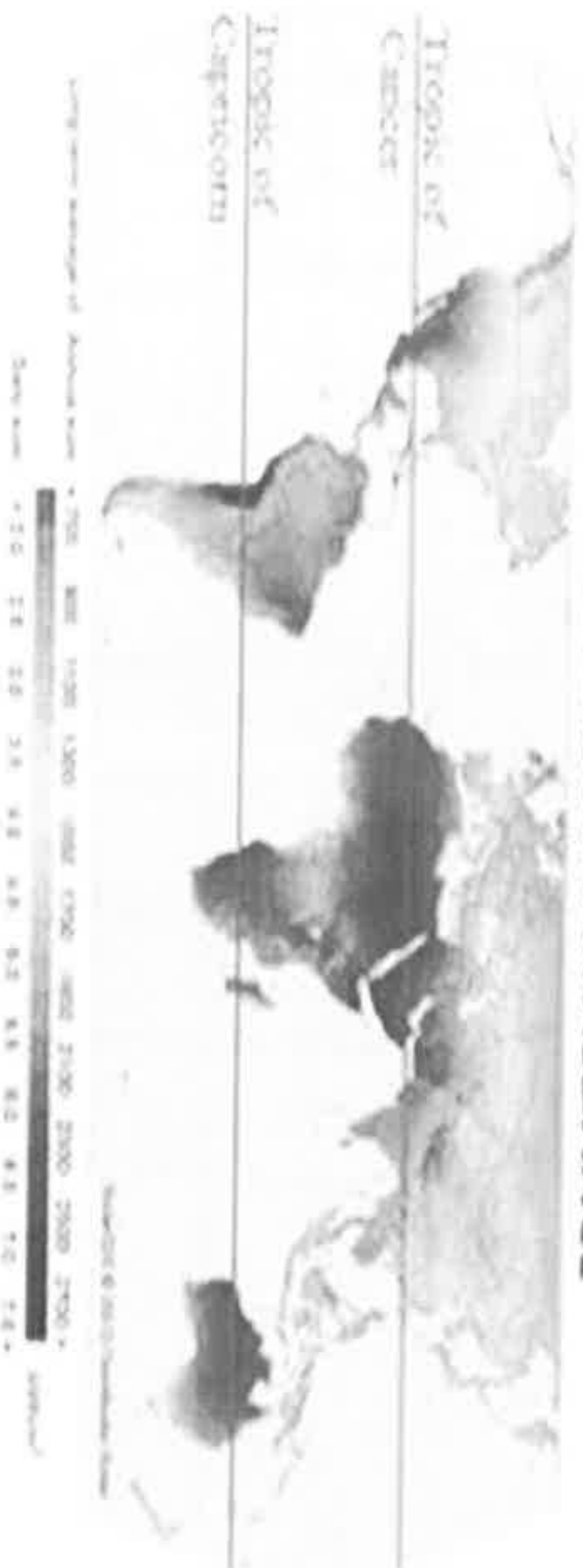
**Joint Submission by the Ministry of Economy- Climate Change
Unit/COP 23 Office, Ministry of Foreign Affairs and the Office of
the Solicitor-General
14 June 2017**



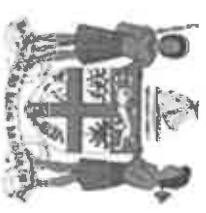
1. OVERVIEW OF THE INTERNATIONAL SOLAR ALLIANCE

- The International Solar Alliance is a multi-country partnership organisation with membership from solar rich countries between the Tropic of Cancer and the Tropic of Capricorn.

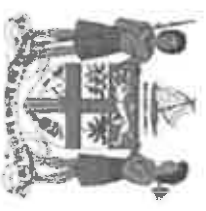
INTERNATIONAL SOLAR ALLIANCE



OVERVIEW OF ISA (CONT)



- Key focus areas of the ISA are to:
 - Promote solar technologies
 - Enhance prosperity with new business models and investment in the solar sector
 - Formulate projects and programmes to promote solar applications
 - Develop innovative financial mechanisms to reduce cost of capital
 - Build a common knowledge e-portal
 - Facilitate capacity building for promotion and absorption of solar technology, research and development



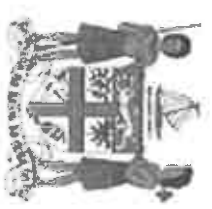
THE FRAMEWORK AGREEMENT

- The Framework Agreement on the Establishment of the International Solar Alliance was jointly launched by France and India in 2015 on the side-lines of COP 21.
- The Framework Agreement contains 14 Articles:
 - Article I – establishment of the ISA
 - Article II – guiding principles for coordinated actions through programs and activities and designation of a national focal point
 - Article III- programmes of the ISA and programme proposal process
 - Article IV- Assembly -each member has one vote while Observers and partner organisations may participate but not vote

THE FRAMEWORK AGREEMENT (CONT.)

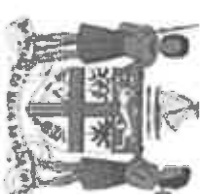


- Article V – establishment of the Secretariat (Director General and staff)
- Article VI – budget and financial resources (operating costs of Secretariat and Assembly, and support functions of ISA)
- Article VII- membership of solar-rich countries (fully or partially between Tropic of Cancer and Tropic of Capricorn)
- Article VIII- partner organisation status (organisations that have potential to help ISA reach its objectives)
- Article IX-observer status (applicants for membership or partnership in process or other organisation to further interest or objectives of ISA)
- Article X-status, privileges and immunities of ISA under the Host Country agreement



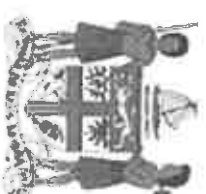
THE FRAMEWORK AGREEMENT (CONT.)

- Article XI – process for proposed amendments (after one year from commencement of the Framework Agreement and adopted by 2/3 of members present and voting) and withdrawal (3 months' notice to Depository)
- Article XII – seat of the ISA in India
- Article XIII- administrative matters – Framework Agreement comes into force on the thirtieth day after the date of deposit of the fifteenth instrument of ratification, acceptance or approval
- Article XIV-depository of the Framework Agreement is the Government of the Republic of India, registration and authentication of text



2. HOW HAS THE FRAMEWORK AGREEMENT IMPACTED SOURCING OF FUNDS FOR FIJI'S SUSTAINABLE DEVELOPMENT IN PARTNERSHIP WITH OTHER MULTILATERAL AND BILATERAL DEVELOPMENT INSTITUTIONS?

- Fiji has yet to ratify the Framework Agreement for the Establishment of the International Solar Alliance.
- In doing so, the ISA will provide a platform to collaborate on addressing the identified gaps through a common, agreed approach and will not duplicate or replicate the efforts of others like IRENA, REEEP, IEA, REN 21, UN bodies and multilateral/bilateral organization.
- Furthermore, it will continue to establish networks and develop synergies with these agencies to supplement their efforts in a sustainable and targeted manner.



3. WHAT ARE THE POSITIVE AND NEGATIVE ASPECTS OF THE FRAMEWORK CONVENTION FOR FIJI AND THE ASIA PACIFIC REGION?

POSITIVE

- Fiji is home to the most unique economic and climate change resilience framework known as the Green Growth Framework which establishes economic and climate resilience amongst its towns and cities.
- Fiji's geographical location as hub of the Pacific establishes opportunities bringing prosperity, energy security and suitable development in terms of trade, commerce, health and education for the people of the Pacific region. It is also home to several diplomatic, trade missions, NGO headquarters and UN missions for the Pacific.



POSITIVE (Cont.)

- Fiji has the capability of running programs and activities under Article III of the Framework Agreement.
 - This includes leading the projects through measurable targets due to its wide range experience in running regional business events where it has established strong expertise in the area of secretarial services.
- Contribute to current and future solar projects (e.g. rural electrification)

NEGATIVE

- There are no identified negative aspects of the Framework Agreement



4. WHAT IS THE IMPACT OF THE FRAMEWORK AGREEMENT ON FIJI'S ABILITY TO SOURCE CLIMATE FINANCING GIVEN ITS LEADERSHIP ROLE IN THE COP 23?

- The Framework Agreement is targeted towards solar energy specifically and related projects and programmes.
- The recurring expenditure on ISA (operational and supportive functions) will be met from membership fee; contributions from bilateral and multilateral agencies; and other appropriate institutions.



**PERMANENT SECRETARY
MINISTRY OF INFRASTRUCTURE AND TRANSPORT**

**STATEMENT FRAMEWORK AGREEMENT ON ESTABLISHMENT OF
THE INTERNATIONAL SOLAR ALLIANCE**

PARLIAMENT 27.06.17

1230 – 1330 HOURS

**COMMENTS ON THE PROPOSED FRAMEWORK AGREEMENT TO ESTABLISH
THE INTERNATIONAL SOLAR ALLIANCE**

- 1.0 The Ministry of Infrastructure and Transport supports the ratification of the Framework Agreement on the Establishment of the International Solar Alliance (ISA) as it clearly strengthens Fiji's commitment to mitigate and adapt to the global issue of climate change in terms of energy security and resilience; however, we seek to provide additional comments:
- 2.0 **OVERVIEW: IMPLICATIONS FRAMEWORK ON FIJI'S ECONOMY**
- 2.1 The Framework Agreement on Establishment of the ISA is a Convention which was jointly launched by the President of France and the Prime Minister of India in Paris on 30 November 2015 at the United Nations Climate Change Conference (UNCCC) for ratification by International Solar Alliance (ISA) member countries.
- 2.2 The objective of the ISA is to efficiently exploit solar energy resources in member states to reduce their dependence on fossil fuel. It also addresses key common challenges within energy sectors of member states including Fiji, hence; scale up solar energy in line with our needs. The attributes of the ISA will build on the key focus areas which are to:
- i. promote solar technology;
 - ii. enhance prosperity with business models and investment in the solar sector;
 - iii. formulate projects and programmes to promote solar applications;
 - iv. develop innovative financial mechanisms to reduce cost of capital;
 - v. build a common knowledge e-portal; and

- vi. facilitate capacity building for promotion and absorption of the solar technologies, and research and development among other countries.
- 2.3 Overall there will be direct implication on Fiji's economy. This initiative reinforces Government's effort to increase renewable energy share in the overall power generation mix and compensates gradual growth in demand for electricity.
 - 2.4 Fiji's current generation stands at 52% Diesel and 48% Renewable¹. Furthermore, even though Fiji's transport sector is the highest in terms of fossil fuel consumption, the ISA can be used as an opportunity to identify solar based solutions for this sector. Partnership programmes can be made on the setting up of solar powered charging stations for electric vehicles, alternative power supply for private and public buildings, and for auxiliary power needs in vessels.
- 3.0 IMPACT OF FRAMEWORK IN RELATION TO DEVELOPMENT PARTNERS WITH OTHER MULTILATERAL AND BILATERAL DEVELOPMENT INSTITUTIONS?**
- 3.1 ISA will provide a platform to collaborate on addressing the identified gaps through a common, agreed approach and will not duplicate or replicate the efforts of others like IRENA, REEEP, IEA, WB, UN bodies and bilateral organization². Furthermore, it will continue to establish networks and develop synergies with these agencies to complement their efforts in a sustainable and targeted manner. In turn, as per Article VIII of the Framework Agreement, relates to the Assembly granting partnership status with organizations that have the potential to help ISA achieve its objectives;
 - 3.2 This Framework will allow Government to complement ongoing initiatives such as the Grid Integration Study with IRENA. ISA will be able to assist Government on researching the relevant solar technologies to further enhance the current partnership programmes like IRENA;
 - 3.3 ISA will also contribute towards the generation of green jobs and promote the transfer of research to the industry. This will enable the widespread usage of solar energy and appropriate technologies;
 - 3.4 The Framework provides an opportunity for the use of solar energy as an opportunity for rural transformation (e.g. Barefoot Solar Training Centre, Government Solar Home System);

¹ FEA Annual Report 2015 – Average Cost of Diesel for Electricity Generation is \$100 M FJD per annum

² IRENA – International Renewable Agency, REEEP – Renewable Energy and Energy Efficiency Programme, IEA – International Energy Agency, WB – World Bank

- 3.5 The Framework allows for Regional Cooperation and will provide an environment for collective bargaining which will reduce the cost of solar appliances through the increase in demand from our Pacific Island countries. Fiji's geo – economic location provides a platform for potential multilateral partnerships within the Asia Pacific region which can encourage the private sector to produce solar technology components for the Pacific.

4.0 POSITIVE AND NEGATIVE ASPECTS OF THE FRAMEWORK IN THE ASIA PACIFIC REGION

4.1 POSITIVE

- i. Fiji is home to the most unique economic and climate change resilience framework known as the Green Growth Framework which establishes economic and climate resilience amongst its towns and cities;
- ii. Fiji's geographical location as the hub of the Pacific establishes opportunities bringing prosperity, energy security and suitable development in terms of trade, commerce, health and education for the people of the Pacific region. It is also home to several diplomatic corps, trade missions, NGO headquarters and UN missions for the Pacific which it can work closely with under Article VIII;
- iii. Fiji has the capability of running programs and activities under Article III of the Draft Framework Agreement on the Establishment of ISA and ensures its annual work plans are within the objectives of this Convention;
- iv. This includes leading the projects through measurable targets due to its wide range experience in running regional business events where it has established strong expertise in the area of secretarial services;
- v. Fiji is in the process of establishing its solar standards that will streamline and enhance Solar Energy implementation works in the energy sector;
- vi. ISA gives Fiji increased access to policy, financial, and technical assistance in terms of accessing alternative renewable energy sources particularly solar energy;
- vii. Fiji may capitalize on opportunities made available in terms of constructing an efficient national policy framework to boost sustainable implementation of solar energy into its electricity generation mix guided by its existing legislations.

4.2 NEGATIVE

If not managed well, ISA may:

- i. Influence Government's perspective towards solar energy as the predominant renewable technology in the region;

- ii. Use this opportunity to manipulate the solar energy technology market to its favour;
- iii. Become a competing agency to access Green Climate Fund (GCF) that may otherwise be directly available to Pacific Island Countries.

5.0 SOURCING CLIMATE FINANCING AND LEADERSHIP OF ROLE IN COP 23.

- 5.1 The ratifying of this Framework re – establishes Fiji’s position as a founding member of ISA and reinforces its leadership role in COP 23. In turn, this will enhance Fiji’s ability to access climate funds.

6.0 ADDITIONAL BENEFIT

- 6.1 As a founding member, Fiji’s early involvement with ISA allows us to make early interventions that would be beneficial to the region.

7.0 WAY FORWARD

- 7.1 As a signatory to the Framework, Fiji needs to:
 - i. Ratify the Framework Agreement;
 - ii. Establish a National Focal Point;
 - iii. Comply to the provisions as articulated in Article II, Article III, Article IV, Article VI, Article X, and Article XI of the Framework Agreement.

CEO FEA QUESTIONS ON RENEWABLE ENERGY!

- 1) What is the current FEA policy on renewable energy?

FEA's renewable energy policy is aligned to the national energy policy of the Government and FEA's mission statement is to "... provide clean and affordable energy solutions to Fiji with at least 90% of the energy requirements through renewable sources by 2015".

The national energy policy is targeting 99% by 2030.

- 2) Does FEA has a roadmap to achieve its Mission of providing 90% of its energy from renewable energy by 2025?

The table below shows the renewable energy road map of FEA to achieve the 90% renewable energy target by 2025. The new renewable energy projects are highlighted in red which either has to be developed by the Independent Power Producers (IPPs) or FEA.

TOTAL FIJI GENERATION	Actual	Actual	Actual	Actual	Actual	Plan	Plan	Plan	Plan	Plan	Plan	Plan	Plan	Plan	Plan	Plan
Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2026
Total generation required (GWh)	839.1	869.7	891.426	913.813	934.76	972.79	1,011.70	1,052.17	1,094.25	1,138.02	1,183.54	1,230.88	1,280.12	1,331.32	1,384.58	
Made up of (GWh):																
Wailoa (FEA)	466.77	420.20	314.34	320.88	384.45	401.00	401.00	401.00	401.00	401.00	401.00	401.00	401.00	401.00	401.00	401.00
Nadarivatu (FEA)	29.89	98.60	67.54	52.97	85.76	101.00	101.00	101.00	101.00	101.00	101.00	101.00	101.00	101.00	101.00	101.00
Nagado (FEA)	8.86	0.61	3.08	11.36	3.30	9.20	9.20	9.20	9.20	9.20	9.20	9.20	9.20	9.20	9.20	9.20
Wainikasou (FEA)	18.72	5.94	15.03	19.90	21.26	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00
Wanigau (FEA)	1.03	2.06	0.98	0.83	0.67	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
Taveuni Hydro						5.20	5.20	5.20	5.20	5.20	5.20	5.20	5.20	5.20	5.20	5.20
Butoni Wind (FEA)	6.80	5.35	4.27	5.66	3.63	5.30	5.30	5.30	5.30	5.30	5.30	5.30	5.30	5.30	5.30	5.30
FSC Lautoka (IPP)	12.00	5.67	10.02	3.20	0.06	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
FSC Labasa (IPP)	5.00	6.53	6.17	9.22	7.49	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00
Tropik Drasa (IPP)	18.80	-	15.96	9.38	0.13	6.67	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Nabou Green Biomass (IPP)						49.64	74.46	74.46	74.46	74.46	74.46	74.46	74.46	74.46	74.46	74.46
Upper Wailoa Diversion Project-FEA (Stage 1)									50.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Qaliwana Catchment-FEA (Stage 2)													53.50	107.90	107.90	107.90
Namosi Hydros (IPP)										105.00	140.00	140.00	140.00	140.00	140.00	140.00
Qeleloa/Other 5x2MW Solar (IPP)							8.21	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42	16.42
Taveuni/Oralau Solar (IPP)									8.21	8.21	8.21	8.21	8.21	8.21	8.21	8.21
5x5MW Solar-Sig/Lau/Ba/Tav/Raki/Lab (IPP)								8.21	16.42	24.64	32.85	41.06	41.06	41.06	41.06	41.06
Naboro Waste to Energy (IPP)									37.23	74.46	74.46	74.46	74.46	74.46	74.46	74.46
Other IPPs/Lower Ba (FEA)															74.00	65.00
Diesel & HFO (FEA)	271.28	324.755	324.755	480.42	480.42	353.28	355.83	379.87	318.30	161.63	163.94	203.07	198.80	121.61	183.86	
Renewable energy	567.82	544.945	566.671	433.391	454.338	619.51	655.87	672.30	775.95	976.39	1,019.60	1,027.82	1,081.32	1,209.72	1,200.72	
Non Renewable Energy	271.28	324.755	324.755	480.422	480.422	353.28	355.83	379.87	318.30	161.63	163.94	203.07	198.80	121.61	183.86	
Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
Proportion of non renewable energy	32%	37%	36%	53%	51%	36%	35%	36%	29%	14%	14%	16%	16%	9%	13%	
Proportion of renewable energy	68%	63%	64%	47%	49%	64%	65%	64%	71%	86%	86%	84%	84%	90.9%	87%	

The above generation projects assumes that the annual electricity growth rate will be 4% per annum. If these projects are commissioned on time from the different energy sources, FEA will achieve its mission by 2025 of producing 90% of its energy requirements from renewable sources.

A summary of the new projects are tabulated below:

Projects	Type	Sources	Energy (GWh)
Qaliwana Upper Wailoa Diversion	Hydro	MWH report	207.9
Namosi Hydro	Hydro	Hydro Fiji	140.0
Lower Ba	Hydro	MWH	74.0
Solar	Solar PVs	IPP's	65.69
Naboro Waste to Energy	Waste to Energy	Arup Consultant	74.46

As shown above, there will be a good mix of renewable energy projects to be developed to achieve the 90% target by 2025. The mix will diversify FEA's energy portfolio and the risk of relying on just one major renewable energy source such as Monasavu or Nadarivatu. The roadmap also takes into consideration the development of smaller capacities solar PVs by IPPs which will be beneficial to meet the peak load as well as supplement the reduced hydro capacities during the El-Nino weather pattern of a prolonged spell of dry weather.

- 3) The International Solar Alliance (ISA) is the way forward for sustainable green environmental solutions for Fiji's national development plans. What is the FEA position on harnessing energy from the sun?

In our 10 year Power development Plan, we have a plan of establishing 5x5MW solar throughout the country via IPP. The IPP will produce the energy from solar PV and sell this to FEA.

- 4) What is the annual cost the Monasavu Hydro and Nadarivatu Schemes? What is the annual cost of diesel fuel as back -up to the FEA Kinoya Power Station considering the current challenges of intermittent power supply on Viti Levu?

FEA is responsible for the generation, transmission and retail of electricity in the larger islands of -- Viti Levu, Vanua Levu & Ovalau, and we have recently added Taveuni to the FEA Power Infrastructure. With FEA having over 177,202 (YTD-May, 2017) customer accounts and DOE providing electricity too many of the rural, remote and maritime islands, just over 90% of the country's population has access to electricity.

Description	Monasavu		Nadarivatu		Kinoya	
	2016	2015	2016	2015	2016	2015
	F\$	F\$	F\$	F\$	F\$	F\$
Operation & Maintenance Cost	2,760,793	7,257,018	659,658	421,673	10,111,504	8,840,870
Fuel & Oil	-	-	-	-	43,976,225	36,456,239
Depreciation	4,914,842	5,154,903	4,606,880	4,683,113	3,705,449	6,157,817
Insurance	1,078,365	918,642	1,010,795	834,565	2,023,022	4,102,782
Interest	1,987,240	1,645,790	1,862,720	1,495,163	2,173,930	4,285,996
Total Cost of Generation including Depreciation and Interest	10,741,240	14,976,353	8,140,053	7,434,515	61,990,131	59,843,704

- 5) Fiji's COP 23 Presidency role has strategically put Fiji on the world map in terms of leading the charge to reduce greenhouse gases and emissions, what are the implications for FEA nationwide operations?

Positive implications in terms of clean environment and energy.

6) Lessons Learnt.

- ▶ The ten (10) year power development plan contains the load forecasting and power generation planning scenarios up to 2026 for Viti Levu, Vanua Levu, Ovalau and Taveuni Power Systems with associated network assets to be augmented/developed and the investment plan required to implement this 10 year Power Development Plan.
- ▶ It is estimated that the total funding to execute the 10 year Power Development Plan will require an investment of in excess of FJ\$2.1B.
 - ▶ F\$1.6B will be required for the development of power generation projects and
 - ▶ around \$0.5B investment will be required in the transmission & distribution power network sector.
 - ▶ FEA expects the private sector, especially the Independent Power Producers (IPPs) to invest in the Power Generation Sector.

7) Way Forward.