CO-OPERATION AGREEMENT

BETWEEN

Industry name

AND

Ras Al Khaimah Municipality

This Co-Operation Agreement (hereinafter referred to as the “**Agreement**”) has been made and entered into on DD/MM/YYYY (hereinafter referred to as the “**Effective Date**”) by and between:

**Industry name**, a company organized and existing under the laws of UAE with its address at XXXX, P.O. Box XXXX, Ras Al Khaimah, United Arab Emirates, represented by Mr. XXXXXX (hereinafter referred to as “**Industry name**”);

and

**Ras Al Khaimah Municipality**, an entity of the Government of Ras Al Khaimah, with registered address at P.O. Box 4, Ras Al Khaimah, UAE, represented by His Excellency Munther Muhammed bin Shekar (hereinafter referred to as “**Ras Al Khaimah Municipality**”).

Industry name and Ras Al Khaimah Municipality are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**".

**THE PARTIES HEREBY AGREE AS UNDER:**

1. **Areas of Cooperation:** The Parties are willing to cooperate with each other as part of the energy management program of Ras Al Khaimah Municipality. The objective of the collaboration is to explore energy efficiency solutions, share relevant energy benchmarks, and exchange knowledge as well as data in relation to energy management in support of the Ras Al Khaimah Energy Efficiency & Renewables Strategy 2040 (hereinafter referred to as the “**EE&R Strategy**”) as specified below:
* **Energy audits:** Identify and contract suitably qualified energy auditors to carry out industrial energy audits at the cost specified in their empanelment agreement with the Municipality. The audits will help to identify energy efficiency opportunities implementable as feasible projects that, once executed, will save energy and costs, improve competitiveness and minimize environmental impacts.
* **Energy benchmarking**: Identify, compile and share relevant energy benchmarks to assess current industrial energy performance against best practices.
* **Knowledge sharing:** Facilitate knowledge exchange of feasible solutions and energy efficiency best practices between industries, experts, and solution providers to increase awareness of energy efficiency.
* **Information sharing:** Share relevant data for the energy audits and provide energy management data to support the monitoring and reporting process of the EE&R Strategy.
1. **Obligations of the Parties:** The Parties shall meet their respective obligations set out in this Agreement listed in **Annex 1**.
2. **Confidentiality:**
3. Each Party is prepared to furnish to the other Party, or its Affiliates, certain confidential and proprietary information including, but not limited to, technical information, financial information and business plans (collectively referred to as “**Confidential Information**”). “Confidential Information”, as used in this Agreement, shall include all such information that is: (i) disclosed in writing, by email, by electronic transmission or a tangible electronic storage medium and clearly marked "Confidential" or "Proprietary"; or (ii) initially disclosed orally or visually and that is subsequently followed by the disclosure requirements listed in subsection (i) above within ten (10) working days of such initial disclosure. Further, during this period of ten (10) working days, such oral or visual disclosure shall be provided the same protection as provided to other Proprietary or Confidential Information pursuant to this Agreement. All other disclosed information not falling within the purview of the above-mentioned definition shall be deemed non-confidential. “Affiliate” for purposes of this Agreement and in relation to any Party to this Agreement, shall mean any corporation or entity directly or indirectly controlling, controlled by, or under common control with such Party and control, as used in the definition of Affiliate, shall mean ownership of more than 50% of the voting securities of that Party.
4. Parties agree that all Confidential Information that one Party (the “**Disclosing Party**”) discloses to the other Party (the “**Receiving Party**”) with respect to or in connection with this Agreement shall be kept strictly confidential and shall be used only for the purpose of this Agreement. Furthermore, the Receiving Party agree to use the same degree of care utilized with respect to its own Confidential Information, but no less than the reasonable care required to prevent disclosure of the Confidential Information.
5. All Confidential Information is provided as is, and neither Party gives any warranties, whether express, implied or otherwise, regarding its accuracy, correctness, completeness or performance.
6. In the event of termination of this Agreement, or upon the written request of the Disclosing Party, the Receiving Party will promptly return or certify in writing that it has destroyed all Confidential Information disclosed to it by the Disclosing Party.
7. Duty to Protect Confidential Information: Each Receiving Party agrees not to disclose to any third party any Confidential Information that the Receiving Party has obtained in respect of this Agreement, except to its employees, Affiliates, agents, advisors, and representatives (collectively and individually referred to as “**Representatives**”), to the extent necessary to assist the Receiving Party to perform its duty in relation to this Agreement and as long as the Confidential Information is disseminated on a need-to-know basis, the Representatives shall be bound by confidentiality terms substantially stipulated in this Agreement.
8. Damages: Each Party acknowledges that monetary damages in favoure of the Disclosing Party may not be a sufficient remedy in the event of the Receiving Party’s breach of the confidentiality obligations set out in this Agreement. Therefore, in the event of any such breach, in addition to any other available lawful remedies, a Party shall be entitled to seek equitable relief, including injunctive relief, specific performance, or both; however, no Party shall be entitled to any special, consequential, indirect, punitive or exemplary damages as a result of a breach of the confidentiality obligations set out in this Agreement. Nothing herein is intended to limit or abridge the protection of trade secrets under Federal law 31 of 2006, and trade secrets shall be maintained as such until they fall into the public domain. As to all disclosed Confidential Information, the duties specified in this Clause 3 shall remain in effect during the term of this Agreement and shall survive after the expiry/ termination of the Agreement for a period of three (3) years from the date of expiry/ termination of this Agreement.
9. Exclusions: Confidential Information shall not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its Representatives, or its Affiliates; (ii) is made available before or after its disclosure to the Receiving Party from a source whom the Receiving Party has no reason to believe is subject to any confidentiality obligation or agreement to the Disclosing Party; (iii) was independently developed without reference to the Disclosing Party’s Confidential Information; or, (iv) is explicitly approved for release by written authorization of the Disclosing Party.
10. Intellectual Property Ownership and License: Neither Party is obligated to share any particular Confidential Information under this Agreement and no warranty or license is granted directly or indirectly regarding any Confidential Information shared with respect to this Agreement. Each Party shall retain ownership of all Confidential Information and intellectual property it had before discussions under this Agreement.
11. Mandatory Disclosure: If a Party or any of its respective Affiliates or Representatives is requested or required (by interrogatories, subpoena, or similar legal process) to disclose any Confidential Information to a Judicial body, such Party will provide the Disclosing Party prompt notice of each request, to the extent legally permissible and practicable, so that the Disclosing Party may seek an appropriate protective order. In the absence of a protective order or receipt of a waiver and the Receiving Party - in the opinion of its counsel - is legally compelled to disclose such Confidential Information to the judicial body, then Receiving Party shall notify the Disclosing Party and declare the part of the Confidential Information that is required to be disclosed prior to disclosing such Confidential Information to the extent required by the Judicial body without liability on the Receiving Party under this Agreement.
12. **Party representatives:** In order to meet the obligations of this Agreement, each Party shall designate a representative to lead and coordinate the Party’s activities in relation to this Agreement. Name and contact details of the Parties’ representatives are included in **Annex 2**.
13. **Progress monitoring:** The Parties, representatives shall communicate, at least annually, between themselves to ensure that the obligations of this Agreement are being met. Upon notification from any of the Parties that the other Party is not meeting their obligations as per the terms of this Agreement, the Parties representatives shall report to their top management and prepare a Corrective Action Plan that shall be agreed upon between the Parties.
14. **Representations and Warranties:** Each Party hereby represents and warrants to the other Party that: (a) it has legal capacity and full power and authority to enter into and perform its obligations under this Agreement; and (b) it is legally authorized by the applicable regulatory authorities and has all necessary approvals, expertise, experience, infrastructures to carry out the performance of this Agreement.
15. **Costs & Liability:** Neither Party shall be liable to pay any fee or any monetary compensation of whatsoever nature to the other Party for co-operation or performing any obligation under this Agreement. Each Party shall bear its own costs and expenses by virtue of the performance of its obligations under this Agreement.
16. **Amendment:** No amendment, modification, or waiver to this Agreement shall be effective unless made in writing and signed jointly by the Parties.
17. **Term and Termination**: This Agreement shall be effective from the Effective Date and shall be valid for a period of five (5) years. Either Party may terminate this Agreement for convenience and without the need for a court order by providing written notice of thirty (30) days period (referred hereinafter as “Notice Period”) to the other Party expressing their intention to terminate the Agreement. Termination shall be effective on the day of the expiry of the Notice Period. The termination of this Agreement shall not affect the rights and obligations stipulated in the Agreement and in any amendment(s) to the Agreement agreed upon between Parties prior to the date of termination.
18. **Notices:** Notices and other communications between the Parties shall be in English and shall be deemed to be validly given if transmitted in writing, by certified or registered mail, overnight courier, or personal delivery to the address of the Parties set out above. The notice received by the registered mail shall have been deemed dated on the same date of receiving the registered mail that includes the notice.
19. **Entire Agreement and Severability:** This Agreement contains the entire and final understanding by and between the Parties relating to the subject matter contained herein, and supersedes all previous and collateral communication, reports, and understandings between the Parties in relation to the clauses of this Agreement. This Agreement is not intended to create a teaming, joint venture, partnership, or any other arrangement between the Parties other than what is expressly agreed between Parties in accordance with the Agreement, nor does it authorize any Party to act as an agent or representative of the other Party. No changes, modifications, additions to, or waiver of any provision of this Agreement shall be deemed void and null unless implemented in writing and jointly signed by authorized representatives of the Parties. Any provisions of this Agreement that are determined to be invalid under applicable law are deemed severable and shall not affect the validity of the remaining provisions of this Agreement.
20. **Public Announcement:** it is not permissible by the Parties to action a press release or public announcement (including use of the other Party’s trademark, logo, or name) in respect of the cooperation between the Parties pursuant to this Agreement unless the other Party consents in writing prior to take the said action. Ras Al Khaimah Municipality shall be permitted to make press releases or public announcements in relation to the EE&R Strategy and the energy management program, which may refer to this Agreement without obtaining any approval from the other Party and without direct reference to the other Party.
21. **Assignment:** Neither Party shall assign or transfer (in whole or in part) any of its rights or obligations under this Agreement to a third party without obtaining written consent from the other Party prior to the assignment or the transfer of rights.
22. **Law and Signatures:** This Agreement shall: (i) be applicable upon the Parties and their respective legal successors and Representatives; and, (ii) be governed by and interpreted in accordance with the applicable law in Ras Al Khaimah. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed to be an original copy and all of which shall constitute the same instrument.
23. **Dispute Resolution**: All disputes or differences which may arise between the Parties in relation to or in connection with this Agreement shall be settled amicably within thirty (30) days of the receipt of notice of such dispute or difference from a Party. If the Parties are unable to reach an amicable settlement of the dispute within the thirty-days (30) period, then either Party may submit the dispute for resolution to the Courts of Ras Al Khaimah.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their duly authorized representatives.

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| **For and on behalf of:** | **For and on behalf of:** |
| **Industry XXX** | **Ras Al Khaimah Municipality** |
|  |  |
| Name:  | Name: Munther Mohammed bin Shekar |
| Position: | Position: Director-General |
| Signature date: / /  | Signature date: / /  |

**Witnesses:**

**Annex 1: Obligations of the Parties**

This Annex sets out the obligations of each Party as per the below list:

**Ras Al Khaimah Municipality**

* 1. Identify, empanel and maintain a registry of suitably qualified Energy Auditors to conduct energy audits of the other Party’s facilities at the price established in the Energy Auditors’ final responses to Ras Al Khaimah Municipality’s “Request For Proposal – Ref. RFP 28 For Empanelment Of Energy Auditors For Carrying Out Industrial Energy Audits Under Coordination Of Ras Al Khaimah Municipality Department” issued in November 2021.
	2. Provide a standardized Energy Audit Contract, with Non-Disclosure Agreement clauses, template to facilitate the contracting of Empanelled Auditors by the other Party, so that they become Contracted Auditors, as well as an energy action plan template to be used by the other Party for its annual report.
	3. Collect data from the other Party using standardized and mutually agreed data collection templates, and share relevant data for the energy audits with the Contracted Auditors.
	4. Manage the administrative aspects of the energy audit by streamlining and coordinating site visit logistics, follow-ups, final presentation arrangements, etc.
	5. Monitor the technical expertise and professionalism of Contracted Auditors based on their actions, quality of their deliverables, and feedback from the other Party.
	6. Share any sector reports prepared by the Contracted Auditors that may include benchmarks and descriptions of opportunities that are common for companies in the same sector as the one of the other Party.
	7. Seek relevant and feasible techno-economic energy efficiency solutions and best practices relevant for the other Party and share them in events designed to facilitate knowledge sharing between industrial peers and/or from experts and solutions providers.

**Industry XXX**

1. Establish contacts with one of the Empanelled Auditors and seek agreement with such company by an Energy Audit Contract, so that it becomes a Contracted Auditor, fulfill the associated economic obligations under that contract, using, whenever possible, the standardized Energy Audit Contract, with Non-Disclosure Agreement clauses, template provided by the other Party.
2. Share data requested by the other Party and the Contracted Auditor for preparation of the energy audits.
3. Facilitate the Contracted Auditor’s activities during the energy audit by offering onsite support and access to the required information, equipment and personnel and ensure top management representation during the energy audit report presentation by the Contracted Auditor.
4. Provide feedback to the other Party on the Contracted Auditor’s technical expertise and professionalism during the energy audit and on the sector report.
5. Plan for the implementation of the energy saving initiatives proposed by the Contracted Auditor in the energy audit report.
6. Submit to the other Party, before the end of each calendar year, an energy action plan using the standardized template provided by the other Party, including as a minimum:
	* 1. Monthly energy consumption data covering the whole current calendar year
		2. Summary of progress towards the implementation of the energy conservation measures planned or considered by the Party, including those proposed in the energy audit report when applicable.
		3. Outline of the planned energy efficiency related activities for the next calendar year.
7. Participate, as much as possible, in the knowledge sharing events organized by the other Party.

**Annex 2: Representatives of the Parties**

This Annex contains the details of each Party representative.

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| **Industry XXX**  | **Ras Al Khaimah Municipality** |
| Name:  | Name: Dr. Pablo Izquierdo Lopez |
| Position: | Position: Head of Energy Services Section |
| Email: | Email: pablo@mun.rak.ae |
| Contact number: | Contact number: 056 418 4685 |