

FOUNDED BY RAZOM WE STAND

Memorandum of Understanding

Membership of the Ukraine Electrification Alliance

Меморандум про взаєморозуміння — членство в Альянсі електрифікації України

This Memorandum of Understanding (the “MoU”) is made between:

(1) **The Ukraine Electrification Alliance** (the “Alliance” or “UEA”), a Ukrainian civil-society alliance founded in May 2026 and registered in Kyiv, convened and hosted by Razom We Stand (the “Secretariat”); and

(2) _____ (the “Partner”), of

_____ .
Each a “Party” and together the “Parties”.

1. Background

UEA accelerates the rebuilding, modernisation and decarbonisation of Ukraine’s energy infrastructure through international coordination, investment mobilisation and scalable electrification solutions integrated into the EU energy market. It is the single actor connecting Brussels policy, Kyiv implementation and reconstruction-finance accountability, holding clean electricity and electrified end-use together as one integrated agenda — Ukraine first, then Europe.

2. Purpose of this MoU

This MoU sets out the basis on which the Partner joins the Alliance and the principles, expectations and boundaries of cooperation between the Parties. It is a good-faith statement of intent and is not legally binding, save for clauses 9 to 13 and 16, which the Parties intend to be binding.

3. Shared objectives

The Parties share UEA’s mission and cooperate, within the Partner’s capacity and chosen work direction(s), across the Alliance’s areas of work:

- Securing Ukraine’s electricity grid against attack and collapse;
- Replacing destroyed thermal (CTPP) capacity with clean power;
- Aligning Ukraine’s energy balance with EU climate goals ahead of accession;
- Electrifying buildings, transport and industry;
- Locking in EU electricity-market alignment from day one;
- Crowding in private capital alongside reconstruction finance;
- Training the workforce to run a modern, clean electricity system;
- Making Ukraine’s experience replicable across the wider European Electrification Alliance.

4. Principles of cooperation

- Good faith, transparency and mutual respect between members;
- “Ukrainian voice, not Ukrainian proxy” — Ukrainian partners lead on Ukrainian implementation;
- Integrity and zero tolerance of corruption;
- No association with the Russian Federation’s war effort or with sanctioned Russian fossil-fuel interests;
- Non-exclusivity — membership does not restrict either Party’s other relationships.

5. The Partner’s role

The Partner intends, to the extent of its capacity, to:

- Contribute relevant expertise, data or capacity within its agreed work direction(s);

- Participate in good faith in Alliance convenings and shared activities;
- Uphold the Alliance's values and Statute and designate a point of contact;
- Acknowledge the Alliance where appropriate in related work.

The Partner is under no obligation to contribute funds. Unless separately agreed in writing, each Party bears its own costs.

6. The Secretariat's role (Razom We Stand)

- Hold the secretariat, coordinate the Alliance and convene its members;
- Provide governance, monitoring, evaluation and learning (MEL), and accountability to funders;
- Facilitate access to the network, bankable case-making and policy support;
- Administer any sub-granting under separate written agreements;
- Lead narrative and strategic communications — the Ukrainian voice in Brussels.

7. Governance and membership

Membership is voluntary and may be organisational or individual. The Partner's admission is confirmed by the Secretariat in accordance with the Alliance's Statute, which governs decision-making and the rights and duties of members. In the event of conflict, the Statute prevails over this MoU.

8. Funding

This MoU transfers no funds and creates no financial obligation. Any grant, sub-grant or other financial support is governed by a separate written agreement and is conditional on the relevant funder requirements.

9. Use of name and communications

Neither Party may use the other's name, logo or branding without prior written consent. The Partner may state that it is a member of the Ukraine Electrification Alliance. Joint public communications are agreed in advance.

10. Confidentiality

Each Party keeps confidential any non-public information shared under this MoU and uses it only for Alliance purposes. This does not apply to information that is public, already lawfully held, or required to be disclosed by law or funder audit.

11. Data protection

The Parties process personal data in compliance with applicable law, including the EU General Data Protection Regulation (GDPR) and Ukrainian data-protection law, as relevant.

12. Intellectual property

Each Party retains ownership of its pre-existing intellectual property. Materials jointly developed for the Alliance — toolkits, technical standards and procurement frameworks — are shared within the Alliance and may be published openly to enable replication, with appropriate attribution.

13. Integrity, anti-corruption and sanctions

The Partner confirms that it complies with applicable anti-corruption, anti-bribery and sanctions laws; that it has no ties to sanctioned Russian fossil-fuel interests or to entities supporting the Russian Federation's aggression; and that it will disclose any actual or potential conflict of interest to the Secretariat.

14. Term and review

This MoU takes effect on the date of the last signature and continues until withdrawal under clause 15 or the close of the programme. The Parties review the cooperation periodically and may amend this MoU in writing by mutual consent.

15. Withdrawal and termination

Either Party may withdraw on thirty (30) days' written notice. Clauses 9 to 13 survive withdrawal or termination.

16. Status of the relationship

Nothing in this MoU creates a legal partnership, agency, employment or joint venture between the Parties, and neither Party may bind or incur liability on behalf of the other.

17. Governing law and disputes

This MoU is governed by the law of Ukraine. The Parties seek to resolve any difference amicably and in good faith through the Secretariat. (Adapt the governing-law clause to the Partner's jurisdiction if required.)

18. Signatures

**For the Alliance — Razom We Stand
(Secretariat)**

Name / Position

Signature / Date

For the Partner

Name / Position

Signature / Date

Template for adaptation by the Alliance. This document is not legal advice; have it reviewed by qualified counsel in the relevant jurisdiction(s) before use.