
Memorandum of Understanding
Between
Shams Ma'an Power Generating PSC
And
Vocational Training Corporation (VTC)

First Participant: Shams Ma'an Power Generation PSC.

Second Participant: Vocational Training Corporation.

Referred to any of them as "Participant" and to them collectively as "Participants".

Introduction:

One important measure of Jordan's Energy Efficiency Strategy is the design and implementation of energy efficiency training programs for those who are involved in the sector, and for that reason, Shams Ma'an Power Generating PSC and the Vocational Training Corporation (VTC) have agreed to design and implement a customized training course to be launched at the VTC Model Skill Center of Excellence (MSCoE) for Renewable Energy in Ma'an.

As part of this initiative DAI, through the Jordan Workforce Development Project funded by the United States Agency for International Development (USAID), will hire two technical trainers who will provide theoretical and practical training that equips students to be employed in photovoltaic installation in the Ma'an Development Area and who will go onto work in the Shams Ma'an project. Selected trainers will follow the curriculum provided by the Vocational Training Corporation and will be contracted for 18 weeks to train the 450 students selected by Shams Ma'an.

The partners will collaborate to train 450 unemployed youth in the governorate of Ma'an for direct employment in the Renewable Energy sector; specifically in a project conducted by Shams Ma'an Power Generation PSC.

With well-equipped workshops, the MSCoE Ma'an is an ideal venue to provide a customized training course that will lead to employment in the Ma'an Development Area.

The First Participant, Shams Ma'an Power Generating PSC is a 52.5MW photovoltaic power plant (PVPP) that is projected to start producing clean energy from the sun towards the end of 2016. With an approximate total investment of US \$170 million, Shams Ma'an is one of the largest privately

developed and owned PV plants in the region, and the largest in the Hashemite Kingdom of Jordan. Shams Ma'an Power seeks customized vocational training for 450 unemployed youth in the governorate of Ma'an. After training, the employees will be employed by Shams Ma'an and/or their Sub-Contractors.

The Second Participant, the Vocational Training Corporation (VTC), owner of the Models Skill Center of Excellence for Renewable Energy in Ma'an is responsible for the training of a qualified labor force in Jordan and will be accountable for the implementation and accreditation of the customized training program for Photovoltaic Installation. The VTC has 42 training centers throughout Jordan and is the government entity responsible for providing vocational training in the country.

As part of this initiative, the VTC will provide customized training material/units covering 2 weeks of theoretical and practical training for 25 students per class. The training material derives from existing training material for Photovoltaic Installation, currently used by the VTC. The training units have been selected based upon the needs of the employer.

Based on the foregoing and the joint goals between Participants, as each Participant is willing to cooperate with the other to achieve development and to facilitate training and job placement by Shams Ma'an, the Participants intend to work collaboratively on the following:

Article One:

The introduction and Annex 1 are part of this Memorandum of Understanding (MoU) and shall be read for the same purposes as one Unit. Annex 1 includes a complete description of the initiative entitled: Training for Direct Employment in the Renewable Energy Sector with Shams Ma'an, its rationale, the action plan and budget.

Article Two:

The purpose of this MoU is to identify the technical and other development support activities for the Participants and to provide information on the roles, responsibilities and procedures concerning the implementation of these assistance activities. It is entered into by and among the three Participants.

The MoU details the scope of the assistance activities and the actions to be taken by each Participant for successful implementation.

Article Three:

The roles and responsibilities of Participants are as follows:

1) The First Participant intends to:

- a- Act as the official sponsor of the initiative related to training 450 unemployed youth who will be directly employed by Shams Ma'an and/or their Sub-Contractors in the Ma'an Development Area.
- b- Outline training needs to design a customized training program meeting industry needs.
- c- Select potential youth to enroll in the two-week customized training program.
- d- Contracting students after successfully completing the training program.
- e- Provide financial support to the VTC to cover the training cost, JOD 25 per student for the period of the training program. A total of 9 training courses will be conducted over 18 weeks for 450 students.
- f- Provide WFD with all the required documents to illustrate employment by the company or its sub-contractors and costs incurred by the VTC to support training (which will be used to document WFD cost-share).

2) The Second Participant intends to:

- a- Supervise the delivery of the theoretical and practical training based on agreed-upon training modules.

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- b- Assure training workshops and classrooms at the Model Skill Center for Renewable Energy training at the VTI Ma'an will be available, ready to receive the students.
 - c- Support the practical training by supervising practical lessons and ensure proper use of available equipment.
 - d- Assist in maintaining daily attendance sheets.
 - e- Provide print-outs of training materials for all students.
 - f- Facilitate monitoring efforts which will track trainee participation and job placement post-training at the Shams Ma'an project in Ma'an.

Article Four:

The Participants understand the following:

1. Each Participant will appoint a staff member to act as the focal point for matters arising in relation to this MoU and facilitate the exchange of information between the Participants on matters of common interest, including those related to other donor activities/projects.
2. Each Participant will keep confidential information of the other Participant not in the public domain, or by its nature would be expected to be confidential.

Article Five:

It is expected that the MoU will be effective between December 2015 and April 2016.

Article Six:

Any amendment or change or addition to any articles in this MoU must be approved by all Participants.

Article Seven:

All notes, notifications and correspondences for the purpose of this MoU shall be made, in written form, to the addresses of all Participants mentioned below:

Shams Ma'an Power Generating PSC Abdul Hameed Sharaf St. Bldg.#28 P.O.Box 941030 Amman, 11194, Jordan Phone: +962 6 5660606 Fax: + 962 6 5663641 Samer.almaany@shamsmaan.com	Vocational Training Corporation Obeid Bin Ais P.O.Box 925837 Beider Wadi Al Seer Amman, Jordan Phone: +962 5858481 Fax: +962 5820351 vtc@vtc.gov.jo http://vtc.gov.jo/vtcen/
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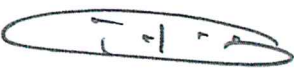

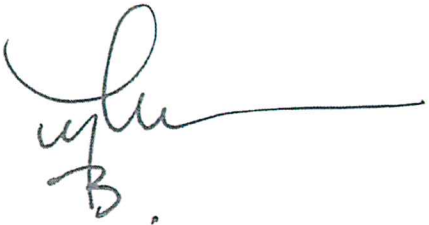
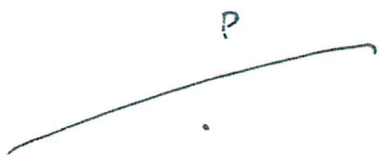
Article Eight:

Participants agree that any conflict or disagreement arising regarding the interpretation or implementation of this MoU shall be solved in a collaborative manner. This MoU reflects the best intentions of the Participants but is not a legally-binding document nor does it create an enforceable contractual relationship between the Participants.

Article Nine:

This Memorandum of Understanding is constituted from nine articles and one annex and was drafted into three original copies in English, each Participant has one original copy.

Signed in Amman, on 9.12.2015

<p>HE Kareem Kawar Board of Directors Chairman Shams Ma'an Power Generating PSC Date:</p>	
<p>HE Prof. Dr. Nidal Katamine Minster of Labour Chairman of the Board Vocational Training Corporation Ministry of Labour Date:</p>	
<p>Witness of the MoU Mr. William Thompson DAI Chief of Party</p>	
<p>WFD project Date:</p>	
<p>Witness of the MoU HE Hussein Krishan MDA Chief Executive Officer</p>	

Ma'an Development Company Date:	
Witness of the MoU Ms. Yara Abdel Samad EDAMA Chief Executive Officer EDAMA Association Date:	