



**RURAL ELECTRIFICATION &
RENEWABLE ENERGY CORPORATION**

COLLABORATION FRAMEWORK AGREEMENT

-BETWEEN-

RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION

-AND-

KENYA CLIMATE INNOVATION CENTER (KCIC)

COLLABORATION FRAMEWORK

THIS Collaboration agreement, (hereinafter referred to as ‘the contract’) made the 26TH day of AUGUST, 2025

BETWEEN

RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION a state corporation established under Section 43 of the Energy Act, No. 1 of 2019, having its offices at the Kawi House, of P. O. Box 34585 – 00100 Nairobi, Kenya (hereinafter called the “Corporation ”); of the one part AND

KENYA CLIMATE INNOVATION CENTER (KCIC) is a company limited by guarantee that offers incubation, capacity building, and financing options to new, small, and medium-sized business ventures and Kenyan entrepreneurs developing innovations to address climate change challenges. Having its offices at Strathmore University Business School, 3rd Floor, Ole Sangale Road, Madaraka., of P. O. Box 49162 - 00100, Nairobi, Kenya (hereinafter called the “Centre”); of the one part AND, together referred to as “the Parties”.

WHEREAS:-

A. The Corporation is established under section 43 of the Energy Act 2019 to implement the rural electrification projects as well as spearheading Kenya’s renewable energy drive. Specifically, under Section 44 of the Energy Act, 2019, the Corporation has such functions and powers to;

a.) Oversee the implementation of the Rural Electrification Programme;

- b.) Manage the Rural Electrification Programme Fund established under section 143;
- c.) Source additional funds for the Rural Electrification Programme and renewable energy.
- d.) Develop and update the rural electrification master plans in consultation with County Governments;
- e.) Develop and update the renewable energy master plan, taking into account county-specific needs and the principle of equity in the development of renewable energy resources;
- f.) Support the establishment of energy centers in the counties.
- g.) Establish framework for collaboration with County Governments in the discharge of its mandate;
- h.) Undertake on-farm and on station demonstration of wood-fuel species, seedling production and management;
- i.) Undertake feasibility studies and maintain data with a view to availing the same to developers of renewable energy resources;
- j.) Develop, promote and manage in collaboration with other agencies, the use of renewable energy and technologies, including but not limited to biomass (biodiesel, bio-ethanol, charcoal, fuel-wood, bio-gas) municipal waste, solar, wind, tidal waves, small hydropower and co-generation but excluding geothermal;
- k.) Formulate, in conjunction with the Agency, a national strategy for coordinating research in renewable energy;
- l.) Undertake, in conjunction with the Agency, research, development and dissemination of appropriate renewable energy technologies;
- m.) Provide an enabling framework for the efficient and sustainable production, conversion, distribution, marketing and utilization of biomass, solar, wind, small hydros and municipal waste;

- n.) Promote, in conjunction with the agency responsible for forests, the use of fast maturing trees for energy production including bio-fuels and the establishment of commercial woodlots including peri-urban plantations;
- o.) Promote, in collaboration with other agencies, the development of appropriate local capacity for the manufacture, installation, maintenance and operation of renewable technologies such as bio-digesters, solar systems, turbines and other renewable energy technologies;
- p.) Promote international co-operation programmes focusing on renewable energy sources;
- q.) Harness opportunities offered under clean development mechanism and other mechanisms including, but not limited to, carbon credit trading to promote the development and exploitation of renewable energy sources;
- r.) Promote the development of electricity generation through co-generation by sugar millers;
- s.) Provide technical and other capacity building support to County Governments in the discharge of the function of electricity reticulation and energy regulation; and
- t.) Undertake any other duty or perform such other function as may be necessary for the execution of its mandate under this Act.

B. The Kenya Climate Innovation Centre (KCIC) is a company limited by guarantee that offers incubation, capacity building, and financing options to new, small, and medium-sized business ventures and Kenyan entrepreneurs developing innovations to address climate change challenges.

C. The Parties hereby intend to collaborate as described in this Agreement to advance their respective interests and establish a strategic partnership and collaboration to

support the establishment of agri-solar demonstration farms in REREC’s Energy center to serve as learning and testing centers for solar-powered agricultural solutions.

NOW THEREFORE BY THIS FRAMEWORK FOR COLLABORATION is agreed on by and between the Parties as follows:

1.0. DEFINITIONS

1.1. Unless the context otherwise dictates the following words shall bear the meanings herein stipulated:

“Act”	means the Energy Act No. 1 of 2019.
“Agreement”	means this Agreement.
“Corporation”	means the Rural Electrification and Renewable Energy Corporation.
“Projects”	means the projects identified by the Parties for implementation by Kenya Climate Innovation Center with the technical support of the Corporation.
“Parties”	means both the Corporation and the center and “Party” means any of the two.
“Schedule”	means the duly endorsed project that have been agreed upon by the Parties to be implemented under this agreement at a specific time and place.

2.0. OBJECTIVE OF AGREEMENT

The objective of this agreement is to set out a collaborative framework that supports the following:

- i. Define the structure of cooperation and partnership between KCIC and REREC
- ii. Resource mobilization and joint programs design and implementation
- iii. Support the establishment of agri-solar demonstration farms in REREC's Energy center to serve as learning and testing centers for solar-powered agricultural solutions.
- iv. Build the capacity of farmers, government officials, and other key stakeholders and promote peer-to-peer learning
- v. Conduct joint research initiatives focused on renewable energy
- vi. Undertaking joint policy advocacy to influence renewable energy policy frameworks
- vii. Engaging in joint programming on cross-cutting themes including sustainability, climate resilience and gender inclusion

3.0. ROLES AND RESPONSIBILITIES OF THE CORPORATION (REREC)

3.1. The Corporation undertakes the following roles in respect to this collaboration agreement

- i. Provide access to facilities at the REREC Energy Centers.
- ii. Offer technical support through REREC engineers and technicians.
- iii. Facilitate stakeholder mobilization and awareness campaigns to promote renewable energy solutions.
- iv. Support in co-hosting learning events, trainings, workshops, field visits and other capacity-building activities.
- iv. Collaborate in the implementation of research initiatives and the collection of field data focused on renewable energy.

- v. Engage in joint policy advocacy and contribute to related technical working groups
- vi. Contribute to joint programming on crosscutting areas.
- vii. Support program visibility through co-branding and communication across platforms.

4.0. RESPONSIBILITIES OF KCIC

4.1. As part of its collaboration with the Corporation, the Kenya Climate Innovation Centre (Collaborating Party) shall undertake the following functions about these collaborating activities:

- i. Lead the design, implementation, and monitoring of joint initiatives aligned with renewable energy deployment in rural development.
- ii. Facilitate training programs for farmers, government officials, and relevant stakeholders, and coordinate peer learning and exposure activities.
- iii. Produce and disseminate knowledge products, including research briefs, case studies, and digital content to support awareness and adoption of renewable energy solutions.
- iv. Collaborate with relevant technical partners to ensure quality assurance and performance testing of renewable energy technologies.
- iv. Report on program implementation, progress, and impact to REREC and other stakeholders.
- v. Promote the partnership and its outcomes through KCIC's platforms and engage in joint advocacy and cross-sector programming in areas such as sustainability, climate resilience, and gender inclusion.

5.0. IMPLEMENTATION FRAMEWORK AND STATEMENT OF WORK (SoWs)

5.1. This Agreement will be implemented through specific Statements of Work (SoWs) that shall be annexed to this Agreement as and when particular activities are agreed upon.

Each SOW shall:

- a. Define the scope, deliverables, budget, timeline, and responsible parties for a particular activity.
- b. Be signed by authorized representatives of both Parties.
- c. Form an integral part of this Agreement and be read together with it.

6.0. EFFECTIVE DATE

This Agreement shall become effective on the date of signing by the authorized officers of the two institutions as of the day and year first hereinabove written.

7.0. DURATION OF FFC

7.1. The FFC will remain in force for Three (3) years from the date of signing of this FFC, upon which the Parties will review the collaboration.

7.2. The detailed Agreements (Annexure) may be reviewed more frequently as and when necessary.

8.0. SPECIFIC SUBSIDIARY AGREEMENTS

8.1. Without prejudice to their respective roles and obligations under this FFC, the Parties may enter into further definitive legal agreements to give effect to any

provision of this FFC. Any agreement or agreements entered pursuant shall specify at least the following details: -

- a) Nature of the respective collaborative project;
- b) Objectives and duration of project;
- c) Terms of reference of the activities to be undertaken by each Party;
- d) All financial terms and conditions applicable to each Party;
- e) Any other provisions as may be applicable in the specific circumstances; and
- f) Designated representatives duly authorized to contract for the Parties.

8.2. The authorized officers of the Parties or their representatives shall sign each subsidiary agreement. Where a conflict of meaning arises with other agreements, this FFC will take precedence.

9.0. AMENDMENTS

9.1. The Parties may, by mutual written consent, amend the terms and conditions governing this Agreement and such amendments shall come into effect on such date as may be stipulated.

10.0. ADMINISTRATION OF THIS FFC

10.1. Each Party shall provide a duly authorized senior officer to act as the contact person for the respective Party for purposes of facilitating, planning, feedback and supporting the implementation of this FFC. The two institutions shall appoint at least a six (6) member Joint Management Committee (JMC), three (3) from each institution to oversee the implementation of this FFC.

10.2. The Terms of Reference of the Joint Management Committee shall include the following:

- a) To work out mechanisms of reviewing and evaluating the impact of the framework once every year and at the end of the FFC duration. The JMC shall arrange for the review at any time that a review request is made by either of the parties;
- b) To co-ordinate activities of both institutions for joint project identification and sourcing for funds;
- c) To monitor implementation of any on-going activities by evaluating progress reports of the technical committees that are running the activities
- d) To advise various programs/centers of both institutions on available areas of collaboration;
- e) To advise the institutions' Chief Executives (or their appointed representatives) through a written report on the progress of the collaboration or on any need to amend or review the same; and
- f) Any other relevant activity to this collaboration.

12.0. TECHNICAL SUPPORT AND CAPACITY BUILDING

Both parties agree to collaborate in providing technical support and building capacity among stakeholders. This collaboration will involve sharing knowledge, resources, and best practices to enhance skills, improve systems, and strengthen the overall effectiveness of stakeholders involved.

13.0. DURATION OF THIS AGREEMENT

13.1. This framework will enter into force on the date of signing by the Parties and shall remain in force for a period of 3 years unless revoked by the consent of the Parties.

13.2. Either Party may terminate this Agreement by providing the other Party with not less than thirty (30) days’ written notice of its intention to terminate. However, such termination shall not prejudice the continuation, implementation, or successful conclusion of any projects or activities that have already commenced and remain ongoing at the time of termination. Notwithstanding the termination of this Agreement, all commitments, obligations, and contracts lawfully entered into by either Party prior to the effective date of termination shall remain in force and be honored until their full completion.

14.0. LIMITATIONS AND SEVERABILITY

14.1. Each provision of this Agreement shall stand alone to the extent practicable and in the event that one or more provisions are nullified, the remaining provisions shall continue in effect to the extent practicable.

15.0. DISPUTE RESOLUTION PROCESS

15.1. This instrument of appointment shall be governed by the Laws of Kenya and shall be subject to the jurisdiction of the courts of the Republic of Kenya.

15.2. Any dispute arising from the terms of this agreement shall be settled amicably in the first instance.

15.3. In the event that a dispute arises under this Agreement which cannot be resolved amicably by the Chief Executive Officer of the Corporation and the Chief Executive Officer of the Center within a reasonable period, either Party may refer the matter to the Energy Tribunal for determination in accordance with applicable laws.

16.0. AMENDMENT

The Parties may, by mutual written Agreement, amend the terms and conditions governing this FFC and such amendments shall come into effect on such date as may be stipulated.

17.0. ETHICAL BUSINESS PRACTICES

17.1. The Parties shall, at all times during the term of this Agreement and thereafter, conduct themselves in accordance with the highest standards of integrity and ethical conduct. Each Party agrees to comply fully with all applicable laws and regulations of the Republic of Kenya relating to the prevention of corruption, bribery, and unethical practices, including but not limited to the Anti-Corruption and Economic Crimes Act. The Parties further undertake to implement reasonable measures to prevent corruption or bribery in connection with the performance of this Agreement. For the avoidance of doubt, all such applicable laws are hereby incorporated into this Agreement by reference as if expressly set out herein.

18.0. NOTICE AND ADDRESS

18.1. Any notice request to be given pursuant to this Agreement shall be in writing. Such notice or request will be deemed to have been given or made when it is delivered by hand or mail to the party to which it is required to be given or made at the address specified below:

For the Corporation:

Chief Executive Officer
Rural Electrification Corporation
Kawi House - South C
P. O. Box 34585 -00100

NAIROBI (K)

info@rea.co.ke

For the Centre Party:

Chief Executive Officer
Kenya Climate Innovation Center
Strathmore University Business School
P.O. Box 49162 – 00100

NAIROBI

info@kenyacic.org

18.0. SCHEDULES

18.1. As and when need arises, the Parties shall endorse a Schedule indicating the activities that shall have been agreed upon by the Parties to be implemented during the financial year.

18.2. The schedules shall form part of this agreement and shall be read together with it.

IN WITNESS WHEREOF the Parties have on the day, month and year first above written through their duly authorized representatives signed and sealed this framework of collaboration.

**SIGNED FOR AND ON BEHALF OF
RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION**

**Dr. Rose N. Mkalama
CHIEF EXECUTIVE OFFICER
RURAL ELECTRIFICATION AND
RENEWABLE ENERGY CORPORATION**

SIGNATURE:



In the presence of:-

**Sharon Tugee
CORPORATION SECRETARY &
MANAGER, LEGAL SERVICES
RURAL ELECTRIFICATION AND
RENEWABLE ENERGY CORPORATION**

SIGNATURE:



SIGNED FOR AND ON BEHALF OF KENYA CLIMATE INNOVATION CENTER

**Joseph Murabula
CHIEF EXECUTIVE OFFICER
CLIMATE INNOVATION CENTER**

SIGNATURE:



In the presence of:

**Felix Magaju
DIRECTOR, CLIENT SERVICES
CLIMATE INNOVATION CENTER**

SIGNATURE:



SCHEDULE 1

1st Statement of work (SoW)

KCIC-REREC Collaboration for the Establishment of an agrisolar demonstration farm in Kitui County.

A. INTRODUCTION

The Distributed Renewable Energy Ecosystem Model (DREEM) Hub is a three-year KCIC-led initiative that reduce Green House Gas (GHG) emissions that cause climate change by enhancing the adoption of solar energy within Key agricultural value chains in Kenya's last-mile communities. While enabling community livelihood transformation through youths and women Agri solar entrepreneurship development, skill development, deploying innovative financing solutions, enhancing market access opportunities and research. This program supports Kenya's commitment to reducing greenhouse gas emissions by 32% by 2030 as outlined in the Kenya's Nationally Determined Contribution (NDC) under the 2015 Paris Climate Agreement. The NDC identifies agriculture (livestock enteric fermentation, manure, fertilizer application) as the main source of GHG emissions in Kenya accounting for 50% of the emissions. Funded by the Mott Foundation, the program is currently being implemented in Isiolo, Laikipia, Makueni, and Kitui counties, with a long-term vision of evolving into an independent and sustainable ecosystem hub that can serve additional counties and agricultural sectors.

The specific objectives of the program are to:

1. Enhance the adoption of productive use of solar energy services among underserved Agri solar entrepreneurs within farmer cooperatives and groups.
2. Improve access to affordable PUSE financing among youth and women entrepreneurs within cooperatives and farmer groups in the dairy and

horticultural value chains by establishing a self-sustaining Revolving PUSE Loan Fund.

3. Establish a well-governed and independent distributed renewable energy ecosystem hub organization to coordinate and provide long-term support for underserved agri-solar entrepreneurs within Kenya's PUSE sector.

The primary beneficiaries of the DREEM hub are 23 farmer groups/cooperatives in the dairy or horticulture value chains. The secondary beneficiaries include over 1,000 youth and women agrisolar entrepreneurs actively engaged in the dairy and horticulture sectors, who will benefit from enhanced access to financing opportunities, training, and exposure through the demonstration centers.

The program operates under a hub-and-spoke model, where KCIC serves as the central coordination unit (the Hub), while spoke partners deliver specialized services aligned with program pillars. DREEM hub spoke partners include:

1. Access to Finance-RAFODE Limited and ECLOF Kenya – KCIC has signed a sub-grant agreement with the two MFIs whose main role is to ensure access to Productive use of solar energy technologies by disbursing concessional loans to the selected farmer cooperatives/groups.
2. Skills development- Jomo Kenyatta University of Agriculture and Technology (JKUAT) and Dairy Training Institute (DTI) - the main role of the partners is to develop and deliver agrisolar training content align to the dairy and horticulture value chains.
3. Community Livelihood Impact- Kenya National Farmers Federation (KENAFF) – to support market access, community engagement & awareness and Gender and youth inclusion.

4. Enterprise support and development (Agile consulting)—provides business development and entrepreneurship training.
5. Research and development (Africa Center for Technology Studies)- this partnership is to generate research-driven knowledge products that will inform the best practices and guide the scale-up of solar-powered solutions in agriculture.
6. Establishment of Agrisolar Demonstration Farms(Endustrial support limited)-)- this partner manages the establishment of the demo farms in the 4 counties by providing oversight on the site assessment, partnerships with technology providers, solar installation, post installation training and maintenance.

KCIC collaboration with REREC under the Establishment of Agrisolar Demonstration Farm Spoke Pillar, aims to enhancing appliance quality assurance, increasing program visibility, and facilitating peer learning for productive use of solar energy (PUSE) technologies in agriculture.

This collaboration helps to build the DREEM Hub’s brand and stakeholder visibility—critical for long-term resource mobilization and public-private partnerships.

B. OBJECTIVES OF THE PARTNERSHIP

The KCIC DREEM Hub _REREC collaboration aims to:

- Support the establishment and co-branding of a horticulture-based agrisolar demonstration farms in Kitui County to serve as learning and testing centers for solar-powered agricultural solutions.
- Create awareness on quality assurance of productive use appliances using VeraSol-tested, high-performance PUSE appliances among smallholder farmer groups/cooperatives.
- Build the capacity of farmers, government officials, and other key stakeholders, while promoting peer-to-peer learning to enhance awareness and visibility of productive use technology adoption.

- Support DREEM hub broader visibility and encouraging public and private sector investment.

C. PROPOSED ACTIVITIES

KCIC has sub-granted Endustrial support limited, to lead the implementation of the agrisolar demo farm spoke pillar. Their responsibilities include overseeing the procurement and coordination of technology providers, managing installation and security arrangements, and delivering post-installation training, operations and coordination of maintenance and after-life support.

Endustrial support will share a work plan for the following activities to be carried out for the Kitui demonstration farm which will be an attachment to this agreement:

	Outputs
Site identification and assessment	<ul style="list-style-type: none"> • Site assessment reports developed • Contracting and signing of partnership agreements formalizing collaboration with selected stakeholders and technology providers. • Mapping of the land at REREC Kitui energy centre for the demo • Land clearing and excavation and logistical coordination
Establishment of Co-branded Agri-Solar Demo centres	<ul style="list-style-type: none"> • Establishment of the horticulture demo farm in REREC's Kitui Energy centre with efforts to leverage REREC infrastructure and technical expertise and, • PUSE technologies installed using VeraSol-tested appliances • Co-branded signage (CLASP/KCIC/REREC)
Training	Training of REREC technicians, Spoke partners and Farmers technicians

	Peer-to-Peer Learning and Exposure Visits to the demo farms for farmers, county officials, financial institutions and other key stakeholders <i>Travel and workshop-related costs for KCIC staff and DREEM participants (i.e., farmer cooperatives/groups) will be covered under the DREEM Hub program budget during the implementation period</i>
Facilitate Appliance Testing	<ul style="list-style-type: none"> • Up to 5 appliances submitted to VeraSol for testing and performance benchmarking • Support provided to up to 5 local agrisolar SMEs (Local owned SMEs e.g., Ntaky, Techwin) with test facilitation and documentation for submission
Mini-Impact Studies on Appliance Usage and Conversion	<ul style="list-style-type: none"> • 2 short case studies (video and brief report) • Monitoring of appliance uptake following demo centre exposure, including testimonials.
Communication and Knowledge Products	<ul style="list-style-type: none"> • 1 digital impact brief and 1 social media toolkit • Farmer adoption profile and photos

Notes:

- Beyond the post-installation training offered by Endustrial Support Limited, REREC may utilize the demo farms to conduct practical, hands-on training. Run community awareness forums and outreach campaigns.
- Post-Installation Support:
 - Endustrial Support Limited will ensure that supplier terms of reference include clear provisions for operations, maintenance, and end-of-life management of the technologies deployed at the demo farms.
 - REREC will provide security, capacity building support and support long-term sustainability of the demo farm

D. RESPONSIBILITIES OF THE PARTIES:

RESPONSIBILITIES OF THE CORPORATION

The Corporation shall undertake the following roles in respect to this collaboration agreement

- I. Provide land and access to facilities at the REREC Energy Centers for the establishment of the demonstration farm.- the DREEM hub team proposes to set up the demo on a 3 acres.
- II. Offer technical support through REREC engineers and technicians during installation and operations.
- III. Facilitate stakeholder mobilization and awareness campaigns in DREEM hub target Counties.
- IV. Support in co-hosting learning events and trainings at the demo farms
- V. Collaborate in tracking energy usage and agronomic outcomes of the demo farm.
- VI. Endorse the co-branded site as an official REREC demonstration unit.

RESPONSIBILITIES OF KCIC

As part of its collaboration with the Corporation, the Kenya Climate Innovation Center (Collaborating Party) shall undertake the following functions concerning these collaborating activities:

- i. Lead project design, implementation, and monitoring through the DREEM Hub structure.
- ii. Provide Financial and operational support for the establishment and scaling of agrisolar demonstration initiatives, including the sourcing and installation of quality-assured solar-powered agricultural technologies.
- iii. Procure and install VeraSol-compliant PUSE appliances at the site.
- iv. Develop and deliver training modules and coordinate exposure visits.

- v. Generate and disseminate knowledge products and digital communication content.
- vi. Coordinate with CLASP and local SMEs for appliance quality assurance and testing.
- vii. Coordinate with CLASP on field-testing
- viii. Report progress and impact to REREC and other stakeholders.
- ix. Joint branding at the demonstration farm and in knowledge materials (CLASP, KCIC and REREC)
- x. Cross-promotion through REREC's, CLASP and KCIC's communication platforms.

Both REREC, KCIC will collaboratively monitor the progress of the Agrisolar demonstration farm spoke pillar, coordinate efforts for appliance testing, and co-develop knowledge outputs.

E. PROJECT BUDGET

- The budget for this initiative is co-financed by CLASP and KCIC under the DREEM hub program
- REREC may co-finance or offer in-kind contributions (access to land, technical staff, logistics support).
- Financial management and reporting will be undertaken by KCIC as per CLASP and DREEM Hub program requirements.

F. Technical support and capacity building

- Both parties will collaborate to build capacity among farmers, county officers, and local SMEs on PUSE technologies.

- KCIC will facilitate county-level mobilization and logistical support for DREEM hub program participants (spoke partners, county officials, and Farmer cooperatives/groups) to utilise the demo farms during the DREEM hub program implementation period.