

Memorandum of Understanding
between
the United Nations Economic Commission for Europe (UNECE)
and
the European Federation of Geologists (EFG)

WHEREAS the United Nations Economic Commission for Europe (hereinafter referred to as “UNECE”) is mandated to carry out a programme of work in the field of sustainable energy with a view to providing access to affordable and clean energy to all, and helping its member States to reduce greenhouse gas emissions and to achieve internationally agreed development goals, including the United Nations Sustainable Development Goals;

WHEREAS the European Federation of Geologists (hereinafter referred to as “EFG”) is a not-for-profit organization whose purpose is to represent the professions of geology in Europe, especially to the European Union (EU) and its various bodies. EFG contributes to protection of the environment, public safety and responsible exploitation of natural resources by promoting excellence in the application of geoscience; supporting research and teaching that underpins it and raising public awareness of the importance of geoscience to society.

RECOGNIZING the desire of UNECE and EFG to establish and develop cooperation with a view to promoting the application of the United Nations Framework Classification for Resources (UNFC) and successor versions thereof as a tool for sustainable management of energy and mineral resources and a means to attain the Sustainable Development Goals.

CONSIDERING that, it is in their common interest to enhance this cooperation.

NOW THEREFORE, UNECE and EFG (hereinafter referred to collectively as “the Parties”), represented by the Executive Secretary in the case of UNECE and the President of EFG, have entered into the present Memorandum of Understanding (hereinafter referred to as “MoU”).

Article 1
Areas of Cooperation

- (1) The Parties agree to cooperate and promote UNFC, inter alia:
 - (a) Promotion of the goals and objectives of UNFC and, in particular, its application to minerals (for both energy production and non-energy applications) and petroleum resources for their sustainable management and development;
 - (b) Promotion of UNFC as a tool to achieve balanced, transparent, equitable and sustainable development of energy and mineral resources to achieve broad-based sustainable growth in alignment with EU policies and directives;
 - (c) Promotion of UNFC as a management tool to support policy analyses, government resources management, industrial business processes, introduction of innovative technologies and financing;

- (d) Promotion of EFG as a professional counterpart of UNECE's Expert Group on Resource Classification to encourage mutual exchange of expertise in resource management;
 - (e) Support the development and promotion of guidance as required for application of UNFC in a regional European context;
 - (f) The exchange of experience in applying UNFC at the regional level in Europe through UNECE's Expert Group on Resource Classification;
 - (g) To promote participation of EFG in the relevant sub-groups of UNECE's Expert Group on Resource Classification and contribute to the development UNFC;
 - (h) Support the development of a system for recognizing competency in all areas of resource management aligned to the Expert Group on Resource Classification's Competent Person guidelines and EFG's European Geologists (EuroGeol) title;
 - (i) Support the development of competency in resource management in other regions, aligned to the Expert Group on Resource Classification's Competent Person guidelines and similar to EFG's European Geologists EuroGeol title;
 - (j) Promote the implementation of a training and capacity building programme, to include training courses, to develop skills and competencies of experts in the classification, reporting and sustainable management of energy and mineral resources, in accordance with UNFC;
 - (k) The provision of updates at the annual meetings of Expert Group on Resource Classification on progress in application of UNFC and any challenges encountered in Europe; and
 - (l) Other areas of common interest related to UNFC, including its application to renewable energy (notably bioenergy, geothermal energy, hydropower, solar and wind energy), anthropogenic resources and injection projects for the purpose of geological storage.
- (2) Additional areas may be subsequently agreed upon by the Parties.
- (3) Within the framework of this MoU, the Parties will be guided by general principles of international law and shall cooperate in accordance with the principles of equity, transparency, reciprocity and neutrality, as well as in accordance with UN Rules and Regulations.
- (4) The Parties will work together towards the implementation of the provisions of this MoU through their authorized representatives, as designated by the Parties.

Article 2 **Implementation**

- (1) The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to maintain a close working relationship in order to achieve the objectives of collaboration under the present MoU.

(2) The present MoU does not have any financial, administrative or legal implications on the part of either Party.

(3) The Parties shall refrain from any action that may adversely affect the interests of the other Party and shall fulfil their commitments with the fullest regard for the terms and conditions of this MoU and the objectives of UNECE and EFG.

Article 3
Authorized Representatives

Each Party shall appoint an authorized representative, who shall act on behalf of that Party in respect of the implementation of the present MoU. The information for each Party's authorized representative is provided in Article 5.

Article 4
Use of Name, Emblem or Official Seal

(1) Unless expressly authorized in writing by the other Party, neither Party shall in any manner whatsoever, use the name, emblem or official seal of the other Party in connection with its business or otherwise.

(2) The Parties recognize that they are legally separate and independent of each other. Neither Party has the authority to act on behalf of the other, unless specifically agreed upon.

Article 5
Correspondence

(1) All correspondences regarding this agreement will be addressed to the officials mentioned below or their authorized nominees.

**For the European Federation of Geologists
(EFG)**

Ms. Isabel Fernandez
Executive Director
European Federation of Geologists (EFG)
Rue Jenner 13
B-1000 Brussels
Belgium
Tel: +32 27 887 636
Email: isabel.fernandez@eurogeologists.eu

**For the United Nations Economic Commission
for Europe (UNECE)**

Ms. Charlotte Griffiths
Chief, Industry Section
Sustainable Energy Division
United Nations Economic Commission for
Europe (UNECE)
Office No. 378, Palais des Nations
CH-1211 Geneva 10, Switzerland
Tel: +41 22 917 1988
E-mail: charlotte.griffiths@unece.org

(2) For the purpose of facilitating the implementation of the working arrangements to be established by the parties in the framework of the Agreement, all correspondences shall be addressed to the following authorized representatives:

UNECE

Name: Charlotte Griffiths
Position: Chief, Industry Section, Sustainable Energy Division, United Nations Economic Commission for Europe (UNECE)
Address: Office No. 378, Palais des Nations, CH-1211 Geneva 10, Switzerland
Phone: +41 22 917 1988
Email: charlotte.griffiths@unece.org

EFG

Name: Ms. Isabel Fernandez
Position: Executive Director
Address: Rue Jenner 13, B-1000 Brussels, Belgium
Phone: +32 27 887 636
Email: isabel.fernandez@eurogeologists.eu

Article 6 **Settlement of Disputes**

(1) The Parties agree to work towards the resolution of any dispute arising in connection with the application and/or interpretation of the present MoU in a spirit of cooperation and good faith, through communication between each Party's authorized representative identified in Article 5 (1).

(2) If a dispute cannot be resolved at the operating level, the subject of disagreement will be recorded in writing by each party and presented to the other party for consideration. If resolution to the dispute is not reached within thirty (30) days, the authorized representatives of each Party will forward the written record of the dispute to the respective executive head for consideration and settlement.

Article 7 **Privileges and Immunities**

Nothing in or relating to the present MoU may be understood as constituting or implying, a waiver from the privileges and immunities enjoyed by UNECE under the terms of the 1946 Convention on the Privileges and Immunities of the United Nations.

Article 8 **Amendments**

Any modifications or changes to the present MoU shall be made in writing with the consent of both parties, and shall take effect on the date of signature by the parties.

Article 9
Extension and Termination of the Agreement

The MoU is concluded for a period of three (3) years with the possibility of an extension subject to the agreement of the Parties, and it shall enter into force upon signature by both parties. The MoU shall remain valid until such time as any Party provides a written notice of termination to the other Party with a minimum notice period of six (6) months.

SIGNED in Geneva and Brussels in two copies, each copy in the English language on the date set forth below:

On behalf of the United Nations
Economic Commission for Europe

On behalf of the European Federation of
Geologists

Ms. Olga Algayerova
Executive Secretary

Mr. Vitor Correia
President

Date: 6 November 2017

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