

**Memorandum of Understanding
between
the United Nations Economic Commission for Europe (UNECE)
and
the World Coal Association (WCA)**

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 to help reduce greenhouse gas emissions and the carbon footprint of the energy sector to achieve the United Nations Sustainable Development Goals;

WHEREAS the World Coal Association (hereinafter referred to as “WCA”) is the global network for the coal industry, whose membership is composed of major international coal producers, with the mission to demonstrate and promote recognition of the fundamental role of coal in achieving a sustainable, lower carbon energy future;

BUILDING UPON previous collaboration between WCA and UNECE in the field of cleaner electricity production from fossil fuels;

CONSIDERING that it is within their common interest to enhance their cooperation;

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

**Article I
Purpose**

1.1. The purpose of this MoU is to provide a general framework for cooperation among the Parties once the Parties identify areas of common interest and priority.

1.2. Within their respective mandates, competencies and objectives, the Parties commit themselves to cooperating on the basis of exchange of relevant information and expertise to realize potential synergies, enhance public dialogue and endeavour to implement common activities, as set forth in Article II below.

Article II
Areas of Cooperation

- 2.1 The possible areas of cooperation identified by the Parties are listed below
- 2.2 WCA will make available its research work and, to the extent possible, expertise on, but not limited to, coal mine methane, high efficiency, low emissions coal technology and carbon capture and storage to be used by the Groups of Experts on Coal Mine Methane and on Cleaner Electricity Production from Fossil Fuels in their work plans as appropriate. The cooperation from WCA will include support to the Task Forces under the respective Groups of Experts. WCA will assist in disseminating information on the United Nations Framework Classification for Fossil Energy and Mineral Reserves and Resources 2009 (UNFC) and, in particular, its application to solid minerals.
- 2.3 UNECE will provide a vehicle for the dissemination of WCA's technical, analytical and normative work, including the implementation of PACE (Platform for Accelerating Coal Efficiency), that can be used, with WCA's permission, as building blocks for various best practices currently being developed by the UNECE Committee on Sustainable Energy and its subsidiary bodies.
- 2.4 Using UNECE as a platform, WCA can participate in intergovernmental mechanisms that shape recommendations and standards related to the increasingly important role of coal in the overall primary energy supply. UNECE will assist and support WCA in its efforts to develop a closer relationship with the other UN Regional Commissions.
- 2.5 The collaboration will include facilitation of dialogue between governments, intergovernmental and non-governmental organizations, industry and other stakeholders on coal-related topics, with a view to increasing the awareness of the role of coal in the global energy mix and in providing access to affordable and clean energy to all with a view to enhancing sustainable economic and social development, and mitigation of climate change.
- 2.6 The Parties will, at their own discretion, invite each other to participate in relevant meetings and conferences, working committees and task forces.
- 2.7 The Parties will collaborate through UNECE's Committee on Sustainable Energy, the Group of Experts on Cleaner Electricity Production from Fossil Fuels, the Group of Experts on Coal Mine Methane, and the Expert Group on Resource Classification.
- 2.8 Additional areas may be subsequently agreed upon by the Parties.

Article III
Implementation

- 3.1 The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to join efforts and to maintain a close working relationship in order to achieve the objectives of collaboration under the present MoU.
- 3.2 Specific activities in the above-mentioned areas of cooperation will be negotiated, agreed upon, and approved on the basis of the Parties' respective work programmes.
- 3.3 As appropriate, each project shall contain the terms and conditions for its implementation, including, but not limited to, clear deliverables, time frames and funding arrangements to be agreed upon and signed by both Parties.

3.4. Project documents may be modified at any time by written agreement of the Parties through their MoU Focal Points designated in Article IV.

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

3.6. This MoU does not create any resource or administrative liability for either Party.

Article IV
MoU Focal Points

4.1. The Parties have designated MoU Focal Points, as indicated below, to plan and develop activities under this MoU and ensure its proper implementation:

UNECE:

Mr. Scott Foster
Director
Sustainable Energy Division
United Nations Economic Commission for Europe
Palais des Nations, 8-14, Avenue de la Paix
1211 Geneva 10
Switzerland
Tel.: +41 22 917 2444
Fax: +41 22 91 70038
Email: scott.foster@unece.org

WCA:

Mr. Benjamin Sporton
Chief Executive
World Coal Association
5th Floor, Heddon House
149 - 151 Regent Street
London 1B 4JD
United Kingdom
Email: BSporton@worldcoal.org

Article V
Intellectual Property rights

5.1. The Parties agree that there will be no joint intellectual property rights.

5.2. Entitlement to all intellectual property rights, including but not limited to, patents, copyrights and trademarks, with regard to materials produced and published by either of the Parties pursuant to the provisions of the present MoU shall be agreed upon in advance in writing by both Parties.

Article VI
Reporting requirements

6.1. The Parties shall keep each other informed of all relevant activities pertaining to this collaboration and shall hold consultations as appropriate, in order to evaluate the progress in the implementation of this MoU and to revise and develop new plans for current or prospective activities.

Article VII
Settlement of disputes

7.1. Any dispute arising out of the application or interpretation or in connection with the present MoU shall be settled by amicable and good-faith consultations and negotiations between the Parties.

Article VIII
Privileges and immunities

8.1. Nothing in the present MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UNECE or WCA.

Article IX
General Provision

9.1. Entry into force and duration: This MoU shall enter into force upon signature by both Parties and will remain in effect for a period of four (4) years. This MoU will be automatically renewed at the end of the term for a successive period of three (3) years unless terminated by the Parties in accordance with the provisions specified in 11.1.

9.2. This MoU does not create legally binding obligations between the Parties.

9.3. The implementation of the MoU does not have financial or budgetary implications for either party, other than time of UNECE and WCA staff spent on joint activities and the cost of printing documents on joint activities.

Article X
Amendments

10.1. This MoU may be amended only by written agreement of both Parties.

Article XI
Termination

11.1. This MoU may be terminated by mutual agreement of the Parties or by either Party providing ninety (90) days advance written notice to the other. In any such event, the Parties shall take all necessary actions as required to promptly and in an orderly manner terminate any on-going activities or projects carried out under this MoU in a cost-effective manner.



Article XII

Use of Name, Emblem or Official Seal

12.1. 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.

12.2 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 XIII

Notices

13.1 Any notices required by this MoU shall be given in writing and delivered to the following addresses:

UNECE:

Mr. Michael Sylver

Executive Officer

The United Nations Economic Commission for Europe (UNECE)

Palais des Nations

8-14, Avenue de la Paix

1211 Geneva 10

Switzerland

Fax: + 41 22 917 26 06

E-mail: michael.sylver@unece.org

WCA:

Mr. Benjamin Sporton, Chief Executive

WCA 5th Floor, Heddon House

149 - 151 Regent Street

London

1B 4JD

United Kingdom

Tel : +44 (0) 20 7851 0052

Email: BSporton@worldcoal.org

or at such other address as may be designated in accordance with the terms of this notice provision.



UNECE



**WORLD COAL
ASSOCIATION**

IN WITNESS WHEREOF, the Parties have signed this MoU in two (2) originals in the English language on the date set forth below:

For WCA

Signature: -----

Benjamin Sporton
Chief Executive

Date: _____

For UNECE

Signature: -----

Christian Friis Bach
Executive Secretary

Date: _____