



Memorandum of Understanding between the United Nations Economic Commission for Europe (UNECE) and the International Gas Union (IGU)

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, in line with the Sustainable Energy for All ("SE4ALL") initiative of the UN Secretary-General, and to help reduce greenhouse gas emissions and the carbon footprint of the energy sector;

WHEREAS the International Gas Union (hereinafter referred to as "IGU") is a worldwide non-profit organization with the mission to advocate natural gas as an integral part of a sustainable global energy system and to promote the political, technical and economic progress of the gas industry;

WHEREAS UNECE has, among the objectives of its Sustainable Energy sub-programme, to focus on activities that help significantly increase the uptake of sustainable energy in the region and that help achieve the objective of access to energy for all in the ECE region and beyond;

BUILDING UPON previous collaboration between IGU and UNECE in the field of gas;

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

DESIRING to establish a mutually beneficial cooperation and in the spirit of collaboration;

NOW THEREFORE, UNECE and IGU (hereinafter referred to collectively as "the Parties"), represented by the Executive Secretary in the case of UNECE and the President and Secretary General in the case of IGU, 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 between the Parties governing collaborative efforts on projects and activities, pursuant to which the Parties may identify areas of common interest and priorities.
- 1.2. In recognition of and with respect for each other's respective mandates, competencies and objectives, the Parties commit themselves to cooperating on the basis of exchange of relevant information, expertise and viewpoints in order to realize potential synergies, enhance public dialogue and endeavour to implement common activities, as set forth in Article II below.

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Article II Areas of Cooperation

The possible areas of cooperation identified by the Parties are listed below. Additional areas may be subsequently agreed upon by the Parties.

- 2.1. The Parties will collaborate through UNECE's Committee on Sustainable Energy and its subsidiary body the Group of Experts on Gas, where IGU currently is represented on the Group's Bureau.
- 2.2. IGU will make available study work and, to the extent possible, expertise from its committees established along the natural gas value chain for use in the work of the Group of Experts on Gas, as defined by the Group's Work Plan for 2014–2017. The cooperation from IGU will include support to the task forces under the Group of Experts on Gas in relation to developing best practice guidance in reducing gas leaks along the value chain, the role of gas to increase the uptake of renewable energy, best practice guidance for liquefied natural gas (LNG), and removing barriers for the use of gas in the transportation sector.
- 2.3. UNECE will provide a vehicle for the dissemination of IGU's technical, analytical and normative work, which could be used, with IGU's permission, as building blocks for various best practices currently being developed by UNECE Group of Experts on Gas.
- 2.4. Using UNECE as a platform, IGU will become part of and gain access to critical intergovernmental mechanisms that might be used to shape possible recommendations and standards related to the increasingly important role of gas in the total primary energy supply. UNECE will assist and support IGU in their efforts to develop a closer relationship with the other UN Regional Commissions and with ECOSOC.
- 2.5. The collaboration will include facilitation of dialogue between governments, intergovernmental and non-governmental organizations, industry and other stakeholders on gas-related topics, with a view to increasing the awareness of the benefits of an enhanced role of gas in the global energy mix and its role in providing access to affordable and clean energy to all to enhance sustainable economic and social development, and mitigation of climate change.
- 2.6. The Parties will collaborate in additional activities that may be referred to as projects, in the UNECE member States and beyond.
- 2.7. The Parties will, at their own discretion, invite each other to participate in relevant meetings and conferences, working committees and task forces.

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.

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- 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. Activities will be jointly designed as projects.
- 3.3. As applicable, each project shall contain the terms and conditions for its implementation, including, but not limited to, clear deliverables, time frames and funding arrangements, specified in a separate project document 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 IGU 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

IGU:

Mr. Mats Fredriksson, Director

IGU c/o Statoil, P.O. Box 3, 1330 Fornebu. Norway

Tel: +47

Email: matsfre@statoil.com

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.

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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

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

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

Article IX **General Provisions**

- 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 4 years. This MoU will be automatically renewed at the end of the term for a successive period of three years unless terminated by the Parties in accordance with the provisions specified in 7.3.
- 9.2. Amendments: This MoU may be amended only by written agreement of both Parties.
- 9.3. Termination: This MoU may be terminated by mutual agreement of the Parties or by either Party providing ninety 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.
- 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.
- 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.
- 9.6. This MoU does not create legally binding obligations between the Parties.
- The implementation of the MOU does not have financial or budgetary implications for either party, other than time of UNECE and IGU staff spent on joint activities and the cost of printing documents on joint activities.

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Article X Notices

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

UNECE:

Ms. Leslie Cleland 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 00 81

E-mail: leslie.cleland@unece.org

IGU:

Mr. Mats Fredriksson, Director

IGU Secretariat c/o Statoil, P.O. Box 3, 1330 Fornebu, Norway

Tel: +47 91585605

Email: matsfre@statoil.com

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

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

Signature:

Signature:

Signature:

Christian Friis Bach
Executive Secretary

Pål Rasmussen

Date: 39/4-20-65 Date: 30/4 2015

(IGU draft 20.1.15)

Secretary General