

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)
AND
PARTNER**

WHEREAS the United Nations Environment Programme (hereinafter referred to as “UNEP”) is the leading global environmental authority that sets the global environmental agenda, promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and serves as an authoritative advocate for the global environment;

WHEREAS in September 2014, the Climate and Clean Air Coalition to Reduce Short-Lived Climate Pollutants (CCAC), whose Secretariat is hosted by UNEP, officially launched the Oil and Gas Methane Partnership as a voluntary initiative through which oil and gas companies commit to reduce methane emissions in the oil and gas sector and create a global standard in methane emissions control;

WHEREAS PARTNER, hereinafter referred to as “the Company,” is a Limited Liability Company and has agreed to join the OGMP;

WHEREAS UNEP, and the Company (hereinafter collectively referred to as “Parties”) share the common objective to minimize methane emissions to the atmosphere;

WHEREAS the OGMP is designed to support participating companies to more fully understand and manage their methane emissions, and to be recognized for their leadership;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as “MOU”) for the Company to join the OGMP

NOW, THEREFORE, UNEP AND THE COMPANY HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

**Article 1
Interpretation**

1. This MoU shall include the attached Annex entitled, “Oil and Gas Methane Partnership 2.0 Framework.” Any Annexes will be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter will prevail.
2. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
3. Any Party’s failure to request implementation of a provision of this MOU will not constitute a waiver of that or any other provision of this MOU.

[MOU/Year/Division concluding this MOU/serial or reference number as allocated by the Division]

4. With the exception of Articles 6 to 14, this MOU is not intended to create any legal binding rights or obligations between the Parties.

Article 2 Duration

1. This MOU will be effective upon the last date of signature of the approving officials and remain in force until [please specify an expiry date here], unless terminated in accordance with Article 14 below.

Article 3 Purpose

1. The purpose of this MOU is to provide a framework for the participation of the Company in the OGMP which facilitates collaboration between the Parties to further reduce methane emissions from the oil and gas value chains to the atmosphere as specified in the “Oil and Gas Methane Partnership 2.0 Framework.

Article 4 Areas of Cooperation

1. The Parties agree to cooperate on the reporting of Scope 1 methane emissions from all sources at both operated and non-operated ventures across the oil and gas sector value chains (but excluding end users) in the manner and over the timeframes set out in the annex entitled, “Oil and Gas Methane Partnership 2.0 Framework.
2. Areas of Cooperation under this MOU may be jointly reviewed on an ongoing basis by the OGMP Steering Group described in Section 6 of the annex entitled “Oil and Gas Methane Partnership Framework 2.0” and pursuant to Article 5 to allow the Parties to respond to newly emerging issues of joint interest.

Article 5 Organization of the Cooperation

1. The Parties will hold regular meetings to ensure smooth and successful implementation of the OGMP, as well as to discuss and consider any mutually-beneficial and mutually agreed upon improvements. At a minimum, such meetings will take place at least once every year.
2. Each Party will also undertake to share knowledge and information in its area of operations and expertise relevant to the MOU with the other Party.
3. The Parties agree that the activities undertaken in connection with this MOU are not intended to provide services to the other Party and neither will seek compensation for any aspect of this work.

Article 6

Status of the Parties and their Personnel

1. The Parties acknowledge and agree that the Company is an entity separate and distinct from the United Nations, including UNEP. The employees, personnel, representatives, agents, contractors or affiliates of the Company, including the personnel engaged by the Company for carrying out any of the project activities pursuant to this MOU, will not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNEP, nor will any employees, personnel, representatives, agents, contractors or affiliates of UNEP be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of the Company.
2. Neither Party will be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU will be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 7

Intellectual Property Rights

1. Nothing in the MOU will be construed as granting or implying rights to, or interest in, intellectual property of the Parties.
2. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to any project, programme, or activity to be carried out under this MOU, the Parties will negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded subsequently.

Article 8

Use of Name and Emblem

1. Neither Party will use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event will authorization of the UN or UNEP's name or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by UNEP of the Company's products, business practices or services.
2. The Company acknowledges that it is familiar with the independent, international and impartial status of the UN and UNEP, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN and UNEP.
3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

Article 9
United Nations Privileges and Immunities

1. Nothing in or relating to this MOU will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article 10
Confidentiality

1. Information will be handled in accordance with the provisions in the “Oil and Gas Methane Partnership Framework 2.0.”

Article 11
Responsibility

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.
2. The Company agrees to hold and save harmless the United Nations and UNEP, their officials, personnel and representatives, from liability which may arise in relation to this MOU due to any actions or omissions attributable to the Company, in accordance with the status of the United Nations as reflected in Article 9.
3. The obligations under this Article and Article 8-13 do not lapse upon termination of this MOU.

Article 12
Dispute Settlement

1. The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the United Nations Commission on International Trade (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.
2. Any dispute, controversy or claim between the Parties arising out of this Agreement which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal will have no authority to award punitive damages. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article 13
Notification and Amendments

[MOU/Year/Division concluding this MOU/serial or reference number as allocated by the Division]

1. Each Party will promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.
2. The Parties may amend this MOU by mutual written agreement, which will be appended to this MOU and become an integral part of it.

**Article 14
Discontinuation**

1. Either Party may discontinue this MOU at any time, with one month notice and no further obligation except as stipulated in Article 14.3 below. If the Company withdraws from the OGMP its name will be removed from the Partner list on the OGMP website.
2. Upon discontinuation of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU will cease to be effective.
3. Any discontinuation of the MOU will be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For the United Nations Environment Programme

For Partner

.....
Ligia Noronha
Director, Economy Division

.....
Name
Title

Date:

Date:

Annex A: Oil and Gas Methane Partnership 2.0 Framework