

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP), AS SECRETARIAT FOR THE CLIMATE AND
CLEAN AIR COALITION
AND
[Oil and Gas Company X]**

WHEREAS the Climate and Clean Air Coalition to Reduce Short-Lived Climate Pollutants (CCAC) is an international effort uniting governments, companies, international government organizations and non-governmental organizations to meaningfully reduce short-lived climate pollutants such as methane, black carbon, and many HFCs;

WHEREAS the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading organization within the United Nations system in the field of environment and has as a major area of focus of its global mandate, the conservation, protection, enhancement and support of nature and natural resources, including biological diversity, worldwide;

WHEREAS UNEP serves as Secretariat to the CCAC and is entitled to sign on the CCAC's behalf;

WHEREAS [Company X], hereinafter referred to as "the Company," is a [legal status of the entity] and has agreed to join the "CCAC Oil and Gas Methane Partnership";

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

WHEREAS the "CCAC Oil and Gas Methane Partnership" 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 CCAC Oil and Gas Methane Partnership with the aim of evaluating methane emissions sources and implementing cost-effective emission reduction technologies and practices, per the details provided in the attached "CCAC Oil and Gas Methane Partnership Framework."

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

Article 1
Interpretation

1. References to this MOU will be construed as including the attached Annex entitled, “CCAC Oil and Gas Methane Partnership 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.

Article 2
Duration

1. This MOU will be effective upon the last date of signature of the approving officials and remain in force unless terminated in accordance with Article 15 below.

Article 3
Purpose

1. The purpose of this MOU is for the Company to join the CCAC Oil and Gas Methane Partnership, which facilitates collaboration between the Parties to further reduce methane emissions to the atmosphere as specified in the “CCAC Oil and Gas Methane Partnership Framework”;
2. The objectives of this MOU will be achieved, inter alia, through:
 - a. Evaluating methane emissions sources; and
 - b. Implementing cost-effective emission reduction technologies and practices,

Article 4
Areas of Cooperation

1. Areas of Cooperation are spelled out in detail in the annex entitled, “CCAC Oil and Gas Methane Partnership Framework,” and will include responsibilities by both the CCAC (via the CCAC Secretariat and a range of CCAC partners) as well as by the Company.
2. Key responsibilities of the CCAC (via the CCAC Secretariat and a range of CCAC partners) include:
 - a. Assign a CCAC Administrator “point of contact” for the Company joining the Partnership;
 - b. If requested by the Company, assist the Company to assess its methane emissions,

analyze potential methane emission reduction projects and implement practical solutions;

- c. Organize meetings and workshops to advance the goals of the CCAC Oil and Gas Methane Partnership;
- d. Receive, collate, report on, and track company actions under the CCAC Oil and Gas Methane Partnership;
- e. Hold any information, agreements, and data strictly confidential if designated as confidential by the Company, with the exception of the data designated for annual public disclosure per Section 4 of the Partnership Framework;
- f. Only if requested by the Company, assist in discussions with host governments and national oil/gas company partners to remove barriers to technically and economically feasible methane reduction opportunities; and
- g. Provide companies with public recognition for their actions under the CCAC Oil and Gas Methane Partnership.

3. Key responsibilities of the Company include:

- a. Appoint a company “point of contact” to manage the agreed actions under the CCAC Oil and Gas Methane Partnership;
- b. Within six months of the official beginning of the CCAC Oil and Gas Methane Partnership (which will be determined by the Founding Partners and the CCAC) or the Company joining the Partnership (whichever occurs later), submit an Implementation Plan that outlines key elements of the Company’s participation;
- c. Conduct surveys of participating assets/operations to identify and quantify core methane sources and emission reduction opportunities;
- d. Conduct an evaluation of each methane reduction opportunity and implement feasible options or document why a particular option is not feasible if determined to be such;
- e. Annually report on surveys conducted, number of methane sources identified, volume of methane emissions from these sources, results of feasibility evaluations conducted, mitigation options implemented, reductions achieved, future planned mitigation actions, and progress relative to the Company’s Implementation Plan; and
- f. Communicate participation to employees and cooperate, as appropriate, with CCAC efforts to publicize the CCAC Oil and Gas Methane Partnership.

4. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

5. Areas of Cooperation under this MOU may be jointly reviewed on an ongoing basis by the Parties 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 CCAC Oil and Gas Methane Partnership, 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 connected 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 as per Article 1.2.

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 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 "CCAC Oil and Gas Methane Partnership Framework."

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 obligations under this Article 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 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

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 no notice or penalties and no further obligation. If the Company withdraws from the CCAC Oil and Gas Methane Partnership, its name will be removed from the Partner list on the CCAC Oil and Gas Methane Partnership 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 United Nations Environment Programme,
on behalf of the Climate and Clean Air Coalition**

For [Partner]

.....
Ligia Noronha
Director, Division of Technology, Industry
and Economics (DTIE)

.....
[Name]
[Title]

Date:

Date: