

Memorandum of Understanding
between
the United Nations Economic Commission for Europe (UNECE)
and
the EuroGeoSurveys (EGS)

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 Geological Surveys of Europe or EuroGeoSurveys (hereinafter referred to as “EGS”) is a not-for-profit organization representing 37 National Geological Surveys and some regional surveys in Europe that provides the European Institutions with expert, neutral, balanced and practical pan-European advice and information as an aid to problem-solving, policy, regulatory and programme formulation the sustainable development of on- and off-shore natural resources.

RECOGNIZING the desire of UNECE and EGS to establish and develop cooperation with a view to adopting, developing and 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 as a means to attain the Sustainable Development Goals.

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

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

Article 1
Areas of Cooperation

- (1) The Parties agree to cooperate to adopt, develop and promote UNFC, to inter alia:
 - (a) Support the adoption of UNFC for harmonization, sustainable management and reporting of mineral resources (for both energy production and non-energy applications), petroleum resources, renewable energy resources, injection projects and anthropogenic resources among all stakeholders to strengthen European Union’s competitiveness, social well-being, environmental management and international commitments;
 - (b) Assist the continuous development of UNFC as a tool to achieve balanced, transparent, equitable and sustainable development of all resources and to facilitate broad-based sustainable growth in alignment with European Union policies and directives and help realize a European Geological Knowledge Base for all resources;

- (c) Promote the application of UNFC through the National Geological Surveys and Regional Surveys in the framework of the EGS Mineral Resource Expert Group (MREG) as a sustainable resource management tool to support policy analyses, government resource management, industrial business processes, introduction of innovative technologies and financing;
 - (d) Support EGS in the practical application of UNFC in sharing and providing geological data for the sustainable management of all resources, as part of the Geological Service for Europe;
 - (e) Encourage the application of UNFC in the relevant projects and initiatives of EGS such as the European Geological Data Infrastructure (EGDI) based on the European Union's Infrastructure for Spatial Information in Europe (INSPIRE) Directive and other relevant programmes;
 - (f) Provide support to UNECE's Expert Group on Resource Classification in the development and maintenance of UNFC and encourage mutual exchange of expertise in resource management;
 - (g) Support the development of UNFC's social and environmental guidelines and their application to ensure consistency with the relevant European Union Directives;
 - (h) Contribute to and promote the development of specific guidance as required for application of UNFC for sustainable development of all resources in a European context;
 - (i) Promote national projects in National and Regional Geological Surveys for the pro-active application of UNFC for sustainable resource management;
 - (j) Support stakeholder consultations in Europe for the use of UNFC for sustainable development of all resources;
 - (k) Encourage the exchange of experience in applying UNFC at the regional and country levels by developing case studies and application examples;
 - (l) Promote participation of EGS and the constituent National Geological Surveys and Regional Surveys in the relevant sub-groups of the UNECE Expert Group on Resource Classification and contribute to the overall development and maintenance of UNFC;
 - (m) Support the adoption and application of UNFC in other regions based on experience gained in the European region, including promotion of training and capacity-building programmes to develop skills and competencies of experts in the classification, reporting and sustainable management of all resources through relevant initiatives.
 - (n) Provide updates at the annual meetings of the UNECE Expert Group on Resource Classification on progress in application of UNFC and any challenges encountered in Europe; and
 - (o) Other areas of common interest, including analysis, publication and dissemination of knowledge regarding application of UNFC.
- (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) In no event shall this Memorandum, or any amendment hereof, operate to create financial or administrative or legal obligations on the part of either Party, nor does it prevent the parties from pursuing the objectives set forth in this Memorandum on their own or with other third parties.

(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 EGS.

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.

Article 5

Correspondence

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

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
Phone: +41 22 917 1988
Email: charlotte.griffiths@unece.org

For EuroGeoSurveys (EGS)

Dr. Slavko Solar
Secretary General
EuroGeoSurveys (EGS)
Rue Joseph II, 36-38
1000 Brussels
Belgium
Phone: +32 2 888 75 52
Email: slavko.solar@eurogeosurveys.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: Ms. 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

EGS

Name: Mr. Zoltan Horvath
Position: Deputy Head of Division, Department of Mineral Resource Management and Concession Affairs (MBFSZ, AGKIO); Head of Classification Subgroup in the EuroGeoSurveys Mineral Resource Expert Group (EGS MREG); Geologist Expert
Address: MBFS, 17-23 Columbus Street, 1145 Budapest, Hungary
EuroGeoSurveys, Rue Joseph II, 36-38, 1000 Brussels, Belgium
Phone: +36 1 252 4999/144
Email: horvath.zoltan@mbfsz.gov.hu

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



Ms. Olga Algayerova
Executive Secretary

Date:
26.04.2018

On behalf of EuroGeoSurveys



Professor Teresa Ponce de Leão
President of EuroGeoSurveys

Date: 26th April 2018