

**Memorandum of Understanding
between
the United Nations Economic Commission for Europe (UNECE)
and
the Shanxi Coking Coal Group Co Ltd of Taiyuan, China**

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 the carbon footprint of the energy sector;

WHEREAS UNECE, through its Committee on Sustainable Energy (CSE) and the Committee’s subsidiary body the Group of Experts on Coal Mine Methane (CMM), promotes development and profitable recovery and use of coal mine methane, with a specific focus on recovery and use of CMM to mitigate climate change, improve mine safety and productivity, and generate revenues and cost savings;

WHEREAS the Economic and Social Council of the United Nations in 2011 invited States Members of the United Nations, international organizations, and the Regional Commissions to take appropriate measures to ensure the application of the UNECE’s “Best Practice Guidance for Effective Methane Drainage and Use in Coal Mines” in countries worldwide;

WHEREAS the Shanxi Coking Coal Group Co Ltd, (hereinafter referred to as “SCCG”), is China’s largest coking coal producer with 230,000 employees and 107 mines producing 105 million tonnes of raw coal annually;

BUILDING UPON previous collaboration between SCCG and UNECE Group of Experts on CMM;

NOW THEREFORE, UNECE and SCCG (hereinafter referred to collectively as “the Parties”), represented by the Executive Secretary in the case of UNECE and General Manager in the case of SCCG, 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 framework for setting up and running an International Centre of Excellence on Coal Mine Methane (ICE-CMM). The ICE-CMM will be hosted by SCCG and will operate under the auspices of the UNECE Group of Experts of CMM. Concrete details of this endeavour are set forth below.

Article II
Areas of Cooperation

- 2.1. This MoU outlines the activities needed to establish and run the ICE-CMM, and defines the division of responsibilities between the Parties.
- 2.2. SCCG will provide in-kind contribution to UNECE by hosting and running the ICE-CMM, which will be physically located at SCCG premises, and which will perform a number of activities and projects, in accordance with the Terms of Reference of ICE-CMM (attached to this MoU).
- 2.3. UNECE will provide guidance to SCCG through engagement of its experts in ICE-CMM operations where possible and practicable. Under no circumstances shall this paragraph be construed as creating a legally binding commitment on the part of UNECE to contribute in any way to activities of the ICE-CMM.
- 2.4. The Parties will collaborate in other joint activities that may be referred to as projects, in the UNECE member States and beyond, that fall under the Terms of Reference of ICE-CMM.

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. As applicable and if found necessary by the Parties, 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.
- 3.3. Project documents may be modified at any time by written agreement of the Parties through their MoU Focal Points designated in Article IV.
- 3.4. 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 SCCG and UNECE.
- 3.5. 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

SCCG:

Mr. Jia Qingrong
Deputy Director
New Industry Development Bureau
Shanxi Coking Coal Group Co., Ltd
Room 1208, Shanxi Coking Coal building, No.1 of Section 1, Xinjinci Road, Taiyuan City, Shanxi
Province, China.
Zip Code: 030024
Tel.: +86 0351 8305175
Fax: +86 0351 8305175
Email: sxjmjqr@126.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.

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 from 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, expressed or implied, of any of the privileges and immunities of the UNECE.

Article IX
General Provisions

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 9.3.

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 (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.

9.4. 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.

9.5. 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 in writing form.

9.6. The provisions of this MoU do not create any legally binding obligations for and between the Parties.

9.7. The implementation of the MoU does not have financial or budgetary implications for either party, other than the time of UNECE staff and SCCG staff spent on jointly agreed and organized activities and the cost of printing documents on such activities.

9.8. This MoU is made in English and will be subsequently translated into Chinese; if at any point any discrepancy between the Chinese version and English version arises, the English version shall prevail.

Article X
Notices

10.1 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
Tel: +41 22 917 2606
E-mail: michael.sylver@unece.org

SCCG:

Mr. Jia Qingrong

Deputy Director

New Industry Development Bureau

Shanxi Coking Coal Group Co., Ltd

Room 1208, Shanxi Coking Coal building, No.1 of Section 1, Xinjinci Road, Taiyuan City, Shanxi Province, China.

Zip Code: 030024

Tel.: +86 0351 8305175

Fax: +86 0351 8305175

Email: sxjmjqr@126.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 on the date set forth below:

For SCCG

SCCG:

Signature: -----

Jin Zhixin
General Manager

Date: _____

For UNECE

UNECE:

Signature: -----

Christian Friis Bach
Executive Secretary

Date: _____

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Attachments:

1. Terms of Reference of the International Centre of Excellence on Coal Mine Methane;
2. Side letter from the UNECE Executive Secretary, Under-Secretary-General, Mr. Christian Friis Bach, dated 18 May 2017, Ref: 2017/OES/150/SED