

**Memorandum of Understanding  
between  
the United Nations Economic Commission for Europe (UNECE)  
and  
the Central Mining Institute of Katowice, Poland**

**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 initiative of the United Nations’ Secretary-General, and helping to reduce greenhouse gas emissions and the carbon footprint of the energy sector;

**WHEREAS** the Central Mining Institute (hereinafter referred to as “GIG”, referring to the acronym of its Polish name Główny Instytut Górnictwa), as an institution under the Polish Ministry of Economy, is a lead research organization in coal mine methane (CMM), underground coal gasification, carbon capture and storage, and shale gas;

**WHEREAS** UNECE, through its Committee on Sustainable Energy (CSE) and the Committee’s subsidiary body, the Group of Experts on 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;

**BUILDING UPON** previous collaboration between GIG and UNECE in the field of CMM;

**NOW THEREFORE**, UNECE and GIG (hereinafter referred to collectively as “the Parties”), represented by the Executive Secretary in the case of UNECE and the Deputy Prime Minister of Poland, Minister of Economy, 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). ICE-CMM will be hosted by GIG and will operate under the auspices of the UNECE Group of Experts of CMM. Concrete details of this endeavour are set forth in Article II below.

## **Article II**

### **Areas of Cooperation**

2.1. This MoU outlines the activities needed to establish and run the future ICE-CMM, and defines the division of responsibilities between the Parties.

2.2. GIG will provide in-kind contribution to UNECE by hosting and running the ICE-CMM, which will be physically located at GIG 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 and assistance to GIG through engagement of its experts in ICE-CMM operations, as needed.

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 GIG 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](mailto:scott.foster@unece.org)

GIG:

Prof. Stanisław Prusek

Director-General

Central Mining Institute (GIG)

Plac Gwarków 1, 40-166 Katowice, Poland

telephone: +48 32 258-16-31 do 9

fax: +48 32 259-65-33

e-mail: [sprusek@gig.eu](mailto:sprusek@gig.eu) and [sekretariat@gig.eu](mailto:sekretariat@gig.eu)

#### **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 or GIG.

## **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 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 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 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.

9.6. This MoU does not create legally binding obligations between the Parties.

9.7. The implementation of the MOU does not have financial or budgetary implications for either party, other than time of UNECE and GIG staff spent on joint activities and the cost of printing documents on joint activities.

## **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  
Acting 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](mailto:leslie.cleland@unece.org)

GIG:  
Prof. Stanisław Prusek  
Director-General  
Central Mining Institute (GIG)  
Plac Gwarków 1, 40-166 Katowice, Poland  
telephone: +48 32 258-16-31 do 9  
fax: +48 32 259-65-33  
e-mail: [sprusek@gig.eu](mailto:sprusek@gig.eu) and [sekretariat@gig.eu](mailto:sekretariat@gig.eu)

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:

**For GIG**

**For UNECE**

Janusz Piechociński  
Deputy Prime Minister of Poland  
Minister of Economy

Christian Friis Bach  
Executive Secretary

Prof. Stanisław Prusek  
Director-General  
of Central Mining Institute (GIG)

Prof. Józef Dubiński  
Correspondence member  
of Polish Academy of Sciences

Date: 30.10.2015

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