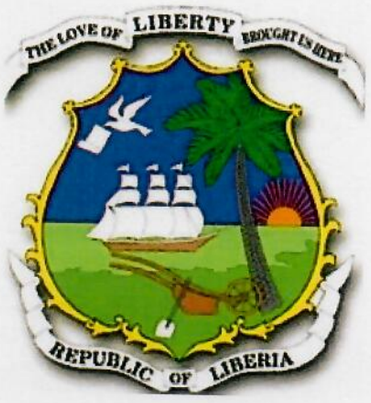

COOPERATIVE FRAMEWORK AGREEMENT FOR GREEN HOUSE GASES (GHG) DATA SHARING AND MANAGEMENT TO SUPPORT LIBERIA'S NATIONALLY DETERMINED CONTRIBUTIONS (NDC) IMPLEMENTATION

BETWEEN

ENVIRONMENTAL PROTECTION AGENCY (EPA)

AND

FORESTRY DEVELOPMENT AUTHORITY (FDA)

NOVEMBER 2019

This agreement is dated 19 November 2019

PARTIES

(1) The Environmental Protection Agency, a statutory body established under the Act Creating the Environmental Protection Agency of Liberia of 4th Street Sinkor, Monrovia, Liberia and represented by its Executive Director/CEO, Hon. Nathaniel T. Blama Sr. (**EPA**).

(2) The Forestry Development Authority, a statutory body established under the Act Creating the Forestry Development Authority of Liberia of Whein Town, Mount Barclay, Liberia and represented by its Managing Director, Hon. C. Mike Doryen (**FDA**).

1. BACKGROUND

1.1 EPA and FDA have agreed to work together on the development of a cooperative framework for all necessary greenhouse gas (GHG) data sharing between the FDA and the EPA, as a way of building and strengthening Liberia's national capacity to implement the transparency elements of the Paris Climate Agreement (**Project**).

1.2 The parties wish to record the basis on which they will collaborate with each other on the Project. This Memorandum of Understanding (**MoU**) sets out:

(a) the key objective of the Project;

(b) the principles of collaboration; and

(c) the respective roles and responsibilities the parties will have during the Project.

2. INTERPRETATION

1.1 The definitions and rules of interpretation in this Clause 1 apply in this agreement.

Capacity Building Initiative for Transparency: under the Global Environment Facility to support developing countries to prepare to meet the enhanced transparency requirements of the Paris Climate Agreement (**CBIT**).

Nationally Determined Contributions: under the United Nations Framework Convention on Climate Change refers to country-specific reductions in GHG emissions developed in anticipation of a global goal on climate change, which was established by the Paris Climate Agreement in December 2015 (**NDC**).

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

3. KEY OBJECTIVE FOR THE PROJECT

The parties shall undertake the Project to achieve the establishment of a platform for greenhouse gas data sourcing and sharing between the FDA's land use, land-use change and forestry (LULUCF) sector and the EPA, the responsible national coordinating authority, in order to support the capacity development of the Liberia NDCs (**Key Objective**).

4. PRINCIPLES OF COLLABORATION

The parties agree to adopt the following principles when carrying out the Project (**Principles**):

(a) collaborate and co-operate. Ensure that the activities set out in this MoU are delivered and actions taken as required;

(b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU in line with the TACCC principles -

Transparency, Accuracy, Completeness, Comparability, Consistency;

(c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;

(d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

(e) adopt a positive outlook. Behave in a positive, proactive manner;

(f) adhere to statutory requirements and best practice. Comply with applicable laws and standards;

(g) act in a timely manner. Recognize the time-critical nature of the Project and respond accordingly to requests for support;

(h) manage stakeholders effectively;

(i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorized to fulfil the responsibilities set out in this MoU; and

(j) act in good faith to support achievement of the Key Objective and compliance with these Principles.

5. ROLES AND RESPONSIBILITIES

5.1 EPA shall **lead** and the FDA **assure** in the following roles and responsibilities to deliver the Project:

(a) process and store GHG data;

(b) provide transportation and communication in kind to the relevant NDC hubs for a period of fifteen (15) months from July 2019 to September 2020;

(c) build the capacities of government institutions and staff to collect, document, and archive key data in all sectors on a regular basis throughout the GHG inventory process;

(d) maintain an accessible directory and platform for GHG data sharing;

(e) report in accordance with the reporting mechanism under the United Nations Framework Convention on Climate Change;

(f) share GHG data with other national and international partners as may be required; and

(g) oversee the implementation, during the period of fifteen (15) months from July 2019 to September 2020, of the following activities by the CBIT project team:

(i) support the development of a functional GHG inventory and monitoring, reporting and verification (MRV) systems established at the Climate Change Department of the EPA, with climate data and analysis integrated into policy making, NDC tracking, and international reporting;

(ii) build the technical capacities of technicians in the various NDC hubs through regular trainings in order to develop their GHG Inventory and MRV system, to prepare, submit and communicate their National Communications and their Biennial Update Reports;

(iii) strengthen institutional capacity of the FDA hubs through provision of GHG Inventory and MRV equipment;

(iv) strengthen GHG data sharing in the land-based sector through establishment of institutional arrangements for GHG data collection and sharing, quality control and assurance, analysis, and archiving; and

(v) support development and operationalization of the FDA NDC hub and a national

coordination platform for all transparency-related activities and other reporting.

5.2 FDA shall **lead** and the EPA **assure** in the following roles and responsibilities to deliver the Project:

(a) regular collection of GHG activity data in the LULUCF sector;

(b) share all GHG data per-schedule with the EPA on routine period as agreed by the parties;

(c) ensure quality control of GHG data;

(d) collect and report to the EPA on information per-schedule;

(e) operate emission hubs with designated focal person;

(f) prepare regular activity data on LULUCF for submission to EPA; and

(g) promote the values and principles referred under the CBIT objectives on transparency.

5.3 For the purpose of this clause:

(a) Lead: the party that has principal responsibility for undertaking the particular task, and that will be authorized to determine how to undertake the task. The Lead must act in compliance with the Key Objective and Principles at all times, and consult with the other party in advance if they are identified as having a role to Assure the relevant activity;

(b) Assure: the party that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

6. CONSULTATION

6.1 If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation.

6.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party in relation to the Project, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of either party.

7. INTELLECTUAL PROPERTY

The parties intend that any intellectual property rights created in the course of the Project shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both parties in the party that is lead party noted in *Clause 5* above for the part of the project that the intellectual property right relates to).

8. TERM AND TERMINATION

8.1 This MoU shall commence on the date of signature by both parties and shall expire on completion of the Project.

8.2 Either party may terminate this MoU by giving at least three months' notice in writing to the other party at any time.

9. VARIATION

This MoU may only be varied by written agreement of both parties.

10. STATUS

10.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

10.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

11. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed in accordance with Liberian law and, without affecting the escalation procedure set out in *Clause 6*, each party agrees to submit to the exclusive jurisdiction of the courts of Liberia.

Signed for and on behalf of EPA

Signature: .....

Hon. Nathaniel T. Blama Sr.
Executive Director/CEO
19 November 2019

Signed for and on behalf of FDA

Signature: .....

Hon. C. Mike Doryen
Managing Director
19 November 2019