

## Appendix C.6

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between

**Office of Climate, Licensing and Resource Use** (hereinafter "OCLR") of the Environmental Protection Agency of Ireland

and the **Marine Institute** (hereinafter "Key Data Provider")

for the provision of the Annual OSPAR Report on Discharges, Spills and Emissions from Offshore Oil and Gas Installations including estimates of emissions of CO<sub>2</sub>, CH<sub>4</sub>, NO<sub>x</sub>, SO<sub>2</sub> and nmVOCs.

OCLR and the Marine Institute may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

#### WHEREAS

Ireland being a Party to the UNFCCC and also a Party to the Kyoto Protocol is specifically required to implement a national system for greenhouse gas data provision, in accordance with Article 5 of the Kyoto Protocol and EU Decision, 280/2004/EC concerning a mechanism for monitoring Community greenhouse gas emissions and implementing the Kyoto Protocol;

the EPA is responsible for the delivery of the national atmospheric inventory in accordance with inter alia national obligations under the UNFCCC and CLRTAP;

Marine Institute, as a Key Data Provider, provides vital data for a key source category of the NAI;

the EPA has formal legal powers under section 69 of the EPA Act 1992 to require the provision of information related to environmental quality from any public body;

the OCLR wishes to establish a formal arrangement with the Marine Institute regarding the annual provision of data to develop a national atmospheric inventory system in line with the guidelines for national systems to assist the EPA in meeting its particular responsibilities.

#### 1. COMMENCEMENT DATE AND DURATION

- 1.1 This Memorandum of Understanding shall be deemed to come into force on **1<sup>st</sup> May 2007** "the Commencement Date" and shall continue in force for a period of seven (7) years next following the Commencement Date ("the Term"), unless extended by the Parties for a further period or periods.
- 1.2 Notwithstanding the expiry or early termination of this Memorandum of Understanding for any cause, the provisions of Clause 3 hereof shall survive such expiry or early termination.

#### 2. RELATIONSHIP OF THE PARTIES AND SCOPE OF THE MEMORANDUM OF UNDERSTANDING

- 2.1 The purpose of this Memorandum of Understanding is to record the agreement that has been reached between the parties with respect to:
  - 2.1.1 National responsibility to compile the national atmospheric inventory (see Schedule 1)

- 2.1.2 Specific requirements relating to the provision of data by the Key Data Provider for the NAI relating to:

- (i) the data delivery (see Schedule 2)
- (ii) the required data format (see Schedule 3)
- (iii) the data quality QA/QC (see Schedule 4)
- (iv) data security (see Schedule 5)

The Schedules provide a baseline for the Key Data Provider in the supply of the information for the inclusion in the NAI.

- 2.2 The Parties shall continue for the Term to consider ways to improve the quality of the specific requirements as part of process of continuous improvement of the NAI.
- 2.3 The Key Data Provider is willing to continue to provide the relevant data on an annual basis for timely incorporation into the NAI in accordance with the Schedules, and to be involved in the process of continuous improvement for the Term.
- 2.4 Each party shall be responsible for any costs incurred by it in connection with this Memorandum of Understanding.

### **3. CONFIDENTIALITY**

- 3.1 Each Party possesses valuable information, technical knowledge, experience and data of a confidential nature relating to the National Atmospheric Inventory that it regards as assets of considerable value. Each Party may disclose such information to the other Party on the condition that the recipient of the information does not disclose it to any third party or make use of it in any manner except insofar as is necessary to achieve the purposes of this Agreement for the NAI.
- 3.2 The above undertakings shall not apply to:
- (i) information, which at the time of disclosure is published or otherwise generally available to the public;
  - (ii) information which after disclosure is published or becomes generally available to the public, otherwise than through the fault or negligence of the receiving Party;
  - (iii) information, which the receiving Party can show, was in its possession at the time of disclosure and which was not acquired directly or indirectly from the disclosing Party;
  - (iv) information, which was rightfully acquired from others who did not obtain it under conditions of confidentiality to the disclosing Party.
- 3.3 Upon expiry or earlier termination of this Agreement, the receiving Party agrees to keep any information disclosed to it pursuant to sub-Clause 4.1 hereof confidential for a period of seven (7) years from the date of disclosure. Upon the expiry of the said period, each Party shall be relieved from all obligations under this Clause in respect of the relevant information.

### **4. ASSIGNMENT**

- 4.1 This Memorandum of Understanding may not be assigned in whole or in part by either Party save its rights and duties under this Agreement, in whole or in part, without the prior written approval of the other Party.

### **5. FORCE MAJEURE**

- 5.1 Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected Party.

## 6. TERMINATION

- 6.1 The Key Data Provider shall notify the OCLR immediately if the data set can no longer be provided as agreed and OCLR may terminate this Memorandum of Understanding by written notice to the Key Data Provider.

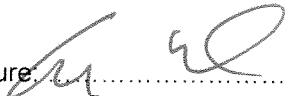
## 7. ENTIRE AGREEMENT

- 7.1 This Memorandum of Understanding and any amendment to the Memorandum including the Schedules sets out the entire agreement between the Parties and supersedes any prior agreement whether formal or informal and whether legally within the Memorandum of Understanding.

## 8. LAW

- 8.1 This Agreement shall in all respects be construed as an agreement subject to the laws of Ireland and to the exclusive jurisdiction of the Courts of Ireland.
- 8.2 Should any provision of this Agreement be deemed illegal or void by a court of law, then that provision shall be deemed severed from this Agreement which, where possible, shall continue in force notwithstanding such severance.

Signed for and on behalf of  
**OCLR of the EPA**

Signature: 

Name (Print): LAURA BURKE

Title: DIRECTOR

Signed for on behalf of  
**Marine Institute**

Signature: 

Name (Print): PETER HEFFERMAN

Title: CHIEF EXECUTIVE

### ***Schedule 1***

The EPA as Single National Entity (SNE) has overall responsible for the delivery of the National Atmospheric Inventory (NAI) and reporting it to the relevant international organisations including the Secretariat of the United Nations Framework Convention on Climate Change (UNFCCC). In this capacity, the SNE is required to maintain a national system for greenhouse gas inventory data provision, in accordance with Article 5 of the Kyoto Protocol<sup>1</sup> and EU Decision, 280/2004/EC concerning a mechanism for monitoring Community greenhouse gas emissions and for implementing the Kyoto Protocol.

### ***Schedule 2***

The data specified in Schedule 3 relating to emissions in the previous calendar year is to be provided in electronic format to the OCLR by **30<sup>th</sup> October** each year.

### ***Schedule 3***

Annual data to be provided by the Marine Institute for the purpose of compiling the NAI comprises the following:

Annual OSPAR Report on Discharges, Spills and Emissions from Offshore Oil and Gas Installations including estimates of emissions of CO<sub>2</sub>, CH<sub>4</sub>, NO<sub>x</sub>, SO<sub>2</sub> and nmVOCs.

### ***Schedule 4***

An outline of Quality Control procedures and specific data quality checks related to the data provided to the NAI by Marine Institute are set out in the Agreement Table below.

### ***Schedule 5***

The data specified in Schedule 3 is to be provided annually for the duration of the Agreement. Any changes to the scope of data provided will be agreed in writing.

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<sup>1</sup> See Decision 20/CP.7 in FCCC/CP/2001/13/Add.3 of the Marrakech Accords

**Agreement Table.**

<b>Organisation</b>	<b>Marine Institute</b>
<b>Contact</b>	Margot Cronin <a href="mailto:Margot.cronin@marineinstitute.ie">Margot.cronin@marineinstitute.ie</a>
<b>Deadline for Data Submission</b>	30 <sup>th</sup> October each year
<b>Data submitted to the Ireland NAI</b>	Annual Report on Discharges, Spills and Emissions from Offshore Oil and Gas Installations in relation to emissions of CO <sub>2</sub> , CH <sub>4</sub> , NO <sub>x</sub> , SO <sub>2</sub> and nmVOCs.
<b>Summary of Data: origin, collection, processing, checking prior to submission to EPA.</b>	The data is collected under the OSPAR convention by each operator and reported to the Marine Institute under the Drilling Approval process governed by the Petroleum and Other Minerals Development Act 1960 (as amended) The data is required to be measured/evaluated according to well established guidelines.
<b>Consistency of Estimation Methodology</b>	Data is collected annually from operators under Petroleum and Other Minerals Development Act 1960 (as amended).
<b>QA system details: accredited?, Protocols &amp; Guidance</b>	The quality of data and its management is assured by the experience and competence of Marine Institute staff.
<b>Summary of Specific QC Procedures</b>	Marine Institute conduct periodic data checks to update and revise data submitted to them for reporting under the OSPAR Convention.
<b>Comments on data quality or uncertainty issues</b>	The data is considered to be of good quality.