

MINISTRY OF WATER AND ENVIRONMENT



CLIMATE CHANGE DEPARTMENT

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY OF WATER AND ENVIRONMENT

AND



NATIONAL FORESTRY AUTHORITY

**CONCERNING: DATA SHARING FOR THE NATIONAL
GREENHOUSE GAS INVENTORY**

2020

This Memorandum of Understanding (MoU) is entered into on this...12th...day of ~~MARCH~~ 2020 by and between **The Ministry of Water and Environment** of Plot 21/28 Port Bell Road, Luzira, P.O. Box 20026 Kampala (hereinafter referred to as MWE), of the one Part

and

National Forestry Authority of Plot 10/20 Spring Road, P.O. Box 70863 Kampala (hereinafter referred to as NFA), of the other Part.

PREAMBLE

WHEREAS:

- i. By signing and ratifying the United Nations Framework Convention on Climate Change (hereinafter referred to UNFCCC), the Kyoto Protocol 2007, and the Paris Agreement 2015, Uganda has committed to the adoption and implementation of policies and measures designed to mitigate climate change and adapt to its impacts;
- ii. Uganda as a Party to the UNFCCC, is required to periodically develop and submit national inventories of anthropogenic emissions by sources and removals by sinks of all greenhouse gases (GHGs) not controlled by the 1987 Montreal Protocol;
- iii. The National Greenhouse Gas (hereinafter referred to GHG) Inventory report shows the country's level of GHG emissions for a given year, and, where reported, the trend of emissions over a certain time period;
- iv. The Uganda National Climate Change Policy 2015 requires MWE, more specifically the Climate Change Department (hereinafter referred to CCD), to develop an inventory of national aggregate greenhouse gas emissions, using existing and readily available data and resources;
- v. Cabinet by Cabinet Minute 241 (CT 2009) assigned CCD under MWE the role of coordinating the implementation of climate change actions in the country, including climate change reporting;
- vi. Due to the volume and diversity of the information to be included in the National GHG Inventory, the preparation of the Inventory requires the involvement of a wide range of stakeholders;
- vii. MWE CCD has identified the key GHG emission sectors as Agriculture, Energy, Forestry, Transport, and Waste and NFA is therefore one of the key

- sources of information necessary for the preparation of the National GHG Inventory;
- viii. GHG data is shared between the sectors and MWE, this system of data collection, processing and transmission is not well structured to adequately respond to the UNFCCC reporting requirements;
 - ix. There is currently no formal arrangement or structure in place requiring the key emission sectors to periodically submit GHG data to MWE CCD;

NOW THIS MoU WITNESSES AS FOLLOWS:

ARTICLE 1.

OBJECTIVES.

The objectives of this MoU are-

- (a) To streamline the collection, processing and sharing of GHG data and information between the two entities, for purposes of reporting under the UNFCCC;
- (b) To support the development of the National GHG Inventory, for purposes of enhancing transparency and reporting under the Paris Agreement of the UNFCCC, and to influence policy and decisions at the National level;
- (c) To clearly define the roles and responsibilities of MWE CCD and NFA, as relates to GHG data collection, processing and sharing for UNFCCC reporting;
- (d) To exchange GHG data and information, and share expertise, emission factors, and methodologies pertaining to the development of the National GHG Inventory.

ARTICLE 2.

ROLES AND RESPONSIBILITIES.

2.1 Roles and responsibilities of MWE CCD.

MWE CCD shall-

- i. Define key sources and sink categories; set minimum requirements for Quality Assurance (QA) and Quality Control (QC); specify methods to be used to calculate emissions and clarify uncertainties and any issues concerning emissions reporting;
- ii. Assist NFA GHG data team with the use of activity data, and select and apply appropriate best practice, including the Intergovernmental Panel on Climate Change (IPCC) Good Practice Guidance to improve existing methodologies and emission factors;

- iii. Prepare the National GHG Inventory;
- iv. Make available to NFA GHG data team, prior to submission to UNFCCC, the National GHG Inventory for review, and to resolve any issues that may be identified by MWE CCD and NFA GHG data team;
- v. Provide continuous capacity building and training for the NFA GHG data team in order to enhance technical capacity and expertise in data collection, management and sharing;
- vi. In consultation with NFA GHG data team, agree on schedules, annual work plans and timelines for submission of the data and information to MWE CCD;
- vii. In consultation with NFA, address the technical and capacity needs and constraints in the implementation of this MoU identified by NFA GHG data team;
- viii. For purposes of this MoU, designate an officer as the Focal Point to coordinate with the NFA GHG team to implement the MoU.

2.2 Roles and responsibilities of NFA.

NFA shall undertake the following:

- i. Constitute and designate a GHG data team, headed by the NFA Climate Change Focal Point to work with MWE CCD to implement this MoU;
- ii. The NFA GHG data team shall process, analyze and submit to MWE CCD, free of charge and in an agreed format, GHG data listed in the Annex I to this MoU, and any other related data as may be found necessary or as may be required by MWE CCD for purposes of preparing or updating the National GHG Inventory;
- iii. The NFA GHG data team shall collect, archive and manage activity data from various data sources available in the forestry sector, with the aid of the MWE 2019 'Technical Guide for National Greenhouse Gas Data Sharing' (Annex II to this MoU), and or any other emissions data management protocols designed by NFA, in consultation with MWE CCD;
- iv. Manage internal data acquisition and processing, and apply GHG data Quality Assurance/Quality Control (QA/QC) measures as required by MWE;
- v. Adhere to the inventory preparation schedule/annual work plans and submission timelines agreed to with MWE CCD;
- vi. Identify any technical and capacity needs and constraints in the implementation of this MoU and communicate these to MWE CCD for action;
- vii. Available financial and other resources within the limits of the NFA budget, to carry out the roles and responsibilities agreed to in this MoU.

ARTICLE 3.

CONFIDENTIALITY.

MWE CCD undertakes to maintain the confidentiality of any data labeled by NFA as confidential.

ARTICLE 4.

MEETINGS AND CORRESPONDENCE.

To accomplish the goals and activities set forth in this MoU, the parties shall, as far as practicable-

- (a) Regularly meet for the purposes of planning, and monitoring and evaluating outcomes from implementing the MoU;
- (b) Respond to correspondence in a manner and timeframe that promotes efficiency and the timely progress or completion of objectives and tasks consistent with the roles and responsibilities set out in this MoU.

ARTICLE 5.

MODIFICATION AND AMENDMENTS.

This MoU may be amended or modified at any time by written mutual consent of both Parties.

ARTICLE 6.

DURATION

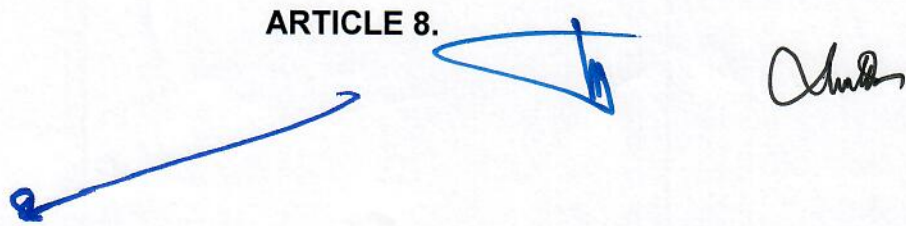
This MOU shall be in force for a duration of ten years and may be renewed upon mutual consent by both Parties, based upon successful past implementation.

ARTICLE 7.

COMMENCEMENT

1. This MoU shall come into force upon the parties appending their respective marks and seals.
2. Each Party shall promptly notify the other Party in writing of any anticipated or actual material changes that will affect the execution and implementation of this MoU.

ARTICLE 8.

Handwritten signature and blue ink scribbles. A blue line starts from the bottom left, curves upwards and to the right, ending near the 'ARTICLE 8.' text. Another blue line starts from the right, curves upwards and to the left, ending near the 'ARTICLE 8.' text. A handwritten signature is visible to the right of the 'ARTICLE 8.' text.

NOTICES

1. Any notice required or permitted to be given hereunder may be given by certified airmail, personal delivery by either party staff or agent, by email and by telephone call.
2. Notices sent by certified airmail or personal delivery shall be deemed to have been served on the date of receipt by the addressee and notice given by telefacsimile shall be deemed to have been served upon manual or electronic acknowledgement of receipt by the addressee.
3. Unless and until changed by written notice given by either Party to the other, the addresses of the Parties for the purposes of notices hereunder shall be as follows:

IN THE CASE OF NFA:

The Executive Director
National Forestry Authority
Plot 10/20 Spring Road
P. O. Box 70863. Kampala, Uganda
Tel: +256 414-360-400/312-264-035/6
Email: info@nfa.org.ug
Fax: +256 414-230-369

IN THE CASE OF MWE

The Permanent Secretary
Ministry of Water and Environment
P. O. Box 20026. Kampala, Uganda
Tel: +256-414-505-942/505-945/505-950/220-203
Email: mwe@mwe.go.ug and ps@mwe.go.ug

ARTICLE 9.

FORCE MAJEURE

1. No party shall be liable for default in performance of its obligations under this MoU where such a default or delay in performance is the result of an event of Force Majeure.
2. For the purpose of this MoU "Force Majeure" shall mean an event or events which are beyond the reasonable control of the Parties, and which makes the Party's performance of its obligations hereunder impossible or impracticable, and includes, but is not limited to war, riots, civil disorder, earth quakes, fire, explosion, storm or other adverse weather conditions, strikes, lockouts or industrial action, confiscation or any other action by the Government.
3. A Party affected by an event of Force Majeure shall notify the other Party of such an event as soon as possible and in any case not later 14 days following

occurrence of such event, and shall give notice to the other Party of the restoration normal conditions as soon as possible.

4. If as a result of Force Majeure, a Party is unable to perform or continue with the MoU or material portion of the MoU for a period exceeding six (6) months, the MoU shall be terminated by the Parties upon agreement.

IN WITNESS WHEREOF, THE AUTHORIZED REPRESENTATIVES OF THE PARTIES hereto signed this present Memorandum of Understanding the day and year first above written.

Signatures

On behalf of MWE CCD:

Name: Alfred Okot-Okidi

Position: Permanent Secretary

Signature: [Signature]

Date: 12-3-2020

On behalf of NFA

Name: TOM OBOLO OUBILO

Position: EXECUTIVE DIRECTOR

Signature: [Signature]

Date: 12-03-2020



In the Presence of:

Name: _____

Position: _____

Signature: _____

Date: _____

Name: MOSES MUKHIMBA

Position: _____

Signature: [Signature]

Date: _____



ANNEX

Annex I contains the details of the emissions data as per IPCC requirement, and the data available for submission to MWE CCD by NFA.

GHG DATA AS PER IPCC REQUIREMENT FOR SUBMISSION BY NFA

Lead Institution: National Forestry Authority

Data supply status:

IPCC Requirement	Description	State of data	Data providers /owners	Other relevant actors
1. Land remaining the same land	Wood extraction and or change in biomass in land remaining the same	– Wood statistics extraction – Illegal impounded timber – Illegal impounded charcoal	– NFA – NFA – District Local Government (DLGs)	National Agricultural Research Organisation (NARO) on soil mapping exercise, Uganda Wildlife Authority (UWA), Wetlands Department
2. Land conversions	Spatially explicit data on land conversions and biomass stocks	Based on periodic satellite image interpretation and analysis	NFA	
3. Aggregate sources burning	Area burnt, fuel available for burning and EF strata	Illegal charcoal impounded Burnt area estimated by experts based on NASA data on burnt area	DLG NFA	DLGs, Civil Society Organisations

ANNEX II

Annex II contains the MWE 2019 'Technical Guide for National Greenhouse Gas Data Sharing among the Selected Key Emission Sectors of Uganda', and shall be used by NFA GHG data team in preparing the data and information required under this MoU.

The Technical Guide is provided as an independent document.

TELEGRAMS: "ADMINISTER"
DIRECT LINES:
ATTORNEY GENERAL: 0414-343841
MINISTER OF STATE: 0414-343401
SOLICITOR GENERAL: 0414-343941
UNDER SECRETARY: 0414-342261
GENERAL LINES: 0414-230538/9
FAX: 0414-230802/254829
WEBSITE: www.justice.go.ug



MINISTRY OF JUSTICE AND
CONSTITUTIONAL AFFAIRS
P.O. BOX 7183
KAMPALA - UGANDA

In any correspondence on this subject

Please quote No. **ADM.7/180/01**

14th January, 2019

The Permanent Secretary
Ministry of Water and Environment
P.O.Box 20026
Kampala

**REQUEST TO REVIEW FINAL MEMORANDUM OF UNDERSTANDING BETWEEN
THE MINISTRY OF WATER AND ENVIRONMENT AND OTHER GOVERNMENT
MINISTRIES, DEPARTMENTS AND AGENCIES.**

Reference is made to your letter dated 5th December, 2019 Ref: ADM/234/01 in respect of the above subject.

This is to advise that the draft memoranda of understanding on data sharing for the National Greenhouse Gas Inventory, with the Ministry of Agriculture, Animal Industry & Fisheries, Ministry of Works and Transport, Ministry of Energy and Mineral Development, National Environmental Management Authority and National Forestry Authority, are hereby cleared for signature.

Please send us copies of the signed addenda for our records.

R. Rwomushana

FOR: SOLICITOR GENERAL

Cc: Hon. Minister of Water and Environment
Cc: Hon. Minister of State for Environment
Cc: Hon. Minister of State for Water