

## **TERMS OF REFERENCE FOR THE METHANE TO MARKETS PARTNERSHIP**

The undersigned national government entities (collectively referred to as “the Partners”) set forth the following Terms of Reference for the Methane to Markets Partnership (referred to as “the Partnership”). Methane to Markets serves as a framework with the goal of achieving global reductions of anthropogenic methane emissions through partnerships among developed countries, developing countries, and countries with economies in transition in coordination with the private sector, researchers, development banks, and other relevant governmental and non-governmental organizations.

### **1. Purpose**

To create a voluntary, non-binding framework for international cooperation to reduce methane emissions and to advance the recovery and use of methane as a valuable clean energy source to increase energy security, enhance economic growth, improve air quality, and improve industrial safety. The Partnership will focus on the development of strategies and markets for the abatement, recovery, and use of methane through technology development, demonstration, deployment and diffusion, implementation of effective policy frameworks, identification of ways and means to support investment, and removal of barriers to collaborative project development and implementation. The Partnership will serve to complement and support Partners’ efforts implemented under the United Nations’ Framework Convention on Climate Change.

### **2. Functions**

The Partners will seek to:

- 2.1 Identify and promote areas of bilateral, multilateral, and private sector collaboration on methane abatement, recovery, and use in the areas of agriculture, coal mining, landfills, oil and natural gas systems, and wastewater treatment, and in other areas as agreed to by the Partners.
- 2.2 Develop improved emissions estimates and identify the largest relevant emission sources to facilitate project development.
- 2.3 Identify cost-effective opportunities to recover methane emissions for energy production and potential financing mechanisms to encourage investment.
- 2.4 Identify and address barriers to project development and improve the legal, regulatory, financial, institutional, technological and other conditions necessary to attract investment in methane abatement, recovery and utilization projects.
- 2.5 Identify and implement collaborative projects aimed at addressing specific challenges to methane abatement and recovery, such as raising awareness in key industries, removing barriers to project development and implementation, identifying project opportunities, and demonstrating and deploying technologies.

Partners will also work together to share lessons learned from these cooperative activities.

- 2.6 Foster cooperation with the private sector, research organizations, development banks, and other relevant governmental and non-governmental organizations.
- 2.7 Integrate and coordinate Partnership activities with related activities and initiatives.
- 2.8 Support the identification and deployment of best management practices in the abatement, recovery, and use of methane.
- 2.9 Work to improve scientific understanding in relation to the abatement, recovery, and use of methane.
- 2.10 Develop and implement action plans that outline a series of concrete activities and actions that directly support the core goals and functions of the Partnership. Action plans can be useful tools in advancing project implementation, facilitating investment, and creating appropriate policy frameworks that support methane abatement, recovery, and use.
- 2.11 Communicate their progress and accomplishments in implementing action plans and undertaking other activities to support the Partnership's goal.
- 2.12 Periodically assess the effectiveness of the Partnership's efforts to achieve its goal.

### **3. Organization**

- 3.1 A Steering Committee, Administrative Support Group, and Subcommittees are to be formed. The Subcommittees will focus on the following focal areas: Agriculture, Coal Mining, Landfills, Oil and Gas Systems, and Wastewater Treatment. The Steering Committee may establish additional Subcommittees, working groups, or enlarge the scope of existing Subcommittees in other focal areas as agreed. Each Subcommittee will create and support a Project Network.
- 3.2 The Steering Committee will govern the overall framework, policies and procedures of the Partnership; annually review progress of the initiative; and provide guidance to the Administrative Support Group and Subcommittees. The Steering Committee should meet at least once per year, at times and locations to be determined by its appointed representatives. The Steering Committee will make decisions by consensus.
- 3.3 Appendix A lists those Partners that may appoint up to two representatives to the Steering Committee. Appendix A may be amended by consensus of the Steering Committee.

- 3.4 The Subcommittees will be responsible for guidance and assessment of area-specific activities and engaging representatives of the private sector, development banks, researchers and other relevant governmental and non-governmental organizations. Each Subcommittee will work to implement its program of action, offer assistance to Partners in the development and implementation of their action plans, provide guidance on project identification, identify and address key barriers and issues for project development, address market assessment and reform issues, facilitate investment and financing opportunities, and report on progress. Subcommittees will report to the Steering Committee. Subcommittees will meet as often as necessary to fulfill their responsibilities, making use of electronic media (including email, teleconference and videoconference) as appropriate in order to minimize travel. Each Subcommittee will make decisions by consensus.
- 3.5 The Subcommittees will be comprised of representatives from interested Partners. Each Partner may appoint up to three members to each Subcommittee. Each Subcommittee will select two Partners as co-chairs, ideally one from a developed and the other from a developing country or country with an economy in transition. At their discretion, Subcommittees may select one additional co-chair. Every three years, Subcommittees should review their leadership to provide other Partners the opportunity to act as co-chair.
- 3.6 A Project Network will be created under each Subcommittee to serve as an informal mechanism to facilitate communication, project development and implementation, and private sector involvement. The Project Network will be key to reaching out to and organizing the efforts of the private sector, governmental and non-governmental organizations. The Project Network will be comprised of representatives from local governments, the private sector, the research community, development banks, and other governmental and non-governmental organizations. Those interested in becoming partners in the Project Network will sign and submit a Project Network Membership Agreement.
- 3.7 The Administrative Support Group will serve as the principal coordinator of the Partnership's communications and activities. The focus of the Group will be administrative. The Group will not act on matters of substance except as specifically instructed by the Steering Committee. Specifically, the Group will:
- 3.7.1 Organize the meetings of the Partnership,
  - 3.7.2 Arrange special activities such as teleconferences and workshops,
  - 3.7.3 Receive and forward new membership requests to the Steering Committee,
  - 3.7.4 Coordinate communications of Partnership activities, progress, and accomplishments,
  - 3.7.5 Act as a clearinghouse for information for the Partnership,
  - 3.7.6 Provide support for activities related to the Project Network, and
  - 3.7.7 Perform such other tasks as the Steering Committee directs.

- 3.8 The Administrative Support Group will be supported and hosted by the United States, at the Environmental Protection Agency in Washington D.C. Another Partner's offer to support and host the Group will be accepted by the consensus of the Steering Committee.
- 3.9 Each Partner will designate an Administrative Liaison to serve as its principal point of contact to the Administrative Support Group. The Group will work with the Liaisons to ensure an adequate flow of information between the Partnership and individual Partners.
- 3.10 The Administrative Support Group may, if appropriate, involve personnel employed by the Partners to assist in specific activities undertaken by the Group. Such personnel will be remunerated by their respective employers and will remain subject to their employers' conditions of employment.

#### **4. Membership**

- 4.1 These Terms of Reference establish a framework for voluntary cooperation and do not create any legally binding obligations between or among the Partners. Each Partner is expected to conduct the activities contemplated by these Terms of Reference in accordance with the laws under which it operates and the international instruments to which it is a party.
- 4.2 The Steering Committee may invite other national governmental entities to join the Partnership through endorsement of the Terms of Reference.

#### **5. Funding**

- 5.1 Participation in the Partnership is on a voluntary basis. Each Partner may, at its discretion, contribute funds, personnel and other resources to the Partnership subject to the laws, regulations and policies of the Partner. Any costs arising from the activities contemplated in these Terms of Reference are to be borne by the Partner that incurs them, unless other arrangements have been made.
- 5.2 These Terms of Reference do not create any right or benefit, substantive or procedural, enforceable by law or equity against the Partner, their officers or employees, or any other person. No Partner should submit a claim for compensation to another Partner for activities it carries out under these Terms of Reference. These Terms of Reference do not direct or apply to any person outside of the governments of the Partners.

#### **6. Commencement, Modification, Termination, Extension, and Withdrawal**

- 6.1 Commencement, Modification and Termination

- 6.1.1 These Terms of Reference commence on 16 November 2004 and will continue in effect for 5 years unless extended or terminated by the Steering Committee.<sup>1</sup>
- 6.1.2 These Terms of Reference may be modified at any time by consensus of the Steering Committee.
- 6.2 Extension and Withdrawal
  - 6.2.1 By consensus, the Steering Committee may extend these Terms of Reference for additional periods.
  - 6.2.2 A Partner may withdraw from the Partnership by giving written notice to the other Partners and the Administrative Support Group 90 days prior to its anticipated withdrawal.

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<sup>1</sup> The original terms of reference which commenced on 16 November 2004 were modified and extended by the Steering Committee for an additional five years on 1 October 2010.

## **Appendix A: Steering Committee Members**

Argentina  
Australia  
Brazil  
Canada  
China  
Colombia  
Ecuador  
Ethiopia  
European Commission  
Finland  
Germany  
Ghana  
India  
Italy  
Japan  
Mexico  
Nigeria  
Poland  
Republic of Korea  
Russia  
Ukraine  
United Kingdom  
United States