

MEMORANDUM OF UNDERSTANDING

BETWEEN
Integrity Watch Liberia
AND
Liberia Extractive Industries Transparency Initiative

ON COLLABORATION FOR THE DEVELOPMENT, UTILIZATION, AND INSTITUTIONALIZATION OF THE DIGITAL EXTRACTIVE SECTOR COMPLIANCE SCORECARD PLATFORM

1. PREAMBLE

This Memorandum of Understanding (MoU) is entered into between Integrity Watch Liberia (hereinafter referred to as "IWL") and Liberia Extractive Industries Transparency Initiative (hereinafter referred to as "LEITI"), collectively referred to as "the Parties."

Recognizing the increasing importance of transparency, accountability, and public participation in Liberia's extractive sector governance;

Recognizing further the commitments of the Government of Liberia under the Extractive Industries Transparency Initiative (EITI) Standard, including requirements related to contract transparency, beneficial ownership disclosure, revenue transparency, and public accountability;

Acknowledging the need for innovative digital mechanisms that support evidence-based monitoring of concession compliance and implementation of Mineral Development Agreements (MDAs) and other extractive sector contracts;

Recognizing the efforts of IWL under its Irish-funded project titled "Strengthening Inclusive Governance and Accountability in Liberia's Natural Resource Sector" to develop a Digital Extractive Sector Compliance Scorecard Platform intended to monitor, assess, and publicly present the level of compliance of extractive companies operating in Liberia against their contractual obligations;

Further recognizing the validation and technical review meeting held at the LEITI Secretariat involving representatives from LEITI, the Ministry of Mines and Energy, the National Bureau of Concessions, Civil Society Organizations, and the Embassy of Ireland, during which stakeholders acknowledged the relevance and strategic value of the platform and recommended deeper collaboration between IWL and LEITI;

Recognizing LEITI's mandate, technical expertise, and existing data systems relating to extractive sector disclosures and compliance reporting;

The Parties hereby agree as follows:

2. PURPOSE OF THE MOU

The purpose of this MoU is to establish a collaborative framework between IWL and LEITI for the development, utilization, institutionalization, and sustainability of the Digital Extractive Sector Compliance Scorecard Platform as a mechanism for strengthening

transparency, accountability, and public access to information relating to extractive sector contract implementation and compliance in Liberia.

3. OBJECTIVES

The objectives of this collaboration shall include:

- Supporting the development and operationalization of a digital Extractive Sector Compliance Scorecard Platform;
- Strengthening transparency and public accountability in Liberia's extractive sector through evidence-based compliance monitoring;
- Facilitating data sharing and technical collaboration between the Parties;
- Supporting compliance tracking against contractual obligations, including environmental, fiscal, labor, community, transparency, and reporting obligations;
- Enhancing public access to credible and verified information relating to concession implementation and compliance;
- Promoting alignment with the EITI Standard, including contract transparency and public disclosure commitments;
- Exploring opportunities for institutionalization and long-term sustainability of the platform through LEITI's Multi-Stakeholder Group (MSG) and other relevant governance mechanisms.

4. AREAS OF COLLABORATION

The Parties agree to collaborate in the following areas:

4.1 Platform Development and Technical Collaboration

The Parties shall collaborate on:

- Technical review of indicators and methodologies;
- Validation of scoring criteria and compliance categories;
- Identification of relevant data sources;
- Alignment with EITI disclosure frameworks and standards;
- Improvement and refinement of platform functionalities.

4.2 Data Sharing and Information Support

LEITI shall, subject to applicable laws, regulations, institutional policies, and data availability:

- Provide or facilitate access to publicly available extractive sector information relevant to the platform;
- Support verification of company compliance data where appropriate;
- Share relevant reports, disclosures, reconciliation documents, and compliance-related information already collected under LEITI processes;
- Support integration of relevant EITI datasets into the platform where feasible.

4.3 Platform Access and Institutional Use

IWL shall provide LEITI with appropriate institutional access to the platform, including:

- Administrative or technical user accounts as may be agreed;
- Access for data input, review, validation, and monitoring purposes;
- Access to dashboards, analytics, and reporting features relevant to LEITI's mandate.
- LEITI may utilize the platform as part of its broader efforts to strengthen:
- Contract transparency;

- Public disclosure;
- Extractive sector accountability;
- Citizen engagement and oversight.

4.4 Sustainability and Institutionalization

The Parties agree to jointly explore opportunities for:

- Institutional sustainability of the platform beyond the Irish-funded project period;
- Presentation of the platform to the LEITI Multi-Stakeholder Group (MSG);
- Potential adoption, endorsement, or continued technical support through LEITI governance structures;
- Mobilization of additional resources and partnerships to sustain and expand the initiative.

4.5 Capacity Building and Stakeholder Engagement

The Parties may jointly undertake:

- Trainings;
- Workshops;
- Stakeholder consultations;
- Public awareness initiatives;
- Technical sessions for government institutions, civil society organizations, communities, and media actors.

5. ROLES AND RESPONSIBILITIES

5.1 Responsibilities of IWL

IWL shall:

- Lead the development and management of the platform;
- Maintain ownership and operational responsibility for the platform unless otherwise agreed in writing;
- Ensure platform functionality, hosting, maintenance, and technical updates;
- Coordinate data collection, evidence gathering, and scorecard publication;
- Ensure that methodologies, indicators, and scoring frameworks are transparent and evidence-based;
- Provide LEITI with agreed access rights and technical orientation;
- Ensure proper attribution of data sources used within the platform.

5.2 Responsibilities of LEITI

LEITI shall:

- Provide technical input into the platform design and compliance methodology;
- Facilitate access to relevant publicly available extractive sector information and disclosures;
- Support data verification processes where feasible and appropriate;
- Participate in technical review and validation sessions;
- Encourage dialogue on the institutional sustainability of the platform within the MSG framework;
- Designate focal persons to coordinate implementation of this MoU.

6. DATA GOVERNANCE AND CONFIDENTIALITY

- The Parties acknowledge the importance of data integrity, accuracy, and responsible information management.
- Any confidential or non-public information shared under this MoU shall not be disclosed to third parties without prior written consent from the originating Party unless required by law.
- Public information published through the platform shall clearly identify data sources and applicable disclaimers.
- The Parties shall ensure that information uploaded or published through the platform is handled in accordance with applicable laws, institutional policies, and internationally accepted transparency principles.

7. INTELLECTUAL PROPERTY AND PLATFORM OWNERSHIP

- Unless otherwise agreed in writing, IWL shall retain ownership of the Digital Extractive Sector Compliance Scorecard Platform, including its software, architecture, methodologies, and associated intellectual property developed under the project.
- This MoU does not transfer ownership rights from one Party to another.
- LEITI's access and utilization of the platform shall be for purposes consistent with this MoU and the public interest objectives of transparency and accountability.
- Any future co-development arrangements, integrations, or jointly funded expansions may be governed by separate written agreements.

8. FUNDING

- Each Party shall bear its own costs associated with the implementation of this MoU unless otherwise agreed.
- The Parties may jointly mobilize technical or financial resources from development partners and stakeholders to support implementation and sustainability of the initiative.

9. PUBLIC COMMUNICATION AND VISIBILITY

- The Parties may jointly issue public statements, publications, or communications relating to activities under this MoU.
- Appropriate acknowledgment shall be given to:
 - IWL;
 - LEITI;
 - The Embassy of Ireland;
 - and any other supporting partners, where applicable.
- Use of logos, branding, and institutional identities shall be subject to prior approval by the respective Parties.

10. MONITORING AND REVIEW

- The Parties shall periodically review progress under this MoU.
- Technical meetings may be convened quarterly or as mutually agreed.

- The Parties may jointly develop implementation plans, work schedules, or technical annexes where necessary.

11. DURATION

This MoU shall enter into force on the date of signature by both Parties and shall remain valid for an initial period of three (3) years unless terminated earlier by either Party in accordance with this MoU.

The MoU may be renewed upon mutual written agreement.

12. AMENDMENT

This MoU may be amended at any time by mutual written consent of the Parties.

13. TERMINATION

Either Party may terminate this MoU by providing thirty (30) days written notice to the other Party. Termination of this MoU shall not affect ongoing activities already agreed upon unless otherwise mutually decided.

14. DISPUTE RESOLUTION

Any dispute arising from the interpretation or implementation of this MoU shall be resolved amicably through consultations and mutual dialogue between the Parties.

15. NON-BINDING NATURE

This MoU is intended to provide a framework for collaboration and does not create legally binding financial or contractual obligations between the Parties unless expressly stated otherwise in separate agreements.

16. SIGNATURES

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective institutions, have signed this Memorandum of Understanding on the dates indicated below.

FOR Integrity Watch Liberia

Name: Harold M. Aigler

Title: Executive Director

Signature: [Signature]

Date: 18-06-2024

FOR Liberia Extractive Industries Transparency Initiative

Name: Jeffrey N. Stales

Title: Executive Secretariat

Signature: [Signature]

Date: June 18, 2024