

MEMORANDUM OF UNDERSTANDING

on

**COOPERATION IN THE FIELD OF CLIMATE CHANGE
VULNERABILITY, RISK ASSESSMENT, ADAPTATION AND
MITIGATION**

between

**THE MINISTRY FOR THE ENVIRONMENT, LAND AND SEA
OF THE ITALIAN REPUBLIC**

and

**THE MINISTRY OF PUBLIC WORKS, INFRASTRUCTURE, NATURAL
RESOURCES AND ENVIRONMENT OF THE DEMOCRATIC REPUBLIC
OF SAO TOME AND PRINCIPE**



The Ministry for the Environment, Land and Sea of the Italian Republic and the Ministry of Public Works, Infrastructure, Natural Resources and Environment of the Democratic Republic of Sao Tome' and Principe, hereafter referred to as “the Parties”;

RECALLING that the Italian Republic and the Democratic Republic of Sao Tome and Principe are Parties to the United Nations Framework Convention on Climate Change (UNFCCC), to the Kyoto Protocol, and have signed the Paris Agreement;

RECALLING that the 21st Meeting of the Parties to the UNFCCC has adopted the Paris Agreement to combat climate change and that this Agreement entered into force on 4 November 2016;

EMPHASIZING that the Paris Agreement, in enhancing the implementation of the UNFCCC, including its objective, aims to strengthen the global response to the threat of climate change, in the context of sustainable development and efforts to eradicate poverty;

TAKING INTO ACCOUNT the Decisions 1/CP.16, 9-15/CP.19, 17/CP.21 and 18/CP.21 of the Conference of the Parties to the UNFCCC, which provide a framework for undertaking actions aimed at reducing emissions from deforestation and forest degradation (REDD+), promoting sustainable forest management and enhancing forest carbon stocks;

TAKING INTO ACCOUNT Article 4 of the Paris Agreement, and Decisions 1/CP.19, 1/CP.20 and 1/CP.21 of the Conference of the Parties to the UNFCCC, which invite all Parties to identify and communicate their Nationally Determined Contributions;

EMPHASIZING that enhanced action and international cooperation on mitigation and adaptation is urgently required to enable and support the implementation of actions aimed at reducing greenhouse gas emissions and climate change vulnerability and building resilience;

TAKING INTO ACCOUNT that renewable energy projects offer potential opportunities to be designed and implemented under the UNFCCC Mechanisms and possibly also under the cooperation mechanism of the Paris Agreement and can contribute effectively to sustainable development and to the reduction of greenhouse gas emissions;

Have entered into the following Memorandum of Understanding:



Article 1

Objective

1.1 The purpose of this Memorandum of Understanding, within the competences of the Parties, is to strengthen and coordinate the efforts to combat global climate change and address its adverse effects, to support mechanisms to reduce climate change vulnerability and enhance risk assessment, to promote secure, clean and efficient energy and to stimulate the transition towards a sustainable low-carbon economy through the implementation of adaptation actions and opportunities to protect the environment and natural resources.

Article 2

Areas of cooperation

2.1 The Parties will cooperate, in particular, in the following areas of common interest:

- a) collection, analysis and dissemination of data relevant to the observation of climate change and the measurement of its impacts on the potentially vulnerable economic sectors including strengthening of the early warning system and the risk assessment;
- b) support for the implementation, monitoring, reporting and communication of the Nationally Determined Contributions (NDCs);
- c) elaboration of national policies and special programs for coastal zone management, disaster management, impact assessment and community level mitigation and adaptation measures;
- d) promotion and development of renewable energies;
- e) biodiversity preservation and reduction of environmental degradation;
- f) promotion of sustainable integrated water management;
- g) promotion of sustainable crop and livestock production practices for greater food security and greenhouse gas emissions reduction, also through the application of the climate-smart agriculture approach (CSA);
- h) sustainable waste management;
- i) exchange of human resources, technical cooperation and information with other global climate change initiatives;
- j) stimulation and dissemination of the economic and technological transformation for low-carbon, sustainable development.

Further areas of cooperation, within the limits of this Memorandum, will be included upon approval by the Parties.

Article 3

Activities

3.1 The cooperation between the Parties will be conducted by the following means:

- realization of joint projects;
- capacity building, technology transfer and technical assistance;
- exchange of information and documents related to environment, including programs, publications, expertise and study results;
- exchange of experts and trainees, organization of delegation visits;
- joint organization of workshops, seminars and other meetings;
- promotion of private sector participation and activities to implement Public Private Partnerships;
- enhancement of cooperation with non-governmental organizations with regard to programs and initiatives in the field of environment and sustainable development;
- enhancement of public education and awareness campaigns on measures for adaptation to climate change;
- development of fund raising capacities with regard to global climate change and sustainable development.

Further activities of cooperation, within the limits and scope of this Memorandum, will be included upon approval by the Parties.

Article 4

Coordination

4.1 In order to ensure the efficient implementation of the provisions of this Memorandum of Understanding, the Parties will establish a Joint Committee.

4.2 The Joint Committee will be composed by two (2) representatives from the Ministry for the Environment, Land and Sea of the Italian Republic, and two (2) representatives from the Ministry of Public Works, Infrastructure, Natural Resources and Environment of the Democratic Republic of Sao Tome and Principe.

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4.3 The Italian Ministry for the Environment, Land and Sea will be represented by the Director General of the *Directorate for Sustainable Development, Environmental Damage, European Union and International Affairs*, and one (1) expert.

4.4 The Ministry of Public Works, Infrastructure, Natural Resources and Environment of the Democratic Republic of Sao Tome and Principe will be represented by Director General of Environment, and one (1) expert.

4.5 The Joint Committee will provide general direction and guidance for the cooperation activities, approve the work plan, supervise and support the cooperation activities and take financial decisions.

4.6 During its first meeting, the Joint Committee will adopt the following framework documents:

- *Rules of Procedure;*
- *Financial Document;*
- *Guiding Principles for Bilateral Cooperation Mechanism.*

The Joint Committee will also establish the frequency of the meetings and approve the *Medium term Work Plan*, including projects and activities, as applicable.

4.7 In the subsequent meetings, the Joint Committee will:

- approve detailed activities and projects, including project budget and schedule, to be implemented and financed, under the framework of this Memorandum of Understanding;
- coordinate the implementation of the activities in the areas specified in Article 2;
- systematically review and assess the status, progress, results achieved, and lessons learned of the cooperation activities.

4.8 The Joint Committee will meet within six (6) months after the signature of the present Memorandum of Understanding.

Article 5

Work plan, projects and activities

5.1 Upon signature of this Memorandum of Understanding, the Parties will appoint the experts who will prepare a Medium-Term Work Plan identifying sectors of intervention, to be submitted to the Joint Committee for approval, in accordance with Article 4.5.

5.2 In the implementation of programs, projects and activities, consideration will be given to the participation of the public, private and non-profit sectors, including, where



appropriate, universities, scientific and technical research bodies, non-governmental organizations, as well as institutions in both countries.

5.3 Taking into account the legal framework of each of the Parties and their respective national obligations, the implementation of programs, projects and activities will be based on the principles of impartiality, equality, reciprocity and common interest.

Article 6

Means of implementation

6.1 The Ministry for the Environment, Land and Sea of the Italian Republic will provide a contribution not exceeding € 2.000.000 (two million Euro) for the implementation of projects and activities as approved by the Joint Committee.

6.2 The contribution from the Ministry of Public Works, Infrastructure, Natural Resources and Environment of the Democratic Republic of Sao Tome and Principe will be decided at a later stage and notified to the other Party during the first meeting of the Joint Committee.

6.3 The Parties will jointly submit project proposals to various multilateral organizations (*inter alia* the European Union, the International Financial Institutions, the United Nations organization, the World Bank Group), in order to assist the Democratic Republic of Sao Tome' and Principe to fulfill its commitments under the UNFCCC and its instruments.

6.4 Wherever there is a need to increase the global amount laid down in Article 6.1., the Ministry for the Environment, Land and Sea of the Italian Republic may decide to grant additional financing. Should it take such a decision, the Ministry for the Environment, Land and Sea of the Italian Republic will inform the Ministry of Public Works, Infrastructure, Natural Resources and Environment of the Democratic Republic of Sao Tome and Principe about the additional amount provided, in the occasion of a meeting of the Joint Committee. Funds will be issued according to the same terms and conditions set out in the Financial Document.

Article 7

Contributions

7.1 Any costs regarding the subject matter including the programs, activities, and projects under this Memorandum of Understanding will be borne by the Parties as advised by the Joint Committee and in conformity with their respective national legislations. Such costs will be met with the available budgeted resources of the Parties and will not, in any event,

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create additional expenditures for the Government of the Italian Republic and the Government of the Democratic Republic of Sao Tome and Principe.

7.2 The Parties will reach an understanding on the financial coverage for the activities and will establish a mechanism, under the provisions of their respective national laws, for granting transparency of expenditures, accounting and audit.

7.3 All the financial resources allocated by the Ministry for the Environment, Land and Sea of the Italian Republic to the programs, activities and projects, developed under the provisions of this Memorandum of Understanding, are not liable to tax, in accordance with the legislation of the Democratic Republic of Sao Tome' and Principe or any other applicable law.

Article 8

Law in force

8.1 This Memorandum of Understanding will not affect or prevent rights and obligations of the Parties towards third parties.

8.2 The activities envisaged in this Memorandum will be implemented by the Parties under their exclusive competence, in accordance with applicable international law and their respective national legislations including, as for the Italian Party, the obligations ensuing from Italy's membership of the European Union.

Article 9

Final Provisions

9.1 The present Memorandum of Understanding takes effect on the date of the signature and will remain effective for five (5) years, unless one of the Parties notifies the other in writing, at least six (6) months in advance, of its intention to terminate it.

9.2 The provisions of this Memorandum of Understanding may be amended in writing by mutual consent of the Parties.

9.3 Any difference in the interpretation and implementation of this Memorandum of Understanding will be settled amicably through consultation or negotiations between the Parties.

9.4 Termination of the present Memorandum of Understanding will have no effect on ongoing cooperation projects and initiatives already agreed upon by the Parties.



Done in two (2) originals in the Italian and English languages, all texts being equally authentic. In case of divergence of interpretation, the text in English will prevail.

**For the Ministry for the Environment, Land
and Sea of the Italian Republic**

**For the Ministry of Public Works,
Infrastructure, Natural Resources and
Environment of the Democratic Republic of
Sao Tome and Principe**

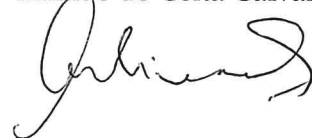
**Director General for Sustainable
Development, Environmental Damage and
EU and International Affairs**

Director General of Environment

Francesco La Camera



Arlindo de Ceita Carvalho



Done at Katowice, on December 11th 2018

Done at Katowice, on December 11th 2018