



MINISTERO DELL'AMBIENTE
E DELLA TUTELA DEL TERRITORIO E DEL MARE



**TECHNICAL ARRANGEMENT
BETWEEN THE MINISTRY OF ENVIRONMENT, LAND AND SEA OF THE
ITALIAN REPUBLIC
AND
THE FOOD AND AGRICULTURE ORGANIZATION OF THE UN
AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME**

RECALLING the adoption of the 2030 Agenda, its 17 Sustainable development goals and the 2015 Paris Agreement;

ACKNOWLEDGING the particular needs of the African countries to implement the Agenda 2030 and the Paris Agreement;

RECOGNIZING the impact of climate change and environmental degradation on Africa's agricultural production and food security, water availability, as well as on stability and economic growth in the region;

ACKNOWLEDGING the importance of increasing access in Africa to affordable, modern, sustainable and reliable energy;

RECALLING the G7 Environment Ministers Meeting held in Bologna in June 2017 and its decision, and **RECALLING** as well the initiative of the Italian Government to establish a Centre in Rome, for facilitating the voluntary exchange of information on increasing the effectiveness, synergies and complementarities of ongoing initiatives in support of Africa;

WHEREAS the Parties share a mutual interest in strengthening the commitment to development cooperation in order to achieve poverty eradication, food security and sustainable development in the African Continent;

WHEREAS the Parties recognize the value of the IMELS's own development experiences, including lessons learned from cooperation with African, FAO's knowledge on promoting food security for all and UNDP's knowledge on local development solutions for sustainable livelihoods; and

WHEREAS this Technical Arrangement is entered into by the Italian Ministry of Environment Land and Sea (IMELS) and the Food and Agriculture Organization of the United Nations (FAO) and the United Nations Development Programme ("UNDP").

IMELS, FAO and UNDP are hereinafter jointly referred to as the "Parties" and individually "Party".

THEREFORE, the Parties have reached the following understandings:

Paragraph 1 – Purpose and Scope

1. The purpose of this Technical Arrangement is to provide a framework of cooperation and facilitate collaboration between the Parties in the establishment of a Centre for the Sustainable development of Africa (ACSD) as per initiative of the Italian Government, welcomed by the G7 Environment Ministers Meeting in Bologna in June 2017.
2. The initial areas of cooperation would be based on the G7 Bologna Environment Ministers' Meeting of 12 June 2017 Communiqué, which recognizes the impact of climate change and environmental degradation on Africa's agricultural production and food security, water availability as well as on stability and economic growth in the region; and the importance of increasing access in Africa to affordable, modern, sustainable and reliable energy. It also recognizes the promotion of gender equality.
3. Further areas of Cooperation will be included upon approval by the Parties through the coordination mechanism set forth in paragraph 3.
4. This Technical Arrangement and any related co-financing arrangements and project document imply the complete understanding of the Parties in respect of the subject matter of this Technical Arrangement.
5. Implementation of any projects and programmes pursuant to this Technical Arrangement, including those involving the transfer of funds between the Parties, will require the execution of appropriate separate arrangements between the Parties. The terms of such arrangements will be subject to the provisions of this Technical Arrangement.

Paragraph 2 - Goals of the Centre

The Africa Centre will focus on facilitating exchange of information among G7 countries on interventions, initiatives and best practices on fighting climate change, and in general on the achievement of SDGs in support of African Countries with the aim of:

- i. facilitating easy access to a complete overview of interventions and initiatives and documentation;
- ii. identifying gaps in current interventions and initiatives and information and discuss with donors to prepare initiatives to reduce or close these gaps;
- iii. assisting/facilitating private sector engagement in implementing activities; and
- iv. improving the efficiency and effectiveness of current donor resources applied.

The Parties will cooperate according to the respective mandates and through specific

arrangements in accordance with paragraph 1, sub-paragraph 6 and paragraph 4.

Paragraph 3 – Coordination

1. In order to ensure the coordinated implementation of this Technical Arrangement, a Steering Committee is established.
2. The Steering Committee will consist of two representatives of each of the Parties.
3. The Steering Committee will coordinate and monitor the implementation of the work activities under this Technical Arrangement.
4. The Steering Committee will establish the frequency of its meetings, as applicable to ensure an efficient and timely implementation of this Technical Arrangement. The Steering Committee will meet for the first time within three (3) months after the signature of this Technical Arrangement.

Paragraph 4 – Implementation

1. In order to implement the specific activities envisioned in this Technical Arrangement, the Signatories will enter into separate arrangements related to the implementation of the ACSD work activities.
2. Each Party will promptly notify the others in writing of any anticipated or actual material changes that will affect the execution of this Technical Arrangement.
3. Intellectual property rights, in particular copyright, in material such as information, software and designs, made available by the Parties to be used to carry out activities under this Technical Arrangement will remain with the originating Party. Appropriate authorizations for use of such materials by the other Parties will be addressed in the arrangements concluded in accordance with Paragraph 5.
4. All intellectual property rights (including copyright) in materials developed under this Technical Arrangement, such as information, software and designs, will be jointly owned by the Parties, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof for non-commercial purposes.
5. Any cost that may arise from the implementation of this Technical Arrangement does not imply further additional expenditures to the Italian State budget.

Paragraph 5 - Status of the Parties and their Personnel

1. The Parties acknowledge that they are entities separate and distinct from each other. The employees, personnel, representatives, agents, contractors or affiliates of each Party, including the personnel engaged for carrying out any of the project activities pursuant to this Technical Arrangement, will not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the other Parties.
2. The Parties will not be entitled to act or make legally binding declarations on behalf of the other Parties. Nothing in this Technical Arrangement will be deemed to constitute a

joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Paragraph 6 –Visibility

1. The cooperative arrangements will be publicized and therefore the role and contribution of each Party will be acknowledged in all public information document relating to instances of such cooperation.
2. Notwithstanding the foregoing, the Parties will not use in any press release, memo, report, or other published disclosure related to this Technical Arrangement, the other Parties' name or logo without the prior written consent of the Party concerned.

Paragraph 7 - Privileges and Immunities

Nothing in this Technical Arrangement or in any document or arrangement relating thereto will be construed as constituting a waiver of privileges or immunities of FAO or UNDP, nor as extending any privileges or immunities of any Party to the other Parties or their personnel.

Paragraph 8 – Confidentiality

The Parties nor their personnel will not communicate to any other person or entity any confidential information made known to it by the other Party/ies in the course of the implementation of this Technical Arrangement, nor will it use this information to private or company advantage. This provision will survive the expiration or termination of this Technical Arrangement.

Paragraph 9 – Responsibility

Each Party will be responsible for dealing with any claims or demands arising out of their actions or omissions, and those of their respective personnel, in relation to this Technical Arrangement. The obligations under this Paragraph do not lapse upon termination of this Technical Arrangement.

Paragraph 10 - Differences of interpretation

Any difference in the interpretation or implementation of this Technical Arrangement, or any document or arrangement relating thereto, will be settled through direct consultations and negotiations between the Parties.

Paragraph 11 - Applicable Law

1. The present Technical Arrangement and any document or arrangement relating thereto does not create legally binding obligations for the Parties and will be governed by general principles of law, to the exclusion of any single national system of law.
2. The Italian Party will implement this Technical Arrangement in conformity with its national legislation and the obligations ensuing from Italy's membership of the European

Union.

Paragraph 12 - Notices and Addresses

Any notice or request required or permitted to be given or made under this will be in writing. Such notice or request will be delivered by hand, certified mail, overnight courier, or telex to each Party at the address specified below:

For IMELS:

Ministry of Environment, Land and Sea
Directorate for Sustainable Development, Environmental Damage, European Union
and International Affairs
Via Cristoforo Colombo
00147 Roma / Italy
svi-udg@minambiente.it

For FAO:

Food and Agriculture Organization of the United Nations (FAO)
Climate and Environment Division
Via delle Terme di Caracalla
00153 Rome - Italy

For UNDP:

UNDP Executive Office
One UN Plaza
New York, NY - USA

Paragraph 13 - Effectiveness, Duration, Termination and Amendments

1. This Technical Arrangement will be signed by representatives of the Parties and will take effect on the date it is signed by all Parties.
2. This Technical Arrangement will remain valid for a period of two years and may be renewed for a further two year period upon mutual written consent of the Parties.
3. This Technical Arrangement may be terminated by the Parties, at any time, by mutual consent. In that event, the Parties will arrange the measures required for the orderly conclusion of ongoing activities.
4. Any Party may withdraw from this Technical Arrangement by giving two months' prior written notice to the other Parties. The rights and obligations of the withdrawing Party defined under any other arrangements pursuant to this Technical Arrangement will cease to be effective. Notwithstanding the foregoing, the withdrawing Party will continue to bear its responsibilities in respect of activities initiated pursuant to this Technical Arrangement at the time of withdrawal where any of the other Parties have entered into legally binding obligations with third parties (e.g. with contractors), unless the other two Parties agree otherwise.

5. In the event of termination of or withdrawal from this Technical Arrangement, any cost-sharing or project cooperation arrangements, and any project document concluded pursuant to this Technical Arrangement, will be terminated in accordance with the termination clause contained in such arrangements. In such case, the Parties will take necessary steps to ensure that the activities carried out under this Technical Arrangement, the cost-sharing arrangements, and the project documents are brought to a prompt and orderly conclusion.

6. This Technical Arrangement may be amended only by written mutual consent of the Parties. Such amendments will take effect one month following notifications of consent by all Parties to the requested amendments.

Done in three originals in English.

**On behalf of the Ministry
for the Environment Land
and Sea of the Italian
Republic**

**On behalf of the Food and
Agriculture Organization of
the United Nations**

**On behalf of the United
Nations Development
Programme**

.....
Francesco La Camera
Director General

.....
Maria Helena Semedo
Deputy Director-General
Climate and Natural Resources

.....
Michele Candotti
Director Executive Office

Date:

Date:

Date: