



**MEMORANDUM OF UNDERSTANDING
ON ENVIRONMENTAL PROTECTION
AND SUSTAINABLE DEVELOPMENT COOPERATION
BETWEEN**

**THE ITALIAN MINISTRY FOR THE ENVIRONMENT, LAND AND SEA
(IMELS)**

AND

THE EGYPTIAN MINISTRY OF ENVIRONMENT

**MEMORANDUM OF UNDERSTANDING (MoU)
ON ENVIRONMENTAL PROTECTION
AND SUSTAINABLE DEVELOPMENT COOPERATION
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**THE ITALIAN MINISTRY FOR THE ENVIRONMENT, LAND AND SEA
(IMELS)**

AND

THE EGYPTIAN MINISTRY OF ENVIRONMENT

Hereinafter referred to as "the Parties",

Starting from the right of all Countries to protect their environment and to strengthen the rational use of natural resources,

Recalling that the Italian Republic and the Arab Republic of Egypt are Parties to the United Nations Framework Convention on Climate Change (UNFCCC) and to the Kyoto Protocol.

Recalling the Memorandum of Understanding between the Italian Ministry for the Environment and Territory and the Egyptian Ministry of State for Environmental Affairs /EEAA signed the 27th January 2003, aiming at intensifying the bilateral cooperation activities towards the protection of the environment,

Recalling the agreement with the Egyptian Ministry of State for Environmental Affairs /EEAA for the cooperation in the field of renewable energy and climate change to facilitate the implementation of renewable energy projects in Egypt that are linked to sustainable energy development, signed the 26th November 2004,

In order to prevent and reduce environmental pollution and to promote sustainable development, in accordance with the principles of the World Summit on Sustainable Development 2012,

Realizing the need for establishing close cooperation between Countries sharing common environmental problems,

Have agreed as follows:

Article 1

The Parties will jointly develop programmes, initiatives and projects dealing with prevention and/or reduction of environmental pollution, environmental preservation and sustainable development.

In particular:

- a) identifying common solutions aimed at improving sustainable development in accordance with Multilateral Environmental Agreements (MEAs);
- b) promoting the development of environmentally sound energy sources, in particular renewable energy;
- c) promoting energy efficiency and air quality monitoring and control programmes;
- d) implementing actions to mitigate and monitor impacts related to energy, industry and transport on the environment;
- e) promoting measures of adaptation to climate change, with particular linkages to land management, water resources, coastal zone management and sea-level rise;
- f) undertaking actions to combat desertification;
- g) promoting measures for biodiversity protection and management of protected areas;
- h) supporting the marine environment protection including the impact of climate change on the bleaching of coral reefs;
- i) supporting the identification and implementation of the Intended Nationally Determined Contributions;
- j) supporting the determination of socio-economic costs associated with climate change impacts;
- k) promoting the exchange of experiences in the field of green economy and low carbon technologies;
- l) enhancing public awareness, raising activities on climate change and water quality management aimed to enhance local authorities and strengthen the administrative decentralization process;
- m) promoting innovative and participated local sustainable development experiences;
- n) any other forms of cooperation mutually agreed upon by the Parties.

The implementation of every programme, initiative and project will be based on principles of impartiality, equality, reciprocity and common interest, taking into account the legal frameworks of each of the Parties and their international obligations.

Article 2

The cooperation between the Parties will be conducted in the following means:

- Realization of joint projects;
- Capacity building, technology transfer and technical assistance ;
- Exchange of information and materials related to environment, including programs, publications, expertise and studies results;

- Exchange of experts, delegations visits and trainees;
- Joint organization of workshops, seminars or other meetings;
- Reciprocal participation of experts to events and projects;
- Promotion of private sector participation and activities to implement Public Private Partnership initiatives.
- Any other form of cooperation agreed by the Parties.

Article 3

The Parties will establish a Steering Committee (SC) composed of 4 members, two IMELS representatives and two representatives of the Egyptian Ministry of the Environment. The SC will provide general direction and advise of cooperation, approve work programs, supervise and support the cooperation activities, take financial decision for the activities establishing a mechanism to guarantee transparency of expenditures, their accounting and a financial audit.

The first meeting of the Committee will approve an Action Plan (AP) defining a set of actions to be implemented during the following 24 months.

Following up meetings of the SC will take place at least once a year. Decisions will be made by consensus. The Parties will notify each other within one month from the signature of this MoU of the names of the representatives in the SC.

The works of the SC will be open to the participation, as observers, of representatives of the Italian Embassy or the Egyptian Embassy, in accordance with the Country where the meetings are held. In any case each Party will ensure that the activities of the SC will be conducted in coordination with the respective Embassy, in order to ensure the highest degree of consistency with the overall dynamic and priorities of the bilateral relations.

Article 4

Under the guidance of the Steering Committee an Egyptian-Italian Working Group (WG) will be established, consisting of two IMELS representatives and two representatives of the Egyptian Ministry of the Environment. The Parties can also invite independent experts to participate in the WG.

The WG will be responsible of finalizing technical documents, the coordination and monitoring of the financial and technical management of the cooperation activities, developing recommendations for new actions, and sharing information and best practices.

Article 5

The Parties will submit jointly projects to the European Union or International Financial Institutions, such as, inter alia, UN, World Bank, Global Environment Facility, Green Climate Fund, to finance the implementation and dissemination phase.

Article 6

The Parties will promote regional cooperation to boost sustainable development in the Arab region and Africa (with specific emphasis on North Africa), forms of such cooperation include: twinning projects, initiatives involving transboundary dimensions of environmental issues, south-south dialogue, and exchange of experiences.

Article 7

This MoU will not affect or prevent rights and obligations of the Parties to third Parties.

All activities undertaken for the implementation of this Memorandum of Understanding will be carried out in full compliance with the laws and regulations in force in each Country, with the international obligations endorsed by the two Countries and, as far as Italy is concerned, with those arising from its membership of the European Union.

Article 8

The Parties agree that during the cooperation they will not undertake measures and activities that could be harmful to the reputation and interests of the other Party.

Article 9

The Parties will agree on the financial coverage for the activities and establish a mechanism, under their respective national law provisions, for granting transparency of expenditures, accounting and audit as referred in Article 3.

All activities undertaken for the implementation of this Memorandum of Understanding will be carried out within the limits of the funds available in the respective budgets of the two Parties, without any further financial responsibility on the respective Central Governments.

The Italian Ministry for the Environment Land and Sea will co-finance the implementation of the activities under this Memorandum in an amount not exceeding 4 (four) Million Euro over a period of two years from the date of signature , to cover the cost of the activities mentioned in the Article 2, including the missions of Italian experts. The amount of co-financing from the Egyptian Ministry of the Environment will be allocated at a later stage, and notified to the other Party during the first meeting of the Steering Committee.

According to the Action Plan agreed by the Parties, the Italian Ministry for the Environment Land and Sea and the Egyptian Ministry of the Environment will agree upon activities to be undertaken in the following years and will make available the appropriate financial resources to cover the cost of the activities agreed upon, within the limits of the funds available in the respective budgets of the two Parties.

The Parties agree that all financial resources allocated by the Italian Ministry for the Environment Land and Sea to develop this initiative are not liable to tax, according to the Egyptian law provisions.

Article 10

Any dispute arising from interpretation and implementation of the MoU shall be settled by direct mutual consultations and negotiations between the Parties.

Article 11

Intellectual property rights will be respected and enforced by the Parties throughout the cooperation activities implemented under this MoU.

In the event that any joint activities involve intellectual property rights, on the basis of this MoU, the Parties, in accordance with their national legislations, will determine reciprocally, specify and agree in advance as to the adequate and effective protection of those intellectual property rights, in a written form.

Article 12

This Memorandum will become effective on the date of signature, and will remain effective for 6 (six) years starting from the date of its signature. Its validity shall be extended for next 6 (six) years unless either party informs otherwise the other party by a written notice. Each of the Parties may withdraw from the MoU and, in this case, its validity shall terminate within six months from the reception of written notice.

Upon signature, this MoU replaces former cooperation agreements between the Parties, without prejudice to prior obligations and commitments towards all on-going bilateral cooperation activities based on those agreements.

The termination of this MoU shall not affect the validity and duration of the projects and activities agreed upon pursuant to the MoU and initiated prior to such termination.

Signed in **Paris, France on 8th of December** in 2 (two) original, duplicate and identical copies in Arabic, English and Italian languages, all texts being equally authentic. In case of any divergence of interpretation, the English version will prevail.

THE ITALIAN MINISTER FOR THE
ENVIRONMENT LAND AND SEA

THE EGYPTIAN MINISTER OF THE
ENVIRONMENT

Mr. Gian Luca Galletti

Dr. Khaled Fahmy