



TECHNICAL ARRANGEMENT

on

SUSTAINABLE DEVELOPMENT COOPERATION IN THE FIELD OF CLIMATE CHANGE ADAPTATION AND MITIGATION

Between

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

And

**THE JORDAN RENEWABLE ENERGY AND ENERGY
EFFICIENCY FUND (JREEEF)
operating under the
MINISTRY OF ENERGY AND MINERAL RESOURCES OF THE
HASHEMITE KINGDOM OF JORDAN (MEMR)**

The Ministry for the Environment, Land and Sea of the Italian Republic (hereinafter referred to as “**IMELS**”),

And

The Jordan Renewable Energy and Energy Efficiency Fund (hereinafter referred to as **JREEEF**), operating under the Ministry of Energy and Mineral Resources (MEMR) of the Hashemite Kingdom of Jordan;

Recalling all relevant bilateral agreements between the Government of the Italian Republic and the Government of the Hashemite Kingdom of Jordan;

Recognizing the importance to promote joint initiatives and to develop joint cooperation programs and actions in the field of climate change and sustainable development;

Recalling that the 21st Session to the UNFCCC Conference has adopted the Paris Agreement to combat climate change;

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;

Recalling that both the Government of the Italian Republic and the Government of the Hashemite Kingdom of Jordan are Parties to the UNFCCC, to the Kyoto Protocol and have both ratified the Paris Agreement;

Recalling the Intended Nationally Determined Contribution (INDC) that the Hashemite Kingdom of Jordan has submitted to the UNFCCC in November 2016 and which became a Nationally Determined Contribution (NDC) in 2017;

Emphasizing the long-term goal of the Climate Change Policy of the Hashemite Kingdom of Jordan (2013-2020) and the target and the opportunities determined in the Jordan National Green Growth Plan (NGGP), aimed at achieving a pro-active, climate risk-resilient Jordan, with a low carbon but growing economy, ensuring in the path towards sustainable development the conditions for healthy, sustainable and resilient communities;

Recalling that JREEEF has been established as an entity under the Ministry of Energy and Mineral Resources (MEMR) of the Hashemite Kingdom of Jordan to provide the funding necessary for the exploitation of renewable energy sources and the rationalization of energy consumption, including small renewable energy facilities, to facilitate scaling-up of renewable energy and energy efficiency to meet the energy needs of Jordan;

Convinced that the collaborative efforts between developed and developing economies are strongly needed in order to accelerate research and development in low-carbon technologies and that the technological diffusion will require greater private sector engagement;

Have entered into the following Technical Arrangement (**TA**):

Article 1: Definitions

Climate Change Policy of the Hashemite Kingdom of Jordan (2013-2020)	: shall mean The National Climate Change Policy of the Hashemite Kingdom of Jordan for the years of 2013-2020 as adopted by the Jordanian Ministry of Environment.
Central Governments	: shall mean the Government of the Italian Republic and the Government of the Hashemite Kingdom of Jordan.
Intended Nationally Determined Contribution (“INDC”)	: shall mean a document presented by the parties to the Paris Agreement in accordance with article 4 paragraph 2 that each party shall prepare, communicate and maintain successive nationally determined contributions (NDCs) that it intends to achieve.
Jordan INDC/NDC	: shall mean the specific INDC that the Hashemite Kingdom of Jordan has submitted to the UNFCCC on 4 th November 2016 and which became an NDC in 2017.

Kyoto Protocol	: shall mean the international agreement linked to the United Nations Framework Convention on Climate Change (UNFCCC), which commits its parties by setting internationally binding emission reduction targets, done at Kyoto, Japan, on 11 December 1997 and entered into force on 16 February 2005.
National Green Growth Plan (“NGGP”)	: shall mean the May 2017 Report of The Ministry of Environment, related to a national Green Growth Plan for Jordan.
Paris Agreement	: shall mean the agreement within the United Nations Framework Convention on Climate Change (UNFCCC) done at Paris on 12 December 2015.
UNFCCC	: shall mean the United Nations Framework Convention on Climate Change (UNFCCC), adopted in New York on 9 May 1992.
Work Plan of Activities	: shall mean the scope and plan of cooperative activities stated in Article 3 herein.

Article 2: Objective

The objective of this TA is to reinforce bilateral cooperation between IMELS and JREEEF in the field of climate change and sustainable development, on the basis of equality, reciprocity and mutual benefit.

Article 3: Areas of Cooperation

IMELS and JREEEF will cooperate, in particular, in the following areas of common interest:

1. The environmentally sound technology transfer and capacity building in the field of renewable energy and energy efficiency measures;
2. The implementation of research and development on low-carbon technologies through the private sector engagement;
3. The implementation of the measures identified in the Intended Nationally Determined Contributions (NDCs) and in particular in the INDC that the Hashemite Kingdom of Jordan has submitted to the UNFCCC in November 2016 and which became a NDC in 2017;

4. The overcoming of the financial, regulatory and legislative barriers which may hinder the renewable energies market uptake;
5. The development of innovative financial measures and economic instruments for the renewable energies and energy efficiency measures.

Further areas of cooperation, within the limits and scope of this TA, may be included upon approval by IMELS and JREEEF.

Article 4: Form of Cooperation

The cooperation between IMELS and JREEEF will be conducted by the following means:

- a) Implementation of joint demonstration projects in the areas mentioned in Article 3;
- b) Capacity building, technical assistance and awareness raising activities in the areas mentioned in Article 3;
- c) Transfer of scientific and technical knowledge and experience;
- d) Promotion of Public-Private Partnership;

Further form of cooperation, within the limits and scope of this TA, may be included upon approval by IMELS and JREEEF.

In the implementation of this TA, IMELS and JREEEF, with reference to the areas of cooperation under Article 3, will consider the opportunity and assess the feasibility to promote replication or extension of these activities in the neighboring countries, so to make the environmental cooperation between Jordan and Italy a point of reference for the Middle East region.

Article 5: Implementation

- 5.1 In order to ensure the efficient implementation of the provisions of this TA, IMELS and JREEEF will establish a Joint Committee (JC), which will be composed by two (2) members designated by IMELS and two (2)

members designated by JREEEF. The respective Diplomatic Missions will be informed about the items to be discussed by the JC and about the outcome of the meetings.

5.2 The JC will be responsible for following tasks:

- a) provide general directions and advice on the cooperation;
- b) select the projects and allocate the financial resources on the basis of a Work Plan of Activities, to be jointly approved during the JC meetings;
- c) coordinate the implementation of the activities specified in the Work Plan of Activities;
- d) systematically review and assess the state and results of cooperation activities;
- e) operate as a forum for discussion on broader matters of mutual concern.

5.3 The decisions of the JC will be adopted by consensus. IMELS and JREEEF will notify in writing each other the names of the representatives in the JC within one (1) month from the date of the signature of this TA.

5.4 During the first meeting of the JC, which shall be held within six (6) months from the date of the signature of this TA, the JC will adopt and approve the following documents:

- *Work Plan of Activities* that will individuate projects and activities, as applicable;
- *Guiding Principles* for the bilateral cooperation mechanism;
- *Rules of Procedure*, to define the JC mandate, modalities for the organization of the meetings, decision-making procedures, etc.;
- *Financial Agreement*, to define mechanisms to guarantee transparency of expenditures, their accounting and financial audit;

- Any other document that IMELS and JREEEF will mutually agree upon.
- 5.5 In the meetings of the JC, the frequency of which will be determined in the Rules of Procedure, the JC will:
- approve detailed activities and projects, including project budget and schedule, to be implemented and financed, under the framework of this TA;
 - coordinate the implementation of the activities as specified in Articles 3 and 4;
 - systematically review and assess the status, progress, results achieved, and lessons learned of the cooperation activities.

Article 6: Financial conditions

- 6.1 IMELS and JREEEF engaged themselves to contribute with both institutional and economic support for the implementation of the activities to be realized in the areas of cooperation under Article 3.
- 6.2 IMELS and JREEEF shall implement this TA in the available budgetary limit, without any further financial responsibility on their respective Central Governments.
- 6.3 JREEEF shall provide a Financial Report that will include financial and related information on the expenditure related to the projects activities, which shall be documented by an audit. The date of submission for the Financial Report shall be determined in the Work Plan of Activities that will be approved by the JC.
- 6.4 IMELS shall provide financial support for the implementation of the activities and projects identified in the Work Plan of Activities that will be approved by the JC.

- 6.5 IMELS and JREEEF shall submit the identified projects to International Financing Institutions, inter alia the World Bank, Global Environment Facility, Green Climate Fund, European Union, in order to co-finance the implementation of the activities and promote its replicability and scaling up.
- 6.6 The financial resources referred to in Article 6.4 allocated by IMELS are exempted from taxes under Jordanian legislation related to EU donors.

Article 7: Amendments

- 7.1 The provisions of this TA may be amended in writing by mutual consent of IMELS and JREEEF. Any such amendments shall be attached to this TA marked as “TA Amendment 1” etc.

Article 8: Intellectual property

- 8.1 Intellectual property rights will be respected and enforced by IMELS and JREEEF throughout the cooperation activities implemented under this TA. Should any joint activity involve intellectual property rights, on the basis of this TA, IMELS and JREEEF, in accordance with their internal legislations, will reciprocally determine, and specify in writing what constitutes intellectual property right as well as the adequate and effective protection of those intellectual property rights.

Article 9: Differences of interpretation

- 9.1 Any differences in the interpretation, management of the TA shall be resolved by mutual consent through consultation and/or negotiations between IMELS and JREEEF.
- 9.2 This TA will be implemented in compliance with international law, bilateral agreements between the Italian Republic and the Hashemite Kingdom of Jordan, their respective national legislations, as well as any

other obligation arising from the membership of the Italian Republic in the European Union and from the membership of the Hashemite Kingdom of Jordan in leagues or unions, including the membership of the Hashemite Kingdom of Jordan in the Euro-Mediterranean Partnership.

9.3 This TA will not affect or prevent pre-existing rights and obligations of IMELS and JREEEF towards third parties, but no third party shall obtain any legal benefit from this TA.

9.4 This TA merely constitutes a statement of the mutual intentions of IMELS and JREEEF with respect to its contents and does not constitute any legal obligation.

Article 10: Effectiveness, Duration and Termination

10.1 This TA takes on the date of its signature.

10.2 This TA shall remain valid for a period of 5 (five) years and shall be automatically renewed for another period of 5 (five) years.

10.3 This TA may be terminated through a written notification submitted by IMELS or JREEEF to the counterpart, in the below addresses:

For **IMELS**:

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

Attn.: Dr. Francesco La Camera (DG-SVI)

Viale Cristoforo Colombo 44 - 00147 Roma - Italy

Telephone No: 0039 06 57221

For **JREEEF**:

THE JORDAN RENEWABLE ENERGY AND ENERGY EFFICIENCY FUND (JREEEF)

Attn.: Dr. Rasmi Hamzeh (Executive Director)

Zahran Street -550, Amman, 11118 Jordan

Telephone No: 00962 6 5803060 - Fax: 00962 6 5865714

In such case, this TA shall be terminated within six (6) calendar months from the date of receipt of the written termination notification.

- 10.4 Unless otherwise provided by IMELS and JREEEF in writing, the expiration or termination of this TA shall have no effect on ongoing cooperation projects and programs.

Done at Rome on 29th of March 2018 in two (2) originals, in the English language.

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

**For the Jordan Renewable Energy
and Energy Efficiency Fund
(JREEEF)**

Dr. Francesco La Camera
Head of Directorate for Sustainable
Development, Environmental Damage,
European Union and International Affairs

H.E Saleh Kharabsheh
Minister of Energy and Mineral Resources
Chairman of Jordan Renewable Energy and
Energy Efficiency Fund (JREEEF)