

TECHNICAL ANNEX TO
THE MEMORANDUM OF UNDERSTANDING

between

the Italian Ministry for Environment, Land and Sea

and

**the Agence Nationale pour le Développement des Energies
Renouvelables et de l'Efficacité Energétique**

The "Italian Ministry for the Environment, Land and Sea", hereinafter referred as IMELS
and
the "Agence Nationale pour le Développement des Energies Renouvelables et de l'Efficacité Energétique", hereinafter referred as ADEREE

Hereinafter referred to as "*the Parties*",

CONSIDERING the decision agreed during the Steering Committee held in Rome on 20 December 2011 where it was decided to reallocate the unspent resources from PROMASOL budget to other project activities;

RECALLING the Memorandum of Understanding between the Ministry for the Environment, Land and Sea and CDER (Centre de Développement des Energies Renouvelables) signed in Marrakech on 21 September 2002 and further integrated by the annexes signed in Marrakech on July 2004 and in Milan in March 2006

RECOGNISING the importance to promote the "*Mediterranean Renewable Energy Programme*" for information dissemination, networking and development of pilot projects in the field of renewable energy for the Maghreb countries;

CONSIDERING the necessity for the development of solar water heaters systems through a new national which aims to achieve 1.7 million sm² by 2020, and the enhancement of the environment for present and future generations;

RECOGNISING the importance to promote programs and actions for implementing sustainable development in the framework of Regional and International Conventions in the environment field;

RECALLING the United Nations Framework Convention on Climate Change and Kyoto Protocol against global climate change, signed and ratified/acceded by Morocco and Italy;

REFERRING to the law June 1st, 2002, n° 120, that authorizes the Italian Ministry for the Environment and Territory to finance activities in developing countries to substantively contribute to the implementation of the United Nations Framework Convention on Climate Change and the Kyoto Protocol;

TAKING INTO ACCOUNT that IMELS is promoting environmentally sound technologies within the Mediterranean Region;

TAKING INTO ACCOUNT that ADEREE is the national agency overseen by the Ministry of Energy, Mines, Water and Environment, that has a mission to promote and develop the use of RE and EE as a component of the national energy policy.

Agree on the following Technical Agreement (hereinafter: Agreement):

Article 1

1. The Parties, in cooperation with other relevant ministries, governmental bodies and organisations, institutions and enterprises, shall maintain and enhance bilateral cooperation in the environment, renewable energy and sustainable development fields on the basis of equality, reciprocity and mutual benefit.
2. The Parties confirm their engagement for the implementation of the activities planned in the Memorandum of Understanding between the Ministry for the Environment, Land and Sea and CDER (Centre de Développement des Energies Renouvelables) signed in Marrakech on 21 September 2002 and further integrated by the annexes signed in Marrakech on July 2004 and in Milan in March 2006, namely the implementation of the project in the CHU Hospital in Casablanca.

Article 2

1. In the framework of the "Energy Efficiency in Public Hospitals" initiative on the improvement of the energy efficiency and energy saving in the public buildings, with the agreement of ADEREE, the Parties will cooperate for the implementation in the Casablanca University Hospital (CHU) of the project Moroccan Solar Thermal solutions for Hospitals and energy efficiency measures. The latter foresees the following activities:

- Technical and economic feasibility analysis for "Sanitary Hot Water (SHW)" production through Solar Thermal Systems;
- Purchasing, installation, commissioning and maintenance of the "Solar Thermal Systems" for SHW Production;
- Development of a robust, low-cost Solar Cooling system suitable for the Casablanca hospital application
- Design, construction, installation and commissioning of the pilot project employing the Solar Cooling system developed.
- Training activities to the Casablanca Hospital technicians for the maintenance of the installed equipment

For this purpose, IMELS designate the Department of Energy of Politecnico of Milano as implementing entity for the implementation of the following activities :

- Definition of technical and economical specifications and requirements needed for the selection of the supplier/installer of the SWH, to be included in the tender documents
- Development, design, construction, installation and commissioning of a robust, low-cost Solar Cooling system project suitable for the Casablanca hospital application
- Monitoring of the implementation activities (technical quality of supplied equipment; correct implementation of the foreseen time schedule; correspondence of performed works with proposals contents);



- Training sessions for the Casablanca Hospital Technicians to be organized at the Hospital or ADEREE premises, in order to ensure the proper operation and maintenance of the installed equipment, to be implemented in collaboration with the supplier company of the SWH;

On the basis of the technical and economical specifications and requirements needed for the SWH installation, elaborated by the Department of Energy of Politecnico of Milano, ADEREE will issue an international call for tender for purchasing the equipment, installation and commissioning of the solar thermal systems

The selection of the supplier from ADEREE will be carried out in compliance with national administrative procedures.

In order to promote Solar Water heaters technologies in Morocco and in Italy, the tender will be addressed to companies commercialising SWH of Moroccan or Italian origin.

The supplier company should carry out all the transport and customs issues of the equipments addressed to the hospital in Casablanca. The hospital or ADEREE could facilitate the administrative procedures.

Article 3

1. The Parties agree that financial resources needed for the implementation of the project will be diverted from the FOGEEER/PROMASOL facility and after the agreement of the Ministry of Finance, established under the Memorandum of Understanding between the Ministry for the Environment, Land and Sea and CDER (Centre de Développement des Energies Renouvelables), UNEP/DTIE (United Nations Environment Programme/Department for Trade, Industry and Economics) and UNDP (United Nations Development Programme) on the implementation of PROMASOL programme for the development of the solar thermal market in Morocco, signed on 28 December 2004.

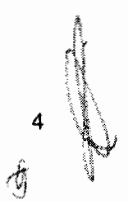
2. The financial resources related to the activities carried out by the Department of Energy of Politecnico di Milano are 170.000€ provided from the balance of the budget remaining from the Memorandum of Understanding signed on 21 September 2002 between IMELs and CDER. They will be transferred from ADEREE according to the following procedure:

- 15% at the submission of the methodology paper of the project;
- 35% at the submission of the technical and economic specification and requirements for the tender documents and a report on design and sizing of the solar cooling pilot plant;
- 25% at the submission of the technical report on installation and commissioning of the solar cooling pilot plant at the Casablanca Hospital;
- 25% at the submission of the technical report on the training activities to the maintenance staff and commissioning of solar water heaters.

3. ADEREE contribute to the whole project with personnel (technical reports, monitoring, evaluation, dissemination, etc), consumable, technical support and travels costs, and will receive a budget of 60 000 Euro from the Fogeer/Promasol financial resources.



4



Article 4

1. A joint task force is established, composed by 2 Moroccan members designated by the ADEREE and 2 Italian members designated by the Italian Ministry for the Environment Land and Sea that should act as an operational entity in charge of supervision of the activities mentioned at Article 2,
2. The joint task force, should include in its work program the following tasks:
 - ✓ to systematically review and assess the state and results of cooperation activities;
 - ✓ to operate as a forum for discussion on broader matters of mutual concern

Article 5

1. Amendments to this Agreement may be consensually adopted by the Parties with the exchange of written communications, specifying the date of entry into force.

The Agreement will be operating since the day of the signature of both Parties.

The Agreement is agreed for a period of 3 (three) years and shall be automatically prolonged for new periods of 3 (three) years.

The Agreement will remain into force until one Party may terminate this Agreement via diplomatic way, by written notification submitted to the other Party. In such case, the validity of this Agreement shall cease within six months from the day of receipt of the written notification on the intention for its termination.


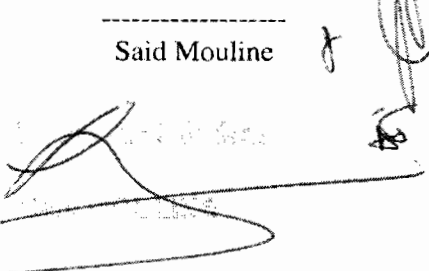
Unless otherwise specified by the Parties, cancellation of this Technical Agreement shall have no effect on ongoing cooperation projects and programs.

Done in.....on....., 2012 in two originals in English language, being all texts authentic.

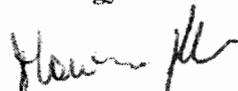
**For
ADEREE**

The General Director

Said Mouline

**For
the Italian Ministry for the
Environment Land and Sea
The Director General ad interim of
the Department for Sustainable
Development ,Climate change and
Energy**



Mariano Grillo

Note d'Envoi

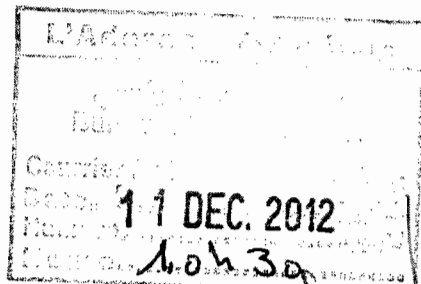
Date : 10/12/2012

De : El Haouari Mohamed
Supérieur Hiérarchique : Mme le Secrétaire Général
Objet : Contrats IMELS deuxième copie originale

Propositions

Appréciation de la Direction Générale

Date et Heure d'arrivée



M/12/2012

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