

**MEMORANDUM OF UNDERSTANDING**

**on**

**COOPERATION IN THE FIELD OF SUSTAINABLE ENERGY FOR  
CLIMATE CHANGE ADAPTATION AND MITIGATION**

**between**

**THE MINISTRY OF ENVIRONMENT, ENERGY AND CLIMATE  
CHANGE (MEECC)  
OF THE REPUBLIC OF SEYCHELLES**

**and**

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

**The Ministry of Environment, Energy and Climate Change of the Republic of Seychelles and Ministry for the Environment, Land and Sea of the Italian Republic**, hereafter referred to as “the Parties”;

### **Preamble**

**RECALLING** that the Republic of Seychelles and the Italian Republic 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 21<sup>st</sup> Meeting of the Parties to the UNFCCC 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;

**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 Intended 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;

**EMPHASIZING** the importance of international cooperation on development and on the fight against climate change for developing countries, taking into account the urgent and immediate needs of those developing countries that are particularly vulnerable;

**SUPPORTING** the Initiative for Renewable Island Energy (IRIE), in the context of the implementation of the renewable energy and energy efficiency components of Small Islands Developing States' NDCs;

Have entered into the following Memorandum of Understanding (MoU):

## **Article 1**

### **Scope and Objective**

1.1 This MoU shall be the framework for future activities and projects in areas of common interest for the Parties.

1.2 The objective of this MoU, within the competences of the Parties, is to promote secure, clean and efficient energy in order to strengthen and coordinate the efforts to combat global climate change, address its adverse effects and reduce vulnerability, to protect the environment and natural resources, and to stimulate the transition towards a sustainable low-carbon economy.

## **Article 2**

### **Areas of cooperation**

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

- a) support to the development and implementation of policies, strategies and plans in the sustainable energy sector in order to achieve the emission reduction target adopted by the Republic of Seychelles;
- b) promotion and development of renewable energies, in particular solar, wind , biomass and hydropower;
- c) assessment and support of the Nationally Determined Contributions;
- d) enhancement of energy efficiency;
- e) promotion and deployment of renewable energy technologies for off-grid application as decentralized systems especially for outlying islands;
- f) stimulation and dissemination of the economic and technological transformation for low-carbon, sustainable development.
- g) resources sharing, technical co-operation and information exchange with other global climate change initiatives, in particular in Small Island Developing States.

Further areas of cooperation, within the limits and scope of this MoU, may be included upon approval by the Parties.

## **Article 3**

### **Activities**

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

- realization of joint projects;

- capacity building, training, technology transfer and technical assistance;
- exchange of information and documents related to renewable energy and 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 Partnership initiatives;
- enhancement of cooperation with non-governmental organizations for mini-grid and renewable energy projects;
- enhancement of public education and awareness campaigns on measures for adaptation to climate change;
- development of joint fundraising activities with regard to global climate change and sustainable development.

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

## **Article 4**

### **Coordination**

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

4.2 The Joint Implementation Committee will be composed by two (2) representatives from the Ministry of Environment, Energy and Climate Change of the Republic of Seychelles, and two (2) representatives from the Ministry for the Environment, Land and Sea of the Italian Republic.

4.3 The Ministry of Environment, Energy and Climate Change of the Republic of Seychelles will be represented by the Principal Secretary for *Energy and Climate Change*, and one (1) expert.

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

4.5 The Joint Implementation 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 Implementation Committee will adopt the following framework documents:

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

The Joint Implementation 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 Implementation 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 Implementation Committee will meet within six (6) months after the signature of the present MoU.

## **Article 5**

### **Work plan, projects and activities**

5.1 Upon signature of this MoU, 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 the 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**

### **Financial provisions**

6.1 The conduct of the activities under this MoU shall be funded on terms to be mutually determined and agreed upon and shall be subject to the availability of funds and other resources of the Parties, without any additional costs for the respective ordinary State Budgets.

6.2 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.

6.3 Wherever there is a need to increase the global amount laid down in Paragraph 2, IMELS may decide to grant additional financing. Should it take such a decision, IMELS will inform the Ministry of Environment, Energy and Climate Change of the Republic of Seychelles about the additional amount provided, in the occasion of a meeting of the Joint Implementation Committee.

Funds will be issued according to the same terms and conditions set out in the Financial Document referred to in Article 4.6.

6.4 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 Republic of Seychelles to fulfill its commitments under the UNFCCC and its instruments.

## **Article 7**

### **Law in force**

7.1 The Parties shall adhere to the internationally accepted principles and values which shall be consistent with the applicable domestic laws. In the implementation of the present MoU, the Parties will observe applicable international law and their national laws, including, as for the Italian Party, the obligations arising from Italy's membership in the European Union.

## **Article 8**

### **Amendments**

8.1 The provisions of this MoU may be amended in writing by mutual consent of the Parties.

## **Article 9**

### **Confidentiality**

9.1 Any proprietary information (properly identified as such by the disclosing Party) to be contained in reports or disclosed by one Party to the other Party, shall be kept strictly confidential by the receiving Party, and shall not be disclosed to any third party without the prior written consent of the original disclosing Party.

## **Article 10**

### **Differences of interpretation**

10.1 In the event of any difference in the interpretation or application of the provisions of this MoU, the Parties shall immediately consult each other with the view to expeditiously resolving such differences in a spirit of mutual understanding and cooperation.

## **Article 11**

### **Effectiveness and Termination**

11.1 The present MoU 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.

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

This MoU merely constitutes a statement of the mutual intentions of the Parties with respect to its contents and does not constitute any legal obligation binding on either Party.

Done in Victoria, on 14/02/2018, in two (2) originals in the English Language.

**For the Ministry of Environment, Energy and  
Climate Change of the Republic of Seychelles**

**Principal Secretary  
Energy and Climate Change  
Wills Agricole**

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

**Director General  
  
Francesco La Camera**

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