



MEMORANDUM OF UNDERSTANDING

between

the Ministry for the Environment, Land and Sea of the Republic of Italy

and

the Caribbean Community Climate Change Centre

on

Co-operation for the Development of Renewable Energy Sources

and

Mitigation and Adaptation to Climate Change

In the Caribbean Region

**RAPPR. PERM. D'ITALIA-ONU
NEW YORK**

PROTOCOLLO IN ARRIVO

NOV 23 2015 *N. 938*

The Caribbean Community Climate Change Centre, hereafter referred to as the “5Cs”, which for the purposes of this Memorandum of Understanding is the specialized institution of the Caribbean Community, hereafter referred to as the “CARICOM”, for coordinating the Caribbean region’s response to climate change,

and

The Ministry for the Environment, Land and Sea of the Republic of Italy, hereafter referred to as the “Italian Party” which for the purposes of this Memorandum of Understanding is the competent authority of the Republic of Italy

RECOGNIZING the need to speedily implement the United Nations Framework Convention on Climate Change (UNFCCC), which the Member Countries of CARICOM are Parties to, and its Mechanisms,

REFERRING to the law of the Republic of Italy, June 1, 2002, n° 120, that authorizes the Italian Party to finance activities in third countries,

REFERRING to the Agreement Establishing the 5Cs, Belize, February 4, 2002 which describes *inter alia* the Objectives, Functions, guiding Principles, Composition and Governance of the 5Cs,

CONSIDERING that the Italian Party wishes to establish a Partnership with the CARICOM Member States for “Co-operation on climate change vulnerability, adaptation and mitigation”,

RECOGNIZING the urgent need to protect the environment and climate systems for present and future generations in the CARICOM region,

WILLING to implement cooperation activities to facilitate the protection of the climate system in the CARICOM region, as well as enhancing regional capabilities for responding effectively to the negative effects of climate change in the region,

Hereby agree as follows:

Article 1 Objective

1.1 The 5Cs and the Italian Party undertake to jointly develop and implement programmes, projects and activities, in accordance with the terms and conditions established in the present Memorandum, that will promote the protection of the climate system of CARICOM Member States, enhance their institutional capabilities for the co-ordination of national responses to the negative effects of climate change, provide management and technical support in the area of climate change mitigation and adaptation, including the development and utilization of renewable energy sources, and support mechanisms for building adaptation capacity and resilience to climate change vulnerability, including disaster risk assessment and reduction, and the development of conservation measures that minimize and address the impact of climate change and other anthropogenic activities on coastal and marine ecosystems.

1.2 In the implementation of such programmes, projects and activities, consideration shall be

given to the participation of the public and private sectors and, where necessary, universities, scientific and technical research bodies and non-governmental organisations within Italy and CARICOM Member States.

1.3 The co-operation referred to in the previous paragraphs will be carried out on the basis of equality, reciprocity and mutual benefit.

Article 2 Activities

2.1 The 5Cs undertakes to be the Implementing Agency of the programmes, projects and initiatives approved by the Joint Committee set up by the Parties to the Memorandum of Understanding between the Italian Party and the CARICOM Member States as the Governing Body for the implementation of that Memorandum, in accordance with the terms stipulated in Annex 1 to the present Memorandum.

2.2 The 5Cs undertakes to establish a programme monitoring and follow-up capacity in New York with the purpose of providing principally the Italian Party, as well as 5Cs with in depth analysis of shifting priorities, emerging requirements and best practices regarding SIDS' approach to sustainable development and climate change, including recommendations as to required programme restructuring, in accordance with the terms stipulated in Annex 2 to the present Memorandum.

2.3 The Italian Party agrees to make available to the 5Cs an amount not exceeding three hundred thousand (300,000) USD over a period of two years from the date of signature, to cover the cost of the activities described in Annex 1 to this Memorandum, according to the schedule of disbursements outlined in Annex 1.

Upon completion of the activities stipulated for those first two years, the Italian Party and the 5Cs will agree upon activities to be undertaken by the 5Cs in the following years, and the Italian Party will make available to the 5Cs the appropriate amount to cover the cost of the activities agreed upon.

2.4 Upon signature of the present Memorandum, the Italian Party agrees to make available to the 5Cs an additional seventy thousand (70,000) USD according to the schedule of disbursements outlined in Annex 2 to this Memorandum to cover the cost of the activities described therein.

Article 3 Co-ordination between the 5Cs and the Italian Party

3.1 No later than one month after the signature of the present Memorandum the 5Cs will submit to the Italian Party a Work-plan covering the first 6-months of activities under the present Memorandum and will commence activities upon approval of this plan by the Italian Party.

3.2 Subsequently the 5Cs will carry out the decisions of the Joint Committee established by the Memorandum of Understanding between the Italian Party and the CARICOM Member States in matters related to the implementation of projects and initiatives in CARICOM Member States

and in the region as a whole according to procedures and modalities established by the Joint Committee.

3.3 The 5Cs shall participate into the meetings of the Joint Committee described in paragraph 3.2 *supra* as an ex-officio member and shall be represented therein by the Executive Director.

Article 4 Contracting Procedures

4.1 In case the implementation of activities / projects requires to outsource know-how and/or technical support on the basis of service contracts - e.g. studies, technical assistance – or supply contracts for equipment purchase, these contracts must be awarded by the 5Cs in accordance with its internal legislation.

4.2 The Italian Party must be informed, in due time, about the tender procedure, in order to be able to safeguard, the widest possible participation in competitive tendering and the requisite transparency. After the award of the contract , the 5Cs must submit to the Italian Party a detailed certified report of the procedure undertaken, jointly with the related tender documentation.

Article 5 Correspondence

All correspondence regarding the implementation of this Agreement, including its Annexs, shall be addressed to:

- a) Italian Party – Director General for Sustainable Development, Environmental Damage, European Union and International Affairs
Ministry for the Environment, Land and Sea
Via C. Colombo, 44
00147 Rome – Italy

- b) 5Cs Executive Director, Caribbean Community Climate Change Centre
Lawrence Nicholas Building, Ring Road
P.O. Box 563, Belmopan, Belize

Article 6 Special Provisions

5.1 This Memorandum shall be in compliance with all the international Conventions and Protocols signed by the Italian Party, as well as with any other obligations related to Italy's membership in the European Union and to the 5Cs' membership in regional organizations.

5.2 The implementation of the Memorandum shall be subjected to the provisions of the national legislation of the Italian Party and the Agreement Establishing the 5Cs.

5.3 Annex 1 and Annex 2 shall be integral part of the present Memorandum.

Article 7
Final Provisions

6.1 The present Memorandum will come into effect on the date of signing and will remain in effect for five years, unless the 5Cs or the Italian Party notify the other party as to its intention to terminate it, at least six months in advance of the termination date.

6.2 Amendments can be made consensually by the 5Cs and/or the Italian Party through exchange of written communications, specifying the date of the entry into force.

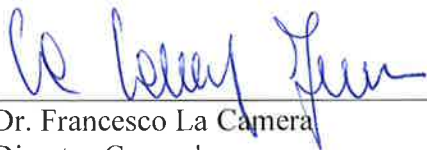
6.3 Any disagreement in the interpretation, management or execution of the present Memorandum will be resolved by mutual agreement.

6.4 Termination of the present Memorandum shall have no effect on ongoing co-operation projects, and/or on initiatives already agreed upon by the 5Cs and the Italian Party.

Done in Rome..... on 20/11.... 2015 in two originals in the English language.

For the Ministry for the Environment,
Land and Sea of the Republic of Italy

For the Caribbean Community Climate
Change Centre



Dr. Francesco La Camera
Director General
Department for Sustainable Development,
Environmental Damage, European Union and
International Affairs



Dr. Kenrick R. Leslie
Executive Director

**Cooperation programme between Italy and the Caribbean Community
Climate Change Centre
on
Development of Renewable Energy Sources and
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Annex 1

A. Justification and background

It has been widely recognized that climate change hinders sustainable development, particularly in the most vulnerable countries such as the Small Islands Developing States and the countries with long shorelines, and is a central factor that exacerbates the vulnerability of societies to natural disasters. The adverse effects of climate change on the Caribbean region – such as sea-level rise, coastal erosion, saltwater intrusion, escalation in the frequency and intensity of hurricanes and disruptions in precipitations and fresh-water supply – pose a serious threat to the fragile economies of the nations of the region, and to their very existence as well.

The SAMOA Pathway calls for support to the efforts of Small Island Developing States for building resilience to the impacts of climate change and improving their adaptive capacity, through the design and implementation of climate change adaptation measures appropriate to their respective vulnerabilities and economic, environmental and social situations, including the development of renewable energy sources. As it is well known, climate change increases the vulnerability to and the impact of natural occurrences such as severe weather phenomena, as well as of anthropogenic activities, such as the unsustainable use of natural resources that causes ecosystem degradation and biodiversity loss.

To build and strengthen national capacities to create food and energy security at the same time that the negative impact of climate change is increasing, as well as to cope with disaster risks and their impact on national resources, livelihoods and economies is a commitment that all countries have made. In this spirit, Italy wishes to establish a Partnership with the CARICOM Member States to increase their capacity to respond to the threat of Climate Change, devise adaptation measures, build resilience to the impact of natural disasters, and fulfill their commitment to mitigate harmful emissions generated by energy utilization.

The mandate of the Caribbean Community Climate Change Centre (the 5Cs) in this area and the body of experience built by the Centre in the Caribbean region in the design and implementation of projects and initiatives for climate response, at both the national and regional levels, make the Centre the ideal implementing Agency of projects and initiatives under the Memorandum of Understanding governing the Partnership between Italy and the CARICOM Member States.

B. Sectors and Activities

1. Development and utilization of renewable energy sources

Activity 1.1 Technology assessment of energy requirements and infrastructure in the mid-and

long-term and of the most appropriate renewable energy mix capable of meeting those needs, including for the development of sustainable transport technologies and non-motorized solutions, in order to reduce pollutants and GHG emissions.

Activity 1.2 Development of human resources specialized in the planning, implementation and management of energy policies, strategies and plans; development/strengthening of national capacities for the development of national and regional energy markets, as well as of the appropriate financial instruments.

Activity 1.3 Increased access of remote communities to electricity for lighting, water pumping, telecommunications, medicine and food cold storage, through utilization of the photovoltaic technology – new installations and rehabilitation of existing facilities – and other renewable energy technologies – such as mini hydro and wind – as appropriate in each specific context and in accordance with its potential.

Activity 1.4 Development of Photovoltaic stand-alone electrification systems in urban areas and of Photovoltaic integration into the national grid.

Activity 1.5 Investigation of the local potential for Wind, Biogas, Hydropower, Geothermal, Tidal and Wave power sources and development of the resources potential, especially for domestic uses and the tourist industry;

Activity 1.6 Assessment and development of sustainable transport solutions.

2. Development of climate change adaptation measures

Activity 2.1 Assessment of current and future climate changes in the tropical cyclones distribution, intensity and frequency; development of experimental dynamical seasonal forecasts; strengthening of early warning systems through collection, analysis, management and use of relevant data, and preparation of risk maps and contingency plans, in regard to the evolution of weather phenomena and their impact on ecosystems at the social and spatial scale;

Activity 2.1bis Development of measures to adapt to sea level rise;

Activity 2.2 Strengthening disaster risk governance and national capacities for disasters prevention, mitigation, preparedness, response, recovery, and rehabilitation, and fostering collaboration and partnership across mechanisms and institutions for the implementation of instruments relevant to disaster risk reduction and sustainable development; development of adaptation measures for critical facilities, such as schools, hospitals, water and sanitation infrastructure, transportation and telecommunications; development of new building codes, rehabilitation and reconstruction practices and standardized building materials;

Activity 2.3 Development of conservation measures for coastal and marine areas affected by the negative impacts of climate change, especially those that are particularly significant for their biodiversity and for providing ecosystem services; strengthening the national managerial and organizational capacity as well as governance in the areas of protection and conservation of marine biodiversity; development of programmes and projects that enhance ecosystem resilience and increase the contribution of biodiversity to carbon stocks through conservation and restoration measures; development of measures to minimize and address the impact of acidification and invasive species on oceans and seas.

3. Development of climate change mitigation measures

Activity 3.1 Identification, implementation, reporting and assessment of the Intended Nationally Determined Contributions (INDC).

These sectors and related activities are subject to expansion/modification according to the

decisions made by the Joint Committee established by the Memorandum of Understanding between the Italian Party and the CARICOM Member States in matters related to the implementation of national and regional projects and initiatives in CARICOM Member States.

C. Outputs

1. The 5Cs will assist the governments of the CARICOM Member States that have been invited by Italy to participate to the programme titled “CO-OPERATION ON CLIMATE CHANGE VULNERABILITY, ADAPTATION AND MITIGATION” and that have not yet expressed interest in the related Partnership to decide whether it is in their interest to participate to it and to propose, as appropriate, possible modifications to the relative MOU that would better harmonize the tenets of the Partnership with their needs and requirements.

Output 1. All CARICOM Members States are prepared to sign the Memorandum of Understanding that governs the implementation of the programme titled “CO-OPERATION ON CLIMATE CHANGE VULNERABILITY, ADAPTATION AND MITIGATION” subject to the modifications that they have proposed and are agreed upon by all Parties.

2. The 5Cs will assist the governments of the CARICOM Member States that are Parties to the Memorandum of Understanding with Italy for the implementation of the programme titled “CO-OPERATION ON CLIMATE CHANGE VULNERABILITY, ADAPTATION AND MITIGATION” to identify a range of bankable projects through a consultative process that will, among other things, help identify capacity needs. The sectors are, but not limited to the ones described in Section B and the projects must be consistent with the national policies and strategies for sustainable development and within the framework of the national sustainable development plans, must have built-in sustainability factors and address the needs of the most vulnerable segments of the population. The projects and initiatives so identified will be submitted for approval by the Joint Committee established by the Memorandum of Understanding between the Italian Party and the CARICOM Member States.

Output 2. Projects and initiatives ready to start implementation if approved are submitted to the Joint Committee of the Italy/CARICOM Member States Partnership for approval. The Joint Committee will meet for the first time within 3 months from the date of signature of the Memorandum of Understanding, and subsequently at least once a year according to the timetable of meetings established by the Joint Committee at its first meeting.

3. For the attainment of Outputs 1 and 2 the 5Cs may hire short-term consultants with competencies as described in Section B. The proposals to be developed are expected to build upon efforts being made under other national and regional initiatives and be carried out with the widest participation of communities, minorities, civil society and the private sector.

4. Once the projects and initiatives are approved by the Joint Committee of the Partnership Italy/CARICOM Member States the 5Cs will assist the governments of the CARICOM Member States to implement them on the ground. To this end the 5Cs will, *inter alia* :

- Identify the human/institutional resources necessary to carry out project activities and hire/establish them if so requested by the national project Authority;
- Identify equipment required for the successful implementation of the project activities and purchase it if so requested by the project Authority;
- Prepare/review/monitor project work-plans;
- Troubleshoot and redress project activities and plans as required;

- Assist the project authorities to prepare mid-term and final reports;
- Evaluate additional resource mobilization requirements and assess project impact, sustainability and possible replication as well as lessons learned;
- Ensure that the project objectives are fulfilled at all times during the life of the projects and that project sustainability is effectively pursued, particularly for the benefit of the most vulnerable segments of the population.

Output 3. The project approved by the Joint Committee of the Italy/CARICOM Member States partnership are successfully carried out and related best practices and lessons learned are identified.

D. Obligations of the Italian Party and schedule of disbursements

1. The Italian Party will make available to the 5Cs in a bank account designated by the 5Cs for this purpose, an amount not exceeding three hundred thousand (300,000) USD over a period of two years from the date of signature, to cover the cost incurred in undertaking the activities and achieving the outputs described in Section B and C respectively, as appropriate.

2. In view of the fact that the first year of activities will require more intense efforts on the part of the 5Cs for identification and preparation of bankable projects and initiatives, the schedule of disbursements for the first two years will be as follows:

- 60,000 USD upon signature of the MoU and against a written request of contribution, indicating banking details, by the 5Cs to the Italian Party;
- 140,000 USD by 31 March 2016 against a written request of contribution by the 5Cs to the Italian Party and after the submission of technical and certified financial Reports related to the first disbursement;
- 100,000 USD by 30 November 2016 against a written request of contribution by the 5Cs to the Italian Party and after the submission of an annual and detailed certified financial Report in line with the 5Cs financial regulations, rules, policies, procedures, and administrative instructions.

E. Management and Reporting

1. The 5Cs will, for the purposes of the present MOU, open and maintain in United States Dollars a special deposit account in a commercial bank on terms and conditions satisfactory to the Italian Party and the Board of Directors of the 5Cs including appropriate protection against set off, seizure or attachment.

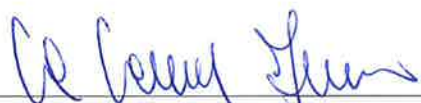
2. The 5Cs shall administer the allocation of funds described in Section D above and carry out the activities described in Sections B and C above with due diligence and efficiency and in conformity with appropriate administrative, technical, financial and procurement practices.

3. The 5Cs shall submit to the Italian Party an annual Progress Report detailing the activities carried out under the terms of the present Memorandum and including the Work Plan for the following year, together with a Financial Report detailing the expenditures incurred carrying out the activities described in the Progress Report.

4. Upon completion of activities under the present memorandum the 5Cs shall submit to the Italian Party a comprehensive Final Report summarizing results achieved and lessons learned, together with a Financial Report detailing the manner in which the Italian Party's contribution has been utilized.

5. The 5Cs shall provide to the Italian Party as soon as available, but in any case not later than four months after the end of each fiscal year certified copies of the audited financial statements for the period, and such other information concerning said records, accounts and financial statements and the audit thereof, as the Italian Party may from time to time reasonably request.

Agreed



Dr. Francesco La Camera
Director General
Department for Sustainable Development,
Environmental Damage, European Union and
International Affairs
Ministry for the Environment, Land and Sea
of the Republic of Italy

Date

20/11/2015

Agreed



Dr. Kenrick R. Leslie
Executive Director
Caribbean Community Climate
Change Centre

Date

23/11/2015

**Cooperation programme between Italy and the Caribbean Community
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Annex 2

1. Justification

On 15 December 2004 the Ministry for the Environment, Land and Sea of the Republic of Italy and the Caribbean Community Climate Change Centre (the 5Cs) signed an agreement that launched the Centre and paved the way for the 5Cs to become a centre of excellence in the Caribbean Region for advocacy, coordination and implementation of the region response to Climate Change.

Subsequently, on May 10th 2007, the Ministry and the Governments of the Pacific Small Island Developing States launched in New York a cooperation programme to address one of the key global challenges of the next decades, namely, adaptation to climate change, protection from vulnerability to extreme climate variability, mitigation of harmful emissions generated by energy utilization and development of sustainable energy sources. In February 2008 the Government of Austria joined the Partnership; likewise the Municipality of Milan in June 2008, the Government of Luxembourg in October 2012 and the Government of Spain in September 2014. The projects are implemented under two different modalities: direct financing and financing through an implementing Agency (IUCN). At the national level, implementation is carried out by a national Agent designated for this purpose by each Government of the Pacific SIDS.

Presently, the Ministry intends to launch a cooperation programme with the CARICOM Member States that, similarly to the ongoing programme in the Pacific, addresses the development of sustainable energy sources and the commitment to mitigate harmful emissions generated by energy utilization, as well as adaptation to climate change and vulnerability to extreme climate variability and consequent disasters.

Over the years however the fundamental issue that the programmes mentioned above were/are being established to address – adaptation to climate change – has become one of the most pressing challenges that the SIDS and in general the countries with long shorelines must tackle with great urgency. No individual country however can attend to its adaptation needs on its own since so much depends on global activities: as it was recognized at the Rio+20 Summit, climate change is a global problem that requires concerted global action. The international dialogue has therefore intensified its attention on the negative and inhibiting effects that climate change has on sustainable development, on poverty alleviation, on food security and ultimately, on peace and security, particularly of vulnerable societies such as those of SIDS. The Security Council has been called time and again to address the security issue; the UN General Assembly has engaged in special events, summits and sectoral dialogues; the SIDS third international

conference held in Samoa in 2014 – whose outcome was negotiated in New York – has emphasized the interlinkages between climate change and sustainable development and the urgency of devising mechanisms for implementing the SAMOA pathway. The United Nations in New York have therefore become the center of the international discourse on environmental issues, in addition to those related to the sustainable development agenda and its financing, and all the SIDS have been and are prominent and active leaders in these endeavors.

At the same time the cooperation programme/Partnership with the Pacific SIDS has become a model for the successful implementation of cooperative initiatives for development, and is a readily available, replicable and well recognized tool for the implementation of the SAMOA pathway.

The focus of political attention on this programme – that Italy is about to replicate in the Caribbean region – has shifted heavily to New York, where virtually all SIDS are represented and extremely active in advocating and promoting an approach to sustainable development which is embodied by the programme, both in its basic tenets as in its management architecture.

Finally, the 5Cs that has been the prime motor and the interim secretariat of SIDS DOCK – the Global Sustainable Energy and Climate Resilience Initiative - which just evolved from a South-South Partnership to an intergovernmental organization vested with the full powers of the United Nations, has enhanced motivation to maintain a close relationship with the international dialogue on the implementation of Agenda 2030, and in particular Sustainable Development Goals 7 (Sustainable Energy), 13 (Climate Change), 14 (Oceans) and 15 (Terrestrial Ecosystems).

2. Monitoring capacity in New York

For the reasons elaborated in Section 1 above, the Italian Party requires that 5Cs establish in New York a programme monitoring and follow-up capacity with the purpose of providing principally the government of Italy, as well as 5Cs with:

- Up-to-date analysis of the current thinking of the international community as to ways and means for tackling the implementation of major international conferences related to limiting the negative impact of climate change on sustainable development major components;
- Recommendations regarding best practices to be utilized in the implementation of the various environmental components of the ongoing and future programmes;
- In depth analysis of shifting priorities and emerging requirements of SIDS in accordance with the evolving international approach to the SIDS major concerns;
- Recommendations as to possible restructuring of the programmes' objectives and architecture with the aim of rendering them a flexible instrument of implementation of priority national policies, responsive to emerging development demands and totally in sync with international standards and norms;
- Recommendations as to ways and means to increasing the number of participating donor parties and attracting investments in the SIDS in the energy as well as other sectors from the International Financial Institutions and wherever possible, from the private sector;
- In depth knowledge of activities and initiatives being sponsored/organized by SIDS and recommendations as to Italy's participation as well as possible sponsorship;
- Recommendations as to possible replication of the model in different Small Islands contexts;

- Improving synergies with the other existing or new initiatives.

3. Obligations of the 5Cs and the Italian Party

To this end, the 5Cs will select and conclude a contract with a consultant, in accordance with its rules and procedures for a period of 14 months starting from the signature of the contract; the consultant must have a solid experience, both substantive as well as operational, with the United Nations system, the multilateral system of cooperation for development, the Italian cooperation for development system, and the diplomatic community in New York, as well as an extensive knowledge of environmental issues and their interlinkages with sustainable development.

It is understood that the consultant selection process must be in compliance with the Article 4 of the present *Memorandum*.


Upon signature of the present Memorandum the Italian Party will make available to the 5Cs an additional seventy thousand (70,000) USD to cover the consultant fees and other costs related to the activities described in Section 2 above, according to the following schedule of disbursements:

- 14,000 USD upon signature of the MoU and against a written request of contribution, indicating banking details, by the 5Cs to the Italian Party;
- 56,000 USD by 31 March 2016 against a written request of contribution by the 5Cs to the Italian Party and after the submission of technical and certified financial Reports related to the first disbursement.

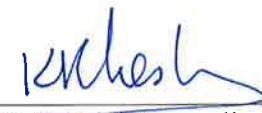
Upon completion of consultant activities under the present Memorandum the 5Cs shall submit to the Italian Party a comprehensive Final Report summarizing results achieved, together with a detailed certified Financial Report in line with the 5Cs financial regulations, rules, policies, procedures, and administrative instructions.

Agreed

Agreed



Dr. Francesco La Camera
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