



MINISTRY OF GREEN ECONOMY AND ENVIRONMENT



MINISTERO DELL'AMBIENTE  
E DELLA SICUREZZA ENERGETICA

**MEMORANDUM OF UNDERSTANDING**

**FOR**

**COOPERATION IN THE FIELD OF  
SUSTAINABLE DEVELOPMENT**

**BETWEEN**

**THE MINISTRY OF GREEN ECONOMY AND ENVIRONMENT OF THE REPUBLIC  
OF ZAMBIA**

**AND**

**THE MINISTRY OF ENVIRONMENT AND ENERGY SECURITY  
OF THE ITALIAN REPUBLIC**

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**The Ministry of Green Economy and Environment of the Republic of Zambia (MGEE) and the Ministry of Environment and Energy Security of the Italian Republic (IMEES), hereinafter individually referred to as a “Participant” and collectively as “the Participants”:**

**Taking into account** the United Nations General Assembly resolution n. A/RES/70/1 *Transforming our world: the 2030 Agenda for Sustainable Development* and its 17 Sustainable Development Goals (SDGs) as interlinked under the “Planet” pillar;

**Considering** the Sustainable Development Goal n. 17 as a platform for strengthening and revitalizing the global partnership for sustainable development by enhancing international cooperation;

**Considering** the relevance of some particular SDGs and targets which represent the priority for IMEES’ mandate (particularly, inter alia, *SDG 6, SDG 7, SDG 12, SDG 13, SDG 15, SDG 17*);

**Considering** that the Italian Republic and the Republic of Zambia are parties to the following Conventions: the Convention on Biological Diversity (CBD) done at Rio de Janeiro on 5 June 1992; the United Nations Framework Convention on Climate Change (UNFCCC), done at New York on 9 May 1992; and the United Nations Convention to Combat Desertification (UNCCD), done at Paris on 14 October 1994;

**Recalling** that the 21<sup>st</sup> UNFCCC Conference of the Parties has adopted the Paris Agreement to combat climate change, which entered into force on 4 November 2016;

**Considering** that 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, invite all parties to identify and communicate their Nationally Determined Contributions (NDC);

**Taking also into account** National Biodiversity Strategies and Action Plans (NBSAPs) developed according to Article 6 of the CBD and National Action Programmes (NAPs) developed according to Articles 9-15 of the UNCCD;

**Recognizing** that the 17 SDGs are multidimensional and closely interlinked and that the 2030 Agenda for Sustainable Development calls upon Member States and their Partners to explore connections across goals and targets by developing synergies;

**Convinced** that enhanced action and international cooperation on sustainable development is urgently required to enable and support the implementation of Agenda 2030 and the abovementioned Conventions;

**Considering** the Memorandum of Understanding on cooperation in the field of climate change vulnerability, risk assessment, adaptation and mitigation between the Participants, signed in Rome on 30 November 2018; and

**Welcoming** previous successful cooperation experiences between the Participants;

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





## Article 1

### Purpose and scope

- 1.1 This MoU aims at strengthening bilateral cooperation for sustainable development between the Participants.
- 1.2 Within the competences of the Participants, this MoU operates in accordance with the CBD, the UNFCCC and the UNCCD, as well as the following SDGs:
- to improve water resource management and to protect and restore water-related ecosystems (SDG 6);
  - to promote access to sustainable, renewable and efficient energy (SDG 7);
  - to encourage sustainable consumption and production patterns (SDG 12);
  - to strengthen and coordinate the efforts to combat global climate change and address its adverse effects (SDG 13);
  - to protect, restore and enhance sustainable use of terrestrial ecosystems, sustainably managed forests, combat desertification, land degradation and biodiversity loss (SDG 15);
  - to strengthen the means of implementation and revitalize the Global Partnership for Sustainable Development (SDG 17).
- 1.3 Within the scope and limits of this MoU, the Participants may consensually identify further objectives.

## Article 2

### Joint initiatives

- 2.1 The Participants will collaborate on the following initiatives:
- a) Development of effective mitigation and adaptation measures, by enhancing resilience to climate change and supporting the implementation, monitoring and reporting of the NDC;
  - b) Collection, analysis and dissemination of the methodology for observing and measuring the impact of climate change on potentially vulnerable sectors;
  - c) Improvement of risk assessment and disaster management;
  - d) Protection of biodiversity and reduction of environmental degradation;
  - e) Promotion of sustainable forests management;
  - f) Promotion of sustainable and integrated land uses;
  - g) Ensuring the sustainable and integrated management of water resources;
  - h) Technology transfer and capacity building in the renewable energy and energy efficiency sector;

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- i) Sustainable waste management and development of circular economy;
  - j) Development of public education and awareness campaigns on global climate change and sustainable development;
  - k) Strengthening public participation and exchange of good practices on environmental assessments.
- 2.2 Within the scope and limits of this MoU, the Participants may consensually identify further initiatives.

### **Article 3**

#### **Cooperation activities**

3.1 Cooperation will be based on principles of impartiality, equality, reciprocity and common interest.

3.2 Joint initiatives will be carried out particularly through:

- realization of joint projects and programmes;
- implementation of projects, programmes and activities, giving high consideration to the participation of public, private and non-profit sectors, also including, where appropriate, universities, scientific and technical research bodies, non-governmental organizations, as well as institutions pertaining to both Countries of the Participants;
- promotion of capacity building (e.g. on monitoring and evaluation procedures), capacity development, capacity strengthening, technology transfer and technical assistance;
- exchange of information and relevant documentation, including publications, expertise and study results;
- exchange of experts, delegation visits and trainees, also involving universities, research centres, as well as university and inter-university consortia;
- organization of joint workshops, seminars and other meetings;
- promoting the participation of the private sector and public-private partnership initiatives;
- realization of common research and development of programmes and projects.

3.3 Within the scope and limits of this MoU, the Participants may consensually identify further cooperation activities.

### **Article 4**

#### **Coordination**

4.1 In order to ensure the effective and full implementation of the provisions of this MoU, the Participants, within thirty (30) days from the signature of the present MoU, will establish a Joint Committee.





- 4.2 The Joint Committee will be composed by the delegation of representatives of IMEES and the delegation of representatives of MGEE.
- 4.3. Each Participant will nominate a Head of Delegation, who represents the respective Participant. Members of delegations may be assisted by experts.
- 4.4 The Joint Committee will provide general direction and guidance for the implementation and supervision of the cooperation activities and adopt the relevant decisions for their realization.
- 4.5 At its first meeting, to be convened within six (6) months after the signature of the present MoU, the Joint Committee will adopt:
  - (its) Rules of procedure;
  - the Guiding principles for bilateral cooperation mechanism, including the financial procedures and a monitoring system to evaluate *ex ante*, ongoing and *ex post* project's implementation, with appropriate indicators, with the aim of ensuring ownership, result-oriented approach, efficiency, transparency and accountability of the initiatives.
- 4.6 The first Joint Committee will also establish the frequency of the meetings, taking into consideration that the Joint Committee may also be organized in the form of virtual meetings.
- 4.7 The Joint Committee will also approve a Work Plan that includes projects and activities with references to SDGs and targets to which they contribute.
- 4.8 In the subsequent meetings, the Joint Committee will approve detailed activities and projects to be implemented and financed under the framework of this MoU, including project budget and schedule as well as appropriate indicators to monitor their realization; coordinate the implementation of the activities and systematically review and assess the status, progress, results achieved and lessons learned of the cooperation activities.

#### **Article 5** **Means of implementation**

- 5.1 The present MoU will not create any new or additional costs for the public finance. Any costs regarding the implementation of this MoU will be borne by the Participants within the limits of their ordinary budget availability and without any additional costs for the State budgets of the Italian Republic and the Republic of Zambia.
- 5.2 The proposals for the implementation of projects and activities, including their respective financial support, will be approved by the Joint Committee.
- 5.3 The Participants will jointly submit project proposals, approved by the Joint Committee, to International Institutions and Multilateral Organizations (inter alia the United Nations, the European Union, International Financial Institutions, the World Bank Group), in order to mobilize additional funds to support the Participants in implementing relevant commitments set under the Multilateral Environmental Agreements to which they are parties.



## **Article 6**

### **Accountability**

- 6.1 The Participants will establish a mechanism, under the provisions of the respective national laws, in order to grant transparency of expenditures, accounting and audit.
- 6.2 All financial resources allocated by IMEES to the programmes, projects and activities, developed under the provisions of this MoU, will be subject to tax exemption, if applicable, in accordance with the legislation of the Republic of Zambia or any other applicable laws.

## **Article 7**

### **Applicable law**

- 7.1 This MoU does not constitute an international agreement which may lead to rights and obligations under international law. No provision of this MoU is to be understood and performed as a legal obligation or commitment of the Participants.
- 7.2 This MoU will be implemented in accordance with the legislations of the Italian Republic and the Republic of Zambia, as well as applicable international law and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.

## **Article 8**

### **Intellectual property**

Intellectual property rights will be respected and enforced by the Participants throughout the cooperation activities implemented under this MoU, in accordance with their respective national legislations. Should any joint activity under this MoU involve intellectual property rights, the Participants will reciprocally determine, in writing and in advance, what constitutes intellectual property rights as well as their adequate and effective protection.

## **Article 9**

### **Personal Data Protection**

No information regarding a person or information enabling his/her identification will be transmitted to any third party or otherwise processed in a manner incompatible with the purposes of the present MoU without the written consent of the Participant from which such information was received.





## **Article 10**

### **Confidentiality**

All information agreed on between the Participants on confidential will be treated as such, unless a Participant gives written consent waving its claim to confidentiality in respect of particular information. The obligation to observe confidentiality will subsist notwithstanding the termination of this MoU.

## **Article 11**

### **Notice**

The Notices under this MoU will be deemed effective when delivered to the following addresses:

For the Ministry of Green Economy and Environment:

Corner of John & Nationalist Roads  
P.O Box 30147  
LUSAKA  
Email: kasiku.akakulubelwa@mgee.gov.zm

For the Ministry of the Environment and Energy Security:

Via Cristoforo Colombo, 44 – 00147  
ROMA  
Email: AEI-1@mase.gov.it

## **Article 12**

### **Final provisions**

- 12.1 The provisions of this MoU may be amended in writing by mutual consent of the Participants.
- 12.2 The present MoU takes effect on the date of signature and will remain valid for a period of five (5) years, unless one of the Participants notifies the other of its intention to terminate it at least six (6) months prior to the intended date of expiration.
- 12.3 The termination of the present MoU does not prejudice the completion of the activities already started at the date of termination, unless otherwise decided by the Participants.
- 12.4 The Participants may renew this MoU for additional periods of five (5) years, in writing by mutual consent.



12.5 Any difference in the interpretation and/or implementation of this MoU will be settled amicably through direct consultations or negotiations between the Participants.

Signed in ....., on ....., in two (2) originals in the Italian and English languages, all texts being equally authentic.

For the Ministry of Green Economy and Environment of the Republic Zambia

For the Ministry of Environment and Energy Security of the Italian Republic

Hon. Mulambo Haimbe, SC, M.P  
Minister of Foreign Affairs and International Cooperation

H.E Enrico De Agostini  
Ambassador of Italy to Zambia