

MEMORANDUM OF UNDERSTANDING

**ON COOPERATION IN THE FIELD OF
SUSTAINABLE DEVELOPMENT**

BETWEEN

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

AND

**THE MINISTRY OF THE ENVIRONMENT AND ENERGY OF
THE REPUBLIC OF COSTA RICA**

The Ministry of Environment and Energy Security of the Italian Republic (MASE) and the Ministry of the Environment and Energy of the Republic of Costa Rica (MINAE), hereinafter jointly referred to 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* adopted during the United Nations Sustainable Development Summit, 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 and improving international cooperation;

Considering the relevance of some particular SDGs and targets which represent the priority for MASE’s mandate (particularly, *inter alia*, *SDG 6*, *SDG 7*, *SDG 12*, *SDG 13*, *SDG 14*, *SDG 15*, *SDG 17*);

Considering that the Italian Republic and the Republic of Costa Rica are Parties to the following Conventions: The Convention on Biological Diversity (CBD), open for signature in Rio de Janeiro on 5th June 1992; the United Nations Framework Convention on Climate Change (UNFCCC), adopted in New York on 9th May 1992; and the United Nations Convention to Combat Desertification (UNCCD), adopted in Paris on 17th June 1994;

Recalling that, during the 21st Conference of the Parties, held on 12th December 2015, UNFCCC has adopted the Paris Agreement to combat climate change, which entered into force on 4th November 2016;

Considering that Article 4 of the Paris Agreement, and Decisions 1/CP.19, 1/CP.20 and 1/CP.21 of the UNFCCC Conference of the Parties invite all Parties to identify and communicate their Nationally Determined Contributions (NDCs)

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 the 2030 Agenda and the abovementioned Rio Conventions;

Acknowledging the Memorandum of Understanding on Cooperation in the field of climate change vulnerability, risk assessment, adaptation and mitigation signed on 27th May 2016,

between the former Italian Ministry for the Environment, Land and Sea, now MASE, and MINAE;

Considering that, in the framework of the abovementioned Memorandum of Understanding, the Participants have identified some thematic areas and corresponding initiatives of common interest that are currently under discussion;

Continuing joint efforts thus strengthening the cooperation, broadening its scope and areas of activities, renewing its means of implementation and enhancing its monitoring and reporting procedures;

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.
- 1.2 Within the competences of the Participants, this MoU mainly operates in accordance with the objectives under the following SDGs and according to the three Rio Conventions (CBD, UNCCD and UNFCCC):
 - improve water resource management and protect and restore water-related ecosystems (SDG 6),
 - promote access to sustainable, renewable and efficient energy (SDG 7),
 - encourage sustainable consumption and production patterns (SDG 12),
 - strengthen and coordinate the efforts to combat global climate change and address its adverse effects (SDG 13),
 - promote sustainable use of the oceans, seas and marine resources (SDG 14),
 - protect, restore and enhance sustainable use of terrestrial ecosystems, sustainable forest management, combat desertification, land degradation and biodiversity loss (SDG 15),
 - enhance international support for implementing effective and targeted capacity building in developing countries to support national plans to implement all sustainable development goals (SDG 17).
- 1.3 Within the scope and limits of this MoU, the Participants may consensually pinpoint further objectives.

ARTICLE 2

JOINT INITIATIVES

2.1 The Participants, in accordance with Article 1, agree 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 Nationally Determined Contributions (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 use;
- g) Integrated coastal zones management and marine pollution prevention and control;
- h) Ensure the sustainable and integrated management of water resources;
- i) Promotion of renewable energy and energy efficiency;
- j) Sustainable waste management and development of circular economy;
- k) Development of public education and awareness campaigns on global climate change and sustainable development;
- l) Strengthening public participation and exchange of good practices on environmental assessments;
- m) Strengthening of actions to promote sustainable production and consumption in accordance with existing sectoral policies.

2.2 Within the scope and limits of this MoU, the Participants may consensually undertake further initiatives, which will be regulated within the framework of this MoU.

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 programs;
- promotion of projects, programs 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 procedures, monitoring and evaluation), through education and awareness campaigns, 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, and 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 programs/projects.

3.3 Within the scope and limits of this MoU, the Participants may consensually pinpoint further activities of cooperation, which will be regulated within the framework of this Agreement.

ARTICLE 4

COORDINATION

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

4.2 The Joint Committee will be composed by the delegation of MASE and the delegation of MINAE.

4.3 Each Participant will nominate a Head of Delegation, who represents it. 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 will adopt the relevant decisions for their realization.

4.5 Over the course of its first meeting that will be convened within 6 months after the signature of the present MoU, the Joint Committee will adopt the following documents:

- Rules of Procedure of the Joint Committee;
- Guiding Principles for the Bilateral Cooperation Mechanism, including the financial procedures and a monitoring system to evaluate *ex ante*, ongoing and *ex post* project's implementation and initiatives resulting from this MoU, with appropriate indicators, with the aim to guarantee ownership, result-oriented approach, efficiency, transparency, and accountability of the initiatives.

- 4.6** The Guiding Principles for the Bilateral Cooperation Mechanism will also establish procedures for the implementation of the approved projects and initiatives still ongoing at the date of termination of the present MoU.
- 4.7** At its first meeting, the Joint Committee will establish the frequency of its meetings, taking into consideration that they may also be organized in the form of virtual meetings (e.g. Videoconferencing).
- 4.8** The Joint Committee will also approve a mid-term Work Plan that includes projects and activities with references to SDGs and targets to which they contribute.
- 4.9** In the subsequent meetings, the Joint Committee will approve detailed activities and projects, 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 from 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 subject including programmes, activities, and projects under this MoU will be borne by the Participants, in compliance with their respective national legislation, within the limits of their ordinary budget availability and without any additional costs for the State Budgets of the Italian Republic and of the Republic of Costa Rica.
- 5.2** The Participants may jointly submit project proposals, after the prior approval 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 Republic of Costa Rica in implementing relevant commitments set under the Multilateral Environmental Agreements if deemed appropriate.

ARTICLE 6

ACCOUNTABILITY

- 6.1** The Participants will establish a mechanism, under the provisions of their respective national laws, in order to guarantee transparency of expenditures, accounting, and audit.

ARTICLE 7

LAW IN FORCE

- 7.1.** This MoU will not affect rights and obligations of the Participants to Third Parties.

- 7.2** This MoU does not constitute an international agreement which may lead to rights and obligations under international law. No provision of this MoU will create any form of rights and obligations for the Participants.
- 7.3** This MoU will be implemented in accordance with the legislations of the Italian Republic and the Republic of Costa Rica, 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

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

ARTICLE 9

PERSONAL DATA PROTECTION

- 9.1** No information related to the identity of a person shall be transmitted to any third party without the written consent of the Participant from which such information was received, as long as it is in accordance with the purposes agreed in this MoU.

ARTICLE 10

FINAL PROVISIONS

- 10.1** The present MoU takes effect on the date of signature by both Participants 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.
- 10.2** The Participants may extend this MoU for additional periods of five (5) years; in writing by mutual consent.
- 10.3** The provisions of this MoU may be amended in writing by mutual consent of the Participants.
- 10.4** Any difference in the interpretation and/or implementation of this MoU will be settled amicably through direct consultation or negotiations between the Participants.

Signed in New York, United States of America, on the fifteenth day of July of 2024 in two (2) originals, each in English, Italian, and Spanish language, all texts being equally authentic. In case of divergence of interpretation, the text in English will prevail.

**FOR THE MINISTRY OF ENVIRONMENT
AND ENERGY SECURITY
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