



MINISTERO DELL'AMBIENTE  
E DELLA SICUREZZA ENERGETICA



**MEDIO AMBIENTE**

SECRETARÍA DE MEDIO AMBIENTE Y RECURSOS NATURALES

**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 ENVIRONMENT AND NATURAL RESOURCES  
OF THE UNITED MEXICAN STATES**

**The Ministry of Environment and Energy Security of the Italian Republic (MASE) and the Ministry of Environment and Natural Resources of the United Mexican States (SEMARNAT), 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* and its 17 Sustainable Development Goals (SDGs) as interlinked under the “Planet” pillar;

**Considering** the Sustainable Development Goal number 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 the MASE's and SEMARNAT's mandate (particularly, inter alia, *SDG 6, SDG 12, SDG 13, SDG 14, SDG 15, SDG 17*);

**Considering** that the Italian Republic and the United Mexican States are Parties of the following Conventions: the Convention on Biological Diversity (CBD), open for signature at Rio de Janeiro on 5<sup>th</sup> June 1992; the United Nations Framework Convention on Climate Change (UNFCCC), adopted at New York on 9<sup>th</sup> May 1992; and the United Nations Convention to Combat Desertification (UNCCD), adopted at Paris on 17<sup>th</sup> June 1994, as well as other Multilateral Environmental Agreements;

**Considering** the participation of the Italian Republic and the United Mexican States in international environmental fora;

**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<sup>th</sup> 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, Plans or Programmes (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, the CBD, the UNFCCC, the UNCCD, the Sendai Framework for Disaster Risk Reduction, as well as other Multilateral Environmental Agreements;

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

Have decided to conclude the following Memorandum of Understanding (hereinafter “MoU”):

## **Article 1**

### **Purpose and Scope**

- 1.1 This MoU aims at strengthening international cooperation for sustainable development between the Participants.
- 1.2 Within the competences of the Participants, this MoU operates in accordance with the objectives under the CBD, the UNFCCC, the UNCCD, the Sendai Framework for Disaster Risk Reduction, and the following SDGs:
- ensure the availability of water and its sustainable management and sanitation for all (SDG 6);
  - 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); and
  - 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 jointly identify further objectives.

## **Article 2**

### **Joint Initiatives**

- 2.1 The Participants, in accordance with Article 1, agree to undertake the following joint initiatives:
- a) Development of effective mitigation and adaptation measures enhancing resilience to climate change, including actions to fight climate change in the natural protected areas of interest for the United Mexican States, and supporting the development, implementation, monitoring and reporting of the Nationally Determined Contributions (NDC);
  - b) Collection, analysis and dissemination of the methodology tools for observing and measuring the impact of climate change on potentially vulnerable sectors;
  - c) Protection, restoration and sustainable management of biodiversity and addressing the causes of biodiversity loss, including actions in the natural protected areas of interest for the United Mexican States;
  - d) Promotion of sustainable forests management;



- e) Promotion of sustainable management and integrated land use;
- f) Integrated Coastal Zones Management;
- g) Hydrocarbons Marine Pollution Prevention and Control;
- h) Sustainable and integrated management of water resources;
- i) Efficient use of resources and materials, sustainable waste management and development of circular economy, in order to promote sustainable production and consumption;
- j) Development of public education and awareness campaigns on global climate change, biodiversity and land degradation and restoration, as well as on sustainable development; and
- k) Strengthening public and inclusive participation and exchange of good practices on environmental assessments.

2.2 Within the scope and limits of this MoU, the Participants may agree by mutual consent 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 programs;
- implementation 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 on both sides;
- development and/or strengthening of capacities (*e.g.* on monitoring and evaluation procedures), capacity development, capacity strengthening, technology transfer and technical assistance;
- exchange of information, relevant documentation, including publications, expertise and study results;
- exchange of experts, delegation visits and trainees, also involving universities, research centers, 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;
- promoting the collaboration between postgraduate students and technical experts of both States in specific cooperation activities and/or projects;
- realization of common research and development programs/projects.

3.3 Within the scope and limits of this MoU, the Participants may agree by mutual consent further activities of cooperation.

#### **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 the signature of the present MoU.
- 4.2 The Joint Committee will be composed by the delegation of MASE and the delegation of SEMARNAT.
- 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 adopt the relevant decisions for their realization.
- 4.5 At its first meeting, to be convened within 6 months after the signature of the present MoU, the Joint Committee will adopt:
- (its) Rules of Procedure; and
  - Guiding Principles for the Bilateral Cooperation Mechanism, including the financial procedures and a monitoring system to evaluate ex ante, ongoing and ex post projects' implementation, with appropriate indicators, with the aim to guarantee ownership, result-oriented approach, efficiency, transparency and accountability of the initiatives. 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.

At its first meeting, the Joint Committee will also:

- establish the frequency of the subsequent meetings, taking into consideration that they may also be organized in the form of virtual meetings (e.g. Videoconferencing).
  - approve a mid-term Work Plan that includes projects and activities with references to SDGs and targets to which they contribute.
- 4.6 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, under the framework of this MoU; 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 this MoU will be borne by the Participants, in conformity 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 United Mexican States.
- 5.2 The Participants will jointly submit project proposals, approved by the Joint Committee, to International Institutions, Multilateral Organizations and International Financial Institutions (inter alia the United Nations, the European Union, the World Bank Group), in order to mobilize additional funds to support the United Mexican States for implementing relevant commitments set under the Multilateral Environmental Agreements.

## **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.
- 6.2 All financial resources allocated by MASE to the programs, projects and activities, developed under the provisions of this MoU, will be exempted from taxes, in accordance with the relevant legislation of the United Mexican States or any other applicable laws.

## **Article 7**

### **Law in force**

- 7.1. This MoU will not affect or prevent rights and obligations of the Participants to Third Parties.
- 7.2. This MoU does not create or generate rights and obligations within the framework of International Law, since it does not constitute an International Treaty. No provision of this MoU is to be understood and performed as a legal obligation or commitment of the Participants.
- 7.3. This MoU will be implemented in accordance with the national legislations of the Italian Republic and the United Mexican States, 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, on the basis of this MoU, the Participants, in accordance with their respective legislations, will reciprocally determine, specify and agree, in writing and in advance, what constitutes intellectual property right as well as the adequate and effective protection of those intellectual property rights.



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## Article 9

### Final provisions

9.1 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.

9.2 The Participants may extend this MoU for additional periods of five (5) years, in writing by mutual consent.

9.3 This MoU may be amended in writing by mutual consent of the Participants.

9.4 Any difference in the interpretation and/or implementation of this MoU will be settled by common agreement of the Participants, which will work in good faith to solve said differences.

Signed in Dubai, on December 8<sup>th</sup>, 2023 in two (2) originals, in the English, Italian and Spanish language, remaining all texts equally authentic. In case of divergence of interpretation, the text in English will prevail.

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

**For the Ministry of Environment and  
Natural Resources of the United Mexican**

**States**