

**MEMORANDUM OF UNDERSTANDING**

**on**

**COOPERATION IN THE FIELD OF RENEWABLE ENERGY,  
CONSTRUCTION ENERGY EFFICIENCY AND CLIMATE CHANGE**

**between**

**THE MINISTRY FOR THE ENVIRONMENT, LAND AND SEA  
OF THE REPUBLIC OF ITALY**

**and**

**THE MINISTRY OF ENERGY AND PUBLIC UTILITIES  
OF THE REPUBLIC OF MAURITIUS**

**The Ministry for the Environment, Land and Sea of the Republic of Italy and the Ministry of Energy and Public Utilities of the Republic of Mauritius**, hereafter referred to as “the Parties”;

**RECALLING** the close fraternal relations existing between Italy and Mauritius;

**WILLING** to develop and promote the economic and scientific-technical cooperation in the fields of renewable energy, energy efficiency and climate change on both aspects of mitigation and adaptation;

**ACKNOWLEDGING** that this cooperation will represent a further contribution to the strengthening of the already existing friendly relations, based on the principles of equality and mutual benefit;

**RECALLING** that the Republic of Italy and the Republic of Mauritius are Parties to the United Nations Framework Convention on Climate Change (UNFCCC), to the Kyoto Protocol, and have signed the Paris Agreement on April 22<sup>nd</sup> 2016;

**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 including by:

(a) Holding the increase in the global average temperature to well below 2 °C above pre-industrial levels and to pursue efforts to limit the temperature increase to 1.5 °C above pre-industrial levels, recognizing that this would significantly reduce the risks and impacts of climate change;

(b) Increasing the ability to adapt to the adverse impacts of climate change and foster climate resilience and low greenhouse gas emissions development, in a manner that does not threaten food production;

(c) Making finance flows consistent with a pathway towards low greenhouse gas emissions and climate-resilient development.

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

**CONSIDERING** that projects on renewable energies provide potential opportunities to be designed and implemented under the UNFCCC Mechanisms and possibly also under the Paris Agreement cooperative mechanism, and can result in an efficient contribution to sustainable development and in the reduction of greenhouse gases emissions;

Have entered into the following Memorandum of Understanding:

### **Article 1**

#### **Objective**

In accordance with their respective national legislations, the Parties intend to promote and develop scientific, technical and economic relations in the fields of renewable energy, construction energy efficiency and climate change, on both aspects of mitigation and adaptation.

### **Article 2**

#### **Areas of cooperation**

Wishing to intensify scientific research works, accelerate development of projects, introduce new technologies and facilitate joint ventures, the Parties will encourage cooperation between relevant agencies, enterprises and other entities of the two countries which shall, inter-alia, include activities in the following areas:

- a) renewable energy technology, including but not limited to wind, solar, waste to energy, wave energy and biomass;
- b) electricity grid strengthening to accommodate intermittent supply from renewable technologies;
- c) improvement of water resources management, including rain water harvesting and desalination.
- d) development of standards for solar panels and batteries;

- e) implementation of pilot smart electricity grids;
- f) training in energy efficiency;
- g) exchange of information and experts with regards to renewable energy, construction energy efficiency and climate change, related policies, legal framework, regulation, scientific research and in other relevant fields;
- h) training programs, seminars and scientific visits;
- i) promotion of latest and new technologies in the fields of Renewable Energy and Energy Efficiency;
- j) promotion of Joint Ventures for the manufacturing of renewable energy and construction-related energy efficiency products;
- k) promotion of Public Private Partnership for development of renewable energy and construction energy efficiency related projects;
- l) implementation of pilot/schemes projects in the field of renewable energy;
- m) promotion of sustainable integrated water management, to meet the needs of the population and water use efficiency; and
- n) improvement of the wastewater treatment system, including collection, treatment and disposal.

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

### **Article 3**

#### **Activities**

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

- realization of joint projects in areas mentioned in article 2 above;
- capacity building, technology transfer and technical assistance;
- exchange of information and documents related to environment, including programs, publications, expertise and study results;
- exchange of experts and trainees, organization of delegation visits;
- organization of joint workshops, seminars and other meetings;
- promotion of private sector participation and activities to implement Public Private Partnerships;

- enhancement of cooperation with non-governmental organizations with regard to programs and initiatives in the field of environment and sustainable development;
- enhancement of public education and awareness campaigns on measures for adaptation to climate change; and
- development of fund raising capacities with regard to global climate and sustainable development.

Further activities of cooperation, within the limits of areas of cooperation under this Memorandum, will be included upon approval by the Joint Committee.

## **Article 4**

### **Coordination**

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

4.2 The Joint Committee will be composed by two (2) representatives from the Ministry for the Environment, Land and Sea of the Republic of Italy, and two (2) representatives from the Ministry of Energy and Public Utilities of the Republic of Mauritius.

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

4.4 The Ministry of Energy and Public Utilities of the Republic of Mauritius will be represented by the Senior Chief Executive and one (1) expert.

4.5 The Joint 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 Committee will adopt the following framework documents:

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

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

## **Article 5**

### **Work Plan, Projects and Activities**

5.1 Upon signature of this Memorandum of Understanding, 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, as stipulated in 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 on both sides.

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**

### **Means of implementation**

6.1 The Ministry for the Environment, Land and Sea of the Republic of Italy will co-finance the implementation of the projects and activities under this Memorandum of Understanding in an amount not exceeding € 2.000.000 (two million Euro).

6.2 The contribution from the Ministry of Energy and Public Utilities of the Republic of Mauritius will be decided at a later stage and notified to the other Signatory during the first meeting of the Joint Committee.

6.3 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 Mauritius to fulfill its commitments under the UNFCCC and its instruments.

## **Article 7**

### **Contributions**

7.1 Any costs regarding the subject matter including the programs, activities, and projects under this Memorandum of Understanding will be borne by the Parties as advised by the Joint Committee and in conformity with their respective national legislation. Such costs will be met with the available budgeted resources of the Parties and will not, in any event, create additional expenditures for the Government of Italy and the Government of the Republic of Mauritius.

7.2 The Parties will agree on the financial coverage for the activities and establish a mechanism, under the provisions of the respective national law, for granting transparency of expenditures, accounting and audit.

## **Article 8**

### **Law in force**

8.1 This Memorandum of Understanding will not affect or prevent rights and obligations of the Parties to third parties.

8.2 This Memorandum of Understanding will be implemented in conformity with international law principles, international conventions and protocols signed by the Parties, the national legislations of the the Italian Republic and of Republic of Mauritius, as well as any other obligation arising from the membership of the Republic of Italy in the European Union.

## **Article 9**

### **Final Provisions**

9.1 The present Memorandum of Understanding 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.

9.2 The provisions of this Memorandum of Understanding may be amended in writing agreement between the Parties.

9.3 Any difference in the interpretation and implementation of this Memorandum of Understanding will be solved amicably through direct consultation or negotiations between the Parties.

9.4 Termination of the present Memorandum of Understanding will have no effect on ongoing cooperation projects, and/or on initiatives already agreed upon by the Parties.

Done in Port Louis on February 12<sup>th</sup> 2018 in two (2) originals, in the English and Italian languages, all texts being equally authentic. In case of divergence of interpretation, the English text will prevail.

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

**Director General  
Francesco La Camera**

**For the Ministry of Energy and Public  
Utilities of the Republic of Mauritius**

**Senior Chief Executive  
Nirmaladevi Nababsing**

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