



**MINISTERE
DE L'ENVIRONNEMENT ET
DEVELOPPEMENT DURABLE**

MEMORANDUM OF UNDERSTANDING

for

**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 SUSTAINABLE DEVELOPMENT
OF THE DEMOCRATIC REPUBLIC OF CONGO**

The Ministry of Environment and Energy Security of the Italian Republic (IMEES) and the Ministry of Environment and Sustainable Development of the Democratic Republic of Congo (MEDD), hereinafter 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 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 14, SDG 15, SDG 17*);

Considering that the Italian Republic and the Democratic Republic of Congo 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 17 June 1994;

Recalling that the 21st 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, 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 Agenda 2030 and the abovementioned Conventions;

Considering that the Participants signed a Memorandum of Understanding on cooperation in the field of Mitigation and Adaptation to Climate Change on 17 November 2016, that expired on 16 November 2021, and currently wish to extend its scope and strengthen such cooperation;

Recalling previous successful cooperation experiences between the Participants which have led to the current Memorandum of Understanding;

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



1st Section: Purpose and scope

Article 1

The purpose of this MoU is to:

- strengthen bilateral cooperation for sustainable development;
- improve water resource management and to 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);
- protect, restoring and enhancing sustainable use of terrestrial ecosystems, sustainably managed forests, 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).

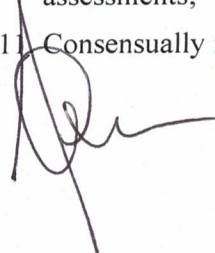
This MoU operates in accordance with the CBD, the UNFCCC and the UNCCD.

2nd Section: Joint initiatives

Article 2

The Participants by signing this MoU, are willing to establish a formal framework for bipartite collaboration with a view to undertake the following initiatives:

1. Development of effective mitigation and adaptation measures, by enhancing resilience to climate change and supporting the implementation, monitoring and reporting of the NDC;
2. Collection, analysis and dissemination of the methodology for observing and measuring the impact of climate change on potentially vulnerable sectors;
3. Improvement of risk assessment and disaster management;
4. Protection of biodiversity and reduction of environmental degradation;
5. Promotion of sustainable forests management and of sustainable and integrated land uses;
6. Ensure the sustainable and integrated management of water resources;
7. Technology transfer and capacity building in the renewable energy and energy efficiency sector;
8. Sustainable waste management and development of circular economy;
9. Development of public education and awareness campaigns on global climate change and sustainable development;
10. Strengthening public participation and exchange of good practices on environmental assessments;
11. Consensually identify further initiatives and their joint modes of implementation.



3rd Section: Cooperation activities

Article 3

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

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;
- promotion of capacity building (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 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.

Within the scope and limits of this MoU, the Participants may consensually identify further objectives.

4th Section: Coordination

Article 4

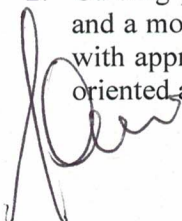
In order to ensure the effective and full implementation of the provisions of this MoU, the Participants, within 30 days from the signature of the present MoU, will establish a Joint Committee.

- The Joint Committee will be composed by the delegation of IMEES and the delegation of MEDD.
- Each Participant will nominate a Head of Delegation, who represents the Participant. Members of delegations may be assisted by experts.
- 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.

Article 5

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

1. (its) Rules of procedure;
2. 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 to ensure ownership, ensure accountability, result-oriented approach, efficiency, transparency and accountability of the initiatives.



3. 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 (e.g. Videoconferencing).
4. The Joint Committee will also approve a mid-term Working Plan that includes projects and activities with references to SDGs and targets to which they contribute.

Article 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 of the cooperation activities.

5th Section: Means of implementation

Article 7

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 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 Democratic Republic of Congo.

The proposals for the implementation of projects and activities, including their respective financial support, will be approved by the Joint Committee.

Article 8

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 Ministry of Environment and Sustainable Development in implementing relevant commitments set under the Multilateral Environmental Agreements.

6th Section: Accountability

Article 9

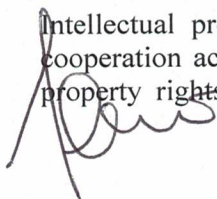
The Participants will establish a mechanism, under the provisions of the respective national laws, in order to grant transparency of expenditures, accounting and audit.

All financial resources allocated by IMEES to the programs, projects and activities, developed under the provisions of this MoU, will be subject to tax exemption, in accordance with the legislation of the Democratic Republic of Congo or any other applicable laws.

7th Section: Intellectual property

Article 10

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 in writing in advance as to what constitutes intellectual property right as well as the adequate and effective protection of those intellectual property rights.

8th Section: Confidentiality

Article 11

No Participant will transmit any confidential information that has been qualified as such and was obtained in pursuance of this MoU, to any third party without written consent of the Participant from which such information was received.

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 agreed purposes without the written consent of the Participant from which such information was received.

9th Section: Law in force

Article 12

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.

Article 13

This MoU will be implemented in accordance with the legislations of the Italian Republic and the Democratic Republic of Congo, as well as applicable international law and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.

10th Section: Final provisions

Article 14

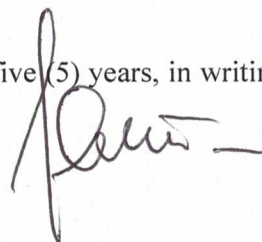
The provisions of this MoU may be amended in writing by mutual consent of the Participants.

Article 15

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.

Article 16

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

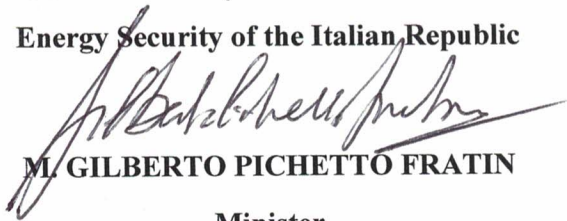


Article 17

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 New York on 23 March 2023, in three (3) originals in the English, Italian and French languages, all text being equally authentic. In case of divergence of interpretation, the English text will prevail.

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



M. GILBERTO PICHETTO FRATIN

Minister

**For the Ministry of Environment and
Sustainable Development of the
Democratic Republic of Congo**

Me EVE BAZAIBA MASUDI

Deputy Prime Minister

