





MEMORANDUM OF UNDERSTANDING

for

COOPERATION IN THE FIELD OF SUSTAINABLE DEVELOPMENT

between

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

and

THE JORDAN RENEWABLE ENERGY AND ENERGY EFFICIENCY FUND

operating under the

MINISTRY OF ENERGY AND MINERAL RESOURCES OF THE HASHEMITE KINGDOM OF JORDAN

The Ministry of Environment and Energy Security of the Italian Republic (MEES) and the Jordan Renewable Energy and Energy Efficiency Fund (JREEEF) operating under the Ministry of Energy and Mineral Resources of the Hashemite Kingdom of Jordan (MEMR), hereinafter referred to jointly as "the Participants" and individually as a "Participant",

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, which is one of the five pillars (Ps) that comprise core areas of the SDGs;

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 MEES' 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 Hashemite Kingdom of Jordan 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; 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; and

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 (NDC); and

Taking also into account National Biodiversity Strategies and Action Plans (NBSAPs), Plans or Programs developed according to Article 6 of the CBD and National Action Programs (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 UN 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;

Welcoming previous successful cooperation experiences;

Have entered into the following Memorandum of Understanding, hereinafter referred to as "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 following SDG's and the objectives under the CBD, UNCCD and UNFCCC:
 - a) to improve water resource management and to protect and restore water-related ecosystems (SDG 6);
 - b) to promote access to sustainable, renewable and efficient energy (SDG 7);
 - c) to encourage sustainable consumption and production patterns (SDG 12);
 - d) to strengthen and coordinate the efforts to combat global climate change and address its adverse effects (SDG 13);
 - e) to protect, restore and enhance sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, land degradation and biodiversity loss (SDG 15);
 - f) to 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 approve further objectives.

Article 2 Joint Initiatives

- 2.1 The Participants will collaborate on the following joint initiatives:
 - a) Implementation of effective mitigation and adaptation measures, as identified in Jordan's Nationally Determined Contributions (NDCs);
 - b) Technology transfer and capacity building in the renewable energy and energy efficiency sector, as appropriate;
 - c) Overcoming financial, regulatory and legislative barriers that may hinder the market uptake of renewable energies and energy efficiency;
 - d) Development of innovative financial measures and economic instruments for the renewable energies and energy efficiency measures.
- 2.2 Within the scope and limits of this MoU, the Participants may consensually approve further joint 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:
 - a) realization of joint projects and programmes;
 - b) implementation of projects, programs and activities, giving high consideration to the participation of public and non-profit sectors, also including universities, scientific and technical research bodies, non-governmental organizations, as well as institutions pertaining to both countries of the Participants;

- c) promotion of capacity building (e.g. on monitoring and evaluation procedures), capacity development, capacity strengthening, technology transfer and technical assistance;
- d) exchange of information and relevant documentation, including publications, expertise and study results;
- e) exchange of experts, delegation visits and trainees, also involving universities, research centers, as well as university and inter-university consortia;
- f) organization of joint workshops, seminars and other meetings;
- g) promoting the participation of the private sector and Public Private Partnership initiatives;
- h) realization of common research and development of programs and projects.
- 3.3 Within the scope and limits of this MoU, the Participants may consensually approve 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 MEES and the delegation of JREEEF.
- **4.3** Each Participant will nominate a Head of Delegation, who represents the respective Participant. Members of delegations may be assisted by experts selected by each Participant.
- **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;
 - 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 Guiding principles for bilateral cooperation mechanism will also establish procedures for the implementation of the approved projects and initiatives still ongoing at the date of expiration of the present MoU.
- 4.7 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.
- **4.8** The Joint Committee will also approve a mid-term Work Plan that includes projects and activities with reference to SDGs and targets to which they contribute.
- 4.9 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 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 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 the Hashemite Kingdom of Jordan.
- 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 their respective national laws, in order to grant transparency of expenditures, accounting and audit.
- **6.2** All financial resources allocated by MEES to the programs, projects and activities, developed under the provisions of this MoU, may be subject to tax exemption, in accordance with the legislation of the Hashemite Kingdom of Jordan 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 Italian and Jordan legislations, 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 Differences

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

Article 9 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 legislations. Should any joint activity carried out on the basis of this MoU involve intellectual property rights, the

Participant will determine, in writing and in advance what constitutes intellectual property rights as well as their adequate and effective protection.

Article 10 Personal data protection

The Participants will keep confidential the personal data received from each other under this MoU and they will not transfer them to third parties or otherwise process them in a manner incompatible with the purposes of this MoU, without the prior written consent of the Participant from which such information was received.

Article 11 Correspondences and Notices

- 11.1 The Participants will identify the respective contact points to which any correspondence, communication, notices and/or requests regarding this MoU will be sent in writing either by email/registered post.
- 11.2 Such notices will be deemed received on the date of forwarding, if sent by email, and on the date of signature upon receipt, if sent via hand or courier delivery.

Article 12

Final provisions

- 12.1 This MoU takes effect on the date of signature and it will remain valid for a period of five (5) years, unless one Participant notifies the other of its intention to terminate it six (6) months before the intended date of expiration.
- 12.2 The Participants may amend the present MoU in writing by mutual consent.

Signed in $\frac{5}{12/2023}$... in two (2) originals, in the English language, both texts being equally authentic.

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

For the Jordan Renewable Energy and Energy Efficiency Fund operating under the Ministry of Energy and Mineral Resource of the Hashemite Kingdom of Jordan

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