



**Memorandum of Understanding
on the Italy – AOSIS Fellowship Programme**

between

the Ministry of Ecological Transition of the Republic of Italy

and

**the Permanent Mission of Antigua & Barbuda to the United Nations in its capacity as
Chair of the Alliance of Small Island States (AOSIS)**

**the Ministry of Ecological Transition of the Republic of Italy (“the Ministry”) and the
Permanent Mission of Antigua & Barbuda to the United Nations as the Chair of the
Alliance of Small Island States (“the Chair of AOSIS”) hereinafter referred to as “the
Participants”;**

Considering 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 that the Sustainable Development Goal Target 17.9 of the 2030 Agenda for Sustainable Development aims to enhance international support for implementing effective and targeted capacity-building;

Recognising the need to build lasting capacity in AOSIS member governments leading to the establishment of the AOSIS Climate Change Fellowship Programme in 2014 to increase the capacity of AOSIS member countries to engage in international negotiations, diplomacy, and international and domestic policy development on climate change, environmental protection, and sustainable development;

Acknowledging that the Italian Ministry of Ecological Transition has been supporting the Alliance of Small Island States (AOSIS) Fellowship Programme since 2017;

Considering the successful experience of the previous Italy – AOSIS Fellowship Programmes;
the Participants have entered into the following Memorandum of Understanding (hereinafter “MoU”):

1. Objectives

The objectives of this MoU are the following:

1. to strengthen international cooperation between the Participants by implementing effective and targeted capacity building to increase the capacity of AOSIS member countries governments on climate change, sustainable development and oceans;

2. to support AOSIS member countries' young professionals, early-career policy experts and diplomats to effectively engage in domestic, regional and multilateral climate change, sustainable development and oceans processes;

2. General Provisions

Under this MoU, the Participants intend to collaboratively pursue the Fellowship Programme's activities as described in the Terms of Reference attached to this MoU, in particular:

2.1 the Ministry will support the Fellowship Programme of the Alliance of Small Island States (AOSIS) for the period 2022-2024;

2.2 the Chair of AOSIS will be responsible for the provision of services as specified in the "Terms of Reference of the AOSIS Fellowship Programme" appended to this MOU hereinafter referred to as "the Terms of reference";

2.3 The Chair of AOSIS will make every possible effort to ensure timely and full implementation of the Programme. Any substantial changes may be made to the "Terms of Reference" only by written consent of both Participants and upon submission of a motivated report by the Permanent Mission.

2.4 In addition, the Chair of AOSIS will, whenever its findings warrant it, report in writing to the Ministry, making recommendations, where necessary, concerning the implementation of the Programme.

2.5 The Participants will from time to time, at the request of either signatory, exchange views through their representatives with regard to the progress of the Programme and the implementation of the Programme in conformity with the anticipated schedule and Programme budget.

2.6 The Participants, by 15 December of each year, will meet to assess the results of the Programme over the previous year, including the effectiveness of the indicators. In addition, the Participants will discuss the international meetings for the subsequent year, approve the budget, and consider any consequent adjustments and modifications of the Terms of reference,

2.7 The Chair of AOSIS will cooperate in evaluations of the Programme, to be conducted or commissioned by the Ministry. The Ministry will inform the Chair of AOSIS of the results of such evaluations.

2.8 The Ministry bears no responsibility or liability vis-à-vis any third party for projects or activities administered by the Chair of AOSIS and carried out pursuant to this MoU.

2.9 The offices responsible for coordinating all matters relating to this MoU are:

For the Ministry:

For the Chair of AOSIS:

Angiolo Martinelli
Director, International Cooperation
Ministry of Ecological Transition
Italy

martinelli.angiolo@minambiente.it

Via Cristoforo Colombo, 44,
00147 Roma RM
Italy

Bryce Rudyk
Fellowship Director
Permanent Mission of Antigua &
Barbuda to the United Nations

bryce.rudyk@aosis.org

305 E 47th Street, 6th Floor
New York, NY 10017
United States of America

3. Duration of activities

3.1 The Fellowship Programme, with which the MoU is concerned, will be implemented as from 01 January 2022 and it will be completed by 31 December 2024 according to the schedule as described in the Terms of Reference attached to this MoU.

3.2 Any changes resulting from compulsory restrictions, in particular as consequence of the ongoing circumstances of COVID 19 pandemic, or other events have to be promptly communicated to the Ministry with proper information regarding potential delays which may prevent Programme's timely implementation accompanied with detailed timeline updates.

4. Budget

4.1 The Ministry's contribution to the Italy – AOSIS Fellowship Programme 2022 – 2024 will not exceed EUROS 2.571.323 according to the break down cost as described in the Terms of Reference.

4.2 The Participants will review the detailed Programme budget by 15th December of each year at the latest;

4.3 Funds payable to the Chair of AOSIS under this MoU will be transferred in installments.

- a. An installment of 60% of the total amount of the first year of the Programme's budget, as an advance payment, against a written request, upon the signing of this MOU;
- b. An installment of 40% of the total amount of the first year of the Programme's budget minus the savings from the previous contribution (60% of the first year), after receipt of a written request and a progress narrative report on the activities and a financial report on the use of the previous contribution (60% of first year), in accordance with the budget and Programme Year Plan outlined in the Terms of Reference, at the end of the second trimester;

- c. An installment of 60% of the total amount of the second year of the Programme's budget will be paid after receipt of a written request and a progress narrative report on the activities and indicators and a financial report on the use of the previous contribution (100% of first year), in accordance with the budget and Programme Year Plan outlined in the Terms of Reference, at the beginning of the first trimester;
- d. An installment of 40% of the total amount of the second year of the Programme's budget minus the savings from the previous contribution (100% of the first year + 60% of the second year), will be paid after receipt of a written request and a progress narrative report on the activities and a financial report on the use of the previous contribution (60% of second year), in accordance with the budget and Programme Year Plan outlined in the Terms of Reference, at the end of the second trimester;
- e. An installment of 60% of the total amount of the third year of the Programme's budget minus the savings from the previous contribution (100% of the second year), will be paid after receipt of a written request and a progress narrative report on the activities and indicators and a financial report on the use of the previous contribution (100% of second year), in accordance with the budget and Programme Year Plan outlined in the Terms of Reference, at the beginning of the first trimester; and
- f. An installment of 40% of the total amount of the third year of the Programme's budget minus the savings from the previous contribution (60% of the third year), will be paid after receipt of a written request and a progress narrative report on the activities and a financial report on the use of the previous contribution (60% of third year), in accordance with the budget and Programme Year Plan outlined in the Terms of Reference, at the end of the second trimester.

4.3 Within 30 days from the end of the Programme, the Chair of AOSIS will submit to the Ministry a final narrative report and financial report that should explain how the contribution has been spent and which outputs have been achieved, including a qualitative and quantitative assessment of the Programme through the indicators identified in the Terms of reference.

4.4 The Ministry's contribution will be paid in Euros into the dedicated bank account indicated in this MOU and confirmed through the first request of the contribution. Any interest accrued from temporary credit balances of Programme funds and/or funds remaining due to fluctuations in the exchange rate or any other final savings will be used to supplement the Programme funds, in consultation with the Ministry, or returned to the Ministry upon request.

4.5 The Chair of AOSIS will administer and account for the funds in accordance with its financial regulations and other applicable rules, procedures and practices and will keep separate records and accounts for the Programme.

4.6 The Ministry may have a financial audit of the Programme carried out by an independent auditor acceptable to both the Ministry and the Chair of AOSIS.

4.7 The Ministry may halt payment or demand repayment of all or part of the funds transferred if contractual and/or reporting and accounting duties are not met, or if it emerges, either from the reports referred to above or from some other source, that the funds are not being used or have not been used for the implementation of the Programme as approved, or if alternative funding proves to have been obtained (either wholly or in part), thus giving rise to double financing.

4.8 The Chair of AOSIS will require that its staff and consultants deployed on projects or programmes financed by the Ministry will not offer to third parties or seek or accept from or be promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice.

4.9 If the Chair of AOSIS, other than through any fault of its own, has been able to implement only part of the Programme, the Ministry could make a fair pro rata contribution for the part of the work which has been completed, upon submission of a narrative and financial report on the activities and costs already implemented/borne.

5. Law in force

5.1 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.

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

6. Final provisions

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

6.2 The Terms of Reference forms an integral part of this MoU.

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

6.4 The present MoU takes effect on the date of signature, will remain valid until 29th February 2025, notwithstanding the transition of the Chair of AOSIS on 1 January 2023.

Signed in duplicate in the English language.

For the Ministry



Name:
Director General Oliviero Montanaro
Directorate General for Sustainable Growth
And Quality of Development

Date: 28 October 2021

For the Chair of AOSIS



Name:
HE Dr. Walton Webson
Ambassador & Permanent Representative of
Antigua & Barbuda to the United Nations –
Chair of AOSIS

Date: 21 October 2021

Bank Details:

Account Name: Permanent Mission of Antigua & Barbuda – AOSIS Chair
Account Number: 20004430102
Account Address: 305 E 47th Street, New York, NY, 10017, USA
Account Currency: USD

Bank: United Nations Federal Credit Union (UNFCU)
Bank ABA/Routing: 226078609
Bank Address: Court Square Place, 24-01 44th Road
Long Island City, NY 11101, US