

MEMORANDUM OF UNDERSTANDING

on

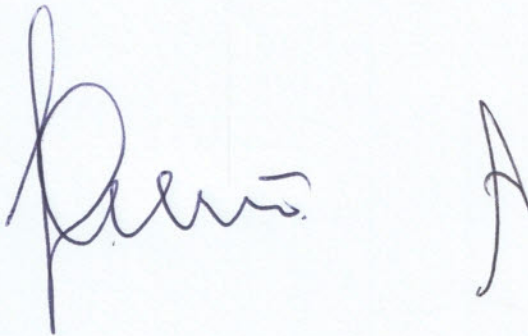
**COOPERATION IN THE FIELD OF
SUSTAINABLE DEVELOPMENT**

between

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

and

**THE MINISTRY OF THE ENVIRONMENT
OF THE REPUBLIC OF PERU**



The Ministry of the Environment and Energy Security of the Italian Republic (MASE) and the Ministry of the Environment of the Republic of Peru (MINAM), hereinafter referred to individually as a “Participant” and collectively 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 SDG n. 17 as a platform for strengthening the means of implementation and revitalize the global partnership for sustainable development by enhancing international cooperation;

Considering the relevance of some particular SDGs, (particularly, *inter alia*, *SDG 6, SDG 7, SDG 12, SDG 13, SDG 14, SDG 15, SDG 17*) and targets which represent the priority for MASE mandate;

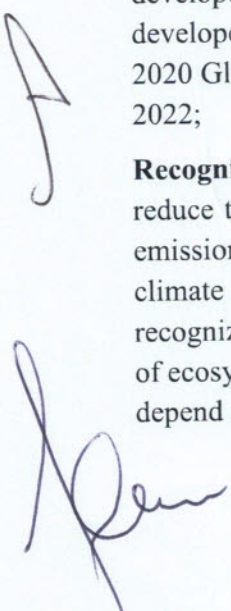
Considering that the Italian Republic and the Republic of Peru are Parties to the following international agreements: the Convention on Biological Diversity (CBD), done at Rio de Janeiro on 5th June 1992; the United Nations Framework Convention on Climate Change (UNFCCC), done at New York on 9th May 1992; and the United Nations Convention to Combat Desertification (UNCCD), done at Paris on 17th June 1994;

Recalling that the 21st UNFCCC Conference of the Parties, held on 12th December 2015, has adopted the Paris Agreement to combat climate change, which entered into force on 4th 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 and Action Plans (NBSAPs) developed according to Article 6 of the CBD and National Action Programmes (NAPs) developed according to Articles 9-15 of the UNCCD; as well as the adoption of the Post-2020 Global Biological Diversity Framework (Post-2020 GBF) approved on 19th December 2022;

Recognizing that escalating destruction, degradation and fragmentation of ecosystems would reduce the capacity of ecosystems to store carbon and lead to increases in greenhouse gas emissions, reduce the resilience and stability of ecosystems, and make the triple global crisis: climate change, pollution and the loss of biodiversity, ever more challenging. Likewise, recognizing that such activities that threaten biological diversity would reduce the capacity of ecosystems to provide goods and services, affecting the well-being of the populations that depend on them;



Recognizing the need to identify regions, ecosystems and components of biodiversity that are or will become vulnerable to climate change at a geographic scale and assess the current and future risks and impacts on biodiversity and biodiversity-based livelihoods, considering the use of biodiversity models and scenarios in a climate change context, as appropriate, contribute to climate change adaptation and disaster risk reduction;

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, benefiting articulation, integration and complementarity in its application;

Convinced that enhanced action and international cooperation on sustainable development is urgently required to enable and support the implementation of the 2030 Agenda and the abovementioned Conventions;

Acknowledging the Memorandum of Understanding on Cooperation in the field of climate change vulnerability, risk assessment, adaptation and mitigation between the former Ministry of the Environment, Land and Sea of the Italian Republic (IMELS), now Ministry of the Environment and Energy Security (MASE) and the Ministry of the Environment of the Republic of Peru (MINAM), signed on 18th July 2016;



Considering that, within the framework of the abovementioned Memorandum, the Participants approved a project on 12th December 2018 which is still under implementation;

Willing to continue such cooperation, broadening its scope and areas of activities, renewing its means of implementation and improving its monitoring and reporting procedures;

The Participants are willing to enter into this Memorandum of Understanding (hereinafter "MoU"), to express their intention to cooperate as follows:

Point 1

Purpose and Scope

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- 1.1 This MoU aims at strengthening bilateral cooperation among the Participants to establish mechanisms for joint work, within the framework of the SDGs, and in accordance with their competencies.
 - 1.2 This MoU operates in accordance with the objectives under the CBD, the UNFCCC and the UNCCD and the following SDGs:
 - Ensure availability and sustainable management of water and sanitation for all (SDG 6);
 - Ensure access to affordable, reliable, sustainable and modern energy (SDG 7);
 - Encourage sustainable consumption and production patterns (SDG 12);
 - Take urgent action to combat climate change and its impacts (SDG 13);
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- Conserve and sustainably use the oceans, seas and marine resources for sustainable development (SDG 14);
- Manage forests sustainably, combat desertification, halting and reversing land degradation, halting biodiversity loss (SDG 15);
- Strengthen the Global Partnership for Sustainable Development (SDG 17).

1.3 The Participants may approve by mutual agreement other objectives that reflect the common interest.

Point 2

Joint Initiatives

2.1 The Participants will undertake the following joint initiatives:

- a) Development of effective mitigation and adaptation measures, by enhancing resilience to climate change and supporting the implementation, monitoring and reporting of the NDC;
- b) Collection, analysis and dissemination of the methodology for observing and measuring the impact of climate change on potentially vulnerable sectors;
- c) Improvement of risk assessment and disaster management, in a climate change context;
- d) Development of activities that promote the conservation and sustainable use of biodiversity and reduction of ecosystem degradation and fragmentation through restoration, preferably ecological, and recovery of ecosystems; as well as reduction of environmental degradation, emphasising reduction of Greenhouse Gases (GHG) emission from deforestation and degradation;
- e) Promotion of sustainable forests management, forest conservation and integrated management of land use and land use change, in order to achieve NDC's goals and reduce main drivers that impact into biodiversity;
- f) Promotion of nature-based solutions, considering a biodiversity characterization of soils and reduction of pesticides use, agroecological practices;
- g) Promotion of ecosystem restoration and sustainable management post-restoration; in order to ensure the provision of ecosystem goods and services, as well as their contribution to climate action;
- h) Support to soil biodiversity conservation, including activities to monitoring soil biodiversity, maintaining or enhancing soil organic matter levels; avoiding pesticides use in agricultural systems; as well as promoting the use of nitrogen-fixing legumes species, and applying restoration to recover the biodiversity of wild flora and fauna, and agroforestry and crop rotation practices;

- i) Ensure integrated coastal zones management, marine pollution prevention, reduction and control, in order to achieve NDC's goals and reduce main drivers that impact into biodiversity;
 - j) Ensure the sustainable and integrated management of water resources, in order to achieve NDC's goals;
 - k) Promotion of renewable energy and energy efficiency, in order to achieve NDC's goals;
 - l) Integrated and sustainable management of municipal and non-municipal solid waste based on the circular economy and reducing plastic pollution.
- 2.2 The Participants may identify by mutual agreement further initiatives.

Point 3

Cooperation Activities

- 3.1 Cooperation will be based on principles of impartiality, equality, reciprocity and common interest, which will be carried out through joint initiatives, particularly through:
- Realization of joint activities, projects and programs;
 - Promotion 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 and development (e.g., on monitoring), technology transfer and technical assistance;
 - Exchange of information and 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.
- 3.2 The Participants may identify by mutual consent further activities of cooperation.

Point 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 business days from the signature of the present MoU.
- 4.2 The Joint Committee will be composed by the delegation from MASE and the delegation from MINAM, which may be assisted by experts.
- 4.3 Each Participant will nominate a Head of Delegation or Focal Point, who represents it.
- 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 the following documents:
 - (its) Rules of Procedure;
 - Guiding Principles for the 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, and with result-oriented approach, efficiency, transparency, and accountability of the initiatives.
- 4.6 The Guiding Principles for the Bilateral Cooperation Mechanism will establish procedures for the implementation of the approved initiatives resulting from this MoU and/or still ongoing at the date of termination of the present MoU.
- 4.7 The Joint Committee will approve detailed joint initiatives including project budget and schedule as well as appropriate indicators to monitor their realization under the framework of this MoU; it will coordinate the implementation of the activities, projects or programs and systematically review and assess the status, progress, results achieved, and lessons learned from the cooperation activities.
- 4.8 The Joint Committee will also approve the Work Plan that includes activities, projects and programs with references to SDGs and targets to which they contribute.

Point 5

Means of implementation

- 5.1 The present MoU will not create any new or additional costs for the Participants. The economic resources required for the implementation of the joint initiatives within the framework of this MoU will be covered by the sources of financing of each of the Participants as appropriate, subject to budgetary availability or fund capacity to be managed for this purpose, or by sources of national and international cooperation,

without any additional cost for the state budget of the Italian Republic and the Peruvian Republic.

- 5.2 The Participants will jointly submit initiatives 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, the Inter-American Development Bank, among others), in order to mobilize additional funds to support the Republic of Peru in implementing initiatives set under this MoU.

Point 6

Accountability

- 6.1 The Participants will establish a mechanism, to guarantee the transparency of expenditures, accounting and auditing of the initiatives in the framework of this MoU, in accordance with the provisions of their respective national laws.

Point 7

Law in force

- 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 national legislations of the Italian Republic and the Republic of Peru, as well as applicable international law and, as for the MASE, the obligations arising from Italy's membership of the European Union.
- 7.3 This MoU will not affect or prevent rights and obligations of the Participants to Third Parties.

Point 8

Intellectual property

- 8.1 Intellectual property rights will be respected and enforced by the Participants throughout the cooperation activities implemented under this MoU. In the case that any joint initiative involves intellectual property rights on the basis of this MoU, the Participants, in accordance with their respective legislations, will reciprocally determine and 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.

Point 9

Personal data protection

9.1 No information regarding a person enabling his/her identification or information obtained in pursuance of this MoU, will be transmitted to any third parties or processed in a manner inconsistent with the agreed-purposes, without the written consent of the Participant from which such information was received.

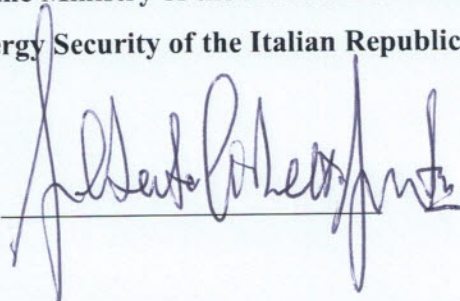

Point 10

Final provisions

- 10.1 The present MoU takes effect on the date of signature by the Participants and will remain valid for a period of five (5) years.
- 10.2 The Participants may amend and/or extend the validity of this MoU in writing and by mutual consent;
- 10.3 Each Participant may notify the other of its intention to terminate the present MoU at least six (6) months prior to the intended date of expiration.
- 10.4 The cessation of this MoU will not affect any cooperative activity under this MoU, which is in progress at the time of cessation, unless the Participants jointly decide otherwise in writing.
- 10.5 Any reference to this MoU will include its annexes and amendments, in accordance with the terms of this MoU. Any Annex will be subject to the provisions of this MoU and in the event of any inconsistency between an Annex and this MoU, this MoU will prevail.
- 10.6 Any difference in the interpretation and/or implementation of this MoU will be settled amicably through direct consultation or negotiations between the Participants.

Signed in Dubai, on December 11th, 2023, in two (2) originals, in the Italian, Spanish and English languages, all texts being equally valid. In case of divergence, the text in English will prevail.

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



**For the Ministry of the Environment
of the Republic of Peru**

