

MEMORANDUM OF UNDERSTANDING

on

**COOPERATION IN THE FIELD OF CLIMATE CHANGE
VULNERABILITY, RISK ASSESSMENT, ADAPTATION AND
MITIGATION**

between

**THE MINISTRY FOR THE ENVIRONMENT, LAND AND SEA
OF THE ITALIAN REPUBLIC (IMELS)**

and

THE LAKE CHAD BASIN COMMISSION (LCBC)

The Ministry for the Environment, Land and Sea of the Italian Republic (IMELS), and the Lake Chad Basin Commission (LCBC), hereinafter referred to as “the Parties”;

TAKING INTO ACCOUNT that enhanced action and international cooperation on adaptation is urgently required to enable and support the implementation of adaptation actions aimed at reducing vulnerability and building resilience in developing countries, taking into account the urgent and immediate needs of those developing countries that are particularly vulnerable;

CONSIDERING that the crises affecting Lake Chad is gravely affecting the riverine population, causing severe humanitarian consequences in the territory of the member States of the Lake Chad Basin Commission and contributing to massive migrating phenomena and insecurity in the area;

CONSIDERING that the development of irrigated agriculture, animal husbandry and fishery in the Lake Chad basin is fundamental for the livelihood of the population of the area;

CONSIDERING that the safeguard of the Lake Chad water body is crucial for the conservation of the ecosystems and the struggle against desertification in the Sahel area:

CONSIDERING that projects on renewable energies provide potential opportunities to be designed and implemented, and can result in an efficient contribution to sustainable development and in the reduction of greenhouse gases emissions;

CONSIDERING that the enhancement of inland navigation is capable of giving a strong contribution to the development of African secluded regions while producing limited greenhouse gas emissions;

UNDERLINING that during the International Summit on Water and Climate organized by the Italian Ministry of Environment, Land and Sea in Rome, in October, 2017, the lake Chad crisis has been widely discussed and in his address to the Participants, the Italian Prime Minister has ensured the Italian commitment and support for a solution of the lake Chad problem;

RECALLING that the International Conference on Lake Chad held in Abuja in February 2018, at the presence of the Heads of State of the LCBC Member States has approved a Road Map affirming, *inter alia*, that Inter-basin water transfer is not an option, but a necessity and that the Transaqua Project which would take water from the right tributaries of River Congo, is the preferred feasible option,

Have entered into the following Memorandum of Understanding:

Article 1

Objective

The overall objective of the Memorandum of Understanding (MoU) is to contribute to the creation of a framework through which to strengthen and coordinate the efforts to combat global climate change and address its adverse effects in the Sahel region and in particular in the lake Chad basin.

Article 2

Areas of co-operation

The specific purpose of this Memorandum of Understanding is to coordinate and carry out a Feasibility Study for the water transfer from the Ubangi-Congo basin to the Lake Chad basin. Namely:

(i) to assess, at feasibility level, the technical possibility of transferring water resources from the Ubangi-Congo basin to the lake Chad; (ii) to examine the additional outcomes of the project, especially in terms of renewable power production and inland navigation; (iii) to identify the issues to be dealt with to ascertain the environmental, social and economic impacts directly or indirectly possibly caused by the implementation of the water transfer, and the relevant remedial and mitigation measures; (iv) to carry out a preliminary cost estimate of the project implementation phasing; (v) to provide the required project justification, including evaluation of alternatives and identification of risks.

Article 3

Activities

A Feasibility Study will determine the viability of the activities described in Article 2. Such work will be entrusted to one or more companies with relevant expertise while ensuring the respect of the principles of economy, efficiency, transparency, free concurrence, non-discrimination and proportionality.

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 Italian Republic, and two (2) representatives from the Lake Chad Basin Commission.

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 Lake Chad Basin Commission will be represented by the Executive Secretary and one (1) expert.

4.5 The Joint Committee will provide general direction and guidance for the co-operation activities, approve the Terms of Reference and 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.*

4.7 In the subsequent meetings, the Joint Committee will:

- approve detailed Terms of Reference (ToR) for the feasibility study under the framework of this Memorandum of Understanding;
- approve the selection of the feasibility study developer(s);
- approve the work plan for the feasibility study;
- coordinate the implementation of the activities in the areas specified in Article 2;

4.8 The Joint Committee will meet within three (3) months after the signature of the present Memorandum of Understanding.

Article 5

Work plan and activities

5.1 Upon signature of this Memorandum of Understanding, the LCBC will define the ToR to conduct the Feasibility Study by entrusting such work to one or more companies (feasibility study developer) with relevant expertise to be selected through a public selection process . The ToR will be approved by the Joint Committee, as stipulated in Article 4.7.

5.2 The selection process of the feasibility study developer(s) will be conducted by the LCBC with respect for the principles of transparency, free concurrence, non-discrimination and proportionality. The selected feasibility study developer(s) name(s) will be submitted to the Joint Committee for approval, as stipulated in Article 4.7.

5.3 The appointed feasibility study developer(s) will prepare a Work Plan, to be submitted to the Joint Committee for approval, as stipulated in Article 4.7.

5.4 Taking into account the legal framework of each of the Parties, the implementation of 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 Italian Republic will provide a contribution not exceeding € 1,500,000 (one million five hundred thousand Euro) for the co-funding of the feasibility study.

6.2 The contribution from the Lake Chad Basin Commission will be decided at a later stage and notified to the Italian Party 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.)

Article 7

Contributions

7.1 Any cost 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, as for the Italian Party, its national legislation and, as for the LCBC, its internal rules of procedure. Such costs will be met with the available budget resources of the Parties and will not, in any event, create additional expenditures for the Government of the Italian Republic and the LCBC.

Article 8

Law in force

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

8.2 This Memorandum of Understanding will be implemented in conformity with international law, the Italian legislation, as well as any other obligation arising from the membership of the Italian Republic 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 two (2) years, unless one of the Parties notifies the other in writing, at least three (3) months in advance, of its intention to terminate it.

9.2 The provisions of this Memorandum of Understanding may be amended in writing by mutual consent of the Parties.

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

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

Done at Rome, on 16 October 2018, in two (2) originals, in the English and Italian languages, all texts being authentic. In case of divergence of interpretation, the text in English will prevail.

**For the Ministry for the Environment, Land
and Sea of the Italian Republic**
Director General
Francesco La Camera

For the Lake Chad Basin Commission
Executive Secretary
Mamman Nuhu
