



MINISTERO DELL'AMBIENTE
E DELLA TUTELA DEL TERRITORIO E DEL MARE



 **Federparchi**

FEDERAZIONE ITALIANA PARCHI E SICILVANI NATURALI



MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding (hereinafter referred to as MoU) is concluded between:

The Italian Ministry of Environment, Land and Sea hereinafter referred to as MoE
Via Cristoforo Colombo 44, 00147 Rome - Italy

Represented by the Director General, Directorate General for Nature and Sea Protection
Mr. Renato Grimaldi;

Italian Federation of Parks and Natural Reserves hereinafter referred to as Federparchi
Via Nazionale, 230 – 00184 Rome – Italy

Represented by its Director Mr. Giampiero Sammuri;

of the one part

and

IUCN-Centre for Mediterranean Cooperation – hereinafter referred to as IUCN Med
C/Marie Curie n° 22 (PTA)
29590 Campanillas (Málaga)
SPAIN

Represented by its Director Mr Antonio Troya,

of the other part,

herein referred to jointly and severally as the "Parties" and "Party", as the context may reasonably indicate or require.

Under the terms of this MoU, it is hereby agreed the following:

Preamble

Whereas the Italian Ministry of Environment, through its general directorates, has the responsibility of applying the policies of the Government on Biodiversity issues and is the IUCN national authority.

Whereas the mission of IUCN Med is to influence, encourage and assist societies at Mediterranean level to conserve the integrity and diversity of nature and to ensure that any use of natural resources is

equitable and ecologically sustainable and to improve the cooperation within the countries of the Mediterranean.

Whereas Federparchi is an IUCN member and acts also as the operative office of the IUCN Italian committee.

Whereas Federparchi is in charge for the activities of the IUCN Italian committee as stated in the agreement signed 31/10/2012 between Federparchi and MoE

Whereas the Parties have engaged in substantial and successful cooperation activities pursuant to general and specific memoranda of understanding involving various programmes and offices, addressing issues such the organization of a Mediterranean IUCN members meeting in Naples in 2004, the promotion of a resolution at Bangkok IUCN World Congress on Biodiversity an Maritime Traffic, the organization of CBD Open-ended working group on protected areas in June 2005, the agreement to the initiative Countdown 2010. A working programme between the IUCN Med and MoE was in place in 2007 covering components going from the support in the creation of Marine and Costal protected areas, the evaluation of the effects of maritime traffic, the creation of the Mediterranean Mountain partnership and assistance to EU Accession countries. IUCN Med and Federparchi, furthermore, cooperate in different projects and activities.

Now therefore the Parties, agree as follows:

A. Objective

The objective of this MoU is to identify projects and activities for joint implementation from time to time through specific agreements ("Action plans") towards the achievement of mutually shared objectives in the areas of conservation and sustainable development.

B. Principles of Collaboration

1. Complementarity and reciprocal support

The Parties, , will support each other in working toward the achievement of the Objective and the fulfillment of their respective missions, by building on elements of their respective programs and by pursuing effectiveness while avoiding unnecessary duplication of effort.

2. Mutual benefit

The specific projects and activities on which the Parties will collaborate under this MoU and through related Action Plans will be selected, agreed and carried out so as to achieve the Objective and to bring a clear benefit to both Parties and their respective constituents.

3. Responsibility and funding for collaboration projects and activities

Federparchi will be fully responsible, under the MoE supervision, for all the Italian funding and collaboration activities that will be carry out within this MoU and its Action Plans.

The collaborative projects and activities will be undertaken with a clear, mutual understanding of the work and the responsibilities to be carried out by each Party, and of the ways and means of funding each such project or activity. To that end, the specific details in respect of (a) the work and responsibilities of each Party in terms of operational, performance and administrative tasks, (b) the agreed deliverables to be produced by each Party, and (c) the source, allocation, control and use of all necessary funding shall be set forth clearly in the relevant Action Plans.




4. Mutual recognition

Public statements and publications by either Party regarding activities undertaken jointly pursuant to this MoU will expressly acknowledge the cooperative relationship between the Parties. Additionally, where either Party intends to use, in publications in any medium, substantial data and/or information (collectively "Materials") obtained by the other Party, the Party intending to use the materials will:

- a. Give the other Party
 - reasonable advance notice of such intended use, and
 - the opportunity to edit or otherwise amend the Materials, or to object to and prevent the intended use thereof, provided that any such objection shall be based on reasonable grounds;
- b. Include with the Materials, in a clearly legible font and conspicuous location in the medium, an acknowledgment or source reference to the other Party.

C. **Areas and Activities of Collaboration**

1. This MoU is intended to provide the Parties with a general framework and a guiding tool in identifying and carrying out specific collaborative projects and activities. Specific areas of collaboration, activities and projects will be identified on the basis of geographic, programmatic and/or other relevant criteria and will be agreed in one or more Action plans, on a yearly basis.
2. Potential areas of collaboration include, but are not limited to, the following:
 - a. marine and terrestrial protected areas:
 - *management improvements, evaluation of the quality of the areas, artisanal fisheries, governance, ecotourism, Green List;*
 - b. species and ecosystems evaluation:
 - *invasive species, Red Lists of Mediterranean species, Red List of ecosystems, ecosystem services;*
 - c. cooperation
 - *North-South cooperation, Marine Strategy, MaB,*
 - d. communication and dissemination
 - *all the activities developed under this framework will be promoted by the involved institutions through their communication channels (i.e. press release, e-bulletins, web-site, newsletter...)*

D. **Modalities of Performance**

1. In order to ensure the harmonious implementation of the Parties' collaboration, and the successful achievement of the Objective of this MoU, the Parties undertake actively to support each other in the performance of agreed tasks/activities and to take all reasonable steps to make the most effective use of the collaboration hereunder in furtherance of their respective missions.

2. Taking into account the preceding paragraph 1, the Parties agree to the following practical steps:
- a. A steering committee at the senior management level will be put in place between the three subjects.
 - b. The steering committee will meet once per year (the "Annual Meeting"), with the date and details to be agreed by the Parties in each instance.
 - c. The Annual Meeting is intended to provide the Parties with the opportunity to define the Action plan for the year review their collaborative relationship and possibly to extend its scope, to share information, evaluate past and ongoing joint activities, and discuss new areas and activities for further potential collaboration.
 - d. Each Party will nominate and notify to the other Party a number of representatives who will serve as focal points dedicated specifically to coordinating
 - i. the overall collaboration under this MoU, and
 - ii. the specific activities undertaken pursuant to the Action Plan stipulated by the Parties.
 - e. Each Party will ensure that any changes made to the list of its focal points will be communicated promptly to the other Party.

E. Miscellaneous Provisions

1. Action Plans

- a. Collaboration activities to be carried out pursuant to any Action Plans will be:
 - i. Subject to the availability of funds and resources;
 - ii. Approved by the appropriate administrative authorities of each Party;
 - iii. Undertaken in accordance with the Parties' respective established policies and procedures.
- b. The Parties' performance of Action Plans shall be subject to and in accordance with the terms and conditions provided for in each such Action Plan.

2. Financial Provisions

Financial, administrative and reporting provisions relating to any collaboration activities between the Parties shall be expressly agreed in the relevant Action Plans.

3. Dispute Resolution

Any dispute arising out of or in connection with this MoU will be settled by amicable negotiation between the Parties. Should the Parties be unable to negotiate an amicable settlement, the dispute shall be submitted to conciliation following procedures to be agreed by the Parties.

4. Representation

Neither Party shall have the authority to incur any liability or make any commitment on behalf of the other Party *vis à vis* any third party, contractually or otherwise, without the other Party's advance express written consent.



5. Privileges and Immunities

Nothing in or relating to this MoU shall be deemed a waiver of any of the privileges and immunities that IUCN Med enjoys pursuant to any bilateral host country agreement to which it is a party.

6. Amendment

This MoU may be amended only by a writing signed by both Parties.

7. Term and Termination

This MoU shall become effective on the date of signature by both Parties, and shall remain in effect indefinitely until and unless terminated by either Party. Either Party may terminate this MoU by giving the other Party two (2) months' advance written notice of termination. It is understood that any such termination shall have no effect on any Action Plan then in force between the Parties, and that the performance of such Action Plan shall be subject to their own terms and conditions.

8. Non-enforceability

This MoU is a non-binding statement of the Parties' mutual understanding of their proposed collaboration framework. The MoU is not intended to create any legally enforceable rights or obligations in respect of either Party, including any obligation on their part to enter into any Action Plan.

In witness whereof, the undersigned, being duly authorized to do so, have executed this MoU in the English language in three (3) counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

**IUCN Mediterranean Cooperation Centre
of the International Union for
Conservation of Nature**

Signed: _____

Mr. Antonio Troya

Date: _____

**Italian Ministry of Environment, Land and
Sea**

Signed: _____

Mr. Renato Grimaldi

Date: _____

03 MAR. 2014

**Italian Federation of Natural Parks
Federparchi Europarc Italia**

Signed: _____

Mr. Giampiero Sammuri

Date: _____



MINISTERO DELL'AMBIENTE
E DELLA TUTELA DEL TERRITORIO E DEL MARE



 **Federparchi**

FEDERAZIONE ITALIANA PARCHI E RISERVE NATURALI



Supplemental Agreement (hereinafter referred to as **Action Plan) is concluded between:**

The Italian Ministry of Environment, Land and Sea hereinafter referred to as MoE
Via Cristoforo Colombo 44, 00147 Rome – Italy

Represented by the Director General, Directorate General for Nature and Sea Protection, Mr. Renato Grimaldi;

Italian Federation of Parks and Natural Reserves Europarc Italia hereinafter referred to as Federparchi
Via Nazionale, 230 – 00184 Rome - Italy

Represented by its President Mr. Giampiero Sammuri;

of the one part

and

IUCN- Mediterranean Cooperation Centre – hereinafter referred to as IUCN Med
C/Marie Curie n° 22 (PTA) 29590 Campanillas (Málaga) - Spain

Represented by its Director Mr. Antonio Troya,

of the other part

I. INTRODUCTION

This Action Plan is redacted under the framework of the Memorandum of Understanding signed between MoE, IUCN Med and Federparchi, and complies with the statement defined in the point D.2.c of the same document, where:

“The Annual Meeting is intended to provide the Parties with the opportunity to define the Action plan for the year review their collaborative relationship and possibly to extend its scope, to share information, evaluate past and ongoing joint activities, and discuss new areas and activities for further potential collaboration.”

This document responds to all the conditions stated in the MoU referring to “Action Plan”.

II. OBJECT OF THE ACTION PLAN

This Action Plan defines the activities to be developed by each of the partners on a yearly basis focusing on the priorities of collaboration defined by the three partners during the Annual meeting of the Steering committee as stated in the MoU.

III. ACTIVITIES

a. Participation in the Green List Initiative

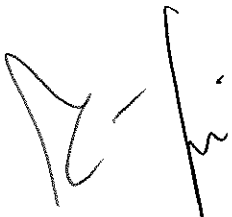
- i. Meetings with IUCN PA's programme to define the final chronogram (organized through conference call).
- ii. Identification and establishment of a reference group of PA experts in Italy.
- iii. Develop Italian context and criteria for global standards.
- iv. Technical – application of draft global standards to parks in Italy (National Parks and Natura 2000 sites) and comparison of methodology and results with other European experiences.
- v. Define assessment tools that build on existing methodologies and processes in Parks in Italy.
- vi. Coordination with other countries and parties involved in the Green List Initiative.
- vii. Prepare a final report.
- viii. Prepare results presentations in global IUCN Green List meetings (WPC).

b. Activities on Alien and Invasive Species

- i. Translation and adaptation of a publication on alien species in the Mediterranean context, which will be published in pdf version on the institutional web sites (IUCN, MoE, Federparchi).
- ii. Design and print a poster of alien species, a printable version will be published in different formats on the institutional web sites (IUCN, MoE, Federparchi).
- iii. Collection of records on the presence of various alien species and inclusion in existing data bases (DAISIE and alien marine species data base).

c. Activities on Ecosystem Services in MPAs

- i. Inventory of experiences related to sustainable fisheries in MPAs in the Mediterranean context.
- ii. Involvement of MPAs for the promotion of good practices in MPAs management.
- iii. Quantitative analysis of sustainable fisheries conducted in MPAs Italian.
- iv. Publication and updating of a specific web page on the institutional web sites (MoE, Federparchi).



Outcomes

a.

Final report of activities

Contributions (paper or presentation) to be presented to the World Park Congress (Sidney; 2014 November 12-19).

b.

Italian version of the adapted publication on alien species in the Mediterranean context, (electronic format, not printed).

Uploading of the publication on the institutional web sites (IUCN, MoE, Federparchi).

c.

Creation of a specific webpage on the www.Parks.it website.

IV. ADMINISTRATIVE ARRANGEMENTS

Federparchi is responsible for the management of this Action Plan, in the framework of the conditions stated in the Convention between Federparchi and MoE, and will develop it in collaboration with IUCN Med office.

Breakdown of responsibilities within the activities:

Activity	Involved organization	
	ITALY	IUCN Med
Meetings with IUCN PA's programme to define the final chronogram	X	X
Identification and establishment of a reference group of PA experts in Italy	X	X
Develop Italian context and criteria for global standards	X	X
Technical – application of draft global standards to parks in Italy	X	
Define assessment tools that build on existing methodologies and processes in Parks in Italy	X	
Coordination with other countries and parties involved in the GL initiative		X
Results presentation in global IUCN Green List meetings (WPC)	X	X
Translation and adaptation of a publication on alien species in the Mediterranean context	X	
Design and print a poster on alien species	X	
Collection of records on the presence of various alien species and inclusion in existing data bases	X	
Inventory of experiences related to sustainable fisheries in MPAs in the Mediterranean context	X	X
Involvement of MPAs for the promotion of good practices in MPAs management	X	
Quantitative analysis of sustainable fisheries conducted in MPAs Italian	X	
Publication and updating of a specific web page	X	

This Action Plan enters into force when both parties have signed it, and will end when all the tasks anticipated have been completed to the satisfaction of MoE.

V. COPYRIGHTS AND REPORTING RULES

Without prejudice to paragraphs above, the question of title rights, copyright, royalties and all other rights of whatsoever nature in any material produced under the provisions of this Action plan shall be shared by the parties, on respecting also engagements with donors.

All Parties shall make the necessary arrangements to ensure that in the relevant publications (scientific reports, toolkits, brochure, booklet, poster, signpost, etc.) to be produced under this Action Plan:

- The names and logos of IUCN, MoE and Federparchi and the partners appear as appropriate.
- There is reference to the financial support of the donors to these activities, and when feasible, their logos.
- There is reference to the logistic support of institutions/organisations, and when feasible, their logos.

As a general rule all information or material arising under or in connection with the Action Plan, including the project description, supporting documentation, correspondence, progress and final reports, and audiovisual material, shall be open and available for public inspection.

VI. GENERAL CONDITIONS

IUCN shall be considered as having the status of independent party. Agents or employees of IUCN shall not be considered in any respect as being officials or staff members of Federparchi or MoE.

IUCN and Federparchi must inform the MoE of any circumstances likely to hamper or delay the implementation of the operation.

The parties may suspend implementation of all or part of the operation if circumstances (chiefly force major) make it too difficult or dangerous to continue and inform the MoE and provide all the necessary details.

MoE does not accept any liability for acts of third parties, accidents, sickness, losses of any kind, however caused arising during the implementation of the specific actions and the production of the relative outputs expected or from the performance of this Action Plan. By signing this Action Plan the parties confirms that the involved staff will be covered by appropriate insurance.

This agreement is deemed to have been made in Italy and to be subject to Italian law. In case of dispute arising from or in connection with this Action Plan shall be solved by way of amicable negotiations by the parties. If not possible, the dispute will be submitted to an independent arbitrator. The final resolution of the independent arbitrator will be binding both parties. The expenses derived from the arbitration will be shared equally by the parties.

The present Action Plan shall remain in force until the conclusion of the provided activities.



This Action Plan may be terminated by either party before the expiry date of the Action Plan, by giving notice in writing to the other party, for good cause or because no further purpose would be served by continuing to the expiry date. The period of notice shall be 30 days.

No change in or modification to this Action Plan shall be made except by prior written agreement between the parties.

VII. CORRESPONDENCE

All correspondences with regard to the scientific and technical aspects should be addressed:

Federazione Italiana Parchi e Riserve Naturali - Via Nazionale, 230 – 00184 Rome - Italy

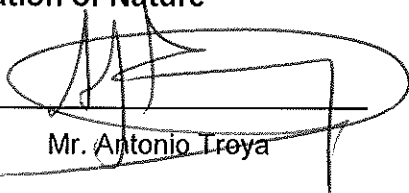
and

IUCN- Mediterranean Cooperation Centre – C/Marie Curie n° 22 (PTA) 29590 Campanillas (Málaga) - Spain

VIII. SIGNATURES:

**IUCN Mediterranean Cooperation
Centre of the International Union for
Conservation of Nature**

Signed: _____

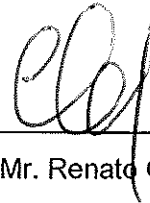


Mr. Antonio Troya

Date: _____

**Italian Ministry of Environment, Land
and Sea**

Signed: _____



Mr. Renato Grimaldi

Date: 03 MAR. 2014

**Italian Federation of Natural Parks
Federparchi Europarc Italia**

Signed: _____



Mr. Giampiero Sammuri

Date: _____

Annex

Activities Time Schedule

	2014											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Meetings with IUCN PA's programme, WCPA to define the activities	X			X			X			X		
Identification and establishment of a reference group of PA experts in Italy	X	X										
Develop Italian context and criteria for global standards	X	X	X	X								
Technical – application of draft global standards to parks in Italy					X	X	X					
Define assessment tools that build on existing methodologies and processes in Parks in Italy								X	X			
Coordination with other countries and parties involved in the GL initiative	X	X	X	X	X	X	X	X	X			
Results presentation in global IUCN Green List meetings (WPC- Sidney)										X	X	X
Translation and adaptation of a publication on alien species in the Mediterranean context		X	X									
Design and print a poster on alien species						X						
Collection of records in the presence of various alien species and inclusion in existing data bases	X	X	X	X	X	X	X	X	X	X	X	X
Inventory of experiences related to sustainable fisheries in MPAs in the Mediterranean context	X	X	X	X	X	X	X					
Involvement of MPAs for the promotion of good practices in MPAs management	X	X	X	X	X	X	X					
Quantitative analysis of sustainable fisheries conducted in MPAs Italian						X	X					
Publication and updating of a specific web page						X		X		X		X