

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE EXTRAORDINARY COMMISSIONER FOR THE PROJECT OF THE ISLANDS
OF SANTO STEFANO -VENTOTENE**

AND

THE MUNICIPALITY OF VENTOTENE

AND

STATE NATURAL RESERVE AND MARINE PROTECTED AREA

AND

ITALIAN INSTITUTE FOR ENVIRONMENTAL PROTECTION AND RESEARCH

AND

THE SECRETARIAT OF THE CONVENTION ON MIGRATORY SPECIES

This Memorandum of Understanding (“MOU”) is entered into by

the Extraordinary Commissioner of the Government for the Project of recovery and enhancement of the former Bourbon prison on the islands of Santo Stefano - Ventotene, Dr Silvia Costa;

AND

the Municipality of Ventotene (hereinafter referred to as Municipality), with registered office at Piazza Castello 1, 04031 Ventotene (LT);

AND

the State Natural Reserve and Marine Protected Area of the islands of Santo Stefano - Ventotene (hereinafter referred to as AMP/RNS), with head office in Piazza Castello 1, 04031 Ventotene (LT);

AND

the Italian Institute for Environmental Protection and Research (hereinafter referred to as ISPRA), with registered office in Via V. Brancati n. 48-00144 Rome;

jointly referred to as “the Italian Partners”

AND

the Secretariat of the Convention on the Conservation of Migratory Species of Wild Animals (“CMS”) with its office in Bonn, Germany;

all jointly referred to as “the Parties”,

WHEREAS the Institutional Development Contract , pursuant to Legislative Decree no. 88 of 31/05/2011, Art. 6, signed on 3 August 2017 between the Presidency of the Council of Ministers, the Ministry for the Environment and the Protection of Land and Sea, the Ministry of Cultural Heritage and Activities and Tourism, the Agenzia del Demanio, the Lazio Region, the Municipality of Ventotene, the State Natural Reserve and Marine Protected Area of the islands of Ventotene and Santo Stefano and INVITALIA, as implementing party, for the implementation of the project for the recovery and refunctionalization of the former Bourbon prison on the islands of Santo Stefano - Ventotene;

WHEREAS Resolution No. 3 of the Interministerial Committee for Economic Planning of 1 May 2016, which approved the “Culture and Tourism” Master Plan submitted by the Ministry of Cultural Heritage and Activities and Tourism and allocated to the Ministry financial resources from the Fund for Development and Cohesion 2014-2020 to be used, inter alia, for the restoration and enhancement of the former Bourbon prison on the Santo Stefano Island in the amount of EUR 70 million to finance the above-mentioned Plan;

WHEREAS Dr Silvia Costa, Special Commissioner of the Government for the recovery and enhancement of the former Bourbon prison on the islands of Santo Stefano-Ventotene, appointed by the Presidential Decree of 28 January 2020 and subsequently extended by Presidential Decree of 4 February 2022 until 28 January 2023, is responsible for ensuring the necessary coordination, including operational coordination, between the state administrations institutionally involved;

WHEREAS the AMP/RNS, established by Decrees of the Ministry for the Environment and the Protection of Land and Sea of 12 December 1997 and 11 May 1999, aims to undertake scientific study and research, conservation, valorisation and promotion of the naturalistic, cultural, artistic, and historical heritage and the tourist development of those businesses operating and located in the relevant territory

WHEREAS the Italian Institute for Environmental Protection and Research(ISPRA), established through Law no. 133 of 6 August 2008, performs technical and scientific functions for the most effective planning and implementation of policies for the sustainability of pressures on the environment, by carrying out monitoring, reporting, evaluation, control, inspection and management of environmental information activities, as well as directing and coordinating the National Network System for Environmental Protection (SNPA) as per Law no. 132 of 28 June 2016;

WHEREAS the Municipality of Ventotene promotes and supports the quality of its territories by enhancing their cultural, environmental and tourism resources in order to foster the well-being and improve the quality of life of the inhabitants;

WHEREAS CMS, as the leading global intergovernmental treaty of the United Nations established exclusively for the conservation and management of terrestrial, aquatic and avian migratory species throughout their range, brings together the States through which migratory animals pass and lays the legal foundation for internationally coordinated conservation measures.

AT

WHEREAS environmental and cultural heritage in its broadest sense is a fundamental reference point for the European identity, the result of a common millenary journey in a constant mutual exchange and enrichment which has had the Mediterranean at its origin;

WHEREAS the Parties share common goals and objectives with regard to the coherent implementation of the environmental dimensions of sustainable development, and wish to collaborate in areas of mutual concern, with transparency and efficiency, in the development of initiatives and actions of joint interest within their respective mandates and governing regulations;

NOW, THEREFORE, the Parties, being aware of the benefits that this cooperation will bring, wish to establish a mutually beneficial cooperation in the field of environmental research and conservation in order to benefit from their complementary activities and to share among each other the knowledge arising therefrom and agree as follows:

Article 1 - Preamble

The preamble of this Agreement shall constitute an integral part thereof.

Article 2 – Purpose

1. The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common concern and cooperation included in Article 3. This MOU shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MOU or otherwise.

2. The implementation of the MOU shall be subject to the availability of funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party. The MOU does not represent any commitment with regard to funding on the part of either Party.

3. The definition and implementation of any subsequent specific activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall be subject to separate agreements that may be entered into between the Parties under this MOU.

4. Each Party shall bear its own costs in connection with the implementation of the MOU including any related travel. There shall be no transfer of money between the Parties in connection with the MOU.

Article 3 - General objectives

The main objective of this Agreement is the collaboration among the Parties, within the scope of their respective competences and responsibilities as per Art. 3, also with the participation of third parties identified upon mutual approval by the Parties, in order to promote the conservation of migratory species with a focus on the avifauna and marine heritage of the islands of Santo Stefano and Ventotene.

Article 4 –Areas of cooperation

1. All Parties hereby agree to:

- 1.1. Raise awareness on migratory species and the habitats they need, including on the concept of “ecological connectivity”;
 - 1.2. Support implementation of the Convention on Migratory Species through use of the two islands for activities in support of its objectives, such as education, research and nature-based tourism;
 - 1.3. Hosting of meetings related to migratory species and CMS, such as technical workshops and policy meetings;
 - 1.4. Consider launching in Ventotene, the CMS Eurasian-African Bird Migration Atlas, at a meeting to be held in 2022.
2. To this end, the Italian Partners agree to:
- 2.1 Promote the conservation and restoration of the environment, the structures and their importance of the former Bourbon prison on the island of Santo Stefano and the surrounding external areas, in order to create the best conditions for their public use, also aimed at relaunching tourism and the economy, by means of multidisciplinary actions. For these purposes, the Italian Partners may enter into further enforceable operational agreements, at national or international level, having different durations depending on the complexity of the objectives, the actions to be addressed and the activities undertaken.
 - 2.2. Undertake efforts to protect the particular environmental characteristics of the islands of Ventotene and Santo Stefano, both located in the Municipality of Ventotene, as important sites for avian and aquatic migratory species
 - 2.3. Develop on site joint research, direct experimentation, training and integrated education initiatives aimed at enhancing the environmental heritage, including the existing and planned museum layouts and routes in the entire Municipality of Ventotene with technologically advanced methods, and with a view to providing access to scholars, volunteers, young people and school groups, as well as for visitors to the two islands. These initiatives will take into account the historical-environmental characteristics of the relevant environments paying particular attention to their European vocation. Particular attention will be given to environmental and economic sustainability, accessibility and social welfare.
 - 2.4. Contribute to the Santo Stefano Museum project for the environmental component, according to their human and financial resources, in a complementary and synergic manner with the one in Ventotene and in collaboration with other institutions and associations by providing professional support for musealisation activities and the creation of thematic itineraries, and any further appropriate action to fully achieve the objectives of enhancing the cultural heritage.
 - 2.5. Consider Ventotene and the conference facilities, teaching and laboratory facilities of Santo Stefano, as soon as they are available, as a venue for gatherings of school camps, scientific observation and conference activities.
3. The CMS Secretariat agrees to:
- 3.1. Provide information and materials on relevant migratory species including birds, cetaceans, fish and marine turtles; on the conservation needs of migratory species and current threats; on benefits of sustainable conservation initiatives such as sustainable

- nature-based tourism; on the role of multilateral environment agreements such as CMS in providing for international cooperation and the science policy interface;
- 3.2. Promote and/or engage in relevant technical meetings, training and education activities, as appropriate;
 - 3.3. Consider Ventotene and the conference facilities, teaching and laboratory facilities of Santo Stefano, as soon as they are available, as a possible venue for organizing workshops and conferences on issues of relevance including on ecological connectivity, illegal killing of birds, and sustainable tourism;
 - 3.4. Engage in awareness raising activities and promote celebrations of the annual awareness campaign of the World Migratory Bird Day (second Sunday of May and October).

Article 5 - Consultation and Exchange of Information

1. The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration, and shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under this MOU and to plan future activities.

2. The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of their party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

3. Consultation and exchange of information and documents under this MOU shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

Article 6 - Nature of the Cooperation

Neither Party shall be entitled to enter into commitments or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 7 - Implementation

1. The Parties will work out a plan envisaged under this MOU including specific activities projects and programmes, whose definition and implementation shall be subject to detailed separate agreements, in accordance with Article 2.

2. Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation unless agreed by either Party upon a separate agreement to the other Party.

Article 8 - Acknowledgement of the Partnership

The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement, including the use of their name and logos.

Article 9 - United Nations Privileges and Immunities

Nothing in or relating to this MOU shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the United Nations, including CMS.

Article 10- Dispute Settlement

The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU.

Article 11 - Miscellaneous

Failure by either Party to request the implementation of a provision of this MOU to the other Party shall not constitute a waiver of that or any other provision of this MOU.

Article 12 - Term, Termination, Amendment

1. This MOU shall have an initial term of two years from the date on which it is duly signed by all the Parties, unless terminated earlier by mutual consent or by either Party upon three months' notice in writing to the other Parties.

2. This MOU may be amended only by mutual written agreement of the Parties. Such amendment will become an integral part of this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

EXTRAORDINARY COMMISSIONER OF THE GOVERNMENT
Dr Silvia Costa



COSTA SILVIA
PRESIDENZA CONSIGLIO
DEI MINISTRI
10.05.2022 09:35:32
GMT+01:00

MUNICIPALITY OF VENTOTENE
Extraordinary Commissioner Dr Monica Perna

STATE NATURAL RESERVE AND MARINE PROTECTED AREA OF THE ISLANDS OF
SANTO STEFANO - VENTOTENE
Director Dr Antonio Romano

ROMANO ANTONIO
2022.05.10 11:01:00

CN-ROMANO ANTONIO
C-IT
2.5.4.4-ROMANO
2.5.4.42-ANTONIO

ITALIAN INSTITUTE FOR ENVIRONMENTAL PROTECTION AND RESEARCH
President Prefect Stefano Laporta

SECRETARIAT OF THE CONVENTION ON THE CONSERVATION OF MIGRATORY
SPECIES OF WILD ANIMALS

Executive Secretary Ms. Amy Fraenkel,

Read, confirmed and signed in, ... 2022

18 May 2022