



MEMORANDUM of UNDERSTANDING

BETWEEN

EXECUTIVE COMMITTEE
OF THE INTERNATIONAL FUND
FOR SAVING THE ARAL SEA

AND

SOGESID S. p. A.

IN THE FIELD OF THE

ENVIRONMENTAL PROTECTION,
ENVIRONMENTAL REGENERATION,
THE FIGHT AGAINST CLIMATE CHANGE
AND THE REMEDIATION OF POLLUTED SITES
OF THE ARAL SEA BASIN

Preamble

Executive Committee of the International Fund for Saving the Aral Sea (EC IFAS) and Sogesid S. p. A. (Sogesid), hereinafter referred to as "Parties":

CONSIDERING that IFAS was established by a Decision of the Heads of State of Central Asia on 4 January 1993, with the main objective of financing and crediting of joint practical actions and promising programs and projects for saving the Aral Sea, improving the ecological situation in the Aral Sea region, as well as the entire Aral Sea basin, taking into account the interests of all states in the region.

CONSIDERING that Sogesid is an Italian public-law Company, established by decree of the Ministry of the Treasury in agreement with the Ministry of Budget and Economic Planning of 27 January 1994, pursuant to Article 10 of the Legislative Decree issued on 3 April 1993, n.96, and whose share capital is entirely owned by the Ministry of Economy and Finance;

CONSIDERING that Sogesid, which is structured as an in-house providing company for all the central administrative agencies of the State pursuant to Article 12-ter, paragraph 1 of the Law of February 2, 2024, n.11 and which provides services of general interest pursuant to the Ministerial Decree (DPCM) of December 30, 2010, acts as a qualified technical subject, able to combine knowledge and experience fundamental to achieve the objectives of the public procurement with respect to the implementation of complex projects of environmental rehabilitation and land development;

GIVEN the multidisciplinary of the technical/sectoral skills of Sogesid - consolidated both on a national scale and at the level of international cooperation, such skills enable it to act in an institutional role for the "grounding" of the planned interventions, for the effective implementation of the policies for the environmental transition implemented by the Italian Government, in line with the ambitious European goals regarding the "Green economy";

TAKING INTO ACCOUNT that, in particular, Sogesid has a consolidated experience in technical-specialist support to Administrations and organizations at the national and international level, through the planning and management of complex environmental initiatives, in relation to the treatment, protection and management of water resources, the implementation of measures for the prevention and management of natural risks (hydrogeological, seismic, climatic), the safety and remediation of polluted sites of local and national interest, environmental regeneration and urban planning, waste cycle management, energy efficiency, the

fight against climate change, environmental sustainability and international cooperation;

CONSIDERING the pilot project of environmental regeneration in the basin area of the Aral Sea, being carried out by Sogesid together with the Italian Agency for Development Cooperation (AICS), and aimed at establishing and defining an operational and functional model for interventions of environmental remediation and regeneration in contaminated areas ("Pilot Project");

RECOGNISING EC IFAS interest in expanding and strengthening relations with international operators engaged in environmental regeneration, in the remediation of polluted sites and in international cooperation, in order to support its environmental protection activity in the Aral Sea basin;

RECOGNISING that the success of environmental protection and of regeneration interventions at regional and local level in the Aral Sea basin requires access to, and the sharing of, information with all potential stakeholders, as well as the engagement and the participation of the most qualified operators in the environmental field at the international level:

CONSIDERING the institutional purpose and planning of the ongoing activities in the Aral Sea basin of both Parties;

CONSIDERING the mutual interest of the Parties in developing a cooperative relationship in the fields of environmental protection, environmental regeneration, combating climate change, securing and remediating polluted sites, management of water resources, urban planning, in compliance with their respective missions and institutional functions;

have achieved the following understanding:

Article 1 Object and purpose of the collaboration

1.1. The Parties hereby show their willingness to define the general context on which their bilateral cooperation is based, convinced that this collaboration will contribute to the improvement and success of the interventions that will be implemented, in mutual interest, - in the Aral Sea basin at regional and local level in terms of technological, infrastructural and socio-economic development and transfer, strengthening of institutional capacity/building capacity, with regard to and respecting environmental sustainability.

- 1.2. In particular, Parties highlight the importance and need to identify the following sectors as priority areas to be implemented under the scope of application of this Memorandum:
 - environmental protection;
 - environmental regeneration;
 - safety and remediation of polluted sites;
 - combating climate change;
 - water resources management;
 - urban planning.

Article 2 Scope and methods of collaboration

- 2.1. Each Party will collaborate, within the framework of its mandate and its capabilities and competences, in the areas referred to in Article 1, in order to:
 - facilitate knowledge and exchange of useful information and data between the Parties relating to current and future interventions and activities, at regional and local level, in the Aral Sea basin;
 - facilitate exchange of information between the Parties regarding the emerging problems, including with regard to technical solutions, during the development, monitoring and/or execution of interventions;
 - facilitate participation in seminars, workshops, meetings, round tables organized at the international, national and regional levels;
 - promote collaboration and networking between the Parties and relevant stakeholders, including central government and public universities, local authorities, research and development bodies, associations and consortia for water management and remediation initiatives, both from Italy and in the Aral Sea basin;
 - disseminate the outcomes of the initiatives, where appropriate and after consultation and sharing between the Parties, to the subjects referred to in the previous point;
 - jointly promote the dissemination of good practices, governance and management models of water resources and environmental issues recognized as best practices at an international level, as well as the best

techniques and technologies, considering the environmental and socioeconomic relevant context;

- identify and draft, by mutual agreement, proposals for joint initiatives to be presented and submitted for financing/co-financing to dedicated international Funds/funding mechanisms or to international financial institutions.
- 2.2. The Parties may for the future, in addition to the sectors stressed under the article 1, set and enlarge the purpose of this collaboration to other further specific areas/sectors of common interest.

Article 3 Coordination and implementation methods

- 3.1. The implementation of this Memorandum will be defined in subsequent documents to be agreed by Parties and will be enclosed as specific annexes.
- 3.2. In order to define and set operational procedures to ensure an ever better joint implementation of this Memorandum, the Parties establish a Joint Coordination Committee, and to this end they appoint the following Committee members as their Representatives at the meetings of the said Committee:
 - Contact persons for EC IFAS:
 - 1. Bekmaganbetov Serik, <u>bekmaganbetov@ecifas.kz</u>, <u>+77172248098</u>, Kazakhstan, Astana, st. E-179, building 1, position 40.
 - 2. Meldebekova Gauhar, <u>meldebekova@ecifas.kz</u>, <u>+77172248098</u>, Kazakhstan, Astana, st. E-179, building 1, position 40.
 - Contact person for Sogesid:
 Giorgia Scopece, g.scopece@sogesid.it, +390642082210,
 Italy, Roma, Via Nomentana, 41.
- 3.3. The Joint Coordination Committee should meet at least once a year. Each Party may convene a new meeting of the Joint Coordination Committee by sending to the other Party, a meeting proposal with two/three alternative dates, at least 20 days before the first proposed date.
- 3.4. At the end of each meeting, *ad hoc* minutes of the meeting will be jointly drafted, including the list of recommendations agreed.

- 3.5. This Memorandum is voluntarily implemented by each Party, without it entailing any legal obligation of cooperation between the Parties and is independent with regard to the implementation methods and duration of the Pilot Project referred to in the Preamble.
- 3.6. This Memorandum shall not affect the right of each Party to enter into similar agreements, individually or separately, with Governments, International Entities/Organizations and legal entities in any capacity, potentially involved or interested in the activities and sectors referred to in Articles 1 and 2.

Article 4 Financial aspects

- 4.1. The Parties should bear their own costs and expenses for the implementation of this Memorandum and for participation in joint or otherwise organized activities in the implementation of or in connection with this Memorandum.
- 4.2. Any other specific financial condition or contribution related to the performance of this Memorandum and participation in the meetings that will be jointly organized, will be specified in annexes, which will constitute an integral part of this Memorandum.

Article 5 Entry into force, duration, amendments and termination

- 5.1. This Memorandum will enter into force on the day of the signature by the second and final Party, which must promptly notify the other Party.
- 5.2. This Memorandum will have a duration of 5 (five) years, unless expressly renewed by the Parties.
- 5.3. This Memorandum may be modified by the Parties at any time, through the signing of a separate Protocol, which will constitute an integral part of the Memorandum.
- 5.4. If there are reasons which, at the discretion of each Party, prevent the implementation, in whole or in part, of this Memorandum, each Party can withdraw from this Memorandum unilaterally, notifying its intention to the other Party via written communication to be sent to the contact persons indicated in Article 3, within 15 (fifteen) days prior to the date on which the notifying Party intends to cease the effectiveness of the this Memorandum.

Article 6 Regulatory framework

- 6.1. In implementing this cooperation, no clause of this Memorandum may be interpreted or implemented in conflict with the relevant national rules and the respective legal systems, and/or with the internationally recognized rules of public law or with the rules of treaty law to which the Parties have adhered.
- 6.2. This Memorandum is drawn up and signed in two copies, both in English.

For Executive Committee of the International Fund for saving the Aral Sea

Chairman Askhat Orazbay

Place and date

Astoua, 14.03, 2025.

For Sogesid S. p. A

The CEO and General Manager Engineer Errico Stravato

Place and date

Boma, 28.05.2025