

MEMORANDUM OF UNDERSTANDING (MoU)
FOR THE CONSERVATION OF THE NATURAL ENVIRONMENT
OF L-AĦRAX (I/o MELLIEĦA) AND IL-MIŻIEB

On the one part

*The **Ministry for the Environment, Climate Change and Planning** hereinafter referred to as “MECP”, duly represented by Mr Joseph F. Caruana, holder of I.D. card no 327361(M), in his capacity as Permanent Secretary;*

and

*The **Environment and Resources Authority** hereinafter referred to as “ERA”, duly represented by Perit Michelle Piccinino, holder of I.D. card no 329071(M), in her capacity as Chief Executive Officer of the Environment and Resources Authority*

and on the other part

***Federazzjoni Kaċċaturi Nassaba Konservazzjonisti**, hereinafter referred to as “FKNK”, duly represented by Mr Joseph Perici Calascione, 569356(M) and by Mr Lino Farrugia, 786455(M) in their capacities of President and Chief Executive Officer of Federazzjoni Kaċċaturi Nassaba Konservazzjonisti (FKNK)*

Collectively referred to as ‘the Parties’.

The parties declare and premise the following:

Background

1. That by virtue of a private agreement dated 9th October 2020 entered into between the Lands Authority and the Federazzjoni Kaċċaturi Nassaba Konservazzjonisti (FKNK) the Lands Authority granted the management and operation of the area known as Il-Miżieb and various areas within L-Aħrax along the Marfa Peninsula (both hereinafter referred to as ‘Site/s’) to FKNK to be used exclusively for the activities defined in the related management/project plans including but not limited to hunting, trapping, sport shooting and other leisure activities;
2. FKNK desirous to continue to protect and safeguard the areas covered in the above-mentioned private agreement, both hereinafter referred to as “Site/s” are entering into this Memorandum of Understanding (MoU) with the Ministry for the Environment, Climate Change and Planning (MECP) and the Environment and Resources Authority (ERA) in order to further promote environmental conservation of the areas concerned.
3. For the avoidance of any doubt, this MOU shall be independent of the private agreement dated 9th October 2020 above-quoted, but given that the Sites in the private agreement include various protected areas and protected species under the Environment Protection Act (Chapter 549 of the Laws of Malta, hereafter referred to as the “EPA”), FKNK is entering into this MOU with its primary objective being that of managing same Sites in accordance with the provisions of the EPA, (which





reference, includes all subsidiary legislation under Chapter 549 of the Laws of Malta), whilst promoting the environment.

4. Any one of the parties may decide to terminate this agreement if the agreement mentioned in clause 1 expires or is terminated for any reason whatsoever.

Details of the MOU

Consequently, and in furtherance of the objectives above-indicated, FKNK agrees to the following:

5. FKNK undertakes to manage the Sites in accordance with the EPA and the related EU environment *acquis*. FKNK guarantees not to change in any way whatsoever the principal nature and assure the conservation of the Site, including its protected habitats, species, and landscape features.
6. FKNK shall be responsible to manage the Site through, *inter alia*, routine administration; implementing measures in line with the relevant legislation under the EPA and the related EU environment *acquis*; monitoring of biodiversity and patrolling of the site; reporting to the relevant competent authorities any offences in breach of the EPA; carrying out of relevant education, research and awareness-raising; and ensuring appropriate stakeholder engagement.
7. FKNK shall ensure that all public passageways and thoroughfares remain open to the public at all times.
8. FKNK declares that it will not hinder or obstruct any officers from ERA or MECP entrusted with a public service and who attend on the Sites in the exercise of their duties according to law, and will not otherwise unduly interfere with the exercise of such lawful duties.
9. FKNK shall also ensure that any signage shall be landscape-sensitive, non-intrusive and in strategic locations in accordance with the relevant applicable legislation. Signs within areas protected under the EPA shall be pre-approved by ERA.
10. FKNK shall not assign, transfer or sub-contract any part of this Agreement, without the prior written authorisation of MECP and ERA.
11. Nonetheless, FKNK is authorised to give temporary and limited access of the land/s to third parties exclusively to carry out activities, whether periodically or not, which are not detrimental to the area itself in collaboration with FKNK.
12. FKNK shall not place any orders with suppliers, or otherwise incur liabilities, in the name of MECP and/or ERA or any representative thereof unless previously so authorised in writing by MECP and/or ERA.



13. The implementation of this MOU shall be coordinated by the designated responsible Sub-Committee set up by FKNK for this purpose, and all issues pertaining to this understanding shall be channelled to the same Sub-Committee, who will in turn have the discretion to delegate and direct that any particular matter is entrusted to a particular person to liaise with ERA and/or MECP.
14. MECP shall coordinate discussions between all parties for the formulation of a Work Plan in relation to protected areas within the Site, detailing measures for implementing this Agreement which shall be agreed to between all parties.

General Clauses on the MOU

15. This Agreement does not exempt the FKNK from the requirement to obtain all the necessary permits required by law including those required from the ERA for the implementation of the services and tasks referred to in this MOU.
16. Without prejudice to any other relevant agreements signed by either party in connection with the Site/s, this Agreement does not constitute any form of title to the land and/or property within the Site/s.
17. Information given by ERA or MECP to the FKNK through email or another medium cannot be published or disclosed unless all parties agree beforehand in writing to disclose such information, provided each Party shall be entitled to disclose correspondence or information or extracts thereof to any Court or administrative body as may be necessary in the performance of their legal obligations and/ or to defend themselves in any claims made by any third parties.

Default and Termination Clauses


18. FKNK shall be in default if it is in breach of environmental legislation under the provisions of the EPA and its subsidiary legislation.
19. Where in the opinion of ERA and MECP, the FKNK is in default, ERA and MECP may notify the FKNK in writing, highlighting such default/s and giving at least ten (10) working days in which to remedy the default. If the default persists, the ERA or MECP may terminate the Agreement in line with Clause 20.
20. ERA and MECP may in case of default, terminate all or part of this agreement, at any time, following notification in line with Clause 19, in which case ERA or MECP shall bear no costs.
21. On the other hand, the FKNK may, at any time terminate this agreement by giving a one-month notice in writing. The one-month notice will start to reckon from the date on which the letter of termination is notified to ERA and MECP.



22. This Agreement shall be governed and construed in accordance with the Laws of Malta, and subject to the jurisdiction of the Maltese Courts of Law.

Concluded on the 9th day of OCTOBER 2020

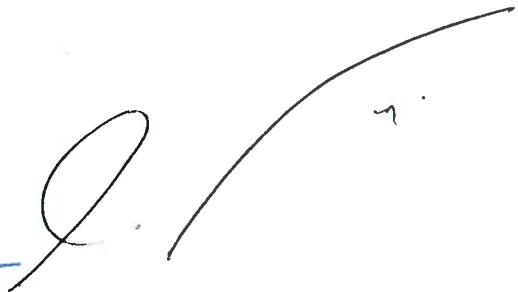
By



Mr Joseph Caruana
Permanent Secretary
Ministry for the
Environment, Climate
Change and Planning



Mr Joseph Perici Calascione
President
Federazzjoni Kaċċaturi
Nassaba Konservazzjonisti



Mr Lino Farrugia
Chief Executive Officer
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Perit Michelle Piccinino
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