

TEMPLATE

Memorandum of Cooperation (MoC)

GreenS – Steering Committee –Andalusian/Regional GPP Network

Agreement

between

Federación Andaluza de Municipios y Provincias (FAMP)

Fundación Medio Ambiente, Energía y Sostenibilidad Provincia de Cádiz
(Agencia Provincial de la Energía de Cádiz)

and

NAME / ORGANISATION, RESPONSIBLE, ADDRESS

PURPOSE & SCOPE

The purpose of the Memorandum of Cooperation (MoC) is to outline a framework of institutional collaboration on a national and European basis, among public authorities and producers and suppliers of “green” products and services in order to engage them in the implementation of a greener public management model.

This GPP network will be helpful to achieve our goals, to settle down a cooperation network between the parties (public authorities and suppliers) and to institutionalize GPP process in the framework of the GreenS project (2015/2018) and after the project lifetime.

BACKGROUND OF THE AGREEMENT

The GreenS project aims:

- To strengthen capacity of public authorities to successfully apply GPP with priority, enhancing their ability and capacity to save energy, reduce CO₂ emissions and costs by applying innovative solutions on GPP.
- To overcome the obstacles and barriers to launch GPP such as is described by European Commission’s Communication “*Public procurement for a better environment*”.



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To achieve them, the Federación de Municipios y Provincias (FAMP) and the Fundación Medio Ambiente, Energía y Sostenibilidad Provincia de Cádiz (Agencia Provincial de la Energía de Cádiz, APEC), as project partners, have set as a main milestones the launching of an **Andalusian/regional GPP network** (hereinafter GPP network/RACPS).

RACPS AIMS TO:

- > Join efforts and available resources between GPP network members –who freely agree to participate- in order to achieve a greener public management model.
- > Ensure multi-level cooperation among Steering Committee members, public authorities and signatory companies to promote GPP actions, ensuring a greater impact of GPP.
- > Promote GPP training and capacity building programmes addressed to public authorities, public staff and GPP entrepreneurs.
- > Foster communication and awareness raising, spreading GreenS Project results though as many communication channels as possible (short, medium and large term).

COMMITMENTS BY PARTIES:

A. Federación Andaluza De Municipios y Provincias y Agencia Provincial de la Energía de Cádiz

- To organize regular informative, dissemination and validation meetings and training sessions aimed to Steering Committee members as well as to RACPS participants in the framework of the GreenS project.
- To be a link between stakeholders, promoting good communications and information to the extent possible.
- To facilitate multi-level cooperation among Steering Committee and RACPS members.
- To support, to the extent possible, RACPS participant's activities related to GPP implementation in the region, with the available resources, promoting the exchange of good and bad GPP practices.
- To ensure support and permanent technical assistance to the Steering Committee and RACPS members during GreenS project life.

- To gather GPP-related consultation and training offers to the target group of public officials and government responsible in Andalucía.

B. Name of signatory entity

- To actively participate in roundtables, meetings and seminars organized in the framework of GreenS project, collaborating to its dissemination in order to maximize participation.
- To publicize GreenS project contents and results through available means.
- Cooperate among Steering Committee members in terms of information and knowledge exchanges regarding GPP – planned activities; legislation and regulation changes; organized events.
- To promote GPP good and bad practices gathering.

LIABILITY, REPRESENTATION, TERMINATION AND AMENDMENTS

- Liability: Nothing in this agreement is deemed to create a legally enforceable agreement and consequently no liability shall attach to either party in the event of its failure to carry out any of the terms of the MoC. Each party is responsible for the way in which it carries out its undertakings under this MoC and no liability shall attach to the other party as a result.
- Representation: Nothing in this MoC shall be construed as giving the right to any party to represent the other towards third parties including the press and media and no right of agency shall be therefore construed.
- Termination: The parties are therefore free to terminate the MoC at any time, with prior notice unless one month before the due date.
- Amendments: Amendments to this MoC may be made with the mutual written agreement of both parties.

VALIDITY OF THIS AGREEMENT

This MoC enters into force upon signature and lasts until 31 May 2018, and it shall be deemed automatically extended for annual periods unless expressly denouncing party at least one month in advance, except in the case of free extinction previously mentioned.

The parties indicate agreement with this Memorandum of Cooperation by their signatures below.



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<Location>

<DATE>

Party 1

Fernando Rodríguez Villalobos
President of FAMP

Party 2

Irene García Macías
President of the Provincial Government of Cadiz

Party 3

Name/position

Name of entity/company