# MEMORANDUM OF UNDERSTANDING BETWEEN

# MINISTRY OF ENVIRONMENTAL PROTECTION AND NATURAL RESOURCES OF UKRAINE

AND

# THE MINISTRY OF ENVIRONMENT AND GENDER EQUALITY OF THE KINGDOM OF DENMARK

ON

#### COOPERATION IN THE FIELDS OF WATER AND ENVIRONMENT

THE MINISTRY OF ENVIRONMENTAL PROTECTION AND NATURAL RESOURCES OF UKRAINE and THE MINISTRY OF ENVIRONMENT AND GENDER EQUALITY OF THE KINGDOM OF DENMARK, (hereinafter jointly referred to as "the Parties" and in the singular as "the Party");

CONSIDERING the long-standing cordial relationship between Ukraine and Denmark and in order to continue and further strengthen bilateral cooperation in the fields of water and environment, the Parties have reached the following understanding through friendly negotiation;

SHARING an interest in possible cooperation in the green transition and sustainable development; and

TAKING INTO ACCOUNT the strategic role of water and environment in addressing current global, national, regional, and local environmental challenges; and

ASPIRING to guide the sectors in the adoption of proven best practices while remaining competitive;

RECOGNIZING the common interests in water and environment as well as the Ukrainian application for EU membership, the importance of deepening relations for greater understanding and mutual benefit, and sharing an interest in finding possible ways of cooperation in the fields of water and environment through targeted and agreed actions;

HAVE AGREED AS FOLLOWS:

## ARTICLE I OBJECTIVE

This Memorandum of Understanding (hereinafter jointly referred to as MoU) aims to establish a non-legal framework for mutually beneficial cooperation between the Parties in the fields of water and environment, where the Parties seek to promote cooperation in specific areas of mutual interest. This MoU will provide the foundation for cooperation based on sharing knowledge, experiences, regulatory procedures, best practices, and data while exploring new innovative partnerships.

## ARTICLE II AREAS OF COOPERATION

The Parties will support the establishment of cooperation schemes and designate their respective partners for implementation within the following non-exhaustive list of topics identified as possible areas of cooperation between the Parties:

- 1) EU approximation and the green transition including general policy-making, regulations and climate-smart solutions.
- 2) Water resources management, including ground water.
- 3) Drinking water supply.
- 4) Wastewater treatment.
- 5) Water pollution control.

The definition of this list does not exclude additional subjects of cooperation in the fields of water and environment deemed suitable by the Parties.

The cooperation will continuously be prioritized by mutual consent of the Parties.

### ARTICLE III COMPETENT AUTHORITIES

The Competent Authorities responsible for implementation of this MoU will be:

a. For and on behalf of the Government of Ukraine:

The Ministry of Environmental Protection and Natural resources of Ukraine, State Agency of Water Resources of Ukraine of Ukraine and Ukrainian Geological Survey.

b. For and on behalf of the Government of the Kingdom of Denmark: The Ministry of Environment and Gender Equality of the Kingdom of Denmark and Danish Environmental Protection Agency.

#### ARTICLE IV COOPERATION MECHANISM

To ensure the implementation of this MoU, periodical meetings with the participation of designated officials from both Parties can be conducted when relevant in order to identify priorities of cooperation, map out specific cooperation plans, and conduct pragmatic cooperation.

The cooperation entail establishing a Strategic Sector Cooperation understood as a long-term strategic partnership between relevant public authorities facilitating direct Government-to-Government cooperation in mutually agreed upon important strategic sectors resulting in specific outcomes and outputs, through activities to support improved performance and sustainability in the field of water and environment.

Within the scope of their respective national laws, regulations, and policies, the Parties may encourage third-party stakeholders, including other relevant competent authorities, academia, and private and public business operators to promote technical, economic, and trade cooperation as well as their participation in and establishment of joint cooperative enterprises or joint ventures in areas specified in this MoU.

# ARTICLE V MODALITIES OF COOPERATION

The Parties will cooperate in the following ways:

- a) Joint organization of policy and technical seminars to share experience and disseminate best practices;
- b) Regular exchange of information regarding legislation, policies, regulations, governance models, and documentation related to the areas of cooperation;
- c) Additional cooperation and technical assistance facilitation between the Parties:

- d) Mutual visits of government officials and technical experts as well as the participation of concerned specialists in congresses, symposiums, and seminars organized by the Parties;
- e) Expositions and shows to facilitate the Parties' access to investment and trade information and promote bilateral trade; and
- f) Facilitation of innovative partnerships, bringing together parties from public, private, and academic entities to co-develop new procedures, technologies, and solutions.

Other modalities of cooperation will be determined in written form upon agreement by the Parties.

#### ARTICLE VI NOMINATION OF DESIGNATED OFFICIALS

The Parties will nominate designated officials who will serve as focal points for the implementation of this MoU.

# ARTICLE VII ESTABLISHMENT OF A JOINT WORKING GROUP

The Parties will establish a Joint Working Group to follow-up on the progress of the cooperation. The Joint Working Group will be comprised of senior representatives from each country. The Joint Working Group will meet once a year to deliberate the cooperation and provide direction for the future implementation of the cooperation.

# ARTICLE VIII EXPENSES

Unless otherwise agreed by the Parties, for cooperative activities under the framework of this MoU, each Party will cover expenses of its own staff, consultants, and experts as well as expenses for national internal traveling by its own staff.

# ARTICLE IX ENTRY INTO FORCE, DURATION AND TERMINATION

This MoU will enter into force upon signature of the Parties and will remain in force for five (5) years. This MoU will be renewable automatically for successive periods of five (5) years. Either of the Parties may terminate this MoU at any time by giving six (6) months' written notice to the other Party of its intention to terminate this MoU.

### ARTICLE X AMENDMENT

This MoU may be amended by mutual written consent signed by both Parties through diplomatic channels and such will be made as an Addendum to this MoU.

#### ARTICLE XI SETTLEMENT OF DISPUTE:

Any difficulties or misunderstandings that may arise about the interpretation or implementation of this MoU will be resolved through consultations between the Parties.

### ARTICLE XII LEGAL OBLIGATIONS:

This MoU does not create any rights or obligations under International Law and does not impose any financial obligations on the parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, by their respective Governments, have signed and sealed this MoU, in two original texts, in the English and Ukrainian languages, both texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

Signed in Warsaw on month 29 april 2025

For the Ministry of Environmental Protection and Natural Resources of Ukraine

Minister of Environmental Protection and Natural Resources of Ukraine

For the Ministry of Environment and Gender Equality of Denmark

Minister for Environment of Denmark