

COOPERATION PROTOCOL

IMPEL National Network

The General Inspection for Agriculture, Sea, Environment and Spatial Planning – IGAMAOT, due to its competences as stated on its organic law¹, coordinates the national representation on IMPEL – *European Union Network for the Implementation and Enforcement of Environmental Law*.


In this context IGAMAOT, working together with the various national bodies, shall ensure the best possible representation on the work done and the events organized by the IMPEL Network, given the respective legal competences and responsibilities, which provide the legal framework for the creation of the IMPEL National Network.

The creation of this network is intended to ensure good coordination between national entities that integrate this Network, and to ensure efficient functioning of the national representation in IMPEL, aiming to contribute to the improvement of the implementation of environmental law, for the benefit of the public interest.


Thus, considering the respective legal competences and responsibilities on ensuring compliance with current legislation on environmental protection by:

- The Public Prosecutor's Office, hereinafter designated by PGR;
- The Secretariat General from the Ministry of Environment, hereinafter designated by SG Mamb;
- The Portuguese Environmental Agency, I.P., hereinafter designated by APA;
- The General Inspection for Agriculture, Sea, Environment and Spatial Planning, hereinafter designated by IGAMAOT;


¹ Point q) of n.º 2 of article 2º from Decree-Law n.º 23/2012, of the 1st of February, changed by the Decree-Law n.º 153/2015, of the 7th of August.




- The Institute of Nature Conservation and Forests, I.P., hereinafter designated by ICNF;




- The Regional Inspectorate for Environment from Azores, hereinafter designated by IRA Açores, and



- The Regional Direction for Spatial Planning and Environment, hereinafter designated by DROTA Madeira;



It is concluded between PGR, SGMamb, APA, IGAMAOT, ICNF, IRA Açores and DROTA Madeira the present Protocol of cooperation in the presence of the IMPEL Board, whose President will also sign it, which is governed in accordance with the following clauses.



1st Clause

This cooperation protocol establishes the terms and operational conditions of the IMPEL National Network, which integrates IGAMAOT, PGR, SGMamb, APA, ICNF, IRA Açores and DROTA Madeira, aiming to their contribution to the improvement of the implementation process of environmental legislation for the benefit of the public interest, by increasing:

- a) The knowledge on the implementation of environmental legislation, and its dissemination;
- b) The cooperation and collaboration between public entities with responsibilities on the implementation of environmental legislation; and
- c) The practical and effective implementation of the knowledge acquired.

2nd Clause

1. At the organization level the IMPEL National Network is governed by the Representatives of each organization that integrates it, with the support of a Coordinator.

2. The Representatives:

a) Govern the IMPEL National Network;

b) Integrate the Strategic Group referred on the 4th Clause.

3. The Coordinators:

Assist the Representative on the implementation of the present protocol, being the focal point of its organization on the IMPEL National Network.

4. Bearing in mind the above mentioned, the national organizations that comprise the IMPEL National Network shall appoint a representative and a coordinator, corresponding respectively in IGAMAOT to the National Representative and the National Coordinator designated within IMPEL.

3rd Clause

The National entities that comprise the National Network IMPEL compromise to:

a) Ensure its national representation, whenever possible, and provide the national contributions under Expert Team (ET), Projects or other IMPEL events, requested according to its legal competences and responsibilities;

b) Monitor the work carried out in ET and Projects and other IMPEL events in which their organization participates as a national representative, promoting the analysis of information collected and/or the formulation of proposals, involving the action of internal or external entities, aimed at improving the implementation of legislation, as well as assuring the implementation of such proposals;

c) Spread to the entities that comprise the IMPEL National Network the most relevant documents that resulted or were provided within the participation as a national representative on Expert Team (ET), Projects or other IMPEL events;

d) Ensure their representation at the meetings of the Strategic Group of the IMPEL National Network, namely through its Representative and Coordinator.

4th Clause

1. All entities that comprise IMPEL National Network shall prepare and report annually, until the 31st of January, to the National Coordinator of IMPEL on the contributions of its organization, which integrate the proposals and documents necessary for conducting the meeting of the Strategic Group, in order to respond to the next point.
2. The Strategic Group meets annually, preferably on February, convened by IGAMAOT, in order to:

a) Present and analyze the results, the proposals and the ways of disseminating the results from meetings of Expert Team (ET), Projects or other IMPEL events with national representation which took place in the previous year;

b) Present, analyze and validate proposals for meetings, projects or other IMPEL events to be chaired by Portugal;

c) Present and approve, with the favorable vote of all entities, any proposals for entities to be integrated in IMPEL National Network;

d) Plan and if necessary revise the course of national participation on IMPEL and on IMPEL National Network, with a view to achieving the objectives outlined in the 1st Clause.

e) Submit and approve an annual document that summarizes the work done by IMPEL National Network, to be sent to the Ministries that supervise the field of the environment.

5th Clause

Each year the entities that comprise the IMPEL National Network organize a public event to present the main results of the projects developed in the context of IMPEL.

6th Clause

All expenses arising out of this Protocol are subject to the budgetary availability of each signatory in accordance with their respective Organic Laws.

7th Clause

This Protocol shall come into effect from the date of its signature, and is valid for one year, renewable automatically for similar periods unless otherwise is decided by the Signatories, at least 60 days before its term.

8th Clause

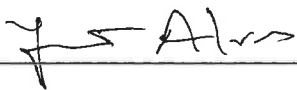
Notwithstanding the preceding clause, this Protocol may be reviewed whenever the entities of the National Network decide in accordance, if there are overriding and reasoned circumstances changes resulting from its effective application, or resulting from legislative changes.

Handwritten signatures and initials in blue and black ink on the right margin, including a blue signature at the top, several black signatures below it, and the initials 'J.S.' at the bottom.

Signed in Lisbon, in two originals, in Portuguese and English languages, by the entities that comprise the IMPEL National Network, in the presence of the IMPEL Board, whose also signed it.

Lisbon, 23rd of September of 2016

On behalf of PGR



João Alves

(Coordinator of the Cabinet of Diffuse and Collective Interests)

On behalf of SGMamb



Alexandra Carvalho

(Secretary-General)

On behalf of APA



Nuno Lacasta

(President of the Board)

On behalf of IGAMAOT



José Brito e Silva

(General Subinspetor)

On behalf of ICNF



Sofia Castel-Branco da Silveira

(Member of the Board)

On behalf of IRA Açores



Francisco Vaz de Medeiros

(Regional Inspector)

On behalf of DROTA/Madeira



Manuel Ara Oliveira

(Regional Subdirector)

And in the presence of the IMPEL Board



John Seager

(President)