



EXECUTIVE COMMITTEE

Thirty-second Regular Meeting of the Executive Committee
October 8-10, 2012

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8-10 October 2012

**Report to the Thirty-second Meeting of the Executive Committee of IICA
on the IICA-FAO Strategy and Joint Action Program
August 2012**

Annex No. 1

Letter of Understanding relating to the establishment of a strategic partnership
between the Food and Agriculture Organization of the United Nations (FAO)
and the Inter-American Institute for Cooperation on Agriculture (IICA)

**San Jose, Costa Rica
October 2012**

LETTER OF UNDERSTANDING RELATING TO THE ESTABLISHMENT OF A STRATEGIC PARTNERSHIP BETWEEN THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO) AND THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE (IICA)

The Parties, the Food and Agriculture Organization of the United Nations, hereinafter referred to as **FAO**, represented by its Director General, Jose Graziano Silva, and the Inter-American Institute for Cooperation on Agriculture, hereinafter referred to as **IICA**, represented by its Director General, Victor M. Villalobos,

WHEREAS:

FAO's mission is to achieve food security for all and to ensure that persons have regular access to enough high-quality food to lead active, healthy lives, and as a specialized agency of the United Nations, FAO enjoys international renown;

IICA is a specialized agency of the Inter-American System whose purposes, according to its Convention dated December 8, 1980, are "to encourage and support the efforts of its Member States to achieve sustainable agricultural development and well-being for rural populations;"

As mandated by their Member States, both organization have formed a partnership to provide technical support to the countries of the Americas, which was formalized in the Notes of Understanding signed on February 4, 1994 and February 25, 1997; reaffirmed in the aides memoire dated June 18, 1998 and July 26, 2001; and renewed in the Letter of Understanding dated April 26, 2006;

Both Parties wish to continue and intensify their collaboration at the global, regional and local levels in areas related to the mandate that each receives from its Member States;

The Parties agree to sign the present Letter of Understanding, subject to the following clauses:

CLAUSE ONE: Objective

The objective of the present Letter of Understanding is to strengthen the technical cooperation that FAO and IICA provide to their Member States by carrying out actions jointly, which will enable them to make more efficient use of existing resources and capacities and achieve the goals they have in common, and will benefit the agrifood sectors of the countries of the Americas.

CLAUSE TWO: Areas for cooperation

Joint actions may be carried out at the global, regional or local level, and the persons and resources involved will be defined in each case. In addition, by mutual agreement between the Parties, and subject to the decisions reached by their respective governing bodies, their activities will focus on the following topics:

- a. Food security,
- b. Rural development and poverty alleviation,
- c. Climate change and natural resources management
- d. Agribusiness, trade and markets
- e. Agricultural health and food safety,
- f. Research, innovation and agricultural extension activities focused on climate change, sustainable and competitive agriculture and family agriculture,
- g. Knowledge management in the areas of agriculture, rural development and food security; via publications, organization of specialized fora, development of information platforms and any other areas on which the Parties may reach agreement, and
- h. Joint actions intended to help countries affected by weather-related or natural disasters.

CLAUSE THREE: Responsibilities

3.1 In order to ensure effective implementation of the actions agreed to under the terms of the present Letter of Understanding, such joint working groups as may be required will be established. Within 30 days of the signing of the

present Letter of Understanding, each Party will designate a Liaison Officer, who will be responsible for:

- a. Preparing a biennial work program, indicating priority actions, beneficiary countries, mechanisms to be used and resources to be contributed, as well as tools for monitoring and evaluating the results achieved. The work programs will be attached to the present Letter of Understanding as annexes.
- b. Keeping their respective Director General informed of progress in the implementation of activities in the areas defined in Clause Two.
- c. Conducting a joint, yearly evaluation of progress made in the implementation of the present Letter of Understanding.
- d. Presenting the results of joint actions to their respective Governing Bodies.

3.2 Only the liaison Officers of the Parties shall be authorized to transmit and receive the official communication required under the present Letter of Understanding. This communication must be sent from the official address, fax or email of one of the liaison Officers to the official address, fax or email of the other.

3.3 In the case of FAO, the above responsibilities will be assumed by the FAO Regional Office for Latin America and the Caribbean and will take into account, *inter alia*, the recommendations of the Regional Conference for Latin America and the Caribbean.

3.4 The above notwithstanding, the Parties may reach agreement on additional mechanisms for coordination in the case of activities that involve Canada or the United States of America, or should they wish to carry out activities in other geographic areas, subject to the approval of the Member States involved.

CLAUSE FOUR: Funding

4.1 The Parties will determine how each of the activities they agree to carry out jointly is to be funded, while respecting the rules and regulations and the work-related practices of each institution.

4.2 The implementation of projects will be governed by specific agreements adopted under the present Letter of Understanding. The specific agreements may take the form of an exchange of letters, memoranda of understanding, or

work plans signed by the Parties. These agreements must include, in each case, the objectives, modes of action, modes of participation, obligations and the technical contributions to be made with the human resources and budget of each institution, including the pertinent technical supervision and institutional support costs and the indirect administrative or technical costs required to guarantee satisfactory fulfillment of the terms of the agreement.

4.3 The specific work plans may require the involvement, on a case-by-case basis, of other multilateral and bilateral technical and financial cooperation agencies, or the governments of interested countries, as well as private organizations whose aims are compatible with those of the Parties.

CLAUSE FIVE: Intellectual Property Rights and Reciprocity

The Parties may publish, jointly or separately, the results of the actions carried out under the present Letter of Understanding, giving due recognition to the contributions and copyrights of third parties.

CLAUSE SIX: Force Majeure

Neither Party shall be held responsible should it not be able to honor, in full or in part, the commitments assumed under the present Letter of Understanding as a result of force majeure, such as war, natural disasters, civil or labor-related unrest or any other cause beyond the control of the parties.

CLAUSE SEVEN: Personnel

The personnel assigned by each Party to implement the activities and projects derived from the present Letter of Understanding will continue to be employees of the Party that assigned them, which means that the Parties will not hold each other responsible for any negligence or misconduct on the part of their respective personnel.

CLAUSE EIGHT: Resolution of Disputes

Any dispute that may arise as to the interpretation and application of the present Letter of Understanding will be resolved by friendly negotiation between the Parties. However, any supplemental agreement signed under the present Letter of Understanding may include additional mechanisms for the resolution of disputes, such as mediation and international arbitration. Nothing contained in the present Letter of Understanding will be deemed to be a waiver of the privileges and immunities of the Parties and their personnel.

CLAUSE NINE: Entry into force, Renewal and Amendment

9.1 The present Letter of Understanding will enter into force on the date it is signed by the Parties, and remain in effect for a period of FOUR years unless either Party gives written notice to the other, six months in advance, of its desire to terminate it.

9.2 The present Letter of Understanding may be renewed for equal periods, following an analysis conducted by the Parties three months in advance of its expiration date. The result of that analysis will be the basis for granting such extension.

9.3 The present Letter of Agreement may only be amended by express written agreement between the duly authorized representatives of the Parties, and such amendments will be attached to the present Letter of Agreement as addenda.

9.4 The original version of the present Letter of Understanding is the version in Spanish. Should any discrepancy arise regarding its translation into English, the version in Spanish will take precedence.

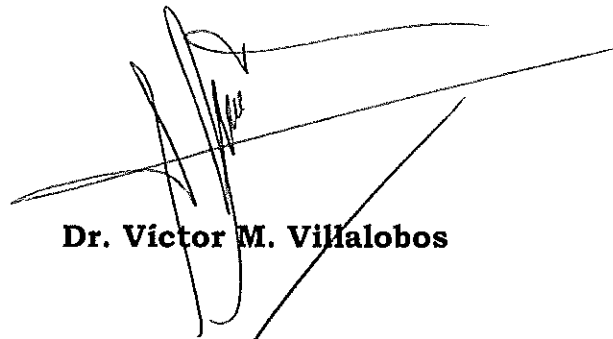
IN WITNESS WHEREOF, the legally authorized representatives of the Parties sign four identical copies of the present Letter of Understanding, two in Spanish and two in English, in Buenos Aires, Argentina on the 29th day of the month of March of 2012.

**On behalf of the Food and
Agriculture Organization of the
United Nations (FAO)**



Dr. José Graziano Da Silva

**On behalf of the Inter-American
Institute for Cooperation on
Agriculture (IICA)**



Dr. Víctor M. Villalobos