

## MEMORANDUM OF UNDERSTANDING

between

the Ministry for the Environment, Land and Sea of Italy

and

the Food and Agriculture Organization of the United Nations (FAO)

for the establishment of the International Alliance on Climate-Smart Agriculture

The Ministry of Environment, Land and Sea of the Government of Italy (hereafter referred to as "the Ministry") and the Food and Agriculture Organization of the United Nations (hereafter referred to as "FAO"), jointly referred to as "the Parties";

*Considering* that the Government of Italy has expressed its willingness to make a contribution to supporting the creation of an International Alliance for Climate-Smart Agriculture implementation through project GCP/GLO/534/ITA;

*Following up* on the results of Climate-Smart Agriculture (CSA) Science Conferences (Wageningen University in 2012, UC Davis in 2013, etc.) and the CSA Food Security and Climate Change Conferences (the Hague 2010, Hanoi 2012 and Johannesburg 2013);

*Considering* that it has become apparent that achieving CSA adoption will require a coordinated effort by a large set of stakeholders from governments, international organizations, as well as non-governmental organizations (NGOs) and the private sector. In this regard, FAO and its partners (which include the Consultative Group on International Agricultural Research, the International Fund for Agriculture and Development, the World Bank, the World Food Programme and countries such as the Netherlands, Norway, South Africa, the United Kingdom, the United States of America and Viet Nam) have initiated the process of developing an international alliance on CSA to support its actions and implementation;

*Considering* that the alliance will support selected countries in their implementation efforts and facilitate development of the knowledge base of practices and technologies, as well as the financial and policy tools needed to create an enabling environment for CSA adoption.

The Parties to this Agreement have agreed as follows:

### **Article 1 - Purpose**

1.1. The purpose of this Memorandum of Understanding (MoU) between the Ministry and FAO is to define general conditions whereby FAO will implement the project GCP/GLO/534/ITA. The obligations of both Parties are further described in the Project Document (ProDoc) (Annex A) which constitutes an integral part of this Memorandum of Understanding.

### **Article 2 - Responsibility and Contributions**

2.1 The Ministry and FAO will support the Project for a period of two years. At the start of the second year, a revised work programme will be prepared based on the actual situation and submitted to the Ministry for further consideration. Possible extension of the project will be contemplated. The project coordination will be hosted at FAO headquarters in Rome.

2.2. The Ministry will provide support to FAO in order to develop the international alliance on CSA (the Project). The Ministry will contribute funds for a total amount of USD 2 000 000 (the "Contribution"), as indicated in the Project Document (ProDoc) (Annex A). The funds will be transferred to the specific Trust Fund

project in two instalments, one of USD 1 000 000 upon the signature of this agreement and the second of USD 1 000 000 in February 2015.

2.3. The payment shall be made to FAO into the following bank account:

Account Name:	FAO Trust Fund (USD)
Bank Name:	HSBC New York, New York, NY, USA
Swift/BIC:	MRMDUS33
Account No:	000156426
ABA / bank code:	021001088

indicating that the deposit is for credit to Trust Fund No. GCP/INT/534/ITA.

2.4. Any interest income attributable to the contribution will be credited to the project account and be utilized by the Project in accordance with FAO procedures.

2.5. The contribution will include a provision not exceeding 13 percent of the total inputs to cover the costs of administrative and operational services incurred by FAO directly relating to the project.

### **Article 3 – General Commitments**

The Contribution will be subject to the following conditions:

- a) the Contribution will be applied by FAO for the activities specified in the budget included in the attached Project Document;
- b) the total funds approved by the Ministry for the activities under this Agreement will be available to cover expenditures up to amounts not exceeding the approved budget for each individual budget line;
- c) the obligations of FAO are contingent upon availability of the necessary funds from the Ministry in accordance with this Agreement and as set forth in the Project Document (Annex A). FAO shall not commence or be required to continue the provision of any of the services referred to in this Agreement until the necessary funds are deposited by the Ministry. In the event that funds should prove to be insufficient for the achieving of the activities, the Parties will consult each other with a view to agreeing upon appropriate modifications to the services provided by FAO in order to ensure that funds made available by the Ministry shall be sufficient to cover all costs under this Agreement;
- d) this contribution will be managed under an FAO Trust Fund in accordance with FAO Financial Rules and Regulations and other FAO applicable rules and procedures. FAO will keep separate records and accounts for the Project. All financial accounts and statements shall be expressed in US dollars and shall be subject exclusively to internal and external auditing procedures as laid down in Financial Regulations, Rules and directives of FAO;
- e) salaries and other entitlements and insurance of the Project staff who shall be directly recruited by FAO, as well as related institutional costs as specified in the Project Document (Annex A) shall be charged to the Trust Fund;
- f) FAO will provide adequate office space, equipment and supplies and other in-kind contributions as specified in the Project Document (ProDoc) (Annex A);
- g) all staff of the Project shall be directly recruited by FAO and will be subject to FAO's rules and regulations;
- h) the obligations of FAO under this MoU are contingent upon the deposit of the necessary financial resources in the Trust Fund;
- i) the obligations of FAO and the Ministry under this MoU are subject to the constitutional, financial and budgetary rules of FAO and to any decision of the FAO Conference.

### **Article 4 – Steering Committee**

4.1 The Project will act under the guidance of the Steering Committee to be composed of representatives of FAO and the Ministry. Technical supervision will be assigned to FAO.

4.2 The Steering Committee will monitor the project implementation and will undertake the following functions:

- supervise the implementation of the project;
- coordinate inputs and support from partners and other relevant actors;
- approve the final detailed work plan of the trust fund;
- approve progress reports of the trust fund project submitted by the project staff;
- agree on activities such as workshops, seminars and expert meetings;
- liaise with potential partners and process membership requests, facilitate collaboration and synergy with other relevant and related initiatives in the field of CSA;
- supervise communications with regard to the activities of the project and their status;
- promote initiatives seeking partnerships with donors, governments and development agencies;
- approve proposals for continuity of project activities;
- consider and develop proposals for the legal framework and institutional modalities for the International Alliance on Climate-Smart Agriculture.

4.3 The Steering Committee will meet at least once a year.

#### **Article 5 - Use of logos**

The Parties agree not use in any press release, memo, report or other published disclosure related to this MoU any of the other Parties' name and logo without prior written agreement by the Party concerned.

#### **Article 6 - Confidentiality**

6.1 Neither of the Parties nor its personnel shall communicate to any other person or entity any confidential information shall made known to it by the other Party in the course of the implementation of this MoU nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this MoU.

6.2 Each Party will keep the negotiations and the contents of this MoU confidential, unless the other Party has given its prior written permission for disclosure.

#### **Article 7 - Intellectual property**

Intellectual property rights, in particular copyright of material such as statistical information, software and maps, made available by FAO or the Ministry to be used to carry out the activities under this MoU, shall remain with the originating Party, which grants the other Party the right to use them for the specific purposes and only under the conditions stipulated in this MoU, unless separately negotiated and agreed.

#### **Article 8 – Applicable Law**

This MoU and any Annex, document or arrangement relating hereto shall be governed by general principles of law to the exclusion of any single national system of law.

#### **Article 9 – Privileges and Immunities**

Nothing in the MoU or in any document or arrangement relating thereto shall be construed as constituting a waiver of the privileges and immunities of FAO.

#### **Article 10 – Settlement of Disputes**

Any dispute regarding the implementation of this MoU or any document or arrangement relating thereto shall be settled by negotiation between the Parties.

**Article 11 – Entry into Force, Extension, Modification and Termination**

11.1 This MoU shall enter into force on the date of its signature by the duly authorized representatives of the Parties for a period of two years. The Parties may decide to extend this MoU by written mutual agreement, taking into account relevant decisions of the Project Steering Committee.

11.2. This MoU may be modified by written mutual consent of the Parties, in accordance with their respective rules and regulations. Such amendments shall enter into force one month following notifications of consent by both Parties.

11.3. This MoU may be terminated by either Party upon sixty days written notice given to the other Party. In that event, the Parties will agree on measures required for the orderly conclusion of ongoing activities.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the MoU in the English language, in two originals, one for the Ministry and one for FAO.

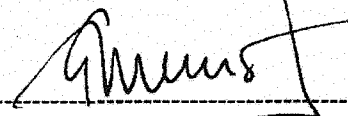
Rome,

On behalf of the  
Ministry for the  
Environment, Land and Sea of Italy



Corrado Clini  
Director General  
Department for Environmental Research  
and Development

On behalf of the  
Food and Agriculture Organization  
of the United Nations



Laurent Thomas  
Assistant Director-General  
Technical Cooperation Department

Gustavo Merino  
Officer-in-Charge  
Technical Cooperation Department

25 MAR 2014